

## **AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of April, 2014 between each of those Employers signatory hereto and the Heavy Constructors Association of the Greater Kansas City Area, acting as negotiating agent for and on behalf of those of its members who accept and sign this Agreement or a facsimile thereof (hereinafter referred to as "Employer") and the Western Missouri and Kansas Laborers District Council, affiliated with the Laborers International Union of North America, American Federation of Labor, AFL-CIO, Local Union No. 1290, having jurisdiction in Wyandotte, Miami, Leavenworth and Johnson Counties in Kansas, and Local Union No. 663, having jurisdiction in Jackson, Clay, Platte, Cass and Ray Counties in Missouri (hereinafter referred to as the "Union").

1. This Agreement relates only to work performed in Jackson, Clay, Platte, Cass and Ray Counties in Missouri, and Wyandotte, Johnson, Leavenworth and Miami Counties in Kansas.

2. It is understood that the Heavy Constructors Association of the Greater Kansas City Area is acting merely as agent in the negotiation of this Agreement and that it is agent only for those members - and none other who accept and sign this Agreement or a facsimile thereof, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers signing the same. It is further agreed and understood that the liabilities of the Employers signing this Agreement shall be several and not joint. Unions signing this Agreement shall be several and not joint.

## **ARTICLE I**

### **DEFINITIONS AND SCOPE**

1. The word "work" when used in this Agreement means all construction, reconstruction, maintenance and utility construction performed in this area, with the exception of: Main line, cross country, oil, gas and gasoline pipelines and building construction. Building construction is hereby defined to include structures, including modifications thereof or additions or repairs thereto intended for use of shelter, protection, comfort or convenience, except as follows:

A. Water or sewage treatment facilities, raw water intake or outfall structures, pumping stations (sewage and storm) may be building or heavy construction at the election of the Employer.

B. All work outside the limits of the building structure itself, including excavation for the building, may be building or heavy construction at the election of the Employer.

2. It is understood and agreed that this Agreement covers all labor work used in construction of such projects as covered in the above section, except such work as has already been allotted by the American Federation of Labor, to any particular craft.

3. It is understood and agreed that the unloading, handling, and carrying of concrete reinforcing bars to the panel in which they are used is the work of the Laborers. It is further agreed that the placement of all pavement steel, including center strip and accessories, wire fabric and expansion joints is the work of the Laborers.

4. It is understood and agreed that the work of cribbing, blocking, loading and unloading of all Contractors' machinery, except the operation of the machine itself, is the work of the Laborers.

5. The grading, setting and laying of street, slab and road forms is the work of the Laborers.

6. The wrecking, stripping, removing, or dismantling of forms used for concrete construction is the work of the Laborers.

7. The rubbing of concrete on bridges, culverts, over and under passes, subways, viaducts, retaining walls, etc., is recognized as the work of the Laborers.

8. Grade checker in cuts and fills, dump man and ticket taker on stock piles, mastic kettleman, sand pot man, flagman, laser beam man, (except where professional engineers are required), man hole builder, batter board man, scale man or woman on all construction jobs covered by this Agreement that are set up for the specific job, (including all river work) is recognized as the work of the Laborers.

9. It is further understood and agreed that this Agreement shall cover the installation of all clean water, waste water and storm water piping, whether pressurized or non-pressurized, from the first "Y", "T" or connection outside of the limits of the building.

10. Regardless of anything contained in the preceding paragraphs 2 through 8, the Employer reserves the right to determine the extent to which work required by the Contractor will be assigned to employees covered by this Agreement.

## ARTICLE II

### WORKING CONDITIONS, HOURS AND WEEK

1. A regular work week shall consist of not more than forty (40) hours work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. Double time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double time pay for that Sunday or holiday work.

2. Employee shall be permitted thirty (30) minutes off without pay for lunch approximately in the middle of the shift. If an employee is not permitted a 30 minute lunch break, the employee will be paid time and one-half for working through the lunch period and will be allowed a short time to eat.

3. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon.

A. The Employer may establish other working hours on the project, in which event employees starting at those other times, shall be paid their regular rates of pay, plus fifty cents (50) per hour premium for hours worked, except on those projects which routinely work two (2) or three (3) shifts, only the graveyard (3rd) shift will receive the premium. Projects must be scheduled to work nine (9) consecutive shifts to be considered routinely working shifts.

B. On work which the owner specifies unusual working hours beyond control of the contractor the premium rate will not apply.

4. Workmen shall report each working day except when the Employer has notified them not to do so.

A. If employees are not notified before leaving the job that there will be no work on the following day or 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, and four (4) hours if put to work, unless failure to provide work is due to inclement weather or weather-related conditions.

