

Laborers - Joplin

May 1, 2018 to April 30, 2023

AGREEMENT

ARTICLE I

This Agreement is made by and between Signatory Contractors and Laborers' Local No. 319, the Western Missouri & Kansas Laborers' District Council of the Laborers' International Union of North America, hereinafter referred to as the Union.

ARTICLE II

JURISDICTION OF AGREEMENT

The jurisdiction of this Agreement shall extend to and include all work performed in the jurisdiction of the Union which includes the counties of Jasper, Newton and McDonald in the State of Missouri.

ARTICLE III

TERM

This contract shall become effective May 1, 2018 and continue in effect until April 30, 2023. It is agreed that this contract shall automatically be renewed thereafter from year to year unless opened by either party at least sixty (60) days prior to the expiration date.

ARTICLE IV

JURISDICTION OF WORK

The parties hereto agree and recognize that the jurisdiction of the Union over work shall be that jurisdiction recognized and accepted by the National Joint Board for the Settlement of Jurisdictional Disputes. However, if the Contractor chooses to assign any work to the Laborers then this assignment shall overrule any language in this paragraph.

ARTICLE V

DECLARATION OF PRINCIPLES

1. The Union shall place no limits on the amount of work performed by a laborer during his working day.
2. That there shall be no restrictions on the use of machinery, tools, appliances or methods of operation.

3. That no person shall have the right to interfere with workmen during working hours.
4. That there shall be no restrictions of the use of any raw or manufactured materials.
5. That the foreman shall be selected by the employer; however, as far as possible, members of Local 319 selected as foreman by contractors shall have been members of the Local for more than one (1) year.
6. That all workmen are at liberty to work for whosoever they see fit.
7. That the employers and their supervisory personnel shall not verbally abuse employees.

ARTICLE VI

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 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 conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the employer by the Union to such effect, obligate the employer to discharge such person.

The Union agrees to indemnify the employer and hold the employer harmless from any final determination of liability to any employees by reason of the discharge of such employee if such discharge was caused and affected 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 laborer's date of starting of employment, the Contractor 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.

This entire article shall not be effective in any State which prohibits Union Security provisions, 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 VII

GENERAL CONDITIONS

1. Workmen are to be paid the wage applicable to the classification of work performed, and in return the employer is to receive a fair and honest day's work without any slowing down or stoppage of work.
2. The authorized representative of the Union may visit jobs during working hours, but shall not hinder or interfere with the progress of the work.
3. There shall be no lockout or strike during the term of this Agreement.
4. The employer shall furnish fresh ice water and paper cups daily, no later than thirty minutes after starting time.
5. The employer shall have the right to discharge any workman whose work is unsatisfactory, or who fails to observe safety precautions or other rules and regulations prescribed by the employer, for the health, safety and protection of his workmen.
6. A steward may be appointed by the Business Representative of the Union from men on the job. The steward shall be subject to the same terms of employment as any other employee upon the work, but shall not be penalized or discriminated against for performing the normal and reasonable duties of his office. In reducing the working force, the steward shall be the last man to be discharged except for key personnel which shall be limited to one (1) man.

If overtime work requiring one or more men, the steward shall be one of the workmen to perform the work if he so desires and is qualified to do the work. The steward shall not be discharged without prior notification to the Business Representative.

ARTICLE VIII

WORKING RULES

1. Eight (8) hours shall constitute a day's work and shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. Starting time may be advanced or delayed by the employer up to

two (2) hours from the regular starting time. Any hours worked in excess of eight (8) hours shall be paid for at one and one-half times the regular rate of pay. Workmen shall be paid transfer time from one job to another for the same employer in any one day. Sufficient time shall be allowed workmen to pick up tools prior to quitting time. Any overtime pay shall not be for less than fifteen (15) minute increments.

1-A 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 Contractor, 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.

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

2. All hours worked between 4:30 p.m. Friday and 4:30 p.m. Saturday shall be paid for at the rate of time and one-half. All hours worked from 4:30 p.m. Saturday until 8:00 a.m. Monday and all holidays shall be paid for at double the regular rate of pay.
3. Employees failing to work a regular forty-hour week due to the inclement weather may work on Saturday at the regular rate of pay. If an employee declines to work Saturday as a make-up day, he shall not be penalized but can be replaced by another employee. Laborers working on the job site in which another basic trade craft receives overtime pay, then the laborers shall receive overtime pay.
4. Holidays shall include New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. When any of the above named holidays shall fall on Sunday, the following Monday shall be observed as such holiday. If any other craft is afforded a contractual provision observing Friday as the holiday when the holiday falls on Saturday, by the Signatory Contractors, Laborers' Local No. 319 shall be granted the same provision. If another craft that Laborer are tending recognize a holiday not in this Agreement, the laborers tending that craft shall recognize the same holiday.

