

**INDUSTRIAL BUILDING  
CONSTRUCTION AGREEMENT**

**BETWEEN**

**Laborers' International Union  
of  
North America  
Kentucky Laborers' District Council  
acting on behalf of  
LOCAL UNION NOS. 1214 & 1392**

**AND**

**West Kentucky Construction  
Employer's Association, Inc.**

**Effective Date  
JULY 1, 2008**

**Expiration Date  
JUNE 30, 2011**

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**Collective Bargaining Agreement  
between the  
West Kentucky Construction  
Employers Association, Inc.  
and the  
Laborers' International Union  
of North America,  
Kentucky Laborers District Council,  
for Locals #1214 & #1392**

## PREAMBLE

THIS AGREEMENT made and entered into this 1st day of July, 2008, by and between the undersigned employers, parties to the first part, Western Kentucky Construction Employers Association hereinafter referred to as the "Employer" and Laborers' International Union of North America, Kentucky Laborers' District Council, acting on behalf of its affiliated Local Unions, party of the second part, hereinafter referred to as the "Union".

(A) This agreement is negotiated on the part of the Employers by the Negotiating Agents acting only for those Employers from whom they have the authority to negotiate and is negotiated on the part of the Union by the Negotiating Agents acting only for those Unions from whom they have the authority to negotiate. It is agreed and understood that Negotiating Agents for both the Employer and the Union shall, in no event, be bound as principal or be held liable as Negotiating Agent or as principal, in any manner, for any breach of this contract by any of the parties hereto.

(B) It is agreed and understood that the Employers, parties of the first part, and the Unions, parties of the second part, shall be bound as principal for any breach of this agreement.

(C) It is further agreed that the liability of the parties of the first part who accept, adopt and sign this Agreement, shall be several and not joint, and that the liability of the parties of the second part herein named shall be several and not joint.

The Management of the Employer's work and business, and the direction of the working force, including the right to hire, suspend, transfer, or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or any other reason, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination, or in any manner contrary to the provisions of this Agreement.

This contract to embrace industrial building construction, including preparation of site and installation of utilities incidental thereto.

Industrial building construction work shall be all work on any project classified as industrial, including alterations, remodeling, maintenance, repair and wrecking.

The terms and conditions as set forth herein constitute the entire Agreement between the Employer and the Union. Any other policy and/

or procedures which may be outlined in any other form, such as an Employer's handbook or the Union's Working Rules, are specifically excluded from this Agreement. This Agreement covers the entire understanding reached between the parties hereto, and nothing that is not contained herein, including the appendix and the addendum, shall be of any force or effect upon any party hereto.

### **ARTICLE 1 EFFECTIVE DATE**

This Agreement becomes effective **JULY 1, 2008**, and shall be in effect until and including **June 30, 2011**.

### **ARTICLE 2 TERRITORY JURISDICTION**

The jurisdiction of this Agreement shall be the counties in Kentucky of: McCracken, Ballard, Carlisle, Graves, Hickman, Fulton, Marshall, Calloway, Livingston, Lyon, Daviess, Ohio, Hancock, McLean, Muhlenberg, Breckenridge, Grayson, Christian, All of Fort Campbell, Todd, Trigg, Edmonson, Barren, Caldwell, Hopkins, Logan, Butler, Warren, Simpson and Allen.

### **ARTICLE 3 UNION RECOGNITION**

The Employer agrees to operate projects under a Union Shop subject to the provision of the Labor-Management Relations Act of 1947, as amended.

Both Union and Employer agree to recognize, cooperate with, and actively participate in Joint Training Programs.

Employees, as covered by this Agreement, shall not include employees ordinarily classified as managerial or administrative such as supervisory employees, office employees, professional employees, engineering assistance, time keepers, or employees specifically selected by the Employer-sponsored training programs. It is understood that no employee as mentioned above shall perform any work under the Jurisdiction of the Laborers' International Union of North America.

The Business Representatives shall have the privilege to visit any job to enforce the provisions of this Agreement. The Business Representative will use every precaution to avoid delays in the progress of the job.

**ARTICLE 4**  
**MEMBERSHIP MAINTENANCE**

Any employee who is not a member of the Union of the **Second Part** and any employee who is hired on or **after the effective date** of this Agreement, shall be required to join the Union on the eighth working day of his employment, following the effective date of this agreement or following the date of his employment, whichever is the latter. Such employees who become members of the Union must, as a condition of continued employment, maintain their membership in good standing. Provided, however, that if any Employer discharges an employee for failure to join the Union upon the direction of the Local Union, the Union shall hold the Employer harmless from legal action.

**ARTICLE 5**  
**EMPLOYEE PROCUREMENT**

The Employer shall have the right to take with him, from one area to another, employees covered by this Agreement, not to exceed one-fourth of his work force on a particular job, unless by mutual agreement of both parties, the one-fourth of work force provision can be increased. The local Union whose jurisdiction the work is to

be performed shall have the right to refer to the Employer the first employee, unless the Employer has a permanent address of his home office in the jurisdiction of one of the locals signatory to the contract.

Before construction is begun and during the progress of the work, The Employer agrees to notify the Union in which jurisdiction the work is being performed, when additional or replacement employees are needed. The Union agrees to furnish, on a non-discriminatory basis, Laborer applicants to perform the necessary work when so notified within a reasonable time, not to exceed 24 hours, after receiving the request from the Employer. The Employer shall have the right to request members of the Union by name, confirming said request by letter to the Union on company stationary. In the event the Union cannot refer satisfactory employees within the prescribed time limits, the Employer shall have the right to employ other available personnel.

The Employer reserves the right to call for employees with current plant safety orientations on the jobs where such certifications are needed as determined by the Employer. It is the responsibility of the employee to acquire the training on their own time in conjunction with

the contractors and union training or orientation programs.