B. If employees are required to remain on the job after regular starting time, they will be considered working.

C. Any employee being laid off any time during the day for any reason shall immediately lay up his equipment for the remainder of the day, and he must

remain away from it for the remainder of the day unless he is called to report back to work, in which case he shall receive not less than eight (8) hours time at regular scale of wages for that day.

D. The employee will keep the Employer advised at all times of his correct address and telephone number.

E. Overtime shall be computed at one-half hour intervals.

5. Workmen must be paid from the time they take their tools from the tool box, tool truck or tool shed, and must be allowed time to put them up at the end of the work day.

6. Workmen shall receive time and one-half for all work performed on Sundays and Holidays. There shall be no pyramiding of overtime.

7. It shall be a violation of this Agreement for an employer to lay off members of the regular crew who had worked during the workweek and to hire replacement employees to avoid the overtime pay required when workers perform in excess of 40 hours a week. The penalty for the violation of such a clause shall be to require time and one-half pay for all hours worked by the "replacement" workers even though the replacement workers would not otherwise be entitled to overtime pay under Section 1 above.

8. Recognized holidays shall be as follows: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days observed as such. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This rule is applied to protect Labor Day.

When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1.5).

## ARTICLE III

### WORKING PROVISIONS

1. There shall be no limitation as to the amount of work a man shall perform during his workday, it being understood that the workman shall perform a fair and honest day's work.

2. There shall be no restriction of the use of machinery, tools or appliances, provided the same are of standard size and standard equipment.

3. It is agreed that the Employer will furnish rubber boots when men are working in water, sloppy concrete or mud that warrants same; also rubber coats when men are working in rain or where water drips on them. It is further agreed that the Employer will furnish a suitable place, properly heated, when necessary, for members to change their clothes and eat lunch, a place that is not used for any other purpose.

4. The Employer shall furnish fresh drinking water and ice daily on all jobs during summer months and shall also furnish sanitary paper drinking cups no later than thirty (30) minutes after starting time.

5. The Employer shall furnish clean sanitary toilets on all jobs.

6. The Employer shall furnish flagman jackets to all flagmen and the employee shall be responsible for the return of the jacket.

7. All manually operated winches must have safety catches.

8. The Employer shall provide workmen's compensation protection against injury or occupational diseases and unemployment compensation protection for employees, whether or not required to do so by Missouri or Kansas state laws.

9. This Agreement covers manual labor on the job site but shall not include professional engineers, engineering or office clerical employees, timekeepers, part men, superintendents, assistant superintendents, general foremen, or any supervisors in charge of any class of labor. None of the employees exempted in this paragraph shall be required to be members of any union.

10. If five (5) or more laborers are required on any one project, one man selected by the Contractor shall be designated as a leadman or working foreman. When two or more crews of five (5) laborers or more are working on any one project but in locations where one leadman or working foreman cannot properly perform his duties, there shall be an additional leadman or working foreman designated for such crews. A leadman or working foreman must have at least one year's experience as a laborer or crew leader or

working foreman in the area covered by this Agreement. The designation of any additional leadman or working foreman regardless of the number of men employed on the project, is at the discretion of the Contractor. The Contractor may at any time change the designation of any leadman or working foreman and said leadman or working foreman is subject to discharge in the same manner as any other employee. A leadman or working foreman shall work at the discretion of the Contractor. At least one leadman or working foreman per project shall receive One Dollar (\$1.00) more per hour than the skilled laborer rate.

11. Whenever a laborer is working at a location where no other men are working, and if the laborer's safety requires that another person be within call, an additional employee shall work within the call.

12. In order to provide a safe workplace and to reduce or eliminate unsafe conditions, the drug testing and assistance program as set forth and described in the Heavy Constructors Association Drug Testing and Assistance Program is hereby adopted and incorporated herein by reference. Testing shall be limited to new hires, candidates for promotion, random testing, and cases of "cause" as defined in the program. In addition, if the Employer, for reasons of compliance with regulations or insurance carrier requirements, adopts a company drug testing program applicable to all employees (including officers, supervisors, administrators, and professional employees), said program shall be equally applicable to the employees of the employer covered hereby.

#### **ARTICLE IV**

##### **HIRING PROCEDURE AND TRANSFER OF EMPLOYEES**

1. The Employer, recognizing that the Unions operate and maintain the only centralized sources of skilled manpower available to the construction industry within the Greater Kansas City Area, agree as follows:

A. Before starting work on any job the Employer shall notify the Local Union that has jurisdiction of the work as to the location of the job and the approximate starting date. The Employer shall not employ workmen either to start a new job or replace a workman to 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 may, however, request workmen by name if such workmen are registered and the Union shall furnish such workmen to the Employer if they are available. In making referrals, priority may be given based upon length of service with the Employer, in the heavy construction industry or in the Greater Kansas City Area. On jobs over \$500,000 the Employer shall provide to the Union a list of subcontractors on that project.

