

MAY 10 2016

**ORDER OF COMMISSION**

SECRETARY OF STATE  
COMMISSIONS DIVISION

In the matter of Objection No. 001 filed by Road Sprinkler Fitters Local Union 669 on April 7, 2016, to Annual Wage Order No. 23, pertaining to the wage rate and fringe benefits for the occupational title of Sprinkler Fitter – Fire Protection in the Missouri County of Randolph – Section 088, issued by the Division of Labor Standards, Department of Labor and Industrial Relations and filed with the Secretary of State on March 10, 2016.

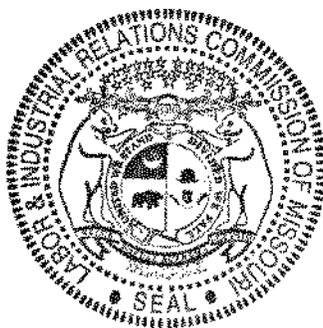
On April 7, 2016, Road Sprinkler Fitters Local Union 669 (hereinafter "Objector") filed an objection to Annual Wage Order No. 23 with the Labor and Industrial Relations Commission (Commission).

The Objector and the Division of Labor Standards have agreed upon the appropriate wage rate, fringe benefits, overtime rate schedule, and holiday schedule for the occupational title of Sprinkler Fitter – Fire Protection in Randolph County. The consensus wage rate and overtime schedules are reflected in the attached stipulation filed by the parties on April 25, 2016.

The Commission accepts the wage rate, fringe benefits, and overtime and holiday schedules reflected in the stipulation, and orders those rates and schedules to be the prevailing rates and schedules for the occupational title of Sprinkler Fitter – Fire Protection in Randolph County.

Given at Jefferson City, Missouri, this 10th of May 2016.

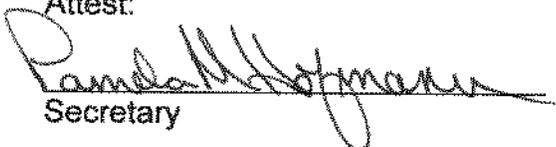
LABOR AND INDUSTRIAL RELATIONS COMMISSION



  
John J. Larsen, Jr., Chairman

  
James G. Avery, Jr., Member

  
Curtis E. Chick, Jr., Member

Attest:  
  
Secretary

BEFORE THE  
LABOR AND INDUSTRIAL RELATIONS COMMISSION  
STATE OF MISSOURI

In the matter of:

Objections Filed By  
Road Sprinkler Fitters Local Union 669  
Annual Wage Order No. 23 Section 088  
Issued by the Division of Labor Standards for Randolph County

RECEIVED

APR 25 2016

LABOR AND INDUSTRIAL  
RELATIONS COMMISSION

STIPULATION OF FACT

Comes now the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, together with the undersigned parties, and stipulates to the following facts:

1. That the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, gathered information to establish the prevailing wage rates for Annual Wage Order No. 23 Section 088 to be issued pursuant to Section 290.262, RSMo, and that said wage order was filed with the Secretary of State on March 10, 2016. The prevailing wage rate for the occupational title of Sprinkler Fitter was set in accordance with information on file.
2. That the above-mentioned survey information has been maintained continuously and has been updated with additional information as it has become available, and the rates issued in the above-stated Annual Wage Order reflects the information which was available to the Division of Labor Standards at the time of issuance and filing with the Secretary of State on March 10, 2016.
3. That pursuant to Section 290.262, RSMo, the Department of Labor and Industrial Relations, Division of Labor Standards, is charged with determining the prevailing rates in each locality, and to do so the Department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within a locality.
4. That after conducting its survey and with further information received (See Exhibits A and B attached hereto and made a part hereof), the Department has determined that to accurately reflect the building construction wage rate for Sprinkler Fitter in Randolph County the previously issued rate should be altered as set forth below:

OCCUPATIONAL TITLE	BASIC HOURLY RATE	TOTAL FRINGE BENEFITS
Sprinkler Fitter	\$32.39	+ \$19.05
Overtime Rate Schedule	No. 33	
Holiday Rate Schedule	No. 19	

WHEREFORE, the parties pray the Commission issue an order finding that the prevailing rate for Randolph County is as stipulated above and authorize the Division of Labor Standards to issue the attached replacement page(s) for Randolph County setting forth the above-referenced wage rate for Sprinkler Fitter.