**BOLT Drug Program** - The Employer and the Union agree to abide by the **Drug Testing Program** adopted under BOLT. BOLT is the program identified as **Builders and Organized Laborers' Substance Abuse Policy and Trust Agreement**. The Union and the Employer will be bound by the terms and requirements of said BOLT program and any changes made in the BOLT program by the trustees of BOLT.

#### **ARTICLE 6 WAGE RATES**

All wages and fringe benefits covered by this Agreement shall be attached hereto and become a part hereof. Any project worked during the term of this contract Agreement shall pay wages and fringes benefits rates as set forth in this Agreement.

Laborers handling chemically treated materials which are harmful to the skin shall receive an additional \$.25 over the basic wage rate.

The foreman shall receive \$1.00 an hour over and above the rate of pay for a general laborer. The

general foreman shall receive \$2.00 an hour over and above the rate of pay for a general laborer. See Appendix 2-4 for appropriate wage scale per each local signatory to this agreement.

#### **ARTICLE 7 PAYMENT OF WAGES**

Employees shall be paid during the regular working hours of the pay day as regularly established by each Employer.

When an employee is discharged or permanently laid-off, the Employer shall make immediate payment to the discharged or permanently laid-off employee for all of employee's services up to the time of such discharge or permanent lay-off, provided the Employer is not a member of the West Kentucky Construction Employers Association. Should the Employer be a member of said organization, then the employee shall be paid on the regularly established pay day of the Employer.

Should an employee quit, said employee shall not be entitled to be paid until the regular established pay day of the Employer.

Wages shall be in legal tender. The number of

hours worked during the pay period must be shown on each pay stub. Accompanying each payment of wages shall be a separate statement identifying the employer, showing total earnings, the amount of deductions and purpose, and net earnings.

On the first anniversary date of this agreement and on any subsequent anniversary date, the Employer agrees that the Union may add to the Health & Welfare and / or Pension Plans from the wage and fringe package agreed upon and effective as of the anniversary date, provided 60 days written notice prior to the anniversary date is given by the Unions to the Employer.

Commencing on July 1, 2008 and continuing thereafter during the term of this agreement, and in accordance with the terms of an individual and voluntarily written authorization furnished by the Union to the Employer for Check-Off of Membership Dues, the Employer agrees to deduct once each week from the wages of each bargaining unit employee who signs said written authorization for check-off of membership dues in the amount specified by the Union.

The amount deducted shall be made payable to the Local Union in whose jurisdiction the employee

is employed and shall be transmitted monthly on contribution forms supplied to the individual employer by the Union.

## ARTICLE 8 HEALTH & WELFARE PAYMENTS

Effective (see Schedule for the Local Unions attached), the Employer agrees to pay the sum of (see schedule) cents per hour for each hour or portion thereof worked, whether at regular or overtime rates, by all employees coming under this Collective Bargaining Agreement to the Kentucky Laborers' District Council Health & Welfare Trust Fund (hereinafter referred to as the "Welfare Fund").

The said Welfare Fund shall be administered pursuant to the Agreement and Declaration of Trust, dated July 1, 1967. A copy of this Agreement and Declaration of Trust, together with amendments thereto, is attached to this Agreement and shall be considered a part of this Agreement.

The payment of the Employer's contributions to the Fund shall be made monthly only to the Trusteeship on a date and in manner and form that shall be prescribed by the Trustees of the

**Welfare Fund.**

**Employees working under the terms of this Agreement, may in writing, designate that Health and Welfare contributions be sent to the home fund of the employee (money follows the man).**

## **ARTICLE 9**

### **PENSION FUND PAYMENTS**

**Effective (see schedule for the Local Unions attached), the Employer agrees to pay the sum of (see schedule) cents per hour for each hour or portion thereof worked, whether at regular or overtime rates, by all employees coming under this Collective Bargaining Agreement to the Laborers National Pension Fund (hereinafter referred to as the Pension Fund).**

**The said Pension Fund shall be administered pursuant to the Agreement and Declaration of Trust dated July 1, 1967. A copy of this Agreement and Declaration of Trust, together with any amendments thereto, is attached to this Agreement and shall be considered a part of this Agreement.**

**This payment of the Employer's contributions to**

**the Pension Fund shall be made monthly to the Trusteeship on a date and in a manner and form prescribed by the Trustees of the Pension Fund.**

**Employees working under the terms of this Agreement, may in writing, designate that Pension contributions be sent to the home fund of the employee (money follows the man).**

## **ARTICLE 10**

### **APPRENTICESHIP & TRAINING TRUST FUND**

**Section 1.** The Employer and the Union do hereby agree to continue the Kentucky Laborers' Apprenticeship and Training Trust Fund (hereinafter called the "Trust Fund") to be administered in accordance with the provisions of the Trust Agreement and applicable law.

**Apprenticeship Rates are contained in Appendix #5.**

**Section 2.** Effective (see schedule for the Local Unions attached), the Employer agrees to pay into the Kentucky Laborers' Apprenticeship and Training Trust Fund the sum (see schedule) cents per hour for each hour or portion of hour worked by employees covered by this agreement.

Payments shall be made in accordance with the rules and regulations adopted by the Trustees of the said Trust Fund.

**Section 3:** The Employer agrees to be bound by the Agreement and Declaration of Trust of the Kentucky Laborers' Apprenticeship and Training Trust Fund.

**Section 4.** The payments of the Employer's contributions to the Apprenticeship and Training Trust Fund shall be made monthly to the Trusteeship on a date and in a manner and form prescribed by the Trustees of Training Fund.