B. 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 his opinion, to be retained.

C. Without regard for any of the limitations imposed by the preceding paragraph 1 of this article, the Employer may bring into any job from any place or Union jurisdiction up to two (2) men in the craft covered by this Agreement or twenty-five percent (25%) of all the men employed on the job in such craft, whichever number is the greater, provided that a crew of employees once referred to a Contractor under this Article IV may be transferred without regard to the foregoing limitations to perform work within the geographic jurisdiction of this Agreement.

D. The Union accepts full responsibility for lawful administration of the hiring hall procedure herein set forth, including the non-discriminatory and lawful referral of employees to the Employers and the Union shall indemnify and save the Employers harmless from any claims, suits, judgments, and administrative hearings, ruling and decisions and from any other form of liability as a result of hiring employees under the provisions of the hiring hall herein set forth.

## **ARTICLE V**

### **UNION SECURITY**

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 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 (8th) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his 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.

2. Section 1 hereof shall not be applicable in the State of Kansas.

3. 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 paragraph of this Agreement. At a written request from the Union for an individual employee's date of starting of employment, the Employer agrees to give in writing to the Union the employee's starting date. The Union shall not be obligated to indemnify the Employer for any injuries or costs incurred which may be the result of erroneous information provided by the Employer, nor shall it be required to pay the costs of defending claims which are ultimately found to be without merit or justification.

4. The Employer shall not justify any discrimination against an employee for non-membership in the Union (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

5. The Employer shall be at liberty to employ whomever he sees fit to employ, and shall at all times be the sole judge as to the work to be performed, and shall furthermore determine whether such performance is, or is not, satisfactory.

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

## **ARTICLE VI**

### **STEWARD CLAUSE**

1. The authorized representative of the Union may visit jobs during working hours and may make any reasonable check of membership or grievance with the superintendent or employees, so long as they do not hinder or interfere with the progress of the work.

2. The Union may appoint a workman employed on the job 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 by reason of the fact that he is serving as steward.

3. The steward shall be a working employee, who shall, in addition to his regular work, be permitted to perform during working hours such of his 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.

4. If overtime work is required, the steward shall be one of the workmen who shall perform the work, if he so desires, provided he is capable of performing the work. 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.

5. 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 working day.

## **ARTICLE VII**

1. If the Employer deems it desirable, all laborers, maintenance and repair work on mechanical work on equipment done on the job site may be done by the local Union having jurisdiction over the operation of that equipment.

2. Wages in cash or collectible check, shall be paid to workmen weekly at the end of the shift not later than three (3) workdays after the pay period, unless approval of pay rolls by governmental agencies prevent such payment at that time. Failure on the part of the Employer to comply with this provision shall entitle the employee to \$250.00 damages, provided the delay is occasioned by the willful refusal of the Employer or his agent.

3. 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.

4. Check stubs will show straight-time and overtime hours worked plus total wages and all itemized deductions.

5. If a workman quits of his own accord, he shall wait for his pay until the next regular pay day.

6. An employee who is discharged or laid off shall be paid in full without undue delay or the penalty provision of paragraph 2 of this article will apply.

7. When a holiday falls on Friday and Friday is the regular pay day, the laborers shall be paid on Thursday evening on or before quitting time if there is no work for them on Friday.

## **ARTICLE VIII**

### **PICKET CLAUSE**

1. It will not be considered a violation of this Agreement for employees to refuse to cross a lawful and primary picket line recognized by the Unions signing this Agreement, nor shall any employee be discriminated against for such refusal.

## **ARTICLE IX**

### **GRIEVANCES**

1. There shall be no stoppage of work on account of any dispute that may occur between the members of the Organization and the Employer, or between the member or members of the Organization and other employees on the job, except as otherwise provided in paragraph 10 of this Article IX. If the dispute cannot be adjusted by those involved in same, it shall be taken up with members of the Contractors having the contract on the jobs and the Business Representative of the Organization, but the work must proceed.

2. If the dispute still exists, the Contractor or the Business Representative of the Union shall notify the Executive Director of the Heavy Constructors Association of the greater Kansas City Area and a meeting shall be arranged by said Executive Director between the Business Representative of the Union and the Contractor and a committee of not more than three (3) from the Labor Committee of the Heavy Constructors Association of the Greater Kansas City Area. At this meeting both the Union and the Contractor shall be entitled to present all of the facts with reference to such controversy and after hearing such facts the Labor Committee shall make a recommendation with reference to settlement of such controversy. In the event the Union concurs in such recommendation the controversy shall be settled in accordance therewith. In the event that the Labor Committee and the Union do not agree on the recommendation for the settlement of said controversy, it shall be submitted to arbitration and the arbiter selected in accordance with the next succeeding paragraph hereof.