CHRIS KOSTER  
Attorney General



Thais Folta  
Assistant Attorney General

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ATTORNEY FOR MISSOURI  
DEPARTMENT OF LABOR AND  
INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS



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Telephone (314) 531-1054  
Facsimile (314) 531-1131  
ATTORNEY FOR OBJECTORS  
Road Sprinkler Filters Local 669  
[jfaul@hghllc.net](mailto:jfaul@hghllc.net)

*April 21, 2016*

Dated:

\_\_\_\_\_ 2016



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**CONTRACTOR'S WAGE SURVEY**

<b>PROJECT INFORMATION</b>	
Contractor's Name, Address, and Telephone Number FE MORAN INC SPECIAL HAZARD SYSTEMS 2265 CARLSON DR NORTHBROOK, IL 60062 847-498-4800	Please Select One: <input checked="" type="checkbox"/> Collective Bargaining Agreement Rate <input type="checkbox"/> Non-Collective Bargaining Agreement Rate County <u>RANDOLPH</u>
Dates of Work Reported Below Beginning <u>04 / 01 / 2015</u> Ending <u>12 / 18 / 2015</u>	Description <u>THOMAS HILL POWER PLANT</u> Type of Construction: <input checked="" type="checkbox"/> Building <input type="checkbox"/> Heavy and Highway
E-mail <u>pyaroll@femoran.com</u>	Website <u>www.femoran.com</u>

Occupational Title(s)	No. of Employees	Total Hours	Basic Hourly Rate	Hourly Fringe Benefits Payments						
				H & W	Pension	Vacation	App. Tr.	Suppl.	Holiday	Other
sprinkler fitter - journeyman	3	1223	32.39	8.52	5.90	0.00	.45	4.18	0.00	.25
sprinkler fitter - foreman	3	1239	35.14	8.52	5.90	0.00	.45	4.18	0.00	.25
sprinkler fitter - app clas 4	1	669	19.43	8.52	5.90	0.00	.45	0.00	0.00	0.00
sprinkler fitter - appr class 8	1	385	25.91	8.52	5.90	0.00	.45	4.18	0.00	.25

The Contractor's Wage Survey must be submitted to the Division of Labor Standards by January 31.

**Certification**

To the best of my knowledge, information and belief, I hereby certify that the number of hours, basic hourly rate, and fringe benefit payments listed above are true and correct and that the type of work performed by the number of employees identified above, relative to the Occupational Title(s) reported, is consistent with 8 CSR 30-3.060. I further recognize that any false statement or declaration made herein is punishable under Section 290.340, 570.090, 575.050, and 575.060, RSMo.

  
 (Please check appropriate box)  
 Signature of Contractor's Representative Who Prepared This Report  
 Signature of Preparer of This Report

Date 03/29/2016  
 Printed Name Joyce Ward  
 Title Director of Payroll & Compliance

Mail or fax completed form to:  
 Missouri Department of Labor and Industrial Relations  
 DIVISION OF LABOR STANDARDS  
 Attn: Prevailing Wage Section  
 P.O. Box 449  
 Jefferson City, MO 65102-0449

Contact Information:  
 Phone: 573-751-3403  
 Fax: 573-751-3721  
 E-mail: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)  
 Website: [www.labor.mo.gov/DLS](http://www.labor.mo.gov/DLS)



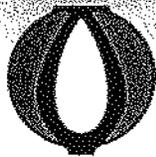
Covering Rules, Regulations & Working Conditions  
Apprenticeship Standards

April 1, 2013

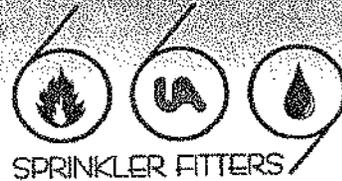


**AMERICA'S SPRINKLER LOCAL**

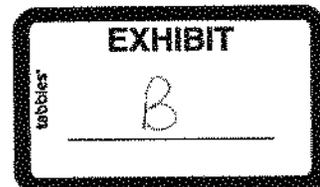
A G R E E M E N T B E T W E E N



National Fire Sprinkler  
Association, Inc.



