

**LABORERS
JOINT AGREEMENT**

Between THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Association", and WESTERN MISSOURI & KANSAS LABORERS' DISTRICT COUNCIL LOCAL UNION NO. 676 OF THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "Union".

WHEREAS, the Employees and the Employers have a common interest in the building industry and since a working system of harmonious relations is essential, and because progress in the industry demands the mutual confidence of both the Employer and the Employee, and as all will be benefited by continuous peace and common sense method of adjusting any difference, it is considered to be mutually advantageous to adopt this Agreement to obtain these ends.

Any gender reference by pronoun herein shall be considered as referring to both genders.

**ARTICLE I
JURISDICTION OF WORK**

The Association recognizes the jurisdiction of the Union over work to be that work which has historically and traditionally been performed heretofore by members of Laborers Union Local No. 676 in the geographical area of this Agreement. It is also agreed that if a jurisdictional dispute should occur, involving the Union and another Union affiliated with the Building and Construction Trades Department, AFL-CIO, that there shall be no stoppage of work because of such dispute. If the Unions involved and the Association are unable to settle the dispute, the disputed work shall proceed as assigned by the Employer, and the problem shall be referred to the International Presidents of the unions involved, to seek a settlement by them or their assigned representatives.

**ARTICLE II
JURISDICTION OF AGREEMENT**

The area covered by this Agreement shall include the following counties in Missouri: Barry, Christian, Dade, Dallas, Douglas, Greene, Laclede, Lawrence, Ozark, Polk, St. Clair, Stone, Taney, Webster and Wright.

**ARTICLE III
NO STOPPAGE OF WORK**

The parties agree there shall be no stoppage of work either by strike or lockout during the term of this Agreement and that any dispute which may occur between the parties shall be handled in accordance with the provisions provided herein.

**ARTICLE IV
UNION SECURITY**

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 after the seventh 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 after the seventh 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 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.

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, 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 V FRINGE BENEFIT PROGRAM - SUPPLEMENTAL UNION DUES

Section 1. On all work covered herein, each Employer shall pay into the Construction Industry Laborers Fund (known as the Jefferson City Plan and hereinafter called the "Plan") Jefferson City, Missouri, at such place as mutually agreed upon the amounts as listed under Article VI, Classification & Wage Scale, for each hour worked (whether regular or overtime). Payments shall be made each month to the Plan for the following Fringe Benefits and Supplemental Dues on effective dates as listed under Article VI:

- Health & Welfare
- Pension
- Training/Apprentice
- Building Laborers Industry Advancement Fund
- Construction Industry Substance Abuse Program (CISAP)
- Supplemental Union Dues (Only if properly authorized according to Section 6 of this Article.)
- Vacation (Must be added to Employee's gross wages for statutory withholding purposes.)

Such payments shall be made to the Plan's office not later than twenty (20) days after the end of each month on such form furnished to the Employer by the Trustees of the Plan and shall set forth the names, social security numbers and the hours worked by each Employee for whom payments shall have been made during the period and such other information as the Trustees desire. Upon receipt of said payments the Plan shall credit said payments to the account for the particular benefit for which payment has been made.

Section 2. Should a payment be made later than twenty (20) days after the end of the month in which the work was performed, the employers agree to add twenty percent (20%) to the amount due as liquidated damages and not as a penalty.

Section 3. In the event payment is not made to the Plan within twenty (20) days following the end of the month in which the work was performed, and because of such delinquency, claims for benefits are denied employees of such Employer who would have been eligible for benefits if the Employer had not been delinquent, such Employer agrees to reimburse such employees or survivors of their estates in an amount equal to that which would have been paid by certificate through the Welfare

Fund Office; provided, however, the foregoing shall not apply to a member of The Builders' Association signatory to this Agreement unless such member has been notified prior to the occurrence of the event creating the claim for benefits by certified letter concerning the delinquency of payment due on behalf of such employee or employees by the Welfare Fund Office and the delinquent member Employer does not comply with the request for payment within ten (10) days. A copy of such certified letter shall be furnished the office of The Builders' Association.

Section 4. When reports or contributions are received more than twenty (20) days after the end of the calendar month in which the hours were worked, the Employer shall pay and the Trustees collect as liquidated damages an amount equal to twenty percent (20%) of each delinquent monthly contribution. Liquidated damages shall apply and be assessed whether or not litigation is required to collect the contributions.

