

K:8624



JOINT AGREEMENT

BETWEEN THE

BUILDERS ASSOCIATION OF
MISSOURI

AND

LOCAL UNIONS NUMBERS
264 AND 1290

AND THE

WESTERN MISSOURI AND KANSAS
LABORERS' DISTRICT COUNCIL

AFFILIATED WITH THE

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA

EXPIRES MARCH 31, 2011



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**CONSTRUCTION AND GENERAL
LABORERS' UNION LOCAL
NO. 264**

1101 E. 87th St., Kansas City, MO 64131
816-361-1000

Les Williams, Business Manager / President
Reginald L. Thomas, Secretary / Treasurer
Meets 1st Tuesday in Each Month
6:00 P.M.

**CONSTRUCTION AND GENERAL
LABORERS' UNION LOCAL
NO. 1290**

2600 Merriam Lane, Kansas City, KS 66106
913-432-1903 913-432-2440

Mark Nidiffer, Business Manager and
Secretary-Treasurer
Meets 1st Tuesday in Each Month
6:00 P.M.

LABORERS JOINT AGREEMENT

THIS AGREEMENT is entered into by and between THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Association", and LABORERS LOCALS NO. 264 and NO. 1290 and the WESTERN MISSOURI AND KANSAS LABORERS' DISTRICT COUNCIL OF THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "Union".

DECLARATION OF PURPOSES

- To prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between employers and employees,
- To prevent waste and unnecessary and avoidable delays and expense,
- To aid in securing for the employers sufficient skilled workers at all times,
- To provide for Labor continuous employment insofar as possible, such employment to be in accordance with the conditions herein set forth and at the wages and fringes agreed upon,
- To stabilize conditions in the construction industry so that construction costs may be as low as possible consistent with fair wages and conditions,
- To preserve and continue the past friendly relations between the parties hereto,
- To establish the necessary procedure by which these ends may be accomplished.

DECLARATION OF PRINCIPLES

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

That there shall be no limitations as to the amount of work an individual shall perform during the working day,

That there shall be no restrictions of the use of machinery, tools or appliances,

That there shall be no restrictions of the use of any raw or manufactured materials, except prison made,

That no person shall have the right to interfere with workers during working hours,

That the foreman shall be selected by and be the agent of the employer,

That the workers are at liberty to work for whomsoever they see fit, but they shall demand and receive the wage and fringes agreed upon as hereinafter set out,

That the employers are at liberty to employ and discharge whomsoever they see fit, through the foreman, or direct if there is no foreman in charge,

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

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

ARTICLES OF AGREEMENT

Therefore, with the DECLARATION OF PURPOSES and DECLARATION OF PRINCIPLES as part of and fundamental to this Agreement, the parties hereby agree to the following:

ARTICLE I

1. **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 not later than the eighth day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the employer prior to the date of this Agreement and who are not now members

of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth day following the execution of 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 such person's 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. Agency Shop.** In states in which the foregoing provisions may not lawfully be enforced, the following provisions to the extent that they are lawful shall apply. Each employee who would be required to acquire or maintain membership in the Union if the foregoing Union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the eighth day following the beginning of such employment or the effective date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this contract and the representation of such employees. The service charge for the first month shall be in an amount equal to ninety percent (90%) of the Union's regular and usual initiation fee and dues, and for each month thereafter in an amount equal to ninety per-

cent (90%) of the regular and usual monthly dues.

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 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 in writing to the Union the laborer's starting date. The Union shall not, however, be obligated to indemnify the employer for any damages, expenses, or costs accruing, or incurred in the defense of any claims which may be made without merit or justification.
4. The Union security provisions in Paragraph 1 above shall not be effective in any state which prohibits union security, and shall in no event permit or require any greater union security in any state than is permitted by the laws of that state.

ARTICLE II JURISDICTION OF AGREEMENT

The jurisdiction of this Agreement shall extend to and include the work performed in the counties of: Carroll, Cass, Clay, Jackson, Lafayette, Platte, Ray and Saline in Missouri; and, Johnson, Leavenworth, Miami and Wyandotte in Kansas.

ARTICLE III

RECOGNITION AND WORK JURISDICTION

The Association hereby recognizes the Union as the exclusive bargaining agent for all employees of the Employer performing any type of construction work which has historically and traditionally been performed heretofore by Laborers in the geographical area of this Agreement.

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

The word "work" means all private and public building construction. Building construction is hereby defined to include; but not be limited to, building structures, including modifications thereof or additions thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall also include the demolition of and foundations for building construction. All excavation, site grading, clearing, backfilling and compaction required to be performed within the building and on the building site shall be defined as building construction.

Building work shall include, but not be limited to, all work on refineries, pump houses, lift stations, sewerage disposal plants, water treatment plants, all towers, power houses, utilities, all pollution abatement or control facilities, and all storage tanks and elevators.

The following shall be covered when on building sites:

Docks	Sewers
Pile Driving	Water Mains
Piers	Black Topping
Tunnels	Parking Lots and Facilities
Retaining Walls	Sodding
Sidewalks	

Nothing contained elsewhere in this Agreement shall be construed to define or determine any craft jurisdiction or the recognition thereof by the employer.

"Stick-Built Commercial Construction" is hereby defined as all non-residential construction with wood-framed load-bearing walls. There are no restrictions on height or end-use of such structures. Examples of this type of construction include, but are not limited to, stick-built nursing homes, motels, strip shopping centers and low-rise office and commercial buildings. Stick-built commercial construction includes all bargaining unit work, which is used in constructing the structure.