**Section 5.** New applicants for membership who cannot provide reasonable proof of 4,000 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 but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge

such person upon notice from the Union.

The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated by reference as a part of this Agreement.

The Apprentice Wage Rates are as follow:

0 - 1000 Hours	80% of journeyworker rate
1001 - 2000 Hours	85% of journeyworker rate
2001 - 3000 Hours	90% of journeyworker rate
3001 - 4000 Hours	95% of journeyworker rate
4001 - or more	100% of journeyworker rate

Entry into the Apprenticeship program shall be controlled by the JATC. 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.

The Employer may not employ an Apprentice until a least one (1) Journeyworker is employed and thereafter may not employ more than (1) Apprentice for every additional three (3) Journeyworkers.

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 that experience. For so long as the Employer is able to provide the necessary range of employment experiences, the Employer may choose to retain the Apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

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

## ARTICLE 11 LABORERS - EMPLOYERS COOPERATION & EDUCATION TRUST

**Section 1.** The Employer and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through labor-management cooperation than through collective bargaining. The Employer and the Union also recognize that the workers as well as business benefits from labor-management cooperation. To seek resolution of these mutual concerns and to advance mutual interests through labor-management cooperative efforts, the Employer and the Union agree to participate in the Labor-Management Cooperation Trust Fund described herein which are established in accordance with Section 302(c) (9) of the Taft-Hartley Act.

**Section 2.** The Employer shall contribute to the Laborers-Employers Cooperation Trust ("LECET") effective as the effective date of this agreement and for each month thereafter for the term of this Agreement, including any extensions or renewals thereof. The Employer shall contribute to LECET at the rate (see schedule) cents per hour or portion of hour for which each employee covered by this agreement is entitled to receive

pay. The Employer shall submit all contributions to LECET in such manner and at such times and place as LECET shall designate. The Employer shall submit such reports as LECET deems necessary to verify contributions. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing LECET, a copy of which has been provided to each.

## **ARTICLE 12 WORKDAY AND OVERTIME**

**(A)** Eight (8) hours work shall constitute a day's work unless the job is set up on a four (4) day, ten (10) hour work schedule. Employers shall establish a regular starting time by agreement between the Union and Employer. In specific cases, the basic hours worked may start earlier or later, but not so as to conflict with shift work requirements. If a Laborer is not given a lunch period thirty (30) minutes before or thirty (30) minutes after the regularly scheduled lunch period (11:30 a.m. - 1:00 p.m.) he shall be paid at one and one half (1-1/2) times the basic wage rate. Unless the work is scheduled for four (4), ten (10) hour days, time and one half shall be paid for all work in excess of eight (8) hours per day, forty (40) hours per week, all day Saturday and any work performed before or after the established starting and quitting time.

When a four (4) day, ten (10) hours a day work week is scheduled, Friday shall be a make-up day, at straight time, except for new employees and for making up a mid week holiday. Saturday shall be a make up day at straight time, for inclement weather only, for the months beginning December 1 and ending March 31, provided that all crafts working are receiving straight time. This shall not apply to new employees or to make up a mid week holiday. Sundays and recognized holidays shall be double time. The term new employee as used in this Article, is not to differentiate between recent and long term employees, but to prevent a regular employee from being dogged off the job and replacement or additional employees to work those days straight time rather than overtime.

**(B)** Shifts may be established in accordance with job requirements as determined by the Employer. Such shifts must be established for a minimum of three (3) working days to qualify as recognized shift work. When two (2) of three (3) shifts are worked the first shift will work the normal eight (8) hour day. The second shift will work a seven (7) and one half hour (1/2) day. Third shift, if required, will work a seven (7) hour day. Compensation for the second and third shifts shall be equivalent to eight (8) hours pay at the employee's basic hourly rate.

**ARTICLE 13**  
**REPORTING TIME PAY,**  
**PAY FOR PARTIAL DAYS WORKED**

(1) An employee who reports for work at the established time and for whom no work is provided shall receive two (2) hours wages and fringes as reporting pay provided the employee remains on the job and available for work for one hour. The Employer shall determine when weather conditions at the job are such that the employees will or will not work.

(2) The Employer's obligations shall not apply when adequate notice is given that there will be no work or if the Employee did not give the Employer his correct telephone number.

(3) If an employee starts to work, he shall be paid a minimum of two (2) hours pay or for actual time worked thereafter. Should the employee start work after lunch and has worked any portion of that morning, he shall be paid a minimum of eight (8) hours pay except when the job is shut down by inclement weather, in which case he shall be paid for actual time worked after lunch.

**ARTICLE 14**  
**HOLIDAYS**

Recognized holidays, without pay, shall be as follows: New Year's day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after, and Christmas Day. Under no circumstances shall work be scheduled for Labor Day, except in cases of emergency involving life or property. In the event a holiday falls on Sunday, the following Monday will be observed as such holiday. Work performed on recognized holidays and Sunday shall be paid at double time.

**ARTICLE 15**  
**FOREMAN**

Whenever nine (9) or more laborers are employed on a single project by the employer, one shall be designated as a foreman.

The foreman shall receive \$1.00 an hour over and above the rate of pay for a general laborer. When three (3) foreman are employed, a general foreman will be required. The general foreman shall receive \$2.00 an hour over and above the rate of pay for a general laborer.

## ARTICLE 16 STEWARDS

When the Business Representative of the Union ~~deems it advisable~~, he shall appoint the Steward ~~or Stewards on any project~~. Said Steward is to be ~~recognized by the Employer and shall have the right to act for the Union on any grievance without discrimination~~. The Steward shall have top tenure ~~and be retained on any given project as long as, so long as any member of the Union is employed, provided the Steward is qualified to do the work in question~~. In case the Steward cannot settle any ~~dispute or grievance~~, the Business Representative ~~shall be notified to take up the grievance with the Employer~~.