Interest shall be imposed on and received from delinquent employers as follows:

Interest on the unpaid contributions computed per annum at the rate prescribed in Section 6621 of the Internal Revenue Code (presently sixteen percent (16%)). Interest shall apply and be assessed whether or not litigation is required to collect the contributions.

In the event litigation is instituted by the Fund to collect delinquent contributions, liquidated damages and interest as provided above shall be assessed. In addition to liquidated damages and interest, the following shall also be imposed on and received from the delinquent employer:

- a) Reasonable attorneys' fees and costs of litigation; and
- b) Reasonable costs of the audit

Section 5. The Employers also agree to permit representatives of the Funds' office to examine payrolls, social security reports and other records necessary to determine amounts due the Funds' Office under this section of the Agreement provided that such examination of records shall not be made more frequently than once every three (3) calendar years. However, the Trustees for the Trust Funds incorporated by reference in this Agreement have the authority to make more frequent audits if there is evidence that the Employer is not making proper or timely contributions to said funds.

Section 6. The Employer shall DEDUCT from the Hourly Wages stated in Article VI of this Agreement, for all employees covered by this Agreement, who voluntarily sign proper and legal authorization for such withholding, the sum of fifty cents (\$.50) per each payroll hour in the jurisdictional area of Laborers Local Union 676. Said sums shall be payable to the Construction Industry Laborers Fringe Benefit Funds as supplemental dues on behalf of such employees, 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 Agreement. If supplemental dues shall change in the duration of this Agreement, such changes shall be deducted from wages and/or benefits. Union shall provide thirty (30) day written notification of such changes to the Association.

This Section shall be subject to enforcement provisions as set forth above.

ARTICLE VI CLASSIFICATION AND WAGE SCALES

Section 1. Classifications of work are as follows: **General Labor:** Including handling and carrying of reinforcing steel, pumps of all types and heaters. **Custodial Laborer:** Includes cleanup and part of demolition crew. (See double asterisk [**] on page 4 for ratio of custodial laborers to general laborers.) **Semi-Skilled work:** Including Asphalt Raker, Crusher Feeder, Cement Finisher

Helper, Jackhammer and Airtool Operator, Power Tamper Operator, Pipe Layer (concrete or clay), Sand Blast and Gunnite Nozzlemen, Vibrator Operator, Wagon Drill Operator, Cat Drill Operator, and all work of a semi-skilled nature not listed. **Plasterer Tenders:** Including Mortar Mixer and Forklift Operator. **Powderman. Residential:** Up to and including four-plex family dwellings.

Section 2. WAGES

	Hourly Wages	Wel- fare	Pen- sion	Train- ing	Adv. Fund	Vaca- tion	CISAP	Suppl* Dues
Effective 4-1-03								
**Custodial Laborer	\$12.35	\$3.55	\$2.35	\$0.25	10¢	\$0.75	\$0.09	(\$0.50)
General Labor	14.35							
Plumber Helper	14.35							
Semi-Skilled Work	15.03							
Concrete Specialist	15.03							
Asbestos/Lead Abatement Worker	15.03							
Plasterer Tender	15.03							
Powderman	15.15							
Residential	10.73							

*NOTE: Amounts listed under column one "Hourly Wages" INCLUDE \$0.50 SUPPLEMENTAL DUES, which is to be deducted from employee's wages as stated in Article V, Section 6.

*Duties of the "Custodial Laborer" classification include cleanup and total demolition. "Cleanup" as defined herein includes removal of all unusable materials from the job, sweeping floors and cleaning permanent parts of the building. When performing demolition work there shall be a ratio of one custodial laborer for every two general laborers.

Upon notice to the Association from the Trustees of the Health and Welfare Fund, at least thirty days prior to the anniversary date of this Agreement, that an increase in benefit contribution is required to maintain the existing benefit level, it is agreed that an will be applied to the Health and Welfare Fund contribution effective April 1, 2004, and on April 1 each successive year of this agreement.

In the event an increase in contribution is requested to maintain the existing level of benefits April 1, 2004, April 1, 2005, April 1, 2006, it is agreed that upon at least thirty days notice to the Association prior to these anniversary dates wage rates in effect on such date shall be adjusted downward to conform with the requested amount by the trustees.