It is also agreed that if a jurisdictional dispute should occur, involving the Union and another Union, 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 for a final determination by them or their assigned representatives.

ARTICLE IV. GENERAL CONDITIONS

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

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

It shall not constitute a breach of this Agreement for any employee covered hereinunder to refuse to cross a lawful primary picket line of a Union at the job site.

The Employer shall be required to furnish names of new employees who are not referred by the Union provided: (1) that the request for any such list of names shall be in writing, and (2) that the job site does not have an appointed steward.

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

ARTICLE V SUBCONTRACTING

1. The Employer agrees that whenever any work covered by this Agreement in the Missouri counties of Cass, Clay, Jackson and Platte, and in the Kansas counties of Johnson and Wyandotte to be done at a site of con-

struction, alteration or repair of buildings, structures, or other work is subcontracted, it will be subcontracted only to employers who are a party to, or agree to become a party to, a current written Agreement with the above-named local unions or the Laborers' District Council covering these counties.

2. The Employer agrees that whenever any work covered by this Agreement in the Missouri counties of Carroll, Lafayette, Ray or Saline and the Kansas counties of Leavenworth and Miami 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.
3. The Union agrees to give due consideration for allowances or variance from the signatory clause in those instances where a contractor is endeavoring to comply with minority business enterprise requirements and women's business enterprise requirements of the specifications on a given project.
4. The purpose of this Article's clauses is to discourage contractors who are bound to this agreement from subcontracting traditional and historical work of the Laborers to non-signatory employers in order to avoid the wages and fringes and working conditions contained in this bargaining agreement. This Article shall not be used for advancing a jurisdictional dispute between two unions which both are claiming the same work. Such jurisdictional disputes shall be advanced

and addressed only by Article III, Recognition and Work Jurisdiction, final paragraph.

ARTICLE VI WORKING REGULATIONS

1. Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., with one-half (1/2) hour for lunch between 11:30 A.M. and 1:00 PM, except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time.

Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include contractual holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. This Saturday make-up is strictly voluntary and no employee shall be discriminated against if the employee chooses not to work on said make-up day. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty hours in a week must be paid at time and one-half. Saturday make-up day shall not be used to make up for time lost due to the contractual holidays

set forth in this agreement.

The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). In order to use a 4-10's schedule, the employer must use the 4-10's schedule for a minimum of one week and the entire crew for that employer must be under the 4-10's schedule. If using a 4-10's schedule, a Friday make-up day is allowed. With the consent of the Union and the Association, the employer may switch to a 4-10 schedule in the middle of a work week. If using a 4 (10) schedule, any work more than ten hours in a day or forty hours in a work week shall be paid at the time and one-half rate. Friday make-up day shall not be used to make up for time lost due to the contractual holidays set forth in this agreement.

All work performed on Sundays or holidays shall be paid at the double time rate. Shift work shall be governed as provided elsewhere in this agreement.

If any other craft working on the same project for the same employer is receiving an overtime rate, then the Laborers shall also receive the appropriate overtime rate.

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 set forth above 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 (or 10 hours if working a 4-10's schedule) 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.

2. The following days shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When the holiday falls on Sunday, the following Monday shall be observed; when any of the above holidays fall on Saturday, the preceding Friday shall be observed. No work shall be done on Sunday or any of the above holidays except to save life or property and then only with permission of the Local Union in whose jurisdiction the work is being performed. No employee shall be discriminated against for observing the Martin Luther King, Jr. national holiday.
3. Employees working through the lunch period shall be paid time and one-half for working the lunch period, and shall be allowed thirty (30) minutes off to eat. In the event employees are still unable to take lunch after their specified lunch period has been worked through, employees will be paid for the additional thirty (30) minutes worked in which they were not allowed to take off to eat. Lunch period is defined as "any time between 3-1/2 to 5 hours after the beginning of the shift." Employees working overtime shall, after working in excess of ten (10) hours, be allowed an additional thirty (30) minutes at time and one-half for

dinner without deduction of pay.

4. No employee shall be required to carry twelve inch concrete blocks or twelve inch cinder blocks.
 5. All mortar employees and tenders starting to work thirty (30) minutes ahead of the regular starting time shall be paid for starting time at the rate of time and one-half, regardless of the number of hours worked.
 6. Employees ordered to work shall be put to work at the time ordered to report for work or be allowed two (2) hours pay, weather permitting, and employees starting to work must be allowed not less than four (4) hours pay, weather permitting. When laborers are unable to work because of the strike of some other craft, the showup time provisions of this Agreement shall not apply.
 7. Laborer Foremen: Foremen or Pushers are to be chosen by the Employer and are working foremen or pushers at the discretion of the Employer. Where as many as six (6) laborers are employed on a job, one Laborer must be designated as a Labor Foreman or Pusher, and shall receive a minimum of One Dollar and seventy-five cents (\$1.75) per hour above the highest classification of employees working under that Foreman or Pusher's jurisdiction. If and when Foremen are removed from the contracts of the other General Trades, they will automatically at that time be removed from the terms of this contract. Effective April 1, 2009, increase foreman pay by (\$.25) per hour.
- Mason and Plasterer Tender Foremen: Where five or more hod carriers, mason or plasterer tenders are

employed on a job, there shall be a Foreman or Pusher. The Foreman or Pusher duties shall be to look after the classes of work in general and to see that the masons and plasterers are properly tended and shall be responsible for same. The Foreman or Pusher shall receive orders from the bricklayer or plasterer foreman or superintendent of the job. It shall be the duty of all mason and plasterer tenders to obey the orders of the Mason Tender Foreman or Pusher. All employees shall perform any part of the work requested of them by the bricklayer or plasterer foreman or superintendent without returning to the Mason Tender Foreman or Pusher for approval. No employee shall refuse to perform any duty requested of the employee by journeyman brick masons or plasterers. The Mason Tender Foreman or Pusher shall receive a minimum of One Dollar and seventy-five cents (\$1.75) per hour above the highest classification of employee working under the Foreman or Pusher's jurisdiction. Effective April 1, 2009, increase foreman pay by (\$.25) per hour.

