

**LABORERS**  
**JOINT AGREEMENT**

THIS AGREEMENT, between THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Association", and WESTERN MISSOURI & KANSAS LABORERS' DISTRICT COUNCIL LOCAL UNION NO. 663 OF THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "Union," hereby supersedes all prior agreements heretofore made between the parties, and shall become effective on April 1, 2018.

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

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

**ARTICLE I**  
**JURISDICTION OF WORK**

The Association recognizes the jurisdiction of the Union over work to be that work which has historically and traditionally been performed heretofore by members of Laborers Union Local No. 663 in the geographical area of this Agreement. It is also agreed that if a jurisdictional dispute should occur, involving the Union and another Union affiliated with the Building and Construction Trades Department, AFL-CIO, that there shall be no stoppage of work because of such dispute. If the Unions involved and the Association are unable to settle the dispute, the disputed work shall proceed as assigned by the Employer, and the problem shall be referred to the International Presidents of the unions involved, to seek a settlement by them or their assigned representatives.

**ARTICLE II**  
**JURISDICTION OF AGREEMENT**

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

**ARTICLE III**  
**NO STOPPAGE OF WORK**

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

**ARTICLE IV**  
**UNION SECURITY**

It is understood and agreed by and between the parties hereto that, as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union after the seventh day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued

employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union after the seventh day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

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

#### **ARTICLE V FRINGE BENEFIT PROGRAM - SUPPLEMENTAL UNION DUES**

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

- Health & Welfare
- Pension
- Supplemental Medical and Retirement Fund (SMART)
- Training/Apprentice
- Building Laborers Industry Advancement Fund
- Construction Industry Substance Abuse Program (CISAP)
- Supplemental Union Dues (Only if properly authorized according to Section 4 of this Article.)
- Vacation (Must be added to Employee's gross wages for statutory withholding purposes.)

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

**Section 2.** When reports or contributions are received more than sixty (60) days after the end of the calendar month in which the hours were worked, the Employer shall pay and the Trustees collect as liquidated damages a minimum of five (5%) percent of each delinquent monthly contribution. Liquidated damages shall be imposed on such delinquent monthly contributions up to a maximum of twenty (20%) percent of each delinquent monthly contribution as follows:

- (a) Contributions received more than 60 days after the end of the calendar month in which the hours are worked, five (5%) percent.
- (b) Contributions received more than 90 days after the end of the calendar month in which the hours are worked, six (6%) percent.

- (c) Contributions received more than 120 days after the end of the calendar month in which the hours are worked, eight (8%) percent.
- (d) Contributions received more than 150 days after the end of the calendar month in which the hours are worked, eleven (11%) percent.
- (e) Contributions received more than 180 days after the end of the calendar month in which the hours are worked, fifteen (15%) percent.
- (f) Contributions received more than 210 days after the end of the calendar month in which the hours are worked, twenty (20%) percent.

Liquidated damages shall apply and be assessed whether or not litigation is required to collect the contributions.

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

Interest on the unpaid contributions shall be computed per the collection policies of the fringe fund trustees. Interest shall apply and be assessed on all contributions which are received more than 60 days after the end of the calendar month in which the hours were worked. Interest shall apply and be assessed whether or not litigation is required to collect the contributions.

The cost of the payroll audit shall be paid by the employer, at the Trustees discretion, if the audit discloses additional contributions to be due exceeding contributions actually paid by the employer during the period covered by the audit.

The reasonable cost of audits is determined to be an hourly charge to be charged on the basis of the hours or parts thereof actually expended by the auditors in making such audit and as determined by the Trustees.

In addition to liquidated damages and interest, the following shall also be imposed on and received from the delinquent employer:

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

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

**Section 4.** The Employer shall DEDUCT from the Hourly Wages stated in Article VI of this Agreement, for all employees covered by this Agreement, who voluntarily sign proper and legal authorization for such withholding five (5%) percent of gross wages actually paid (including overtime/double time) per each payroll hour in the jurisdictional area of Laborers Local Union 663. Said sums shall be payable to the Construction Industry Laborers Fringe Benefit Funds as supplemental dues on behalf of such employees, and the reporting of these sums shall be made in the same manner and on the same forms provided for payment of fringe benefit programs required under this Agreement. If supplemental dues shall change in the duration of this Agreement, such changes shall be deducted from wages and/or benefits. Union shall provide thirty (30) day written notification of such changes to the Association.