3. If the dispute still exists it shall be referred to a Board of Arbitration constituted as follows: One arbiter to be selected by the Employer; one arbiter to be selected by the Union; the two so chosen shall select a third by mutual agreement. Failing within a week to designate a third arbiter the arbiter shall be designated as follows: The Conciliation Service of the United States Department of Labor shall designate three (3) individuals from which the third arbiter shall be chosen. The Union shall have the privilege of striking off one name, then the Employer shall have the privilege of striking off one name, and the remaining person shall serve as the third member and act as Chairman of the Board of Arbitration.

4. In the case of arbitration a decision of the majority of the Board of Arbitration shall be final and binding upon all parties to this Agreement and expenses of such Chairman of the Board of Arbitration shall be borne equally by the Union and the Employer.

5. Any complaint or grievance will be barred if not presented within seven (7) days after such complaint or grievance became known to employee. Any decision on a grievance not appealed in writing from one step of the grievance procedure to the next, within seven (7) days after a decision is announced, shall be considered as having been finally settled to the mutual satisfaction of all parties concerned and not subject to further appeal.

6. There shall be no strike, work stoppage, slowdown, picketing, or any other interference with the Employer's business by employees, the Union, its officers, or its members during the life of this Agreement, except as otherwise provided in paragraph 10 of this Article IX. There shall be no lock-out of its employees by the Employer during the life of this Agreement.

7. It is also agreed by the Union that in the event of an unauthorized strike, work stoppage, slowdown, or interruption of work by any employee or employees covered by this Agreement, that the Union, its officers and representatives will take all reasonable steps to stop such action, so that normal operations may be immediately resumed by the Employer.

8. It is understood and agreed that in the event of any unauthorized strike, work stoppage, or interruption of work on the part of any employee during the life of this Agreement, the recourse and remedy of the Employer in such event may be to impose such disciplinary measures as he sees fit upon the employee involved and such disciplinary action shall not be subject to grievance procedure.

9. During the term of this Agreement, the Employer shall not lock out and the Union except as otherwise provided in paragraph 10 of this Article IX shall not engage in a work stoppage or sympathy strike prior to an express finding by an arbitrator that such activity is lawful and proper under the terms of this Agreement.

10. If the grievance is an alleged violation of Articles IV, VII, XI or XV pertaining to hiring, wages or fringe benefit provisions of this contract, the meeting set out in Paragraph 2 above will be held within three (3) business days after the receipt of a written notice requesting same. The recommendation of the Committee shall be made in writing not later than two (2) business days following adjournment of the meeting and forwarded to the parties involved by certified mail, return receipt requested. If the Union agrees with the written recommendation of the Committee and the Employer involved in the grievance fails to perform in accordance with that recommendation within three (3) business days after receipt of same, the Union at its option, may continue with the grievance procedure as set out herein, or strike the Employer involved in the grievance, or both. If the Union does not

agree with the recommendation of the Committee, the Union may continue with the grievance procedure herein.

## **ARTICLE X**

### **WORK ASSIGNMENT AND JURISDICTIONAL DISPUTES**

1. Except as set forth in this paragraph, nothing contained in this Agreement will be interpreted to preclude the Employer from assigning work. All employees, regardless of craft to which they belong, shall perform whatever duties to which they may be assigned by the Employer. If Laborer equipment is on the jobsite, there shall be sufficient Laborers on the job to perform the Laborer work scheduled to be performed on that equipment, provided, however, Laborers, at no reduction in pay, will also perform whatever other work is assigned them whenever Laborers work is not required of them or whenever the Employer determines that the performance of such other work should be given priority over the performance of Laborer work.

2. Work assignments made by the Contractor shall be respected by all Unions, 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.

3. There shall be no stoppage of work on account of any jurisdictional dispute that may occur between the members of the Unions and the Contractor, or between the member or members of the Unions and other employees on the job. If the jurisdictional dispute cannot be adjusted by those involved in same, it shall be taken up with the Contractor having the contract on the job and the business representatives of the Unions, but the work must proceed.

A. If the dispute still exists, the Contractor and the business representatives of the Unions shall notify the Executive Director of the Heavy Constructors Association of the Greater Kansas City Area and a meeting shall be arranged by said Executive Director between the business representative of the Union and the Contractor and a committee of not more than three (3) from the Labor Committee of the Heavy Constructors Association of the Greater Kansas City Area. At this meeting both the Unions and the Contractor shall be entitled to present all the facts with reference to such controversy and after hearing such facts, the Labor Committee shall make a recommendation with reference to settlement of such controversy, and any jurisdictional assignment made shall not be final until after such meeting has been held. In the event the Unions concur in such recommendation the controversy shall be settled in accordance therewith. In the event that the Labor Committee and the Unions do not agree on the recommendation for the settlement of said controversy, the assignment of the work recommended by the Labor Committee shall be the assignment of the Contractor on the work and work shall proceed under such assignment. The Unions may request

that their International Unions assign representatives who shall meet representatives of the Contractor to seek settlement of the dispute. The Contractor may also request the International Unions involved to assign representatives to seek settlement of the dispute. If the International Union's representatives agree to a settlement different than the recommended settlement of the Contractor's committee, the assignment of the disputed work shall be changed to comply with the International Union's representatives, agreed settlement, within two (2) working days. The Unions and the Contractor agree that there shall be no strikes, lockouts or interruption of the disputed work over jurisdictional disputes.