8. An employee shall act as Steward on every job and the Steward shall be designated by the Business Manager who shall advise the Superintendent or Project Supervisor of such appointment. The Steward shall be from the local in whose jurisdiction the work is being performed. The Steward shall be subject to the same terms of employment as any other employee upon the work, but shall not be penalized for performing duties as Steward. In reducing the working force, the Steward shall be the last laborer on the job except for the Foreman, provided the Steward is qualified for the remaining work. After the Foreman, the Steward shall

be permitted to work when there is bargaining unit work being performed by the employer on the job, including overtime, provided the Steward is qualified to perform the work.

The Steward or any other laborer shall not stop or in any manner obstruct any work operation; any violation of this clause will subject the violator to immediate discharge. This clause does not in any manner apply where immediate safety is involved.

9. The Employer shall furnish rubber boots or overshoes when employees are working in water, sloppy concrete, or mud that warrants the same, also rubber coats when employees are working in rain or where water drips on them. The Employer shall furnish a suitable place for employees to change their clothes and eat lunch, properly heated when necessary. The Employer shall furnish ice water no later than sixty (60) minutes after starting time, and provide sanitary means of distribution. Reasonable toilet facilities shall be provided and same shall be kept clean and sanitary.
10. If the Employer requires the employees to remain on the job during a stoppage of work, they must be paid continuous time. No time shall be docked while waiting for material once the work has been started.
11. The Foreman shall report to the craft Steward and to the Employer, any accident which may occur upon the work. The Employer shall notify the Employer's insurance company in writing of all lost-time accidents involving employees covered by this Agreement. Any employee who incurs an injury on the job shall

not lose any time that day while securing medical treatment for such injury at a doctor's office or hospital.

12. The Employer shall furnish all necessary tools, and any employee found willfully misusing or destroying any tools of the Employer shall pay for the same, or be discharged.
13. 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.
14. No work shall be let by piece work, contract or lump sum, direct with laborers for labor services only.
15. When an employee is requested to report to an employer's yard, shop, or office, in lieu of reporting to a job site, the employee's time shall commence at that place of reporting in the same manner as though the employee had been requested to report at a job site. Similarly, when an employee is requested to report back to such yard, shop or office, the employee's time shall continue while complying with such request or instruction.
16. No employee shall remain at the shop or job site when not employed, and no employee shall report to work earlier than thirty (30) minutes before starting time.

17. Flag persons shall be furnished bright colored jackets or vests by the employer.
18. A ten-minute break period shall be allowed for each employee to be taken between one and one-half hours to two and one-half hours after start time if any other craft working on the same immediate crew with Laborers also is provided a morning break. The break shall be scheduled by the foreman and taken at the employee's place of work on the jobsite. Breaks shall not be scheduled or taken on those mornings during which a concrete pour is taking place. The break is not intended to be a general shut down of the project and employees shall not leave their work area to congregate for the break, nor shall they go to their cars.
19. The parties agree that there will be no employee referral system. This is not meant to preclude the identification of employees when filling requests for job applicants.
20. If steel-toed boots are required, then the employer shall pay up to \$70.00 to the employee toward the cost of purchasing such boots. No employee shall receive this reimbursement unless the boots are actually purchased (receipt required) and no more than once in a twenty-four month period.
21. 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 Association and accepting this Agreement, and, accordingly assigning that employer's exclusive bargaining rights to the Association. Before having the

right to accept this Agreement in this manner such contractor must be accepted to membership by the Builders' Association.

ARTICLE VII PAY DAY AND PAYROLL CHECKS

1. There shall be an established pay day for all laborers at least one day each week. All employees being paid by check shall be paid in full by quitting time on the job for all time worked up to and including the day marking the end of the pay period; if not paid by quitting time the employer shall be charged waiting time at the rate of straight time, until the employees are paid, a maximum of eight (8) hours for each twenty-four (24) hour waiting period, including Saturdays and Sundays. At the employers option, the employer may implement mandatory weekly payroll payment for laborers by direct deposit. In such a case, all current laborer employees shall be given one month's advance notice, in order to make account arrangements. No such payment by mandatory direct deposit shall be implemented before August 1, 2007; and only then, if one other trade employed by the same employer, also agreed to such payment. The same waiting time charges shall apply when the direct deposit is not made timely by the contractor on the day payment is due.
2. All employers paying by payroll check shall include a detachable check stub with all payroll checks, showing the number of straight time hours and the number of overtime hours worked by the employee in that pay

period. If more than one wage rate is paid the employee during a pay period the Employer must specify on the check stub, or attachment thereto, the classification, amount of pay, and hours worked at each pay rate. This stub shall also show the amount of each authorized payroll deduction and the amount of each fringe benefit payment accrued during the pay period in behalf of the employee. All payroll checks and check stubs shall have the employer's name and address printed thereon.

All payroll checks will be consecutively numbered and each check and its corresponding stub will carry identical number. Furthermore, each check stub will show the employee's name exactly as it appears on the check.