Effective April 1, 2004, there shall be a one dollar (\$1.00) increase for all classifications. Such increase to be taken in wages and/or fringe benefits at union's request.

Effective April 1, 2005, there shall be a one dollar (\$1.00) increase for all classifications. Such increase to be taken in wages and/or fringe benefits at union's request.

Effective April 1, 2006, there shall be a one dollar (\$1.00) increase for all classifications. Such increase to be taken in wages and/or fringe benefits at union's request.

If the union desires to convert any of the wage increases to fringe benefits, it will serve written notice to the Association at least thirty (30) days prior to the effective date of any annual wage installment due.

PREVAILING WAGE. If prevailing wage is less than scale, the Union agrees to negotiate with the contractors to come up with a wage that will be competitive. The new wage would be in effect for only that job and would not extend beyond two years. If there is a monetary increase during the duration of the job and the job lasts more than two years, the contractors agree to begin paying the increase at the end of the two-year period.

Employees working on free standing chimney and stacks which extend more than 40 feet high shall receive the following additional pay:

\$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.

Foreman Leadermen shall receive ten percent 10% per hour above the rate being paid laborers in any classification which they supervise.

Flagmen for cranes on labprets work, if fully qualified, shall be paid at semi-skilled rates.

When employees are working in ditches, pier holes, foundations or other excavations eight (8) feet or more deep, they shall be paid an extra fifteen cents (\$.15) above their regular scale. This paragraph shall be applicable when only the depth of such excavation is greater than the width.

Miners, in closed tunnels or shafts, 25 feet or more in length shall receive thirty cents (\$.30) per hour above the regular scale.

ARTICLE VII APPRENTICESHIP

1. New applicants for membership who cannot provide reasonable proof of 4000 or more hours of employment as a construction craft laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee, JATC) shall, whenever possible, enter the apprenticeship program. Any person entering by failing to maintain and complete his or her apprenticeship shall not be employed by the Employer as a journey worker under this agreement. The failure of any apprentice to maintain his or her apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

2. The Apprenticeship and Training Standards approved by the Federal Bureau Of Apprenticeship and Training or state apprenticeship committee are hereby incorporated by reference as part of this agreement.

3. Apprentice wage rates:

0 - 800 hours of credit	60% of Journeyman scale
801 - 1,600 hours of credit	70% of Journeyman scale
1,601 - 2,400 hours of credit	80% of Journeyman scale
2,401 - 3,200 hours of credit	90% of Journeyman scale
over 3,200 hours of credit	Journeyman scale

4. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

5. The Employer shall pay an Apprentice the full fringe benefit 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.

6. Entry into the apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual Apprentice.

7. The Employer shall participate in the apprenticeship program by "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 and training Standards approved by the Federal Bureau of Apprenticeship and Training are hereby incorporated by reference as a part of this Agreement.

8. The Employer may employ one (1) Apprentice whenever three (3) Journey persons (including a foreman) are employed within the jurisdiction of this Agreement and a ratio of three to one thereafter. Any Employer who does not normally employ three (3) Journeymen may employ one (1) Apprentice for up to 25% of the total journeyman hours worked in the previous year.

9. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the local Union to reassign the Apprentice to other employment in order to provide the experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the Apprentice from job to job but shall notify the local Union and the JATC of all reassignments.

10. An Apprentice shall not work on the jobsite unless supervised by a journey worker.

11. An Apprentice shall not be penalized for taking off from work to attend offsite training (through time off for training is unpaid).

**ARTICLE VIII
HIRING PROCEDURES**

Section 1. The Employer agrees 75% of the employees employed on any project shall be residents of the area of this Agreement if available.

Section 2. The Employer agrees he will request referral of applicants from the Union for all job openings and vacancies except as provided in the following paragraphs of this Article.

Section 3. The Union shall make such referrals on a non-discriminatory basis and shall have 4 hours to fill the Employer's request for such applicants, and failing to do so within that period, the Employer may secure such from any source available to him.

Section 4. The Employer may employ one employee or 25% of the employees on any job (whichever is the greater) without any restrictions whatsoever except as set out in Article IV and X of this Agreement.

Section 5. In addition to the above 25%, the Employer may employ at any time any employee who has previously performed work covered by this Agreement (a total of 60% of the working days for the preceding 12 months) in the area of this Agreement for any employers who are party to this Agreement, without prior Union notification or referral.