~~For the purpose of this Agreement, it is understood that the duties of the Steward are limited to:~~

(a) To insist that the provisions of this ~~agreement~~ be complied with by both the ~~Union~~ Employer and the Union.

(b) To check the individual's membership ~~book~~ in accordance with the rules of the Local Union.

(c) The duties of the Steward are to be

discharged within a minimum amount of time.

(d) The Steward does not have a right to call a work stoppage or strike under any circumstances.

## ARTICLE 17 SAFETY

The Employer and the employee shall execute all work in accordance with the provisions of the Occupational Safety and Health Act.

## ARTICLE 18 SUBCONTRACT CLAUSE

When the Employer, signatory to this Agreement, subcontracts any of his work covered by this agreement, it shall be subcontracted subject to all terms and conditions of this Agreement and the employees of such subcontractor or subcontractors shall be required to become members of the Union as a condition of employment, as provided under Article 4 of this Agreement, except by mutual agreement of the parties.

## ARTICLE 19 GRIEVANCE PROCEDURE

All disputes of every type and character between the parties hereto (save the three (3) exceptions reserved below) arising from this Agreement, which are not settled directly between the persons interested shall be submitted to the Joint Arbitration Committee. Any complaint or grievance will be barred if not presented within ~~fifty (50) days~~ (30) days after complaint or grievance originated. The Joint Arbitration Committee shall be composed of two representatives of the Kentucky Laborers' District Council and two representatives of the West Kentucky Construction Employers Association, Inc. The Joint Arbitration Committee shall meet within ~~fifty-eight (58) hours~~ (48) hours after a request to do so is received from either the Employer or the Union. The Joint Arbitration Committee shall hear and ~~consider~~ all evidence presented by the parties, including that of the Business Representative of the Local Union. The committee shall render a decision by majority vote of its members. In the event a majority decision is not arrived at within twenty-four (24) hours after the hearing is concluded, the dispute shall be referred to an Arbitrator who shall decide the case by rendering a written decision. The Arbitrator shall be chosen

in this manner:

The Federal mediation and Conciliation Service shall be requested to submit a list of five (5) persons, qualified to act as an Arbitrator. The Employer and the Union, after receipt of said list, shall have the right to strike two (2) names from it in the following manner: The order of elimination shall be determined by lot and thereafter shall in that order alternately eliminate one name until only one remains. The fifth or remaining person named, shall thereupon be accepted by both the Employer and the Union as the Arbitrator. A decision of the Joint Arbitration Committee or the Arbitrator shall be final and binding and shall be promptly complied with by all parties. The compensation of the Arbitrator and other cost of arbitration, if any, previously authorized by the Standing Committee, shall be borne equally by the Employer and the Union.

**Exception 1.** (See Jurisdictional Disputes Article 21)

**Exception 2.** If the dispute be one of interpretation of Statue Law, then such dispute shall be resolved according to law.

**Exception 3.** Payment of wage and fringe

benefits and dues check-off provided for in this agreement.

Should any difference of any kind arise between the Employer and the Union, or members thereof, it is specifically agreed that there will be no lock-outs, strikes, or stoppages of any work of any sort, and all grievances and complaints which the parties involved are unable to adjust shall be submitted for settlement in accordance with Article 19 - Grievance Procedure.

Refusal of an employee to cross a picket line, lawfully established by another Union is not to be construed as a violation of this Agreement. But in the event of an illegal or unlawfully established picket line, the employees will be requested to cross same by the Business representative or his Assistant.

**ARTICLE 20  
GRIEVANCE PROCEDURE for  
NON ASSOCIATION MEMBERS**

In the event a dispute arises under the terms and conditions of this agreement, the following grievance procedure shall apply:

1. The employee shall notify the Steward

within three (3) working days of any alleged violation.

2. The Steward shall as soon as possible discuss this matter with the employee's immediate supervisor.
3. If not resolved, the grievance shall be reduced to writing and submitted to the Local Union Representative, who shall within five (5) working days meet with the authorized job site representative.
4. If not resolved at step three, the authorized representative of the Kentucky Laborers' District Council shall within seven (7) working days meet with the authorized representative of the Employer.
5. If not resolved at step four, either party shall within ten (10) working days by written notice to the other party request the grievance be referred to Arbitration.

The Arbitrator shall be chosen in the same manner as for Association Members that is described in Article 19, Paragraph 2 of this Agreement.

**ARTICLE 21**  
**JURISDICTIONAL DISPUTES**

It is **agreed** that there shall not be any work ~~stoppages~~ over jurisdictional disputes with any ~~craft or crafts~~ employed on any project. Should **jurisdictional** disputes or differences arise with **other parties** which endanger the continuous **progress** of a project, which cannot be settled at a **local level**, the Employer shall make a written **work assignment** relating to the specific project **only** and work shall continue in accordance with **assignment** by the Employer until representatives of ~~the~~ **International Unions** of all disputing Trades **meet** and bring about or cause to bring about a **satisfactory** or mutual understanding with the **Employer**. In the event the above does not bring an agreement mutually agreeable to all parties, **then** the matter shall be resolved according to **law**.

**ARTICLE 22**  
**MODIFICATION OF AGREEMENT**

Whenever a written notice is to be given under the **terms** of this Agreement it shall be sent by **Certified Mail**, Return Receipt Requested, to the address of the respective Employer or Union.

This entire Agreement shall be in full force and effect from **July 1, 2008** thru **June 30, 2011**, and in the event either of the parties hereto does not notify the other by Certified Mail, return Receipt Requested, sixty (60) days prior to the expiration date of **June 30, 2011** this contract will automatically renew itself for a period of one (1) year.