Road Sprinkler Fitters  
Local Union 669



Overtime at the rate of double the appropriate hourly rate shall be paid for hours worked outside the regularly scheduled work shift as established on the structure.

The hourly rate for Journeymen and Apprentices at the point of embarkation shall be the hourly rate for work performed on the structure and applicable travel expense.

In no case shall an employee be required to remain on the structure for more than fourteen (14) consecutive calendar days.

## ARTICLE 7

**WAGES:** It is agreed that the hourly wage rate for Sprinkler Fitters shall apply to jobs in the states effective April 1, 2013 for the duration of the Agreement:

### Wage Rate

In states/districts where Local 669 members have already enacted an Industry Advancement Fund, or during the life of the Agreement vote to adopt an Industry Advancement Fund, the hourly contribution to those Funds will be deducted from the wages listed below and treated the same as union dues under this Agreement. The states currently affected are in **bold underline** below and the rates applicable to each state or portion of state can be found following the "Counties" section below.

STATES	4/1/2013	7/1/2013	4/1/2014	4/1/2015
<b><u>ALABAMA</u></b>	\$22.91	\$23.37	\$23.84	\$24.32
<b><u>ALASKA</u></b>	\$41.23	\$42.05	\$42.89	\$43.75
<b><u>ARIZONA</u></b>	\$29.53	\$30.12	\$30.72	\$31.33
<b><u>ARKANSAS</u></b>	\$22.88	\$23.34	\$23.81	\$24.29
<b><u>CALIFORNIA / (1)</u></b>	\$32.33	\$32.98	\$33.64	\$34.31
<b><u>CALIFORNIA / (2)</u></b>	\$33.03	\$34.19	\$34.87	\$35.57
CALIFORNIA / (3)	\$33.43	\$34.10	\$34.78	\$35.48
CALIFORNIA / (4)	\$34.18	\$34.86	\$35.56	\$36.27
<b><u>COLORADO</u></b>	\$32.44	\$33.09	\$33.75	\$34.43
CONNECTICUT	\$38.98	\$39.76	\$40.56	\$41.37
<b><u>DELAWARE</u></b>	\$31.43	\$32.06	\$32.70	\$33.35
<b><u>District of Columbia</u></b>	\$30.53	\$31.14	\$31.76	\$32.40
<b><u>GEORGIA</u></b>	\$25.48	\$25.99	\$26.51	\$27.04
<b><u>IDAHO</u></b>	\$28.83	\$29.41	\$30.00	\$30.60
ILLINOIS	\$36.39	\$37.12	\$37.86	\$38.62
<b><u>INDIANA</u></b>	\$33.37	\$34.04	\$34.72	\$35.41
<b><u>IOWA</u></b>	\$30.54	\$31.15	\$31.77	\$32.41
<b><u>KANSAS</u></b>	\$29.09	\$29.67	\$30.26	\$30.87
<b><u>KENTUCKY</u></b>	\$29.55	\$30.14	\$30.74	\$31.35
<b><u>LOUISIANA</u></b>	\$25.71	\$26.22	\$26.74	\$27.27
<b><u>MAINE</u></b>	\$25.11	\$25.61	\$26.12	\$26.64
<b><u>MARYLAND</u></b>	\$30.53	\$31.14	\$31.76	\$32.40