Section 6. The Employer shall have the prerogative to refuse the referral of named individuals for cause.

Section 7. Provisions of this Article shall not be applicable to residential construction except Section 1.

ARTICLE IX WORKING RULES

1. **Safety** - Employer agrees to take every reasonable precaution in the matter of safety including availability of suitable first aid supplies on all projects. Recognizing that safety is basically a personal responsibility the Union agrees to the mandatory wearing of hard hats or use of other safety devices whenever prescribed by the Employer, under penalty of dismissal. If any employee is injured on the job and is able to return to the job not later than the regular starting time of the following day, no time shall be deducted from the employee's pay because of time lost caring for said injury.

The Union agrees that every laborer on a construction project should take the Red Cross training. The Employer has the right to require the laborers employed on his project to attend the Red Cross Training program and carry the card with him. The Employer also agrees that laborers with Red Cross training cards will be given special consideration in case of layoffs.

2. The following days shall be recognized as holidays with work performed on these days being paid for at double-time rates as provided for below:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

If any of the above holidays fall on Sunday, Monday will be observed as the holiday. If any of the above holidays fall on Saturday, Friday will be observed as the holiday.

3. Employees ordered to work shall be put to work at the time ordered to report for work or be allowed one (1) hour's pay, (weather and conditions beyond the Employer's control permitting), and employees starting to work must be allowed not less than two (2) hours' pay, (weather and conditions beyond the Employer's control permitting). When employees are unable to work because of the strike of some other craft, the show-up time provisions of this Agreement shall not apply.

4. **Flexible Starting Time.** The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday.

All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week, provided that it does not conflict with federal, state, or local regulations or laws.

When the four (4) ten hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 A.M. and 6:30 P.M., exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer.

When the five day eight (8) hour work week is in effect forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

The Employer shall have the option of changing the regular work day or work week on any job when conditions as stipulated by the owner or the operating authority requires accommodations by the Employer.

If Saturday is worked as a make-up day, work shall proceed for a full shift unless prevented from working by inclement weather.

5. Employees shall report to the site of work where the job is located within the jurisdiction of this Agreement. If the laborer is required at a second job site in the same day the company will furnish transportation or mileage to the second job site. This will not apply to any moves made within the same county.

6. No work shall be done on Labor Day except to save life or property.

7. When Employees are required to work through the noon period they shall be paid time and one-half times the regular rate of pay for the entire noon period, unless employees are given a 30-minute lunch period to be taken no sooner than 11:00 A.M. and end no later than 1:00 P.M.

8. On jobs that cannot be performed during the regular work day, including heavy traffic areas such as offices, retail stores and shopping centers, work may be performed at the regular hourly rate and the time limitations found elsewhere in this Article shall not be applicable. All other work rules and other provisions of this Agreement shall apply when such work is being performed. Before starting any such project prior notification must be made to the appropriate local union office. All such work in excess of eight hours daily shall be at the appropriate overtime rate. This paragraph shall not apply to any project where work is being performed under International Agreement, Project Agreement, Maintenance Agreement, etc.

9. Two (2) or three (3) shifts shall be permitted provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 P.M. and end at 12:30 A.M. with one-half (1/2) hour for lunch between 7:30 P.M. and 9:00 P.M. and shall receive eight (8) hours' pay. The third shift shall begin at 12:30 A.M. and end at 8:00 A.M. with one-half (1/2) hour for lunch between 3:30 A.M. and 5:00 A.M. and shall receive eight (8) hours' pay.

10. At any time the Employer employs as many as six (6) employees from any classification, the Employer shall designate one of the six as leaderman.

11. The Employer shall furnish rubber boots when employees are working in water, sloppy concrete or mud that warrants the same; also rubber coats when employees are working in rain or where water drips on them. The employee shall sign for the items and if the items are not returned in good condition, less normal wear and tear, then the cost for replacement shall be deducted from the employee's check.

12. The Employer shall furnish drinking water and sanitary drinking cups at all times. Ice water will be furnished when needed.

13. It shall be the right of the Employer to name an established weekly pay day of his choosing. Not more than six (6) days shall be held back from the employee's pay check for any pay period. Pay check shall be delivered to employee at jobsite. Each pay check shall have a stub showing the number of straight time hours, the number of overtime hours, and the total number of fringe benefits being paid. If employees are compelled to wait after 4:30 P.M. for their pay they shall be entitled up to eight (8) hours straight time rate of pay for every twenty-four (24) hours waiting time, provided the delay is occasioned by willful negligence of the employer or his agents. In the event of layoff or discharge or if the employee quits of his own accord, the employee shall be paid on the next regular pay day.