**ARTICLE 23**  
**SAVINGS CLAUSE**

It is the intention of the parties hereto, to comply with all applicable provisions of State and Federal Laws.

In the event that any State or Federal Statute or Regulation shall supersede, invalidate or be in conflict with any clause in this agreement, such statute or regulation shall prevail over any such clause, however, the other provisions of this Agreement shall be valid and remain in full force and effect.

**ARTICLE 24**  
**NON-DISCRIMINATION**

The Union and the Employer mutually agree that they will continue not to discriminate against any one because of race, color, creed, age, sex,

or national origin in accepting members or in the selection and hiring of Employees, and do further agree that they will comply with all State and Federal Laws and Regulations regarding Equal Employment Opportunity.

## ARTICLE 25 GENERAL CONDITIONS

1. Raincoats, boots, overshoes and hard hats will be furnished by the Employer and if they are not returned (excepting fair wear and tear), the Employer may deduct the cost of same from the employee's pay.
2. All safety equipment and devices needed for the work will furnished by the employer, and the Union shall have the obligation to use and operate same as and when directed. The Employer reserves the right to define personal items not to be furnished by contractors, such as safety-toed shoes and prescription glasses.

## ARTICLE 26 TRUST AGREEMENT & REMEDIES

Each Employer signatory to this agreement agrees that his firm, partnership or corporation:

(1) Shall and does hereby become an "Employer" under the terms of the applicable Agreements and Declarations of Trust pertinent to the Trust Funds enumerated in Articles 8, 9, 10 and 11 above, and such Employer further agrees to remain a participant to the aforesaid Trust Funds for the duration of the Collective Bargaining Agreement, including any renewals or extension thereof; that said Trust Funds shall be considered as being a part of this Collective Bargaining Agreement as though set forth herein at length; and that the Employer Trustees and their successors serving as such during their terms of office shall act as the Employer's representatives in connection with the above mentioned Trust Funds.

Contributions shall be paid on behalf of an employee starting with the employee's first hour of employment in a job classification covered by the Collective Bargaining Agreement.

It is agreed that the Plans adopted or to be adopted by the Trustees of said Funds shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Funds as a deduction for income tax purposes.

The expiration date of the present Collective

Bargaining Agreement between the undersigned parties is **June 30, 2011**. Any copies of renewal or extension agreements will be furnished promptly to the Fund offices.

If a Fund is held improper or illegal under any applicable State or Federal law during the term of this Agreement, the Employer may cease payment to said fund and at such time further negotiations may take place between the parties with respect to the Plan.

The Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Funds.

It is understood and agreed to by all parties to this Agreement that contributions to the various funds as set out above, are due and payable on the 10th of each month and that failure of an Employer to make his payment to the various Funds by the 20th of the month in which it is due, or for repeated failure to meet these payments by the 10th of each month, shall subject said Employer to any or all of the following remedies or any combination thereof.

**REMEDY NUMBER ONE** - Liquidated damages set by the Trustees of the respective Funds for the Employer's delinquency.

**REMEDY NUMBER TWO** - The delinquent Employer shall, at the request of the Trustees of various funds set out above, be required to furnish a surety bond, not to exceed Five Thousand Dollars (\$5,000.00) to insure that said Employer's future payments to the fund will be made on a timely basis.

**REMEDY NUMBER THREE** - The Union, at its option, may exercise its economic strength against the delinquent Employer by picketing said Employer at its various construction projects to protect the Employer's continued delinquency. Said picketing shall not be considered a breach of this contract.

In the event an Employer, signatory to this Agreement and bound by its provisions, is delinquent in its payments to the Fund, the Trustees of said Fringe Benefits Fund shall have the right to bring suit in the Jefferson Circuit Court, Jefferson County, Kentucky to enforce the payment of the delinquent monies due to the said Trust Fund plus liquidated damages assessed as remedies by the Trustees.

The Employer shall be liable for all reasonable costs for collecting payments due together with any reasonable attorneys' fees and such reasonable liquidated damages which may be assessed by the said Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under the Collective Bargaining Agreement.

It is further understood and agreed to by and between the parties to this Agreement that the remedies listed above for the Union to pursue in the case of a delinquent Employer are not exclusive but are in addition to all other remedies legally available to the Union at the time of said delinquency.

**ARTICLE 27**  
**PADUCAH AREA CONSTRUCTION**  
**ADVANCEMENT FOUNDATION**

**Section 1.** During the term of this Agreement, commencing on **July 1, 2008**, each Employer, a party hereto, shall pay to the Paducah Area Construction ADVANCEMENT Foundation the sum of eight cents (\$.08) per hour for each hour worked by all employees who are members of this bargaining unit for worked performed on projects located in the counties listed below:

McCracken, Ballard, Carlisle, Graves, Hickman, Fulton, Marshall, Calloway, Livingston, Lyon, Daviess, Ohio, Hancock, McLean, Muhlenberg, Breckenridge, Grayson, Christian, All of Fort Campbell, Todd, Trigg, Edmonson, Barren, Caldwell, Hopkins, Logan, Butler, Warren, Simpson, and Allen.

Payments to the above described Construction Advancement Programs to be held in trusts for the purposes of generally benefitting and promoting the Construction Industry provided, however, that no expenditure from said fund shall be made for any activity harmful or injurious to the Union. No part of the fund allocated for the Construction Advancement Program shall be spent directly or indirectly for any of the following purposes:

1. Promotion of legislation opposed by the Union or opposition to legislation favored by the Union.
2. Subsidies, indemnities, or payments of any kind to contractors during strike, for or in connection with a period of strike, lockout, or work stoppage.
3. Litigation before any court or administrative body against the Union or the payment of

any expenses directly or indirectly involved in any such litigation.