5. When men are employed for more than eight (8) hours in a single shift, or on overtime days, the workmen employed during the regular work week shall work the overtime.
6. Shift work - First shift shall be from 8:00 a.m. to 4:30 p.m.; Second shift shall be from 4:30 p.m. to 12:30 a.m.; Third shift from 12:30 a.m. to 8:00 a.m. Workmen on second and third shifts will work seven and one-half (7 ½) but receive eight (8) hours pay. On second shifts, workmen shall receive a fifteen cent (.15) premium per hour; on the third shift, workmen shall receive a thirty-cent (.30) premium per hour.
7. When an employer makes a request for men to report to the job for work and in response to this request men appear on the job at the time requested, they must be put to work unless prevented from working because of bad weather, or they shall receive two (2) hours show-up time. Men starting to work must be allowed not less than four (4) hours pay, weather permitting.
8. Unless otherwise notified by the employer, employees shall report for work each working day. If the men have not been notified that there will be no work, the men who report shall receive two (2) hours pay unless prevented from working because of bad weather. Men starting to work shall receive two (2) hours pay.
9. If the employer requires men to remain on the job during stoppage of work, then they must be paid continuous time.
10. When the employer has as many as five (5) men employed, he may be required to hire one (1) man over fifty (50) years of age.
11. When five (5) or more men are employed by one contractor on any one job as laborers, then one of these men shall be selected by the employer to be labor foreman. When five (5) or more men are employed by one contractor on any job as mason tenders, then one of these men shall be selected by the employer to be mason tender foreman.

Regarding each category listed above, with each succeeding increase of ten men thereafter, one man shall be designated as a lead man.

12. Employer agrees that any work covered by this agreement will not be subcontracted to employers who have labor agreements with other than AFL-CIO Building Trades Department Unions, for the work covered herein. Further, it is agreed that all subcontractors performing work included in this Agreement shall adhere to the wages and working rules of this Agreement.

13. The employer shall be required to furnish all necessary tools to do the work that I designated the work of the laborer. The employer shall furnish hard hats or safety glasses if required, and rubber boots where men are working in water, concrete or mud that warrants the same, also rubber coats when men are working in rain or where water drains on them.
14. Workmen required to work through the lunch period on any work shall receive time and one-half for the lunch period. (A thirty-minute lunch period shall be observed between 11:30 a.m. and 1:00 p.m.).
15. The employer shall furnish enclosed clean toilets with lime or chemicals on all jobs.
16. Wages, in cash or COLLECTABLE check, shall be paid to workmen weekly during working hours not later than three (3) work days after the pay period, unless approval of payrolls by governmental agencies prevent such payment at that time. Check stubs shall show total hours, hours, wages and itemized deductions. Failure on the part of the employer to comply with this provision shall entitle the employee to one (1) days pay for every twenty-four (24) hours from the date of the required pay day provided the delay is occasioned by the willful negligence of the employer or his agents.

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

An employee who is discharged or permanently laid off shall be paid in full, without undue delay, unless other provisions have been made by the Business Manager.

Workmen are to be paid the wage applicable to the classification of work performed, and in return the employer is to receive a normal day's work.

The employers shall provide Workman's Compensation Insurance against injury or occupational disease and Unemployment Compensation protection for employees whether or not required to do so by Missouri State Law.

17. On projects where non-union contractors are known to be bidding, the Signatory Contractors & the Union will hold a pre-bid conference at the request of either party, prior to bidding for the purpose and consideration of wages and working conditions. If concessions are made, it is agreed that the wage package will be increased to the current negotiated wages and fringes for the last 10% of the working days of the project.
18. Rates of wages and fringes as set forth in this Agreement in effect on the date an employer signatory to this agreement bids on a project covered by Davis-Bacon or Missouri prevailing wages shall remain in effect for the duration of the work on said project.

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Health and Welfare benefits will be increased each year as necessary and shall be deducted from the wages.

ARTICLE IX
WAGES AND CLASSIFICATIONS

1. The job classifications and hourly rates of wages covering same are as follows:

Effective May 1, 2018

	Hourly Wages	SMART Fund	(*) Vacation	Health & Welfare	Pension	Training	CISAP	(***) Suppl. Dues
General Laborer/Helper	\$22.04	\$0.25	\$1.10	\$7.00	\$3.35	\$0.43	\$0.05	\$ ***
Powderman	22.04	0.25	1.10	7.00	3.35	0.43	0.05	\$ ***
Asbestos/Lead Abatement Hazardous Waste Worker	22.04	0.25	1.10	7.00	3.35	0.43	0.05	\$ ***
Mason Tenders	22.04	0.25	1.10	7.00	3.35	0.43	0.05	\$ ***
Concrete Specialist	23.54	0.25	1.10	7.00	3.35	0.43	0.05	\$ ***

(*) **Note:** VACATION PAY must be added to the employee's gross wages for statutory withholding purposes as stated in article X

(***) **Note:** SUPPLEMENTAL DUES of 5.5% of gross wages per payroll hour should be taxed and DEDUCTED from gross wages of each employee as stated in Article X.