## **ARTICLE XI**

### **WELFARE, PENSION, VACATION AND TRAINING**

1. Employers who accept and sign this Agreement also agree that the Trust Agreement of the Construction Industry Laborers' Welfare Fund, Pension Fund, Vacation Fund and Training Fund 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 Industry Laborers' Welfare Fund Six Dollars and Seventy Cents (\$6.70) per hour for each hour paid to workmen covered by this Agreement.

2. The Employer agrees to pay into the Construction Industry Laborers' Pension Fund Four Dollars and Eighty Nine Cents (\$4.89) per hour for each hour paid to employees covered by this Agreement.

3. The Employers agree to pay into the Construction Industry Laborers' Training Program Fund Sixty-Six Cents (\$0.66) per hour for each hour paid to employees covered by this Agreement for the purpose of training laborer employees.

4. The Training Program Trust Fund shall be administered pursuant to such Agreement and Declaration of Trust jointly by an equal number of Trustees appointed by the Association and the Union. A copy of such Agreement and Declaration of Trust shall be attached to this Agreement and shall be considered a part of this Agreement as if set forth specifically at length herein.

5. The Employers agree to pay, in addition to wages, One Dollar and Fifty Cents (\$1.50) per hour for each hour paid to employees covered by this Agreement into the jointly administered Construction Industry Laborers' Vacation Fund for each employee's Vacation Savings Payments into the Vacation Fund and shall be mailed to TIC International Corporation, 6405 Metcalf Avenue, Suite 200, Overland Park, Kansas.

A. An employee will receive their Vacation Savings on or around December 10 of each year.

B. Vacation Savings shall accumulate annually from November 1 through October 31.

6. Payments shall be made to the Construction Industry Laborers' Welfare office for Welfare, Pension, Vacation, Training, Supplemental Dues, and Industry Advancement Funds, 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 to the amount due as liquidated damages up to 20% as assessed by the trustees.

7. If it becomes necessary for the Fund's Office to file suit against the Employer for delinquent payment of Welfare, Pension, Vacation, Training, Supplemental Dues and/or the Industry Advancement Funds' money due, the Contractor agrees to pay, in addition to the liquidated damages mentioned above, all litigation costs, including a reasonable attorney fee.

8. The Employer also agrees to permit representatives of the Welfare, Pension, Vacation, Training, Supplemental Dues and Industry Advancement Funds office to examine pay rolls, records, and Social Security reports to determine amounts due the Welfare, Pension, Vacation, Training, Supplemental Dues and Industry Advancement Funds office provided that such examination of records shall not be made more frequently than once every three (3) calendar years.

9. The provisions of Article II, Section 5 (payment for show-up time when employees are not put to work and payment of minimum time when employees are put to work), with respect to show-up time and payment of hours, shall be regarded as hours worked for the purpose of computing the amounts due under fringe benefits provided for in this Agreement.

10. If the Board of Trustees of the existing Health and Welfare and/or Pension Fringe Benefit Funds provided by this Agreement approve any contribution increases, such additional contributions, upon sixty (60) days' notice, shall be subtracted from wages provided by this Agreement on the date indicated by the Trustees in which event the wage rates set forth in Article XV shall be reduced accordingly.

11. The Employer and the Union agree to establish the Construction Industry Laborers SMART Fund, a trust under 501(a) of the Internal Revenue Code, and authorize trustees appointed by the Parties to provide a defined contribution profit sharing plan pursuant to 401(a) of the Internal Revenue Code with assets of the Trust. The Employers who sign and accept this Agreement also agree that effective for hours worked on or after April 1, 2014, all terms and provisions of this Article XI, Sections 6-10, shall also apply to the Construction Industry Laborers SMART Fund.

12. The Union or applicable Trustees, upon sixty (60) days' notice prior to 4/1/2015, 4/1/2016, 4/1/2017 or 4/1/2018, may allocate the economic increase to health and welfare contribution, pension contribution, 401(a) contribution, training contribution, vacation contribution or supplemental dues so long as the total fringe benefit contributions and wage rate does not exceed the total economic package as set forth in Appendix I.