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

## ARTICLE VI CLASSIFICATION AND WAGE SCALES

**Section 1.** Classifications of work are as follows: **General Labor:** Including handling and carrying of reinforcing steel, pumps of all types and heaters. **Semi-Skilled work:** Including Asphalt Raker, Crusher Feeder Operator, Cement Finisher Helper, Jackhammer and Airtool Operator, Power Tamper Operator, Pipe Layer (concrete or clay), Sand Blast and Gunnite Nozzle Operator, Vibrator Operator, Wagon Drill Operator, Cat Drill Operator, the installation of all clean water, sewage or storm water piping, whether pressurized or non-pressurized, from the first connection outside the limits of the building and all work of a semi-skilled nature not listed. **Plasterer Tenders:** Including Mortar Mixer and Forklift Operator. **Powderworker.**

### Section 2. WAGES

#### Hourly Wages

##### Effective 4-1-18

<b>General Labor</b>	<b>\$21.99</b>
<b>Plumber Helper</b>	<b>\$21.99</b>
<b>Semi-Skilled Work</b>	<b>\$22.67</b>
<b>Concrete Specialist</b>	<b>\$22.67</b>
<b>Asbestos/Lead</b>	
<b>Abatement Worker</b>	<b>\$22.67</b>
<b>Plasterer Tender</b>	<b>\$22.67</b>
<b>Powderworker</b>	<b>\$22.79</b>

#### Hourly Fringe Fund Contributions

<b>Health &amp; Welfare</b>	<b>\$7.00</b>
<b>Pension</b>	<b>\$3.50</b>
<b>SMART Fund</b>	<b>\$0.70</b>
<b>Training/Apprentice</b>	<b>\$0.43</b>
<b>Industry Advancement</b>	<b>\$0.14</b>
<b>Vacation</b>	<b>\$1.00</b>
<b>CISAP</b>	<b>\$0.05</b>
<b>Supplemental Dues*</b>	<b>5%</b>

**\*NOTE:** Amounts listed under "**Hourly Wages**" INCLUDE 5% SUPPLEMENTAL DUES, which is to be deducted from employee's wages as stated in Article V, Section 4.

In order to regain market share from open shop contractors, for all projects not subject to a prevailing wage determination, the above Journeyworker wage rate may be reduced by up to four dollars (\$4.00). For Apprentices in the 3-year apprenticeship program, the wage rate for apprentices who have at least 2,401 hours of credit shall be reduced to the same rate as Journeyworkers. The wage rate for Apprentices with 2,400 or fewer hours of credit shall remain unchanged.

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

At least thirty (30) days prior to the anniversary date of this Agreement, upon notice to the Association from the Trustees of the Health and Welfare Fund, that an increase in benefit contribution is required to maintain the existing benefit level, it is agreed that it will be applied to the Health and Welfare Fund contribution effective April 1, 2018, and on April 1 each successive year of this agreement. At that

time, wage rates in effect on such date may be adjusted downward to conform to the requested amount by the trustees.

Effective April 1, 2019, there shall be an increase not to exceed ninety cents (\$.90) for all classifications. Such increase is to be taken in wages and/or fringe benefits at union's request. In addition, the Industry Advancement shall increase by one cent (\$.01) per hour.

Effective April 1, 2020, there shall be an increase not to exceed ninety cents (\$.90) for all classifications. Such increase is to be taken in wages and/or fringe benefits at union's request.

Effective April 1, 2021, there shall be an increase not to exceed ninety cents (\$.90) for all classifications. Such increase is to be taken in wages and/or fringe benefits at union's request.

Effective April 1, 2022, there shall be an increase not to exceed ninety cents (\$.90) for all classifications. Such increase is to be taken in wages and/or fringe benefits at union's request.

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

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

\$1.00 per hour over the base rate of pay from the base of the chimney or stack column up to 100 feet high.

From 100 feet to 150 feet -	\$1.25 per hour over the base rate of pay.
From 150 feet to 200 feet -	\$1.50 per hour over the base rate of pay.
From 200 feet to 250 feet -	\$1.75 per hour over the base rate of pay.
From 250 feet on up -	\$2.00 per hour over the base rate of pay.

Foremen shall receive one dollar and fifty cents (\$1.50) per hour above the rate being paid laborers in the highest classification the foreman is supervising.

Flag persons for cranes on laborers work, if fully qualified, shall be paid at semi-skilled rates.

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

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

## **ARTICLE VII APPRENTICESHIP**

1. 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. 663, for the trade of Construction Craft Laborer who are further defined and named under Article VI, Section 1 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 Heavy Constructors Association and the Laborers' District Council. The Apprenticeship Standards of the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee approved by the Kansas Apprenticeship Council and/or the Bureau of Apprenticeship Training of the United States Department of Labor are hereby incorporated by reference as part of this Agreement. Effective April 1, 2006, all new applicants for membership shall enter the Apprenticeship program. Any applicant that can provide reasonable proof of previous employment as a Construction Craft Laborer (or, alternatively, demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee [JATC]) shall enter the Apprenticeship program at a percentage of no higher than eighty percent (80%).