14. All employees shall be given sufficient time to store tools before regular quitting time.

15. No time shall be docked employees while waiting for material after starting to work.

16. The Employer shall use such amount of employees necessary to tend the plasterers.

17. The cleaning and clearing of all debris, created by the work of the plasterers shall be the work of the laborers or plasterer tenders.

18. Employer shall furnish statement of earnings and deductions on all pay checks for employee's record.

19. Employees working four (4) hours or more over the regular work day shall have one (1) hour time out for lunch with deduction of pay.

20. No employee shall be permitted to furnish his own tools on any job. This section shall apply to employees working out of shops where there are three (3) or less employees employed.

21. No employee shall remain at the shop when not employed unless he receives full time pay. No employee shall report for work earlier than seven-thirty (7:30) A.M. except as herein provided.

22. The Employer may require the employee to attend a maximum of twenty-four hours of safety, 1st aid, OSHA or any other industry upgrading classes per calendar year. Cost of the classes will be the Employer's responsibility. The twenty-four hours of industry upgrading classes will be uncompensated.

**ARTICLE X
SUBCONTRACTING**

1. The Employer agrees whenever work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other work is 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. In the event the Employer party to this Agreement subcontracts work the subcontract shall contain the requirement that the employees of the subcontractor performing such work shall receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

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. At anytime that a contractor signatory to this agreement is bidding or negotiating work and is competing against non-union, open-shop or other competitors not constrained by this subcontracting clause, said signatory contractor shall be relieved of the obligation to comply with this clause for that project.

**ARTICLE XI
NEW EMPLOYEES**

Employers shall notify the Union by mail of new employees hired at the time such employee receives his first pay check if such employee was not an applicant referred for employment by the Union.

A new hired employee will be encouraged by the Employer and the Union to go through the training program established in this Agreement within a period of one year after hire.

**ARTICLE XII
UNION REPRESENTATIVES**

Section 1. The Business Representative of the Union shall be allowed to visit all jobs. Upon request of a Business Representative the Employer shall furnish satisfactory proof of wages paid to employees.

Section 1. The Union may appoint an employee 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 he is serving as steward.

Section 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.

Section 4. If overtime work is required, the steward shall be one of the employees 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 remains on the job as long as there is work of his craft which he is capable of performing, except for foreman.

Section 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 XIII EMPLOYER RESPONSIBILITIES

Employer shall comply with applicable state and federal laws pertaining to Social Security and Withholding tax and shall carry Workmen's Compensation, Employer's Liability and Public Liability Insurance.

ARTICLE XIV PRE-BID CONFERENCE

In areas where open shop work is predominate 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 and consideration of wages and working conditions.

All crafts with whom the Association negotiates with will be treated on an equal basis.

ARTICLE XV OTHER AGREEMENTS

It is further agreed by the parties hereto nothing in this Agreement shall preclude the making of agreements between the union and individuals or firms who are not members of the Association. However, it is further agreed 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 any employer of members of the Union on similar work done within the jurisdiction of this Agreement.

ARTICLE XVI ARBITRATION

Section 1. 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 representatives 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 three members appointed by the Association and three members appointed by the Union.

If these six members cannot settle the matter within ten (10) 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 six-man 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 his decision will be final and binding and must be in writing.

Any expenses involved in meetings or arbitration from the third step on will be paid by the losing party.

Section 2. 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 accepting this Agreement.

Section 3. The provisions of this Article shall not apply to any Employer not a member of The Builders' Association who agrees in writing to adopt, ratify and comply with the terms of this Agreement unless such Employer is a subcontractor of a member of The Builders' Association, and then only during the period and on the project where the subcontractor relationship exists.

ARTICLE XVII SAVINGS CLAUSE

It is the intention of the parties hereto to fully conform with all applicable laws and regulations and if any clause, or clauses of this Agreement be voided because of illegality it shall not affect the balance of the Agreement which shall remain in full force and effect and the parties agree that if and when any clause or clauses are declared illegal they shall immediately get together to the end that they may negotiate and agree upon a clause, or clauses, to replace those that have been declared illegal.