4. Publicity or public relations campaigns in support of management's position respecting bargaining negotiations with the Union.

Each Employer shall send the contribution to the Fund monthly on or before the 10th of each month with an accounting of hours for which it compensated each employee during the preceding month.

#### **ARTICLE 28 ASSIGNMENT OF WORK**

Assignment of work and settlement of jurisdictional disputes involving the Unions will be handled in the following manner:

The Employer has the responsibility to make the initial work assignments and agrees to make such work assignments in accordance with the following guidelines:

1. International Union Agreements and Understandings, if any.
2. State Agreements and Understandings, if any.

3. Local Union Agreements and Understandings, if any.

4. Area Practice, Trade Practice, Company Practice.

#### **ARTICLE 29 PRE-BID CONFERENCE (A) PRE-JOB CONFERENCE (B)**

**A.** It is agreed and understood that the Union, namely Local 1392, shall hold a pre-bid conference with the Employer prior to bidding work on a particular project, if so notified and requested by the Employer. The notice for a pre-bid conference shall be a written notice and sent by Certified Mail, Return Receipt Requested, to the address of the respective union.

It is agreed and understood that the request for a pre-bid conference for Local 1392 will be made by the Employer for the sole purpose to discuss a reduction in wages only on all non-industrial projects.

**B.** It is agreed and understood that the Employer shall hold a pre-job conference with the Union, prior to starting work on a project if so notified and requested by the Union. The notice for a

pre-job conference shall be a written notice and sent by certified mail, return receipt requested, to the home address of the respective Employer. Such pre-job conference shall be restricted to the signatory Employer notified and the Union signatory hereto.

It is agreed and understood that the request for a pre-job conference for the Laborers will be made by the Kentucky Laborers' District Council, through the Secretary-Business Manager or the Laborers' International Representative, or both shall be in attendance at the pre-job conference, along with the Local Union Business Manager or his representative, of that particular local union that has jurisdiction where the job is located.

**APPENDIX #1  
LOCAL UNIONS #1214 and #1392  
KENTUCKY COUNTIES, JURISDICTION  
CLASSIFICATION**

**Wage and Fringe Benefits Payment**

The following wage rates shall become effective to each Employer on the date shown in the appropriate Appendix and covers the site or sites of work located following named Kentucky Counties: McCracken, Ballard, Carlisle,

Graves, Hickman, Fulton, Marshall, Calloway, Livingston, Lyon, Daviess, Ohio, Hancock, McLean, Muhlenberg, Breckenridge, Grayson, Christian, All of Fort Campbell, Todd, Trigg, Edmonson, Barren, Caldwell, Hopkins, Logan, Butler, Warren, Simpson, and Allen.

The following shall be the basic classification of Laborers for the jurisdiction of Locals #1214 and #1392.

**GROUP #1 LABORERS**

General Laborers, Watchman, Water Boy, Wrecking Labor on building and structures, clearing right-of-way and building site, Carpenter Tender, Deck hand flagging traffic, Truck Spotters and Dumpers, Axe and Cross Cut Saw Filer, Concrete Pudlers and Form Strippers, Asbestos Abatement Laborers, Toxic Waste Removal Laborer, Lead Abatement Laborer, and Industrial Deep Cleaning.

**GROUP #2 LABORERS**

All Power Driven Tools, Hod Carriers, Mason Tenders, Finishing Tenders, Mortar Mixers, Jack Hammer, Vibrators, Soil Compactors, Wagon Drill, Core Drill, Test Drill, Well Drill, Concrete Pump Machine, Tunnel Boring Machine, Men In Tunnel and Crib Ditch Work, Signal Men,

Riprap Rock Setters and Handlers, Asphalt Rakers, Tampers and Smoothers, Pipe Layers, Grout Pump Man, Chain Saw, Pipe Clearing, Doping and wrapping, Swampers and Straight Cable Hooking, Cement Guns, Grade Checkers Machine Excavating, Tool Room Checkers, Batch Plant Scale Man. Sand Hog Free Air, Sand Hog Compressed Air, Cutting Torch Man on Salvage Work, Road Form Setters, Brick Slingers, Hand Spikers, Power Buggy, Handling of Creosote Material, Sandblasters, Curing of Concrete and Apply Hardner, Air and Gas Tampers, Concrete Saw, Power Post Hole Diggers and Green Cut Men on Concrete Work. Request that two men be used on Pavement Breakers, Multi-Craft Tender.

Powderman or Blasters wages to be \$.50 above the Group #1 Classification.

**APPENDIX #2 - LOCAL UNION #1214  
KENTUCKY COUNTIES JURISDICTION  
CLASSIFICATION, WAGE RATES &  
FRINGE BENEFITS PAYMENT**

The following wage rates shall become effective to each Employer on the date shown below and covers the site or sites of work located in the following named Kentucky Counties in the Jurisdiction of Local #1214: McCracken, Ballard,

Carlisle, Graves, Hickman, Fulton, Marshall, Calloway, Livingston and Lyon.