All employers utilizing payroll payment by direct deposit shall also furnish employees with payroll stubs providing the employee the same information as required elsewhere in this section 2, Article VII.

3. When an employee is discharged or laid off, the employee shall be paid by check on the job at the time of such discharge or layoff. When an employee is kept waiting for the employee's money, the employee shall be paid straight time for waiting until paid. When an employee quits work on the employee's own accord, the employee shall receive the employee's pay at the next regular pay day.

ARTICLE VIII

FRINGE BENEFITS & SUPPLEMENTAL DUES

1. **FRINGE BENEFIT PAYMENTS** - The parties hereto have agreed to provide a fringe benefit program as set out herein which program is to be maintained by contributions from employers under the terms of this Agreement and is established for the benefit of employees of members of the Association. The Association and the Union further agree that employees of employers, other than members of the Association and their employees, may participate and share in the benefits of this fringe benefit program jointly administered by the Union and the Association; providing, however, that said non-member employers sign a Stipulation on a form approved by all parties to this Agreement and fully comply with all the provisions of this Labor Agreement. This Article shall not be used for advancing a jurisdictional dispute between two unions which both are claiming the same disputed work. Such jurisdictional disputes shall be advanced and addressed only by Article III, recognition and Work Jurisdiction, final paragraph.

A. On all work covered herein each employer shall pay to the Fringe Benefit Program the amounts per hour set forth in Article XII for each hour worked (whether regular or overtime) to each employee, whether a member of the union or not, performing work covered by this agreement in the jurisdiction geographically covered by this Agreement to such depository as may be designated by the Union, the Trustees and the Association, each month this

contract is in effect, which payment shall be made within ten (10) days after the last day of the preceding month for the hours paid during said preceding month. Simultaneously with making said payment the employer shall also file a written report with said Depository setting forth the names, social security numbers, the hours paid and the county work was performed for each employee for whom payments shall have been made during said period and such other information as the fringe benefit program trustees desire. Upon receipt of these payments the Depository shall credit to the account of the GREATER KANSAS CITY LABORERS' WELFARE FUND, the GREATER KANSAS CITY LABORERS' PENSION FUND, the GREATER KANSAS CITY LABORERS' VACATION PLAN, the GREATER KANSAS CITY LABORERS' TRAINING FUND and the MO-KAN CONSTRUCTION INDUSTRY SUBSTANCE ABUSE FUND, the per hour amounts for each as set forth in Article XII of this Agreement. Each of these funds are established in accordance with the terms of Trust Agreements consummated between the Union and the Association and all the parties participating hereunder agree to be bound by the terms and provisions of such Trust Agreements. (The hourly Vacation monies as shown in Article XII shall be added to wages in making the required statutory deductions and the full hourly amounts shall be remitted with the other fringe benefit payments.) One cent (1¢) per hour, as set forth in Article XII of this Agreement, shall be credited by the Depository to the account of the Association

(LABORERS' ADMINISTRATIVE EXPENSE ACCOUNT). The purpose of this One cent (1¢) contribution is to assist the Association in partially defraying its costs of furnishing the management's share in the Association's costs in time and effort in establishing and maintaining all the records provided for in this Agreement. Twenty-eight cents (\$.28) per hour, as set forth in Article XII of this Agreement, shall be credited by the Depository to the account of the Association (LABORERS' INDUSTRY ADVANCEMENT FUND). Such Fund is to be administered by the Association. This Fund is created in general to improve general conditions and relationships of the construction industry as a whole, which shall include, but not be limited to, industrial relations, public relations, labor relations, safety and any other function which is designed to advance and promote the interests of the building industry generally.

- B. Each Employer shall, upon request of an official designated agent of the fringe benefit program, permit such agent or designee during regular business hours to inspect and make copies of any and all records of the employer pertaining to compensation paid to employees, hours paid for employees, monies withheld from employees for taxes paid on account of employees and all other records relevant to and of assistance in determining whether the Employer's obligations hereunder to make payments to the Depository have been faithfully performed.
- C. No employee shall have the option to rec

instead of the benefits provided for by the Agreements and Declarations of Trust, any part of the payments of an employer. No employee shall have the right to assign any benefits to which the employee may be or become entitled under the terms of the Agreements and Declarations of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust herein created or through severance of employment or otherwise.

- D. It is further agreed by and between the parties hereto that all the funds and all parts of the fringe benefit program will be used and operated at all times in such a manner that payments to the funds by the employer contributors will be deductible as expense items of said employers for income taxing purposes with all governmental taxing units.
- E. Employers are hereby put on notice that the trustees of this fringe benefit program have broad powers to insure the collections of contributions and the preservation of the trust, including, but not limited to, requiring employers to put up advance cash deposits, imposition of assessments and/or liquidated damages, recovery of costs and instituting legal action in the courts against delinquents. If it becomes necessary for the trustees to file suit against an employer for delinquent fringe benefit monies due, the employer agrees to pay, in addition to liquidated damages, all litigation costs, including a reasonable attorney fee and audit costs.

In the event that an employer has failed to pay in full the amount owing to the fringe benefit funds

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

F. It is agreed by and between the parties hereto that all employers working under this Agreement will provide the statutory workmen's compensation and the statutory unemployment compensation for all employees working for them under this Agreement

2. **SUPPLEMENTAL DUES** - In accordance with the terms of an individual voluntary written authorization and check-off of membership dues in a 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 ninety cents (90¢) per hour for each payroll hour as Supplemental Dues.