## **ARTICLE XII**

### **HEAVY CONSTRUCTORS ASSOCIATION OF THE GREATER KANSAS CITY AREA INDUSTRY ADVANCEMENT FUND**

1. The Employers signatory to this Agreement agree to pay for all work performed under this Agreement Forty Cents (\$0.40) per hour for each hour paid to employees covered by this Agreement into the Heavy Constructors Association of the Greater Kansas City Area Industry Advancement Fund. Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said Advancement Fund.

2. Details of reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Foundation, except as otherwise set forth in this Agreement. All Trustees of said Trust shall be members of the Association appointed by the Board of Directors, and any disbursement therefrom shall be at the direction of the Trustees, and at their direction only. The said Trust Agreement shall specifically provide that no funds shall be disbursed therefrom for the purpose of lobbying in support of anti-labor legislation or to subsidize Contractors by the payment of monies to them or on their behalf in connection with work stoppages or strikes against such Contractor or to be used to defray expenses arising from any labor dispute or controversy.

3. Should the trustees of the Heavy Constructors Association Industry Advancement Fund deem it necessary, the trustees may increase the hourly Industry Advancement Fund contribution upon sixty (60) days' advance notice to the Unions and signatory contractors. Such increase will not impact the wage package hereto agreed.

## **ARTICLE XIII**

### **SAVINGS CLAUSE**

1. This Agreement is intended to be in conformity with all applicable and valid state, municipal, or federal laws, rules and regulations and any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict, to be superseded or annulled, but shall not supersede or annul the terms and the provisions of this Agreement which are not so in conflict.

2. In the event that any article or section of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into collective bargaining negotiations no later than two work weeks following the date of such invalidity on the request of either party for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted to take the issue to arbitration.

## **ARTICLE XIV**

Any Employer not a member of the Heavy Constructors Association of the Greater Kansas City Area may receive the benefits and assume the obligations of this Agreement by accepting and signing this Agreement. After such signing the Union will notify the Heavy Constructors Association. Master copies of the Agreement shall be maintained in the office of The Heavy Constructors Association and in the Laborers' District Council's office and both must be signed.

## **ARTICLE XV**

### **WAGE RATES AND SUPPLEMENTAL DUES**

1. The following classifications of workmen and corresponding rates of wages are effective in Jackson, Clay, Platte, Cass and Ray Counties in Missouri, and Wyandotte, Miami, Leavenworth and Johnson Counties in Kansas. Hourly rates of wages for each classification of labor are set forth in the attached Schedule of Wage Rates and the rates of wages shown in those schedules shall apply to every workman covered by this Agreement.

### **CLASSIFICATION**

#### **General Laborer**

Carpenter Tenders, Salamander Tenders, Loading Trucks Under Bins, Hoppers and Conveyors, Track Men and all other General Laborers, Air Tool Operator, Cement Handler (Bulk or Sack), Chain or Concrete Saw, Deck Hands, Dump Man on earth fill, Georgie Buggies Man, Material Batch Hopper Man, Scale Man, Material Mixer Man (except on Manholes), Cofferdams, Abutments and Pier Hole Men working below ground, Riprap Pavers Rock, Block or Brick, Signal Man, Scaffolds over ten feet not self-supported from ground up, Skipman on concrete paving, Wire Mesh Setters on concrete paving, Pipelayer on all work in connection with Sewer, Water, Gas, Gasoline, Oil, Drainage Pipe, Conduit Pipe, Tile and Duct Lines and all other pipelines whether pressurized or non-pressurized, regardless of type of material, Power Tool Operator, all work in connection with Hydraulic or General Dredging Operations, Form Setter Helpers Pudlers (paving only) Crusher Feeder, Men handling creosote ties on creosote materials, Men working with and handling epoxy material or materials (where special protection is required), Topper of Standing Trees,



Batter Board Man on Pipe and Ditch work, Feeder Man on Wood Pulverizers, Board and Willow Mat Weavers and Cable Tiers on River Work, all Laborers working on underground tunnels where compressed air is not used.

**CLASSIFICATION**  
**Skilled Laborer**

Spreader or Screed Man on Asphalt Machine, Asphalt Raker, Grade Checker, Mill Setter, Concrete Specialist, Vibrator Man, Concrete Saw over 5hp., Laser Beam Man, Barco Tamper, Jackson or any other similar Tamp, Wagon Driller, Churn Drills, Air Track Drills and all other similar Drills, Cutting Torch Man, Form Setters, Liners and Stringline Men on Concrete Paving, Curb, Gutters and etc., Hot Mastic Kettleman, Hot Tar Applicator, Hand Blade Operators, Manhole Builders Helpers and Mortar Men on Brick or Block Manholes, Sand Blasting and Gunnite Nozzle Men, Rubbing Concrete, Air Tool Operator in Tunnels, Head Pipe Layer on Sewer work, Manhole Builder (Brick or Block), Dynamite and Powder Men, Welder, Hazardous Waste Work.