**GROUP #1 LABORERS**

<b>Date</b>	<u>7/1/08</u>	<i>Effective July 1, 2009</i>
<b>Wages</b>	\$18.35	<i>\$.85 to be distributed (Total \$28.56)</i>
<b>H &amp; W</b>	5.05	<i>Effective July 1, 2010 \$.85 to be distributed (Total \$29.41)</i>
<b>Pension</b>	3.50	<i>Union will notify Employer of above yearly distribution(s) by sixty (60) day written notice.</i>
<b>Training</b>	.35	
<b>PACAF</b>	.08	
<b>Tri-Fund/ Reg.LECET</b>	.10	
<b>Ky LECET</b>	.20	
<b>BOLT</b>	.08	
<b>Total W/B</b>	\$27.71	

Dues Check Off 5% of Gross Wages PLUS .30 cents per hour worked

Foreman	1.00
Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the Wage Package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

**GROUP #2 LABORERS**

Date	<u>7/1/08</u>	<i>Effective July 1, 2009</i>
Wages	\$18.55	<i>\$.85 to be distributed (Total \$28.76)</i>
H&W	5.05	<i>Effective July 1, 2010</i>
		<i>\$.85 to be distributed (Total \$29.61)</i>
Pension	3.50	<i>Union will notify</i>
Training	.35	<i>Employer of above</i>
PACAF	.08	<i>yearly distribution(s)</i>
Tri-Fund/		<i>by sixty (60) day</i>
Reg.LECET	.10	<i>written notice.</i>
Ky LECET	.20	
BOLT	.08	
Total W/B	\$27.91	

Dues Check Off 5% of Gross Wages PLUS .30 cents per hour worked

Foreman	1.00
Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the wage package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

**CONSTRUCTION SPECIALIST**

*(Industrial Projects Only)*

Date	<u>7/1/08</u>	<i>Effective July 1, 2009</i>
Wages	\$19.55	<i>\$.85 to be distributed (Total \$29.76)</i>
H & W	5.05	<i>Effective July 1, 2010</i>
		<i>\$.85 to be distributed (Total \$30.61)</i>
Pension	3.50	<i>Union will notify</i>
Training	.35	<i>Employer of above</i>
PACAF	.08	<i>yearly distribution(s)</i>
Tri-Fund/		<i>by sixty (60) day</i>
Reg.LECET	.10	<i>written notice.</i>
Ky LECET	.20	
BOLT	.08	
Total W/B	\$28.91	

Dues Check Off 5% of Gross Wages PLUS .10 cents per hour worked

Foreman	1.00
Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the wage package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

**Toxic Waste Laborers - Premium Rates**  
**Personal Protective Equipment Level**  
 per hour above base laborers wage rate

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
\$1.00	.50	.25	basic

**APPENDIX #3 - LOCAL UNION #1392**  
**KENTUCKY COUNTIES JURISDICTION**  
**CLASSIFICATION, WAGE RATES &**  
**FRINGE BENEFITS PAYMENT**

The following wage rates shall become effective to each Employer on the date shown below and covers the site or sites of work located in the following named Kentucky Counties in the Jurisdiction of Local #1392: Daviess, Muhlenberg, Grayson, Breckenridge, Hancock, Ohio, and McLean.

**GROUP #1 LABORERS**

Date	<u>7/1/08</u>	<i>Effective July 1, 2009</i>
Wages	\$19.50	<i>\$.85 to be distributed (Total \$29.38)</i>
H & W	5.05	<i>Effective July 1, 2010</i>
Pension	3.25	<i>\$.85 to be distributed (Total \$30.23)</i>
Training	.35	

PACAF	.08	<i>Union will notify</i>
Tri-Fund/		<i>Employer of above</i>
Reg.LECET	.10	<i>yearly distribution(s)</i>
Ky LECET	.20	<i>by sixty (60) day</i>
Total	<b>\$21.53</b>	<i>written notice.</i>

Dues Check Off 5% of Gross Wages PLUS .30 cents per hour worked

Foreman	1.00
Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the wage package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

**GROUP #2 LABORERS**

Date	<u>7/1/08</u>	<i>Effective July 1, 2009</i>
Wages	\$19.70	<i>\$.85 to be distributed (Total \$29.58)</i>
H & W	5.05	<i>Effective July 1, 2010</i>
Pension	3.25	<i>\$.85 to be distributed (Total \$30.43)</i>
Training	.35	<i>Union will notify</i>
PACAF	.08	<i>Employer of above</i>
Tri-Fund/		<i>yearly distribution(s)</i>
Reg.LECET	.10	<i>by sixty (60) day</i>
Ky LECET	.20	<i>written notice.</i>
Total	\$28.73	

Dues Check-Off 5% of Gross Wages PLUS .30 cents per hour worked

Foreman	1.00
Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the wage package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

**CONSTRUCTION SPECIALIST**

*(Industrial Projects Only)*

Date	7/1/08
Wages	\$20.70

*Effective July 1, 2009  
\$.85 to be distributed  
(Total \$30.58)*

H & W	5.05
Pension	3.25

*Effective July 1, 2010  
\$.85 to be distributed  
(Total \$31.43)*

Training	.35
PACAF	.08

*Union will notify  
Employer of above  
yearly distribution(s)  
by sixty (60) day  
written notice.*

Tri-Fund/ Reg LECET	.10
Ky LECET	.20
Total W/B	\$29.73

Dues Check-Off 5% of Gross Wages PLUS .30 cents per hour worked

Foreman	1.00
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Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the wage package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

**Toxic Waste Laborers - Premium Rates**

Personal Protective Equipment Level per hour above base laborers wage rate

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
\$1.00	.50	.25	basic

**APPENDIX #4 - LOCAL UNION #1392  
KENTUCKY COUNTIES JURISDICTION  
CLASSIFICATION, WAGE RATES &  
FRINGE BENEFITS PAYMENT**

The following wage rates shall become effective to each Employer on the date shown below and covers the site or sites of work located in the following named Kentucky Counties in the Jurisdiction of Local #1392: Christian, All of Fort Campbell, Todd, Trigg, Edmonson, Barren, Caldwell, Hopkins, Logan, Butler, Warren, Simpson, and Allen.