A. In view of the mobility and transitory nature of the employees covered by this Agreement and to facilitate an orderly procedure for effecting a Dues Check-off for employees who have authorized such deduction, the Association, as Agent for the employers, shall operate and maintain a central file

and account of all employees who have authorized employers to make such deduction as payment for their dues. ALL EMPLOYERS ACCORDINGLY SHALL DEDUCT THE AFOREMENTIONED NINETY CENTS (90¢) PER HOUR FROM THE WAGES OF EACH EMPLOYEE COVERED HEREBY AND REMIT SUCH PAYMENT ON THE FORMS PROVIDED FOR THE PAYMENTS OF THE FRINGE BENEFIT PROGRAM AND THE AMOUNTS THEREOF SHALL BE CREDITED BY THE DEPOSITORY TO A SEPARATE ACCOUNT OF THE ASSOCIATION, PARTY HERETO. The Association will check the authorizations in its file and either remit the amount received in behalf of the employee to the appropriate local union (based on the jurisdiction of the job location), or to the employee if no authorization card is in the Association file. The above payments by the Association shall be made by the end of each month for all monies received in its account by the 10th of that month.

- B. The Union agrees that it shall indemnify and hold harmless the Association and its members for any judgement or costs (up to and including reasonable attorney fees) resulting from any lawsuit brought under the Supplemental Dues provisions of this Agreement.

ARTICLE IX OTHER AGREEMENTS

It is agreed by the parties hereto that when the Business Manager or any officer of either of the local unions, party

to this contract sign a Stipulation on a form approved by all parties to this Agreement with any employer, said stipulation will bind both local unions and the employer to the entire area of the contract.

It is further agreed by the parties hereto that, when any of the local unions sign a stipulation with any employer, said stipulation will be signed in triplicate and the Association furnished with a copy thereof. Furthermore, when any of the local unions make any kind of a contract with any employer covering any kind of similar work as that covered by this Agreement, then the Association will be furnished with a signed copy thereof. It is further agreed that the Association shall automatically be given the advantage of any lower rate of wages or better terms and working conditions than those resulting through this Agreement if obtained by an employer of employees represented by the Union on similar work done within the jurisdiction of this Agreement.

ARTICLE X ARBITRATION

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

Any differences will first be discussed by and between the parties involved and/or the steward, superintendent or employer. Should the Steward and the Employer or the Employer's representative be unable to adjust any griev-

ance, dispute or complaint without delay, the Steward shall immediately notify the Business Manager of the Steward's Union. The Business Manager of the Union and the Employer or the Employer's representative shall then attempt to adjust the grievance, dispute or complaint. Any dispute or grievance of an employee not reported to the employer within ten (10) working days after the occurrence of same shall be declared invalid and not processed. If the matter cannot be adjusted at the job level, it shall be referred by either party, whether the employer party is a member of the Association or not, 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. The Association and the Union may mutually agree to waive any step or steps of this grievance procedure.

If these Arbitration Board members cannot settle the matter within ten (10) days, they will choose a neutral third party who shall act as arbiter. The decision of the arbiter shall be final and binding upon both parties and must be in writing. If the six-member 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; after each side has struck two names the remaining name on the list will become the arbiter. The arbitrator's 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.

ARTICLE XI WAGE RATES & CLASSIFICATIONS

AREA I shall be comprised of the counties of Cass, Clay, Jackson and Platte in Missouri and Johnson and Wyandotte in Kansas.

AREA II shall be comprised of the counties of Lafayette and Ray in Missouri, and Leavenworth and Miami counties in Kansas.

AREA III shall be comprised of Carroll and Saline counties in Missouri.

Fringe Benefits & Supplementary Dues Payment Schedule

	4-1-07
LABORERS HEALTH & WELFARE FUND	\$4.80
LABORERS PENSION FUND	4.15
LABORERS ADMINISTRATIVE ACCOUNT	.01
LABORERS INDUSTRY ADVANCEMENT	.28
CISAP DRUG PROGRAM	.06
LABORERS TRAINING FUND	.45
LABORERS VACATION FUND*	1.30
	<hr/>
	11.05

SUPPLEMENTAL DUES (Deduct from Wages)* .90

\$11.95

*See instructions - Article VIII

It is agreed that a portion of the wage increase of \$1.50 per hour to be effected April 1, 2008, \$1.50 per hour to be effected April 1, 2009 and \$1.40 per hour to be effected April 1, 2010 may be apportioned to payments to the established fringe benefit programs provided the Union gives a written notice to the Association to such effect thirty (30) days prior to those anniversary dates. In this event, the wage increases to be effective on such date, in any such area, shall be adjusted downward to conform to the changes so made.

Effective on April 1, 2008 and 2009, add one cent (1¢) to the Laborers Industry Advancement Fund.