<u>MASSACHUSETTS</u>	\$35.81	\$36.53	\$37.26	\$38.01
<u>MICHIGAN</u>	\$30.64	\$31.25	\$31.88	\$32.52
<u>MINNESOTA</u>	\$31.88	\$32.52	\$33.17	\$33.83
<u>MISSISSIPPI</u>	\$22.23	\$22.67	\$23.12	\$23.58
<u>MISSOURI</u>	\$30.52	\$31.13	\$31.75	\$32.39
<u>MONTANA</u>	\$29.55	\$30.14	\$30.74	\$31.35
<u>NEBRASKA</u>	\$30.49	\$31.10	\$31.72	\$32.35
<u>NEVADA / (1)</u>	\$34.93	\$36.13	\$36.85	\$37.59
<u>NEVADA / (2)</u>	\$37.78	\$38.54	\$39.31	\$40.10
<u>NEW HAMPSHIRE</u>	\$26.76	\$27.30	\$27.85	\$28.41
<u>NEW JERSEY</u>	\$44.43	\$45.32	\$46.23	\$47.15
<u>NEW MEXICO</u>	\$26.33	\$26.86	\$27.40	\$27.95
<u>NEW YORK (1)</u>	\$29.83	\$30.43	\$31.04	\$31.66
<u>NEW YORK (2)</u>	\$39.08	\$39.86	\$40.66	\$41.47
<u>NEW YORK (3)</u>	\$29.83	\$30.93	\$31.55	\$32.18
<u>NORTH CAROLINA</u>	\$23.99	\$24.47	\$24.96	\$25.46
<u>NORTH DAKOTA</u>	\$28.90	\$29.48	\$30.07	\$30.67
<u>OHIO</u>	\$31.88	\$32.52	\$33.17	\$33.83
<u>OKLAHOMA</u>	\$28.01	\$28.57	\$29.14	\$29.72
<u>OREGON (1)</u>	\$32.43	\$33.08	\$33.74	\$34.41
<u>OREGON (21)</u>	\$28.98	\$29.56	\$30.15	\$30.75
<u>PENNSYLVANIA</u>	\$33.03	\$33.69	\$34.36	\$35.05
<u>RHODE ISLAND</u>	\$38.98	\$39.76	\$40.56	\$41.37
<u>SOUTH CAROLINA</u>	\$22.78	\$23.24	\$23.70	\$24.17
<u>SOUTH DAKOTA</u>	\$27.63	\$28.18	\$28.74	\$29.31
<u>TENNESSEE</u>	\$23.83	\$24.31	\$24.80	\$25.30
<u>TEXAS</u>	\$25.84	\$26.36	\$26.89	\$27.43
<u>UTAH</u>	\$29.34	\$29.93	\$30.53	\$31.14
<u>VERMONT</u>	\$24.71	\$25.20	\$25.70	\$26.21
<u>VIRGINIA (1)</u>	\$25.02	\$25.52	\$26.03	\$26.55
<u>VIRGINIA (2)</u>	\$30.08	\$30.68	\$31.29	\$31.92
<u>WASHINGTON (1)</u>	\$32.43	\$33.08	\$33.74	\$34.41
<u>WASHINGTON (21)</u>	\$28.93	\$29.51	\$30.10	\$30.70
<u>WEST VIRGINIA</u>	\$30.17	\$30.77	\$31.39	\$32.02
<u>WISCONSIN</u>	\$36.07	\$36.79	\$37.53	\$38.28
<u>WYOMING</u>	\$29.03	\$29.61	\$30.20	\$30.80

## **Counties**

### **1) California (1)**

Counties- Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Santa Stanislaus, Tulare, Tuolumne, and portion of Kern County WEST of Highway 14.

### **2) California (2)**

Counties- Alpine, Amador, Butte, Colusa, Dei Norte, El Dorado, Glen, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba, Inyo, Los Angeles, Mono, Ventura, and portion of Kern County EAST of Highway 14.

### **3) California (3)**

Counties- San Bernardino, Riverside, Orange, and Imperial.

### **4) California (4)**

Counties- San Diego County.

### **5) Nevada (1)**

Excludes Nevada counties of Clark, Nye & Lincoln.

### **6) Nevada (2)**

Includes Nevada counties of Clark, Nye & Lincoln.

### **7) New York (1)**

Excludes the counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess, Rockland, Albany, Rensselaer, Schenectady, Saratoga and Warren.

### **8) New York (2)**

Includes counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland.

### **9) New York (3)**

Includes counties of Albany, Rensselaer, Schenectady, Saratoga and Warren.

### **10) Virginia (1)**

Excludes the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania & City of Alexandria.

### **11) Virginia (2)**

Including the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania & City of Alexandria.

The Union may, at its discretion, reallocate moneys due between wages and S.I.S. Fund contributions, once every calendar year, with thirty (30) days prior written notice to the NFSA and signatory contractors, with action taking place by July 1 of each year, provided that the sum of the total contribution to wages and the S.I.S. Fund remains the same.