Effective May 1, 2018, an increase of Ninety cents (\$0.90) per hour shall be added to wages and or fringe benefits.

Effective May 1, 2019, an increase of Ninety cents (\$0.90) per hour shall be added to wages and or fringe benefits.

Effective May 1, 2020, an increase of Ninety-five cents (\$0.95) per hour shall be added to wages and or fringe benefits.

Effective May 1, 2021, an increase of Ninety-five cents (\$0.95) per hour shall be added to wages and or fringe benefits.

Effective May 1, 2022, an increase of seventy-six cents (\$1.00) per hour shall be added to wages and or fringe benefits.

Foreman shall receive one dollar and twenty-five cents (\$1.25) per hour above scale.

Working Superintendents shall receive two dollars and fifty cents (\$2.50) per hour above scale.

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2. (a) The employer shall furnish an adequate suitable place, properly heated when necessary, in which workmen may change their clothes and eat lunch, if to furnish such facility is practical with regard to the nature and type of the job or project concerned.

In no event shall the employer be required to furnish more than one such facility on any job or project.

- (b) Workman employed on hazardous duties such as scaffolds, swinging scaffolds, boatswain seat scaffolds, whereby they are suspended on such buildings, smoke stacks and grain elevators and bins, as in waterproofing, steeple jack work, tanks, etc., and all work of a hazardous nature where life and limb are involved, shall receive an additional fifty cents (.50) an hour. The above shall not apply to stationary scaffolds on buildings.
- (c) The wage rate for a Laborer whose duties include cleanup and total demolition will be at two dollars (\$2.00) per hour less than the General Laborer wage rate. "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 Laborer (at \$2.00 per less than the General Laborer wage rate) for every two General Laborers who shall receive the General Laborer wage rate as set out in this agreement.
- (d) 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 apprenticeship shall not be employed by the Employer as a journey worker under this agreement. The failure of any apprentice to maintain his apprenticeship status shall obligate the Employer to discharge such a person upon notice from the union.
- 2 - The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or state apprenticeship committees are hereby incorporated by reference as part of this agreement.

3 - Apprentice wage rate:

0 – 2,400 hours of credit	80% of journeyman scale
2,401 – 4,800 hours of credit	90% of journeyman scale
over 4,800 hours of credit	Journeyman scale

If during this Agreement wages of \$26.00 per hour are reached, apprenticeship hours of credit will be:

0 – 1,200 hours of credit	60% of journeyman scale
1,201 – 2,400 hours of credit	70% of journeyman scale
2,401 – 3,600 hours of credit	80% of journeyman scale
3,601 – 4,800 hours of credit	90% of journeyman scale
over 4,800 hours of credit	Journeyman scale

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

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

5 - The employer shall pay as 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 JATC 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 journeyman worker.

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

Certain Laborers shall be classified as “Concrete Specialists”. The Concrete Specialists shall perform work on concrete where finish tools are used. The work falling within this occupational title of work description includes:

1. The setting of screeds, the rodding (buildings), shaping, smoothing and finishing of the surfaces of freshly poured concrete floors, walls, sidewalks, curbs, steps and stairways, the finishing of extruded barrier rails or any other concrete, surface requiring finishing, using hand tools or power tools, including floats, trowels, screeds and straight-edge.
2. The molding of expansion joints and edges, using edging tools, jointers and straightedge;
3. The application of penetrating sealer and primer protective coatings to concrete floors and steps when part of the finishing process;
4. The installation of seamless composition floors and the installation and finishing of epoxy-based coatings or polyester-based linings to all surfaces, when the coatings or linings are applied by spraying or toweling;

5. The setting of concrete curb, gutter and sidewalk forms one (1) board high up to twelve inches (12");
6. When at least two (2) Concrete Specialists are employed by one Contractor on any one job as Concrete Specialists, then one of these men shall be selected by the Contractor to be the Lead Man/Concrete Specialist and shall be paid fifty-cents (.50) above the Concrete Specialist rate. When five (5) or more Concrete Specialists are employed by one Contractor on any one job, then one of these men shall be selected by the Contractor to be the Foreman, who shall be paid one dollar and twenty-five cents (\$1.25) above the Concrete Specialist scale.

Residential work (single-family and duplex housing) and commercial remodeling projects of a total cost of \$150,000.00 and less, the wage rates shall be reduced by \$3.00 per hour less than the General Laborers' rate.

Chimney Agreement - All free standing stacks erected in the jurisdiction of Local 319 shall be covered by the National Stack Agreement between the Laborers' International Union of North America and the National Smokestack Contractors currently in effect.