AREA I

	RATE OF PAY PER HOUR EFFECTIVE
Classification	4-1-07
General Laborer	\$23.25
Air Tamp Operators	
Brush Feeders or Pulverizers	
Carpenter Tender	
Chain Saw Operators	

Ditch Witch Operators
Georgia Buggies Self Propelled
Hose Person
Jackhammer and Chipping Hammer Operators
Landscape Persons
Pier Hole Diggers (Over 10 feet)
Plumber Laborers (Conduit Pipe, Sewer Work, Drain
Tile and Duct Lines, Digging and Back Filling)
Power Tool Operators
Reinforcing Steel Handlers
Salamander Tenders
Signal Person
Sod Layers
Swinging Scaffolds
Track Persons
Wire Mesh Handlers or Setters
Wreckers/Demolition Persons (For Alterations or
Entire Projects)

Semi-Specialist Laborer **\$23.65**

Fork Lift
Brick Tender
Plasterer Tender,
Stone Mason Tender

(Semi-Specialist includes all Hod Carrier classifications
previously shown as Mortar person and Scaffolding)

Specialist Laborer **\$24.05**

Asphalt Rakers
Barco, Jackson or Similar Tamp Operators

Concrete Saw Operators
Cutting Torch or Burner Person
Grade Checker
Lead Removal Person
Mastic Hot Kettle Person
Powder Person
Removal of Hazardous Waste and/or Asbestos
Sandblasting and Guniting Nozzle Person
Straight Edge Person
Vibrator Operator
Wagon and Churn Drill Operators
Welding

On all projects located in Areas II and III that are prevailing wage jobs (i.e., have prevailing wages set by a governmental agency), if said prevailing wages are less than the wages set forth in this Agreement, the prevailing wages as set forth shall be the minimum wage required to be paid by this Agreement, notwithstanding wage rates included herein. The then current fringe benefits for the project shall be paid and if increases to fringe benefits are necessary during the project that amount shall be added to the total economic package.

AREA II

ALL CLASSIFICATIONS \$1.00 LESS THAN THOSE
IN AREA I

AREA III

Classification	RATE OF PAY PER HOUR EFFECTIVE
General Laborer	4-1-07 \$20.90
Air Tamp Operators	
Brush Feeders or Pulverizers	
Carpenter Tender	
Chain Saw Operators	
Ditch Witch Operators	
Georgia Buggies Self Propelled	
Hose Person	
Jackhammer and Chipping Hammer Operators	
Landscape Persons	
Pier Hole Diggers (Over 10 feet)	
Plumber Laborers (Conduit Pipe, Sewer Work, Drain Tile and Duct Lines, Digging and Back Filling)	
Power Tool Operators	
Reinforcing Steel Handlers	
Salamander Tenders	
Signal Person	
Sod Layers	
Swinging Scaffolds	
Track Persons	
Wire Mesh Handlers or Setters	
Wreckers/Demolition Persons (For Alterations or Entire Projects)	

Semi-Specialist Laborer **\$21.30**

Brick Tender
Fork Lift
Plasterer Tender,
Stone Mason Tender

(Semi-Specialist includes all Hod Carrier classifications previously shown as Mortar person and Scaffolding)

Specialist Laborer **\$21.70**

Asphalt Rakers
Barco, Jackson or Similar Tamp Operators
Concrete Saw Operators
Cutting Torch or Burner Person
Grade Checker
Lead Removal Person
Mastic Hot Kettle Person
Powder Person
Removal of Hazardous Waste and/or Asbestos
Sandblasting and Guniting Nozzle Person
Straight Edge Person
Vibrator Operator
Wagon and Churn Drill Operators
Welding

STICK-BUILT, WOOD-FRAMED CONSTRUCTION - The rate for all stick-built, wood-framed construction, not covered by the residential agreement between the Builders' Association and the Western

Missouri and Kansas Laborers' District Council, of the Laborers' International Union of North America, and Laborers' Locals No. 264 and No. 1290, shall be 75% of the appropriate area base rate plus full fringes for the full duration of this agreement in all areas. This rate shall cover all bargaining unit work to be performed on the above-referenced construction. This wage rate may be reviewed annually, and upon the agreement of both the Union and the Association, adjusted for future work not yet bid.

DRYWALL CONSTRUCTION for purposes of this Agreement is defined as all work involved in installing sheetrock, metal and wood studs, sheetrock and acoustical ceilings, and drivet-type exterior panels.

On projects where the Laborer is servicing another craft or crafts working for the same employer, and that craft or those crafts have agreed to make a wage concession in order to maintain their competitiveness, the Laborer shall make the same concession, with the same restrictions, if any.

Hourly rates for employees whose primary duties are of flag person will be \$2.00 per hour less than the general laborer in all areas.

Projects which straddle county lines shall receive the wage rate of the higher county, if there is a differential between them.

The Union and the Association, at the request of either party, will hold a pre-bid conference for the purpose of considering and making agreed to adjustments of wages and working conditions for individual projects where the

overall circumstances and conditions relating to such projects are mutually deemed to be warranted.

Provisions of the National Stack Agreement shall be applicable to this contract.

Laborers working in boilers where the temperature is in excess of One Hundred (100) Degrees shall work thirty (30) minutes and rest thirty (30) minutes out of each hour.

ARTICLE XII 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 Laborers' International Union of North America, Locals No. 264 and No. 1290, for the trade of Construction Craft Laborer who are further defined and named under Article XII, sub-section "Classifications" of this Agreement. This apprenticeship program was placed into effect upon formal approval of the Department of Labor, Bureau of Apprenticeship and Training (B.A.T.) and appropriate state agencies. This apprenticeship program shall be a "Letter of Intent" type of program and shall be administered by the Joint Apprenticeship Committee comprised by an equal number of members of the Builders' Association and the Laborers' District Council. The Apprenticeship Standards of the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee approved by

the Kansas Apprenticeship Council and/or the Bureau of Apprenticeship Training of the United States Department of Labor are hereby incorporated by reference as part of this Agreement. Effective April 1, 2003, 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, alternately, 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:

Hours of Credit	Scale
0 -800	60% of Journeyman
801 -1,600	70% of Journeyman
1,601 -2,400	80% of Journeyman
2,401 -3,200	90% of Journeyman
over 3,200	Journeyman

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, Hod Carrier/Tender and Specialist Laborer classification

rates of pay as established in the area Collective Bargaining Agreement. The flag person reduction does not apply to Apprentices.