2. On projects not having Davis-Bacon or other similar State or Local wage determinations and which either last six (6) months or more from Bid Date to Completion Date, or which are over \$500,000.00 in contract amount, the rates of wages in effect on the date an Employer bid on a project covered thereby shall remain in effect for the duration of the work on said project, but not to exceed a period of more than twenty-four (24) months from the award date. On the second anniversary of the award date of the project, if the project continues, the wages will be increased by an amount equal to the effective wage increases in the first year after the date of the original award. The same procedure shall apply on the third anniversary of the date of the awarding and on all subsequent anniversaries. The current fringe benefits will be paid by the contractor throughout all such projects.

3. The provisions of paragraph 2 will not be applicable on a building job where an employer signatory to this agreement is acting as a subcontractor to one which is subject to a "builders" agreement with the Union (i.e., the Joint Agreement with the Builders' Association or the Individual Building Contractors' Agreement). In such circumstances on that job, employees working under this agreement will be paid the full wages and all increases as specified in the Schedule of Wage Rates attached to this agreement.

CURRENT WAGE RATES AND ECONOMIC PACKAGE INCREASES FOR APRIL 1, 2015, APRIL 1, 2016, APRIL 1, 2017, AND APRIL 1, 2018 ARE SET FORTH IN APPENDIX I ATTACHED HERETO.

4. Where workmen work any part of an hour at the higher rate of pay, that full hour will be paid at the higher rate. This shall apply to each hour thereafter. NOTE: Welfare, Pension, Vacation, Training and Supplemental Dues payments as set out in

Article XI and Industry Advancement Fund payments as set out in Article XII of this Agreement are in addition to the wage rates as stated above.

5. Compressed air and caisson workers' wages and conditions will be negotiated before the job starts.

6. Anything in this Agreement to the contrary notwithstanding, wages to be paid by the Employer on Davis-Bacon or similar State or Local law jobs shall not exceed those wages as determined in the Davis-Bacon or similar State or Local law wage and determination for the project involved, except on the second anniversary of the award date of the project, if the project continues, the wages will be increased by an amount equal to the effective wage increases in the first year after the date of the original award. The same procedure shall apply on the third anniversary of the date of the awarding and on all subsequent anniversaries. For purposes of this paragraph, payments to Industry Advancement shall not be considered to be a fringe benefit. In addition, current fringe benefits contributions in the amounts set forth herein, including increases in contributions required herein, will be paid throughout all such projects.

7. The Union agrees that if, with respect to work defined in Article I and to be performed within the jurisdiction as set forth in paragraph 1 of the preamble of this Agreement, it makes any agreement with any other employer containing any terms or conditions which, in the opinion of the Employer, are more favorable to such other employer than those provided herein, any or all of such terms or conditions, at the option of the Employer, shall automatically become a part of this Agreement.

8. In areas where open shop work is predominant or non-union contractors are known to be bidding a project, at the request of either party the Association and the Union agree to hold a pre-bid conference with all crafts prior to bidding for the purpose of considering wages and working conditions, it being understood that all crafts will be treated on an equal basis.

9. No employee, because of the execution of this Agreement, shall suffer any reduction in his hourly rate of pay for work which he continues to perform on that project on which he is working on the date of execution of this Agreement.

10. In addition to the wages set out in the schedule to this Agreement, each Employer agrees to add One Dollar and Thirty Two Cents (\$1.32) per hour from the wages of each employee for each pay roll hour. During the term of this Agreement and continuing thereafter and in accordance with the terms of an individual and voluntary written authorization for checkoff 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 all employees covered by this Agreement the above amounts per hour for each pay roll hour, as supplemental dues. Said sums will be remitted to the

Construction Industry Laborers' Welfare office as supplemental dues on behalf of the employees, who willingly accept and sign 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.

**ARTICLE XVI**

**EQUAL EMPLOYMENT OPPORTUNITY**

1. The Employers and the Union agree that they will not unlawfully discriminate against any employee or applicant for employment because of his or her age, sex, race, creed, religion, color, national origin, disability, or service or membership in the uniformed services of the United States or of any state. The Employer will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, disability that can reasonably be accommodated or that does not interfere with the person's ability to perform the essential functions of his or her job, or uniformed service status. Such action shall include, but shall 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.

2. The Union agrees that it will not discriminate against any applicant for employment or referral because of race, creed, sex, national origin or age. The Union further agrees to refer applicants for employment without discrimination as to race, creed, color, sex, national origin or age, and refer them without discrimination because of race, creed, color, sex, national origin or age 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.