The employers and Union agree they will not discriminate against any employee or applicant for employment because of race, sex, age, religion or national origin and they will comply with all applicable anti-discrimination laws and regulations which apply to them. Whenever the masculine gender is used in this Agreement it shall apply with equal force and effect to the feminine gender.

ARTICLE XVIII DRUG AND ALCOHOL POLICY

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work.

The parties agree to incorporate herein by this reference the Mo-Kan Construction Industry Substance Abuse Program (CISAP) Agreement they have entered into and dated April 1, 2003. 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 a blood alcohol content test or urine drug test on any employee who has been involved in an accident on the job or when the employer has reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place. Such drug and alcohol test must be carried out in a professional and accurate manner. Any test or action taken as a consequence thereof shall be the sole and exclusive responsibility of the employer who uses or acts upon it and such employer shall hold the Union and the Association harmless from any liability that results therefrom and from the cost of any litigation involving the use of such tests or any acts by the employer as a consequence of such tests.

**ARTICLE XIX
TERM**

This Agreement shall be effective April 1, 2003 and shall remain in full force and effect until and including March 31, 2007. Further it shall be automatically renewed from year-to-year thereafter unless sixty (60) days written notice of desire of change or modification of the Agreement is served by either party upon the other prior to March 31, 2004, or any succeeding expiration date.

Dated this 30 day of April, 2003.

THE BUILDERS' ASSOCIATION

**LABORERS LOCAL UNION NO. 676 OF THE
LABORERS INTERNATIONAL UNION OF
NORTH AMERICA**

S.W. Baker

James Clark

**WESTERN MISSOURI AND KANSAS
LABORERS DISTRICT COUNCIL**

Stacey J. Salmon

CHUCK CLAYTON, B.M., LOCAL 676
(417) 869-2994

OUTSTATE LABOR BULLETIN

THE BUILDERS' ASSOCIATION

Serving Missouri and Kansas

Dan Morgan, President



Administrative Offices at 632 West 39th Street • Kansas City, Missouri 64111 • (816) 531-4741
 Outstate Offices: • Jefferson City (573) 893-3307 • Springfield (417) 883-6044 • Columbia (573) 499-9778

March 31, 2003

TO: ALL CONTRACTOR MEMBERS (SPRINGFIELD AREA)

As a result of recent negotiations, **The Springfield LABORERS' LOCAL #676:** and The Builders' Association have agreed to a new four year contract, Contract Term: 4-1-03 through 3-31-07 with increases of \$1.00, \$1.00, \$1.00 and \$1.00 each consecutive year. The Springfield Laborers Local 676 have advised us that they wish to distribute their April 1, 2003 economic increase of \$1.00 as follows: (\$.45) is to be added to Wages and (\$.55) is to be added to the Health & Welfare Fund. In addition to the above, nine cents has been allocated to start the CISAP Drug Testing Program.

The Custodial Laborer is \$12.35 per hour; General Laborer rate is \$14.35 per hour; the Plumber Helper is \$14.35. The Semi-Skilled Laborer, the Concrete Specialist and the Asbestos/Lead Abatement Wage Rate is \$15.03 per hour; Mason Tender is \$14.98 per hour; Master Mason Tender is \$15.48 per hour, and Powderman \$15.15 per hour. The Foreman rate is 10% per hour above the highest rate paid to laborers they supervise.

The Residential Laborer wage rate is \$10.73.

In addition to wages, effective April 1, 2003, Fringe Benefit Contributions will be as follows: Health and Welfare, \$3.55 per hour; Pension, \$2.35 per hour; Apprentice/Training, \$.25 per hour; Industry Advancement, \$.10 per hour; Vacation, \$.75 per hour and CISAP, \$.09 cents per hour. Additionally, \$.50 per hour shall be **DEDUCTED** from Wages as Supplemental Dues.

Work Rule Changes:

1. There will be a mandatory requirement effective April 1, 2004 for employees with less than 4,000 hours experience to belong to the apprenticeship program.
2. An industry wide drug-testing program (CISAP) has been approved. Details of the program, implementation and cost will be addressed in a further bulletin. The cost to the employer will be \$.09 per hour.

If you require additional information, please contact me at (573) 893-3307.

Sincerely,

Steve Baker, Manager
 Central Missouri & Southern Divisions

SWB/mm

STATE LABOR PLETTIN

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