3. Employers shall pay apprentices the full fringe benefits package as described in this contract, except that the pension contribution for all apprentices shall be one-half (1/2) of the normal pension contribution.
4. The employer may employ one (1) apprentice whenever three (3) journeymen (including a foreman) are employed within the jurisdiction of this Agreement and at a ratio of three to one thereafter. Any Employer who does not normally employ three (3) 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 any apprentice to maintain his or her appren-

... ticeship 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 XIII.

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

ARTICLE XIII DRUG & ALCOHOL POLICY

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

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, all employers will require all employees to be in good standing in the CISAP program.

In order to assure that all Laborers employed under the terms of this Agreement specifically meet the CISAP Drug Card qualifications for employment, all Laborers will be required to contact the Union office for CISAP Drug Card verification before reporting to work. Employers will be at liberty to hire whomsoever they see fit, regardless of placement of any registry maintained by the Union, subject only to the Union's verification that the specified Laborer meets the Drug Card qualifications established by the CISAP Agreement. In response to all requests for Laborers, whether they are for specific Laborers by name or not, the Union will ascertain the good status of the Laborers' CISAP Drug Card and will promptly issue a CISAP Verification Certificate to this effect, where appropriate, in order that the Laborer can commence work without delay.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for the Laborers during the term of this Agreement, the parties will, in good faith, attempt to establish an alternate drug and alcohol testing program.

ARTICLE XIV NEW EMPLOYEES

The parties agree that there will be no employee referral system. This is not meant to preclude the identification of employees when filling requests for job applicants.

Whereas, there has been a growing problem in the industry the last few years of employers employing new and inexperienced workmen at times when many of the regu-

lar year-around employees were out of work; and whereas, this practice has created a situation where experienced employees have often times had long periods of unemployment or have had to leave the industry to find employment while new and inexperienced employees were being put to work; and whereas, management desires to maintain its management rights as set out elsewhere in this contract; and further whereas, the Union desires to afford some protection of work potential to the long-time experienced employees;

NOW THEREFORE, it is agreed by and between the parties hereto that the experienced work force which the industry normally relies upon year around must be given preference as follows: In order that the Association may prevent, insofar as possible, the entrance of large numbers of inexperienced transient or temporary workers into the industry to the detriment of the experienced and stable work force which is conducive to the efficiency of the industry, it is hereby agreed that employers under this Agreement will not put to work any new employee until after they have received written permission from the Association to do so. A new employee as herein used shall mean an employee who has not previously worked for an employer in the area covered by this Agreement or whom the employer has not employed during the past year. The Association will make its determinations based on work volume, number of men out of work, peculiarities of the job, time and circumstances, and by the records as shown by the fringe benefit files.

This provision is not intended to limit the employers in their right to hire under other provisions of this

Agreement except insofar as they hereby grant to the Association, as set out above, the right to safeguard the interest of the construction industry in this area by allowing the Association to give employment preference to experienced employees who look to the industry the year around for employment and who have some degree of permanency in the industry. The Union agrees to give allowances or variances from the new employee clauses in those instances where a contractor is endeavoring to comply with field personnel diversity issues and/or MBE/WBE/DBE requirements, whether dictated by the specifications on a given project or as a result of governmental ukase.

This provision is for the above purposes only and is not intended to permit any discrimination for the purpose of encouraging or discouraging membership in the Union, or to permit any discrimination based on race, color, creed, religion, age, sex or national origin. The Union agrees to indemnify and hold harmless the Employer and/or the Builders Association from all causes of action and/or liability arising under this Article, New Employees.

Trainees or apprentices who have completed a training program established by the parties hereto pursuant to this Agreement who have not been previously employed in the construction industry may not be employed without a referral from the appropriate local union in whose jurisdiction the proposed employment is located.

ARTICLE XV SAVINGS CLAUSE

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Agreement, and in the event that any clause of this Agreement should be contrary to any law, state or federal, said clause shall be inoperative in such state and the remainder of the Agreement shall remain in full force and effect.

ARTICLE XVI

The employers and the Union agree that they will not discriminate against any employee or applicant for employment because of sex, race, religion, creed, color, age or national origin, and that they will comply with all provisions of Executive Order 11246, the rules, regulations and relevant orders of the Committee on Equal Employment Opportunities established by the President of the United States. Any statement in this agreement referring to the masculine gender or one gender is hereby agreed to be interpreted as applying to both genders.

ARTICLE XVII
TERM

THIS AGREEMENT shall be effective April 1, 2007 and shall remain in full force and effect until March 31, 2011 and shall be automatically renewed from year to year thereafter unless opened by either party hereto for changes or termination by a notice to the other party at least sixty (60) days prior to the expiration date.

Dated this _____ day of _____, 2007

THE BUILDERS' ASSOCIATION

/s/ Jeffery L. Chaikin

LABORERS' LOCAL UNIONS NO. 264 AND NO.
1290 OF THE WESTERN MISSOURI AND KANSAS
LABORERS' DISTRICT COUNCIL, INTERNATIONAL
UNION OF NORTH AMERICA

/s/ Mark R. Nidiffer

/s/ Leslie W. Williams

**ADDENDUM NO. 1
CUTTING & CORING
LABORERS' JOINT AGREEMENT**

This agreement is entered into by and between THE BUILDERS' ASSOCIATION hereinafter referred to as the "Association", and LABORERS' LOCALS NO. 264 AND NO. 1290 and the WESTERN MISSOURI AND KANSAS LABORERS' DISTRICT COUNCIL OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "Union" and is an addendum to the joint agreement between the same parties subject to the current collective bargaining agreement, and shall be referred to as "The Joint Agreement" and except as specifically modified by this addendum all other terms of said joint labor agreement shall be in full force and effect.