**INDUSTRY ADVANCEMENT FUND PAYROLL DEDUCTION SCHEDULE**

<u>STATE</u>	<u>AMOUNT</u>
Alabama	\$0.50/hour
Alaska	\$0.25/hour
Arizona	\$0.50/hour
Arkansas	\$0.50/hour
California (District 2 only)	\$2.00/hour
California (District 27 only)	\$1.00/hour
Colorado	\$1.00/hour
Delaware	\$0.30/hour
District of Columbia	\$0.30/hour
Georgia	\$0.50/hour
Idaho (District 21 only)	\$0.75/hour
Idaho (District 40 only)	\$1.00/hour*
Indiana	\$1.00/hour
Iowa	\$0.50/hour
Kansas	\$0.50/hour
Kentucky	\$0.35/hour
Louisiana	\$0.50/hour
Maine	\$0.53/hour
Maryland	\$0.30/hour
Massachusetts	\$0.53/hour
Michigan	\$0.15/hour
Minnesota	\$0.25/hour
Mississippi	\$0.50/hour
Missouri	\$0.50/hour
Montana	\$0.75/hour
Nebraska	\$0.50/hour
Nevada (District 2 only)	\$2.00/hour
Nevada (District 25 only)	\$1.00/hour
New Hampshire	\$0.53/hour
New Jersey	\$0.50/hour
New York (District 19 only)	\$0.35/hour*
New York (District 34 only)	\$0.50/hour
North Carolina	\$0.50/hour
North Dakota	\$0.75/hour *
Ohio	\$0.50/hour
Oklahoma	\$0.50/hour
Oregon (District 1 only)	\$0.50/hour
Oregon (District 21 only)	\$0.75/hour

Pennsylvania	\$0.50/hour
South Carolina	\$0.50/hour
South Dakota	\$0.75/hour*
Tennessee	\$0.50/hour
Texas (District 5 only)	\$0.25/hour
Texas (District 26 only)	\$0.50/hour
Utah	\$1.00/hour*
Vermont	\$0.53/hour
Virginia	\$0.30/hour
Washington (District 1 only)	\$0.50/hour
Washington (District 21 only)	\$0.75/hour
Wisconsin	\$0.25/hour
Wyoming	\$1.00/hour

\*All funds apply to hours worked by Class 5 apprentices and above, except for the District 19, District 40, North and South Dakota Funds which applies to all hours for all members.

No reduction in the wages provided for in this Agreement will be made without a secret ballot ratification vote in favor of the reduction by the affected bargaining unit employees.

The total economic package shall be defined as Wages, Health and Welfare Fund, including RESA, Pension Fund, Education Fund and S.I.S. Fund.

Wages shall be paid on or before the end of the employee's workday each Friday, including all wages due up to and including the previous Friday.

Contractors may pay the wages required by this Article by means of direct electronic deposit of funds to accounts maintained by the employees covered by this Agreement.

Employers who utilize direct deposit for their employees will make deposits to the employee accounts on the standard designated pay day. Appropriate documentation shall be transmitted to the employee at the same time showing the Employee's name and address, pay period covered, regular and overtime wages, and all deductions, and also the amount of contributions made on behalf of the employee to the various fringe benefit funds. Employees who elect not to receive pay by direct deposit will receive this information by check stub accompanying their pay check.

When an employee is laid off, he shall be provided with a layoff slip and paid in full at the time his services are thus discontinued.

In the event a Journeyman Sprinkler Fitter or Apprentice is discharged, he shall be paid in full within forty-eight (48) hours of the time his services are thus discontinued, either in person or by certified mail, return receipt requested, to the address on record.

The pay period for any Sprinkler Fitter or Apprentice who quits shall be his regular pay period.

An Employer may "discharge" an employee for just cause only, and the employee shall be given written notice within two (2) days of the reason therefore.

A bad check shall be considered nonpayment of wages.

An employee who doesn't receive his pay check at the time set forth in this Article shall be entitled to eight (8) hours pay.

It is further understood that the employee then has the responsibility to notify the Employer concerning the late pay check and subsequent to notification, the employee shall be entitled to eight (8) hours pay for each twenty-four (24) hour period until he receives his pay check.

An employee who notifies both his Employer and the Union in writing that he wishes his pay check to be mailed to his home address shall not be entitled to any penalty payments for late checks due to the post office services, provided the check was mailed in sufficient time to arrive within the time limits of this Article.

Any employee injured on the job to the extent of requiring a doctor's care, and which injury the doctor determines prevents the employee from returning to work, shall be paid a full days wage for the day of the injury.