**GROUP #1 LABORERS**

Date	<u>7/1/08</u>	<i>Effective July 1, 2009</i>
Wages	\$18.50	<i>\$.85 to be distributed (Total \$28.58)</i>
H & W	5.05	<i>Effective July 1, 2010</i>
Pension	3.25	<i>\$.85 to be distributed (Total \$29.43)</i>
Training	.35	<i>Union will notify</i>
PACAF	.08	<i>Employer of above</i>
Tri-Fund/		<i>yearly distribution(s)</i>
Reg.LECET	.10	<i>by sixty (60) day</i>
Ky LECET	.20	<i>written notice.</i>
Total W/B	\$27.53	

**Dues Check-Off** 5% of Gross Wages PLUS .30 cents per hour worked

Foreman	1.00
Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the wage package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

**GROUP #2 LABORERS**

Date	<u>7/1/08</u>	<i>Effective July 1, 2009</i>
Wages	\$18.70	<i>\$.85 to be distributed (Total \$29.58)</i>
H & W	5.05	<i>Effective July 1, 2010</i>
Pension	3.25	<i>\$.85 to be distributed (Total \$30.43)</i>
Training	.35	<i>Union will notify</i>
PACAF	.08	<i>Employer of above</i>
Tri-Fund/		<i>yearly distribution(s)</i>
Reg.LECET	.10	<i>by sixty (60) day</i>
Ky LECET	.20	<i>written notice.</i>
Total W/B	\$27.73	

**Dues Check-Off** 5% of Gross Wages PLUS .30 cents per hour worked

Foreman	1.00
Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the wage package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

## CONSTRUCTION SPECIALIST

(Industrial Projects Only)

Date	<del>7/1/08</del>	<i>Effective July 1, 2009</i>
Wages	<del>\$19.70</del>	<i>\$.85 to be distributed (Total \$29.58)</i>
H & W	<del>5.05</del>	<i>Effective July 1, 2010</i>
Pension	<del>3.24</del>	<i>\$.85 to be distributed (Total \$30.43)</i>
Training	.35	<i>Union will notify</i>
PACAF	.08	<i>Employer of above</i>
Tri-Fund/		<i>yearly distribution(s)</i>
Reg.LECET	.10	<i>by sixty (60) day</i>
Ky LECET	.20	<i>written notice.</i>
Total W/B	\$28.73	

Dues Check Off 5% of Gross Wages PLUS .30 cents per hour worked

Foreman	1.00
Gen. Foreman	2.00
Chemical Treated Pay	.25

*\*Portions of the wage package may be deferred to H & W / or Pension with 60 day written notice prior to scheduled increases.*

### Toxic Waste Laborers - Premium Rates

Personal Protective Equipment Level per hour above base laborers wage rate

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
\$1.00	.50	.25	basic

### APPENDIX #5 APPRENTICESHIP RATES Apprenticeship Schedule Local 1214 & 1392

80% - Journeyman Laborer Rate -  
1st 1000 hours worked

85% - Journeyman Laborer Rate -  
1001 - 2000 hours worked

90% - Journeyman Laborer Rate -  
2001 - 3000 hours worked

95% - Journeyman Laborer Rate -  
3001 - 4000 hours worked

100% - Journeyman Laborer Rate -  
over 4000 hours

**AGREEMENT BETWEEN  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA  
KENTUCKY LABORERS'  
DISTRICT COUNCIL  
acting on behalf of  
LOCALS NO. 1214 & 1392 AFL-CIO**

This Agreement ~~made~~ entered into this 1st day of ~~July, 2008~~, by and between Laborers' International Union of North America, Kentucky Laborers' District Council ~~and locals~~ 1214 and #1392, AFL-CIO, and the undersigned Contractor.

Whereas there ~~is in existence~~ a Collective Bargaining Agreement between Laborers' International Union of North America, Kentucky Laborers' District Council and Locals #1214 and #1392, AFL-CIO, and the West Kentucky Construction Employers Association, Inc., and whereas the undersigned Contractor is desirous of ~~working under the same~~ conditions as exist in said Contract.

Now, therefore, for and in consideration of the mutual promises of both parties hereto, the undersigned Contractor does hereby accept and adopt the Contract of the West Kentucky Construction Employers Association, Inc., as its own, and the Union does hereby accept said

Contractor in accordance therewith.

Said Contract is attached hereto and made a part of this Agreement.

Executed at Paducah, Kentucky, 1st day of July, 2008.

**INDUSTRIAL BUILDING CONSTRUCTION  
AGREEMENT**

to the **LABORERS' INTERNATIONAL UNION** DISTRICT  
**OF NORTH AMERICA**, Local 1214  
**KENTUCKY LABORERS' DISTRICT COUNCIL**  
to the **LABORERS' LOCAL UNIONS** District  
**#1214 and #1392, AFL-CIO** 8005

This contract expires June 30, 2011.

By \_\_\_\_\_  
Local 1214, Paducah, Ky.

By \_\_\_\_\_  
Local 1392, Owensboro, Ky.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Payroll Contact Person: \_\_\_\_\_

Phone and Fax: (\_\_\_\_) \_\_\_\_\_ /

(\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_


Date: \_\_\_\_\_

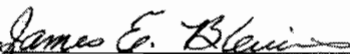
**WEST KENTUCKY CONSTRUCTION  
EMPLOYERS ASSOCIATION, INC.**

By:   
Mike Gerescher

By:   
Chris Black

**KENTUCKY LABORERS'  
DISTRICT COUNCIL**

By:   
Larry Tabor, President

By:   
James E. Blevins, Secretary-Treasurer

**The West Kentucky Construction Employers  
Association has bargaining rights for the  
Laborers for the following contractors.**

**Bass Maintenance  
Ray Black & Son, Inc.  
CESA Contractors  
Morsey, Inc.  
Triangle Enterprises, Inc.**