**ARTICLE XVII**

**SUBCONTRACTING**

1. The Employer agrees that whenever work covered by this Agreement for which wages and fringes are predetermined by the Davis-Bacon Act or similar state or city law is to be subcontracted, it shall be subcontracted only 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.

2. 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 provisions.

3. Nothing contained in this Article 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 Employer or person.

4. The Employer agrees that when work covered by this Agreement is subcontracted, the subcontractor shall meet the following requirements:

A. Insurance. The subcontractor shall possess a current certificate of insurance from an insurance company authorized to write insurance by the Department of Insurance of the states of Missouri and/or Kansas.

B. Licenses. Subcontractor shall possess a current occupational and all other applicable licenses if required by municipal ordinance.

C. Good Standing. Subcontractor shall possess a certificate of corporate good standing from Missouri or Kansas or other state of incorporation and/or information as to the form of corporate or business organization, including federal employer identification number and state unemployment insurance information.

D. Payroll Taxes. The subcontractor shall submit to contractor, if requested, an affidavit of compliance with all applicable city, state, and federal withholding tax requirements.

E. Compliance. Subcontractor shall submit to contractor, if requested, an affidavit signed by an officer of the company, or head of the business organization, stating that subcontractor is current (including payments required during the preceding sixty days) on all fringe benefit payments or contributions and prevailing wage requirements on present and past projects.

F. Affirmative Action. Subcontractor shall possess certificate of compliance from appropriate local agency concerning that agency's affirmative action obligations, if applicable, and if regularly provided.

**ARTICLE XVIII**

**APPRENTICESHIP**

1. An apprenticeship program established effective November 1, 1987 as set forth in the Standards of Apprenticeship was developed by The Builders' Association and the Heavy Constructors Association and the Laborers' International Union of North America, Locals No. 663 and 1290, for the trade of Construction Craft Laborer who are further defined and named under Article XV, sub-section "Classification" of this agreement. This apprenticeship program was placed into effect upon formal approval of the Department of Labor, Bureau of Apprenticeship and Training (BAT) 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 Heavy Constructors 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. Effective April 1, 2006, all new applicants for membership shall enter the Apprenticeship program. Any applicant that can provide reasonable proof of previous employment as a Construction Craft Laborer (or, alternatively, demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee, JATC) shall enter the Apprenticeship program at a percentage of no higher than eighty percent (80%).

2. Apprentice wage rates:

**General Laborer**

<u>Hours of Credit</u>	<u>Scale of Journeyman Rate</u>
0-960	50%
961-1920	60%
1921-2880	70%
2881-3840	80%
3841-4800	90%
Over 4800	100%

**Skilled Laborer**

<u>Hours of Credit</u>	<u>Scale of Journeyman Rate</u>
0-960	50%
961-1920	60%
1921-2880	70%
2881-3840	80%
3841-4800	90%
Over 4800	100%

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 Classification rates of pay as established in the area Collective Bargaining Agreement.

3. Employers shall pay apprentices the full fringe benefits package as described in this contract.

4. The employer may employ one (1) Apprentice whenever three (3) Journeymen (including 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) Journeymen may employ one (1) Apprentice, under the terms of this agreement, for up to 25% of the total Journeyman 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 construction craft laborer skills.

6. No person who has previously worked as a journeyman 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 Journeyman 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 an 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 journeyman 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. An apprentice shall not be penalized for taking off from work to attend offsite apprenticeship training (though time off for training is unpaid.).

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 XVIII.

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 of justification.

## **ARTICLE XIX**

### **EFFECTIVE DATES**

The provisions and rates of this Agreement shall be effective when executed and will remain in force and effect until March 31, 2019, and thereafter from year to year unless written notice is sent by registered mail, given by one of the parties hereto, to the other party hereto, sixty (60) days in advance of March 31, 2019, or March 31 of any succeeding year if said parties desire to amend or abrogate this Agreement. If either party gives notice of its desire to terminate this Agreement in the manner herein set out sixty (60) days prior to March 31, 2019, all obligations under this Agreement shall cease on March 31, 2019. If said Agreement is extended beyond March 31, 2019 it may be terminated on March 31 of any succeeding year in the same manner.

THE HEAVY CONSTRUCTORS ASSOCIATION OF THE GREATER KANSAS CITY AREA

WESTERN MISSOURI AND KANSAS DISTRICT COUNSEL

By \_\_\_\_\_  
Chairman of the Labor Committee

By \_\_\_\_\_  
Business Representative, Laborer's District Counsel

APPROVED BY: THE LABOR COMMITTEE OF THE HEAVY CONSTRUCTORS ASSOCIATION OF THE GREATER KANSAS CITY AREA

By \_\_\_\_\_  
Business Representative, Laborers' Local Union No. 663

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By \_\_\_\_\_  
Business Representative, Laborers' Local Union No. 1290