2. Effective April 1, 2014, the Apprenticeship 3-year program for all classifications including: General Laborers, Semi-Skilled Workers and Powderworkers will be implemented as follows:

Apprentice wage rates (3-year program) after April 1, 2014:

0 – 800 hours of credit	70% of Journeyworker scale
801 – 1600 hours of credit	75% of Journeyworker scale
1601 – 2400 hours of credit	80% of Journeyworker scale
2401 – 3200 hours of credit	85% of Journeyworker scale
3201 – 4000 hours of credit	90% of Journeyworker scale
4001 – 4800 hours of credit	95% of Journeyworker scale
Over 4800 hours of credit	100% of Journeyworker scale

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

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

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

4. The employer may employ one (1) apprentice whenever one (1) journeyworker (including a foreman) is employed within the jurisdiction of this Agreement and at a ratio of one to one thereafter. (The language of this Agreement supersedes any contrarian language in the Apprenticeship Standards).

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 journeyworker 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 journeyworker status until they complete their apprenticeship as required by the Apprenticeship Standards as administered by the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee. Upon the failure of any apprentice to maintain his or her apprenticeship status in accordance with the Apprenticeship Standards of the Western Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee, the Joint Apprenticeship Committee shall notify, in writing and by certified mail, return receipt requested, the Union, the Employer and the Apprentice of such failure. Any person failing to maintain and complete their apprenticeship in accordance with the apprenticeship agreement and the Apprenticeship Standards of the Western

Missouri and Kansas Laborers' District Council Joint Apprenticeship Committee shall not be employed by the employer as a journeyworker 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.

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. Following 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.

## **ARTICLE VIII HIRING PROCEDURES**

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

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

**Section 3.** The Union shall make such referrals on a non-discriminatory basis and shall have 24 hours to fill the Employer's request for such applicants, and failing to do so within that period, the Employer may secure such from any source available.

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

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

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

## **ARTICLE IX WORKING RULES**

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

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

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

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

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

4. Flexible Starting Time. The regular workday starting time of 7:00 a.m. (and resulting quitting time of 3:30 p.m.) may be moved forward to 6:00 a.m. or delayed two (2) hours to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

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

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

When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

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

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

5. Employees shall report to the site of work where the job is located within the jurisdiction of this Agreement. Employees shall be prepared to work at the designated starting time and shall remain at their place during working hours until the designated quitting time. If the laborer is required at a second job site in the same day the company will furnish transportation or mileage to the second job site. This will not apply to any moves made within the same county.

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



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

8. On projects that cannot be performed during the regular workday, including heavy traffic areas such as existing offices, retail stores and shopping centers, a premium of \$2.50 per hour shall apply to all odd hours required by owners of heavy/highway projects, and building renovations, additions and modifications to existing structures. **This premium does not apply to construction of new stand-alone buildings.** All other work rules, guaranteed payment of wages and fringe benefits, and other provisions of this Agreement shall apply when odd-hours work is being performed.

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

10. At any time the Employer employs as many as six (6) laborers from any classification on a single project, the Employer shall designate one of the six as Foreman.

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

12. The Employer shall furnish drinking water and sanitary drinking cups at all times. Ice water will be furnished when needed. The Employer shall provide or arrange for access to suitable toilet facilities on all jobs.

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

The employer may pay wages required by this Article by means of electronic payment. Such electronic payment shall only be made with the voluntary written authorization of the employee. This electronic payment shall be available no later than the normal established pay day. Employers choosing to utilize electronic payment shall furnish to the employee a written paystub which may be delivered via mail to the employees last known address. The employee's payroll information shall be postmarked no later than the day of the electronic deposit of funds.

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

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

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

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

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

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

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

21. No employee shall remain at the shop when not employed, unless the employee receives full time pay.

22. The Employer may require the employee to attend a minimum of twenty-four hours of safety, first aid, OSHA or any other industry upgrading classes per calendar year. The Union and the Association shall meet periodically to determine local training needs. The twenty-four hours of industry upgrading classes will be uncompensated.

#### **ARTICLE X SUBCONTRACTING**

1. The Employer agrees whenever work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other work is subcontracted, it shall be subcontracted only to Employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

2. In the event the Employer party to this Agreement subcontracts work, the subcontract shall contain the requirement that the employees of the subcontractor performing such work shall receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

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

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

#### **ARTICLE XI NEW EMPLOYEES**

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

A newly hired employee will be encouraged by the Employer and the Union to go through the training program established in this Agreement.

## **ARTICLE XII UNION REPRESENTATIVES**

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

**Section 2.** The Union may appoint an employee to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job, and shall not be discriminated against by reason of the fact of serving as steward.