This addendum is to apply only for laborers engaged in concrete cutting, sawing, coring and removal on building and residential projects only, not heavy and highway projects.

The wage rate for commercial jobs shall be the same as "The Joint Agreement."

All time worked in excess of ten (10) hours a day or forty (40) hours per week, Monday through Saturday, shall be paid at the rate of time and one-half the hourly rate. Work performed on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas must be paid for at double time.

The wage rate for all "Residential Work" shall be Three dollars (\$3.00) less than the commercial scale as described

in "The Joint Agreement."

"Residential Work" is hereby defined as any wood frame residential structure of three stories or less. In addition, "Residential Work" is also defined to be repair and rehabilitation work on existing buildings (not new construction) in which the contractor is contracting directly with the owner rather than a prime contractor, there is no other union contractor on the site when the work is being done, and the owner employs less than thirty employees at the job site.

Fringes, as required in "The Joint Agreement," shall be due on all hours of work, both commercial and residential.

Contractors doing cutting, coring and sawing of concrete on commercial and residential jobs will be allowed one laborer trainee or apprentice for every two journeymen employed by the contractor. Said trainees shall be referred by the Union at all times, however, the employer shall at all times be able to employ any person the employer desires as a trainee by signing a letter of intent to hire said individual as a laborer trainee and the Union shall in no way restrict who the employer may hire as a trainee other than as is already stated in "The Joint Agreement."

Trainees shall be paid the following percentages of current wage rates of a journeyman doing similar work, plus all required fringes as provided by "The Joint Agreement." This trainee scale is only applicable to Trainees referred by the Union and to individuals who have not previously worked as a journeyman laborer, nor drawn journeyman scale. (Apprentices shall be paid according to the schedule for apprentices in Article XIII.)

1st 6 months of employment	60% of scale
2nd 6 months of employment	70% of scale
3rd 6 months of employment	80% of scale
4th 6 months of employment	90% of scale
Thereafter	100% of scale

The provisions of this Addendum shall become effective for any laborer employer who becomes signatory to "The Joint Agreement" through either The Builders' Association or the Union.

ADDENDUM NO. 2
FINAL CLEANUP
LABORERS' JOINT AGREEMENT

This agreement is entered into by and between THE BUILDERS' ASSOCIATION hereinafter referred to as the "Association", and LABORERS LOCALS NO. 264 and NO. 1290 and the WESTERN MISSOURI AND KANSAS LABORERS' DISTRICT COUNCIL OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "Union" and is an addendum to the joint agreement between the same parties subject to the current collective bargaining agreement, and shall be referred to as "The Joint Agreement" and except as specifically modified by this addendum all other terms of said joint labor agreement shall be in full force and effect.

This addendum is to apply only for Laborers engaged in Final Cleanup. Final Cleanup is herein defined as the last sweeping, vacuuming or mopping of floors in preparation for the laying of carpet, tile, or other floor covering materials. Final Cleanup is also defined as including, but not limited to, the final sweeping, vacuuming, mopping, dusting of walls, floors and ceilings or cleaning of windows, mirrors, toilets or other bright work and fixtures in preparation for turning over the project, i.e. buildings, to the owner. Hourly rates for employees engaged in Final Cleanup shall be at the rate of \$2.00 less per hour than the General Laborer in all areas. Fringes as required in the "Joint Agreement" shall be applicable on all hours worked.

**Fringe Benefits & Supplementary Dues
Payment Schedule**

	4-1-08	4-1-09	4-1-10
LABORERS HEALTH & WELFARE FUND	_____	_____	_____
LABORERS PENSION FUND	_____	_____	_____
LABORERS ADMINISTRATIVE ACCOUNT	_____	_____	_____
INDUSTRY ADVANCEMENT CISAP DRUG PROGRAM	_____	_____	_____
LABORERS TRAINING FUND	_____	_____	_____
LABORERS VACATION FUND*			
Subtotal	_____	_____	_____
SUPPLEMENTAL DUES (Deduct from Wages)*			
Total	_____	_____	_____

*See instructions - Article VIII

It is agreed that a portion of the wage increase of \$1.50 per hour to be effected April 1, 2008, \$1.50 per hour to be effected April 1, 2009 and \$1.40 per hour to be effected April 1, 2010 may be apportioned to payments to the established fringe benefit programs provided the Union gives a written notice to the Association to such effect thirty (30) days prior to those anniversary dates. In this event the wage increases to be effective on such date, in any such area, shall be adjusted downward to conform with the changes so made.

Effective April 1, 2008, 2009, and 2010, add one cent (.01) to the Laborers Industry Advancement Fund.

AREA I

General Laborer

4-1-08

4-1-09

4-1-10

Hod Carrier/Tender

4-1-08

4-1-09

4-1-10

Specialist Laborer

4-1-08

4-1-09

4-1-10

AREA II IS \$1.00 LESS THAN AREA I.

AREA III

General Laborer

4-1-08

4-1-09

4-1-10

Hod Carrier/Tender

4-1-08

4-1-09

4-1-10

Specialist Laborer

4-1-08

4-1-09

4-1-10

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