ARTICLE X

FRINGE BENEFITS, HEALTH AND WELFARE

The employer shall contribute to the following fringe benefits, which are administrated through trust agreements known as the Construction Industry Laborers Welfare Fund of Missouri and the Construction Industry Laborers' Pension Fund of Missouri, mailing address P. O. Box 843114, Kansas City, Missouri 64184-3114.

On the first effective date of this contract the employer shall contribute seven dollars and zero cents (7.00) per hour to the Health and Welfare Fund, one dollar and ten cents (\$1.10) per hour to the Vacation Fund, three dollars and thirty five cents (\$3.35) per hour to the Pension Fund, twenty-five cents (.25) per hour to the SMART fund, forty-three cents (.43) per hour to the Industry Training Program, and five cents (.05) per hour to the CISAP Program, SUPPLEMENTAL DUES of 5.5% of gross wages for each hour worked by workmen covered by this Agreement. Payment for the Construction Industry Training Program shall also be sent to: P. O. Box 843114, Kansas City, Missouri 64184-3114.

Supplemental dues for all employees covered by this Agreement, who voluntarily sign proper and legal authorization for such withholding, the sum of 5.5% of gross wages per each payroll hour in the jurisdictional area of Laborers' Local Union No. 319. 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.

The employer agrees to make such payments within thirty (30) days following the month in which the work was performed. Whenever any employer is delinquent in the payment of fringe benefit payments referred to in the preceding paragraph, the Union shall have the right to withdraw employees represented by it and covered by the terms of this agreement, after the Union has notified the employer of its intentions by Certified Mail, because of non-payment. The employer shall not be liable in any manner for the fringe benefits provided except the payment of the premium provided herein.

If it becomes necessary for the Fund's office to file suit against the Contractor for delinquent payment of Welfare, Vacation, Pension, and/or Training Fund's money due, the Contractor agrees to pay in addition to a twenty percent (20%) liquidated damages, all litigation costs, including reasonable Attorney fees.

ARTICLE XI HIRING PROCEDURES

1. The employer agrees that 75% of the laborers employed on any project shall be residents of the area of this agreement if available.
2. The employer agrees that 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.
3. The Union shall make such referrals on a non-discriminatory basis and shall have 24 hours to fill the employer's request for such applicants, and failing to do so within that period, the employer may secure such workmen from any source available to him.
4. The Union and contractors agree that they will not discriminate against any employee or applicant for employment because of race, religion, color, creed, sex or national origin.
5. The employer may employ one man or 25% of the employees on any job (whichever is greater) without any restrictions whatsoever.

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6. Any employer signatory to this Agreement may transfer his employees from one project to another without prior Union notification or referral, provided the employee has been on his payroll in the preceding thirty (30) days.
7. In addition to employees hired under Paragraph 5 above, the employer may employ at any time, any laborer, not to exceed a total of two, who has previously worked as a laborer a total of thirty (30) days during the preceding four (4) months in the area of this Agreement.
8. The employers agree that upon request of officers of the Union, they will furnish such officers with the names of employees on the payroll during the preceding work week.

ARTICLE XII

GRIEVANCE PROCEDURE

1. In the event of a grievance, it shall be taken up between the representative of the Union and a representative of the Contractor. If the grievance cannot be settled satisfactorily after three (3) days, it shall be referred to an arbitration board consisting of one member appointed by the contractor and one member appointed by the Union. After these steps have been taken and no agreement is reached, the two members will select an arbitrator who will hand down a decision in writing after (5) days. His decision will be final and binding both parties.
2. Further, both parties agree that all disputes will be handled according to this procedure by said board without any cessation of work.

ARTICLE XIII

OTHER AGREEMENTS

It is further agreed upon by the signatory that nothing in this Agreement shall preclude the making of Agreements between the Union and individuals or firms. However, it is further agreed that the Contractor 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 XIV

DRUG AND ALCOHOL TESTING

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, effective August 1, 2004, the Mo-Kan Construction Industry Substance Abuse Program (CISAP). After incorporation of the agreement an employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP program. The cost of such program shall be paid by the contractor, collected as a fringe benefit and paid to the Mo-Kan CISAP.

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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 tests 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 therefore and from the cost of any litigation involving the use of such tests or any acts by the employer and a consequence of such tests.

LOCAL UNION NO. 319

George Michael Bad myl
2 Jth Dec

SIGNATORY CONTRACTORS

Dalton-Killinger Construction Co., Inc.

P.O. Box 607, Joplin MO 64802

[Signature] *4/13/18*

(signature)

(date)

WESTERN MISSOURI AND KANSAS
DISTRICT COUNCIL OF THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA

[Signature]

G & G Construction Co., Inc

P. O. Box 863, Carthage MO 64836

[Signature] *4/13/18*

(signature)

(date)