

RECEIVED

APR - 5 2016

**BEFORE THE
LABOR AND INDUSTRIAL RELATIONS COMMISSION
JEFFERSON CITY, MISSOURI**

LABOR AND INDUSTRIAL
RELATIONS COMMISSION

In the Matter of: **Objection to Annual Wage Order No. 23, Issued in March 2016, as it Pertains to the Occupational Title of "Sprinkler Fitter - Fire Protection" in Randolph County, Missouri, Which County is a Third Class Missouri County Within the Geographic Jurisdiction of the Road Sprinkler Fitters Local Union 669**

On Behalf of: **Road Sprinkler Fitters Local Union 669**

Objector.

OBJECTION

COMES NOW the Road Sprinkler Fitters Local Union 669 (hereinafter "Objector" or "L.U. 669"), and files its Objections to Annual Wage Order No. 23, issued in March 2016 by the Missouri Division of Labor Standards, and for its Objection states as follows:

1. Objector is an unincorporated association representing members who perform work in the construction trades and specifically under the Occupational Title of "Sprinkler Fitter - Fire Protection," as defined in 8 C.S.R. 30-3.060, throughout the State of Missouri of the type covered by Section 290.201, R.S.Mo., *et seq.* (the "Missouri Prevailing Wage Law"). These individual bargaining unit members also perform work of the type at issue in this Objection on a regular basis. Through well-established precedent, parties such as the Objector have historically been permitted to represent the interests of their members before the Labor and Industrial Relations Commission, as have other unincorporated associations, on matters of Objections to proposed Annual Wage Orders.

2. Randolph County is a Missouri Third Class County, as described and incorporated in the Missouri Prevailing Wage Law.

3. A review of a contractor's wage survey submitted by contractors working in Randolph County, Missouri reveals that the basic hourly rates and total fringe benefits in proposed Annual Wage Order No. 23 are incorrect in that they do not take into consideration those hours worked in "Sprinkler Fitter - Fire Protection," in Randolph County, Missouri. [attached Exhibit A].

A. The rates in proposed Annual Wage Order No. 23 for the "Sprinkler Fitter - Fire Protection" Occupational Title in Randolph County are \$15.00 per hour, with \$1.98 fringe benefits and the Federal Overtime and Holiday rates.

B. In 2015, three-thousand five-hundred sixteen (3,516) hours of work designated as "Sprinkler Fitter - Fire Protection" work for purposes of construction work was performed by employees of F.E. Moran Mechanical Contracting & Service, within Randolph County at the rate of \$32.39 in wages and \$19.05 in fringe benefits under a collective bargaining agreement with L.U. 669. Objector is prepared to present evidence in the forms of payroll and contractor surveys to establish the following hours actually worked and the foregoing rate in Randolph County. [attached Exhibit A].

C. These rates, as described, are not only the appropriate rates, there are also workmen ready, willing and able to perform work in Randolph County at such rates. Such workmen, in fact, have performed such work at such rates, as evidenced in the attached documentation. Workers performed at these rates in these localities to a greater extent than work performed at the published rate in the objected to proposed Annual Wage Order, and such work has been performed to a greater extent at all times pertinent to the Annual Wage Order at issue.

D. In addition, the same review reveals that change must be made to the overtime and holiday schedules in Randolph County, as applied to the "Sprinkler Fitter - Fire Protection"

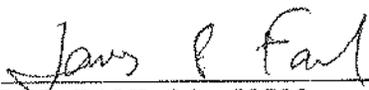
classification, being the three-thousand five-hundred sixteen (3,516) hours submitted for the relevant period for Annual Wage Order No. 23 were worked pursuant to a collective bargaining agreement with specific overtime and holiday schedules. Objector is prepared to present evidence the appropriate schedules should be changes to schedule 33 for overtime purposes and 19 for holiday purposes. [attached Exhibit B].

E. These three-thousand five-hundred sixteen (3,516) hours are reflective of the objective hours that prevail in the geographic jurisdiction at issue and performed under an appropriate collective bargaining agreement.

WHEREFORE, it is respectfully requested that the Labor and Industrial Relations Commission consider favorably the Objection of Objector and revise the basic hourly rate and total fringe benefit in Randolph County for the "Sprinkler Fitter - Fire Protection" classification, as described herein, to reflect the prevailing practices throughout the geographic jurisdiction in question, and for such other changes as are deemed appropriate.

Respectfully submitted,

HARTNETT GLADNEY HETTERMAN, L.L.C.



JAMES P. FAUL, No. 58799
4399 Laclede Avenue
St. Louis, MO 63108
Telephone: 314-531-1054
Facsimile: 314-531-1131
jfaul@hghllc.net

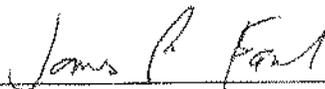
Attorneys for Objector

CERTIFICATE OF SERVICE

An original and two (2) copies of the foregoing were served on the Administrative Secretary, Labor and Industrial Relations Commission, 3315 West Truman Boulevard, P. O. Box 599, Jefferson City, MO 65102-0599, *via facsimile at 573-751-7806* and by UPS, and copies were served on the following individuals by placing same, postage prepaid, in the U. S. Mail this 5th day of April, 2016.

John E. Lindsey, Director
Division of Labor Standards
3315 West Truman Boulevard
P. O. Box 449
Jefferson City, MO 65102-0449

Brian P. Weisel, Assistant Attorney General
Office of the Attorney General
Broadway State Office Building
221 West High Street, 4th Floor
P. O. Box 899
Jefferson City, MO 65102-0899





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

PROJECT INFORMATION

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:
 Collective Bargaining Agreement Rate
 Non-Collective Bargaining Agreement Rate

County RANDOLPH

Dates of Work Reported Below
 Beginning 04 / 01 / 2015 Ending 12 / 18 / 2015

Description THOMAS HILL POWER PLANT

Type of Construction: Building Heavy and Highway

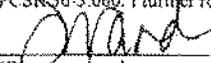
E-mail pyaroll@femoran.com Website www.femoran.com

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 § 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
 Website: www.labor.mo.gov/DLS



LS-04 (06-15) A1

Covering Rules, Regulations & Working Conditions
Apprenticeship Standards
April 1, 2013

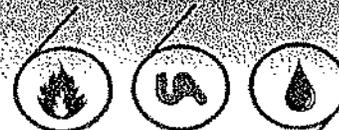


AMERICA'S SPRINKLER LOCAL

AGREEMENT BETWEEN



National Fire Sprinkler
Association, Inc.



SPRINKLER FITTERS

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