## **Article 7A**

### **LOCAL 669 RESIDENTIAL WORK**

Residential work is made a part of this Agreement. All work in connection with the installation and maintenance of fire protection systems for residences shall continue to be covered by Article 18 of this Agreement. All articles, terms, and conditions of this Agreement shall be applicable to "residential fire protection work," as defined below, unless specifically amended herein. This Agreement shall be applicable in all the states within the territorial jurisdiction of the Union.

"Residential fire protection work" is defined to mean any work covered by Article 18 of this agreement on:

1. One or two family dwellings;
2. All multiple family dwelling units which are permitted to have a single exterior up to and including four stories;
3. Townhouses with units stacked vertically up to and including four stories; and

For Residential Tradesmen and Helpers, no contribution shall be made to the Industry Promotion Fund, the amount of this contribution shall instead be added to the Metal Trades Health and Welfare Fund.

#### **ARTICLE 8**

**EXTRA CONTRACT AGREEMENTS:** The Employer and the Union agree not to enter into any Agreement or contract with members of the bargaining unit individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

#### **ARTICLE 9**

**JOB FOREMEN:** The selection and appointment of Foremen and General Foremen shall be made by the Employer from the employees in the Local Union 669 bargaining unit and is the responsibility of the Employer in keeping with this Agreement.

The rate of wage for the General Foreman shall be Five Dollars (\$5.00) per hour above the Journeyman's rate, effective April 1, 2013. All overtime for General Foremen shall be at the rate of time and a half of the General Foreman's rate of pay, including the General Foreman premium rate except for Sundays and Holidays. Overtime for General Foremen on Sundays and Holidays shall be at two times the General Foreman's rate of pay, including the General Foreman premium rate.

The rate of wage for Foremen shall be Two Dollars and Seventy-Five Cents (\$2.75) per hour above the Journeyman's rate, effective April 1, 2013. All overtime for Foremen shall be at the rate of time and a half the Foreman's rate of pay, including the Foreman premium rate except for Sundays and Holidays. Overtime for Foremen on Sundays and Holidays shall be at two times the Foreman's rate of pay, including the Foreman premium rate.

There shall be a Foreman on each job and a General Foreman on each job with twenty-two (22) or more employees and the Employer may select from his Journeyman employees whomever he wishes to be Foreman and General Foreman from the Local Union 669 bargaining unit.

#### **ARTICLE 10**

**INSPECTION PRIVILEGES:** Authorized Agents of the Union shall have access to the Employer's job site unless prohibited by the authority having jurisdiction for job site security, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule. Upon request, the Employer agrees to make all reasonable efforts to secure access to the job site for authorized union agents from the authority having jurisdiction for job site security.

(M) Nothing herein contained shall be considered as inconsistent with the Federal Wage and Hour Laws.

(N) For the purpose of this Article, all miles traveled by an employee shall be determined by reference to maps.google.com. Where the actual point of residence or job is not designated, miles traveled shall be the mileage between the points closest to the actual point of residence or job which are designated in maps.google.com.

(O) Subsistence, in accordance with Paragraphs (D) & (J) above, shall be paid if an employee is prohibited from working because of weather conditions.

(P) An employee shall receive fifty percent (50%) of the travel payment set forth in Paragraphs (B) and (C) of this Article, if applicable, when the employee is entitled to a payment as provided in Article 12, Paragraph (D).

## ARTICLE 12

### **HOURS OF WORK, SHIFTS AND OVERTIME:**

(A) **HOURS OF WORK:** The standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday or shall conform to the practice on the job site. With prior written notice to the Union, four (4) days at ten (10) hours a day may be worked at straight time in states where it is legal Monday through Friday and need not be consecutive. Any hours worked outside of the standard work day and week as defined above shall be considered overtime hours, unless otherwise specifically agreed to by the Union.

(B) **SHIFTS:** Shift work may be performed at the option of the Employer; however, when shift work is performed it shall be on the same job site, and it must continue for a period of five (5) consecutive work days. Eight (8) hours of work constitutes a shift. The hourly rate for men on the second and/or third shifts shall be fifteen percent (15%) above the basic hourly rate. There shall be a minimum of two (2) men on each shift. It shall not be required to work a day shift in order to work a second and/or third shift in accordance with this paragraph.