**Section 3.** The steward shall be a working employee who shall, in addition to regular work, be permitted to perform during working hours duties as steward, including the adjustment of grievances as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible.

**Section 4.** If overtime work is required, the steward shall be one of the employees who shall perform the work, if the steward so desires, provided the steward is capable of performing the work. The Employer agrees, in the event of reduction of the work force, that the Employee appointed as steward remains on the job as long as there is work of the steward's craft which the steward is capable of performing, except for foreman.

**Section 5.** The Employer must notify the local union office before transferring a steward or terminating a steward's employment except in emergency cases. In case of dispute at the time of notification, the Employer and the Business Representative of the Union will meet prior to the employment of the steward on the following working day.

## **ARTICLE XIII EMPLOYER RESPONSIBILITIES**

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

## **ARTICLE XIV PRE-BID CONFERENCE**

In areas where open shop work is predominate or non-union contractors are known to be bidding a project, at the request of either party, the Association and the Union agree to hold a pre-bid conference with all crafts prior to bidding for the purpose and consideration of wages and working conditions.

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

## **ARTICLE XV OTHER AGREEMENTS**

It is further agreed by the parties hereto nothing in this Agreement shall preclude the making of agreements between the union and individuals or firms who are not members of the Association. However, it is further agreed the Association shall automatically be given the advantage of any lower rate of wages or better terms and working conditions than those resulting through this Agreement if obtained by any employer of members of the Union on similar work done within the jurisdiction of this Agreement.

## **ARTICLE XVI ARBITRATION**

**Section 1.** There shall be no stoppage of work for any reason whatsoever. Any differences that may occur between an employer or employers and the Union or differences between the Association and the Union shall be handled in accordance with the following procedure.

Any differences will first be discussed by and between the parties involved and/or the Steward, Superintendent or Employer. If the matter cannot be adjusted at the job level, it shall be referred by either party to a representative of the Union and a representative of the Association. Any agreement reached in this second step will be final and binding on all parties. If however, the representatives of the Union and the Association cannot settle the matter satisfactorily, it may be referred by either party to the third step Arbitration Board, consisting of three members appointed by the Association and three members appointed by the Union.

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

**Section 2.** Any Employer not a member of The Builders' Association may receive the benefits and assume the obligations of this Agreement by becoming a member of The Builders' Association and accepting this Agreement.

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

## **ARTICLE XVII SAVINGS CLAUSE**

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

## **ARTICLE XVIII DRUG AND ALCOHOL POLICY**

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

The parties agree to incorporate herein by this reference the Third Restated Mo-Kan Construction Industry Substance Abuse Program (CISAP) Agreement effective December 19, 2011, as amended. As a condition of employment, an employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP program.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then any employer may require a blood alcohol content test or urine drug test on any employee who has been involved in an accident on the job (subject to OSHA regulations) or when the employer has reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place. Such drug and alcohol test must be carried out in a professional and accurate manner. Any test or action taken as a consequence thereof shall be the sole and exclusive responsibility of the employer who uses or acts upon it and such employer shall hold the Union and the Association harmless from any liability that results therefrom and from the cost of any litigation involving the use of such tests or any acts by the employer as a consequence of such tests.

#### **ARTICLE XIX NON-DISCRIMINATION**

The employers and Union agree that they will not discriminate against any employee or applicant for employment because of race, sex, age, religion, national origin or any other classification protected by applicable discrimination laws, and they will comply with all applicable anti-discrimination laws and regulations which apply to them, including 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 provided such rules are consistent with the national federal labor laws.

#### **ARTICLE XX TERM**

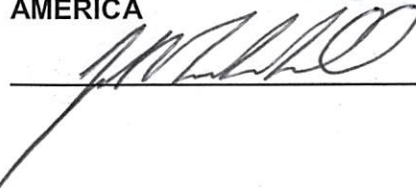
This Agreement shall be effective April 1, 2018 and shall remain in full force and effect until and including March 31, 2023. Further it shall be automatically renewed from year-to-year thereafter unless sixty (60) days written notice of desire of change or modification of the Agreement is served by either party upon the other prior to March 31, 2023, or any succeeding expiration date.

**THE BUILDERS' ASSOCIATION**



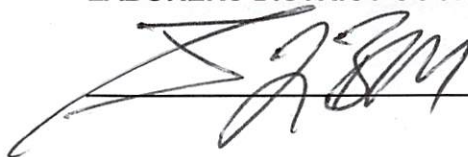
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**LABORERS LOCAL UNION NO. 663 OF  
THE WESTERN MISSOURI AND KANSAS  
LABORERS' DISTRICT COUNCIL,  
INTERNATIONAL UNION OF NORTH  
AMERICA**



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**WESTERN MISSOURI AND KANSAS  
LABORERS DISTRICT COUNCIL**



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