(C) **OVERTIME:** All overtime, except for Sundays and Holidays shall be at the rate of time and a half. Overtime worked on Sundays and Holidays shall be at double time. The following days shall be considered Holidays:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day.

When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate.

When one of the above holidays fall on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

Should any Federal or State law be enacted which would change the day on which these holidays are now celebrated, the newly established day shall be considered the holiday.

- (D) It is also agreed that any employee after being hired or reporting for work at the regular time for whom no work is provided shall receive four (4) hours pay at the prevailing rate of wage unless he has been notified before leaving home not to report. It is also agreed that any employee after working in the morning and having started work after the lunch period, shall receive four (4) hours pay at the prevailing rate of wage for the afternoon. An exception shall be made when weather or strike conditions make it impossible to put such an employee to work, or any such stoppage of work is occasioned thereby, or any employee leaves his work of his own accord.
- (E) **TIME OFF FOR UNION ACTIVITIES:** The Employer agrees to grant the necessary time off, without discrimination and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided seventy-two (72) hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.
- (F) **OFF HOURS:** On all buildings that are occupied and the hours are not under the control of the contractor, and the hours do not fall into the category of the regular work day, the contractor may bid the "Off Hours" at straight time plus fifteen percent (15%). This paragraph shall not apply to new construction or emergency work.
- It is understood that prior to the initiation of the "Off Hours" provision, the owner of such building (or owner's representative) shall provide a written confirmation as to the owner's necessity that work in the above paragraph be done during the "Off Hours" period. The Union will be given five (5) days to verify the conditions.
- (G) **COMPUTATION OF OVERTIME:** For purposes of computing overtime compensation pursuant to this Article, when an Employee's wage rate is adjusted to include a shift or off hours differential for premium work as provided for in this Agreement, the differential shall be included in the calculation of overtime compensation for that Employee.

OCCUPATIONAL TITLE	** Date of Increase *	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator		\$16.00	FED		\$1.58
Boilermaker		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason		\$34.06	58	39	\$18.07
Carpenter		\$24.75	60	15	\$15.55
Cement Mason		\$27.55	9	3	\$12.20
Communication Technician		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)		\$42.27	43	45	\$5.25 + 36%
Lineman Operator		\$36.45	43	45	\$5.25 + 36%
Groundman		\$28.13	43	45	\$5.25 + 36%
Elevator Constructor	a	\$46.04	26	54	\$31.645
Glazier		\$33.40	67	31	\$23.55
Ironworker		\$28.25	50	4	\$27.90
Laborer (Building):					
General		\$22.36	42	44	\$13.19
First Semi-Skilled		\$24.36	42	44	\$13.19
Second Semi-Skilled		\$23.36	42	44	\$13.19
Lather		USE CARPENTER RATE			
Linoleum Layer and Cutter		\$24.63	60	15	\$15.55
Marble Mason		\$21.66	124	74	\$12.68
Marble Finisher		\$14.14	124	74	\$9.08
Millwright		\$25.75	60	15	\$15.55
Operating Engineer					
Group I		\$28.66	86	66	\$24.01
Group II		\$28.66	86	66	\$24.01
Group III		\$27.41	86	66	\$24.01
Group III-A		\$28.66	86	66	\$24.01
Group IV		\$26.43	86	66	\$24.01
Group V		\$29.36	86	66	\$24.01
Painter		\$22.94	18	7	\$11.33
Pile Driver		\$25.75	60	15	\$15.55
Pipe Fitter	b	\$37.00	91	69	\$26.68
Plasterer		\$17.00	FED		
Plumber	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer		\$29.30	12	4	\$14.87
Sheet Metal Worker		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection		\$32.39	33	19	\$19.05
Terrazzo Worker		\$28.73	124	74	\$14.38
Terrazzo Finisher		\$18.68	124	74	\$14.38
Tile Setter		\$21.66	124	74	\$12.68
Tile Finisher		\$14.14	124	74	\$9.08
Traffic Control Service Driver		\$26.415	22	55	\$9.045
Truck Driver-Teamster					
Group I		\$28.57	31	35	\$12.05
Group II		\$28.73	31	35	\$12.05
Group III		\$28.72	31	35	\$12.05
Group IV		\$28.84	31	35	\$12.05

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase