SPECIFICATIONS FOR Pickler Memorial Library Selected Carpet ON THE CAMPUS OF TRUMAN STATE UNIVERSITY KIRKSVILLE, MO

Project No. CP2018-001 Bids due 2:00 pm on Thursday, July 27, 2016

- SCOPE OF WORK: Work covered by these specifications includes the furnishing of all materials, labor, tools, equipment, services, etc., necessary for removal and installation of selected carpet and wall base in Pickler Memorial Library (PML) on the campus of Truman State University. The University has purchased the carpet, carpet adhesives and Tactiles. The space undergoing work is noted on the attached floor plan. Please arrange a visit to see the location.
- II. GENERAL CONDITIONS: The selected Contractor shall conform to all requirements of these specifications. In case any point with regard to the true extent of these specifications and drawings are not fully understood by the bidder or if there is any doubt as to the items to be included in their bid, the bidder shall contact Campus Planning for such further instructions as may be necessary. In no case shall a bid be submitted in uncertainty.
- **III. EXAMINATIONS OF PREMISES:** Before submitting bids for this work, each bidder shall examine the predetermined sites and satisfy themselves as to the existing conditions under which they will be obliged to operate, or that will in any manner affect the work under this contract. An inspection of the predetermined job sites can be arranged Monday through Friday during normal University business days from 8:00 A.M. to 5:00 P.M. Appointments may be scheduled by calling Lori Shook, at 660.785.7226.

All information is provided only for the assistance of the bidders and does not alleviate the bidder from thoroughly examining the site conditions. Failure of the bidders to review the site will not excuse bidders from performing the work as specified.

- IV. SPECIFICATIONS: These specifications are intended to fully cover all phases of work involved. Should a case arise in which they apparently do not Lori Shook with Campus Planning shall decide such questions and the decision shall be final and binding on all parties. Notification of changes will be made in the form of a written addendum and forwarded to all bidders currently holding specifications for this project. All work necessary for a professional and complete painting job must be done without extra charge.
- V. QUALITY AND WORKMANSHIP: All labor, tools, materials and equipment necessary for the completion of all work included in these specifications shall be furnished at the selected Contractor's own expense. All materials used shall be new and fresh unless otherwise specified and both materials and workmanship shall be of the best quality and shall be subject to the approval of Campus Planning.

All labor shall be performed in a first-class, substantial, neat and workmanlike manner. All damage shall be repaired, including any building damage, glass breakage, exterior and interior walls, floors, all patching done, all broken materials, and everything left perfect and complete in every respect.

- VI. PERMITS, LICENSES, AND SO FORTH: The selected Contractor shall give the proper authorities all notices as required by law relative to the work in his charge, obtaining all official permits and paying for all legal fees that are necessary for the due and faithful performance of the work herein listed. This also includes notification of Division of Labor Standards by the selected Contractor of a prevailing wage project award. All required forms are included with the Annual Wage Order No. 24 Prevailing Wage Packet.
- VII. INSPECTION OF WORK: All work performed by the selected Contractor shall be subject to the approval of Campus Planning at all times during the progress of the work. No work will be considered accepted which may be considered defective or deficient in any of the requirements of these specifications and drawings.
- VIII. PROTECTION OF WORK: The Owner's property and the work performed, as well as the materials to be used, shall at all times be thoroughly protected from the weather and other causes, and all damage resulting from such neglect shall be made good by the selected Contractor at their own expense.
- IX. CLEANING: The selected Contractor shall keep the premises clean and orderly at all times, and upon leaving the job site, shall thoroughly clean the premises. The job site shall be left clear of clutter such as food bags, soda cans, or soda cups at the end of each work day. This includes both the work area and any breaks areas. Any trash should be left in building centralized trash receptacles.

Prior to the completion of the project, the selected Contractor shall also remove any materials considered a hazardous waste material or materials that would incur a fee to analyze and determine the method for disposal. The University's Environmental Safety Specialist, or his designate, shall be contacted to inspect the job site to verify no such materials are left present prior to final payment being released to the selected Contractor.

X. SPECIFICALLY:

A. General Scope:

- 1. The purpose of these specifications is to obtain all labor, tools, materials, and equipment necessary for carpet and wall base in selected areas of the second floor in PML on the campus of Truman State University. The contractor is to field verify all dimensions.
- 2. The project scope includes the following elements: Removal and disposal of existing carpet and wall base; preparation of existing surfaces as recommended by the manufacturers; and installation of all materials. Installation per manufacturer's recommendations.
- **3.** The carpet will be purchased and supplied by the University and installed by the selected contractor.
- **4.** Carpet adhesive is to be used around the perimeter per the manufacturer's recommendations.
- **5.** Extend carpet into door reveals, open-bottomed obstruction, removable flanges, alcoves and similar openings.
- **6.** Allow carpet to acclimate to conditions of installation. Examine substrates for conditions under which carpet is to be installed. Beginning of installation means installer accepts existing conditions.

B. Material Specifications:

- 1. <u>Carpet</u>: Provided by University: Interface, The Standard, 9361 Mangrove with glasbac. To be installed by contractor using Interface TacTiles per manufacturer's recommendations.
- **2.** Adhesive provided: Interface Grid-Set 2000 Releasable Adhesive for all cut pieces and perimeter.
- **3.** <u>Leveling Compound</u>: Latex type as recommended by carpet manufacturer. Must be compatible with carpet adhesive and curing/sealing compound on concrete.
- **4.** Extra Materials: Full-size units equal to 5 percent of amount installed for each carpet type indicated, but not less that 10 sq. yd. (8.3 sq. m.).
- **5.** <u>Transitions as needed and wall base</u>: Johnsonite 45 Sandalwood. Low profile transitions as appropriate between flooring materials.
- **6.** Adhesive: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicate.

C. Sales Tax Exemption:

- 1. The University will utilize its exemption from payment of sales tax. The bids shall not include sales tax. The University's exercise of the rights under this paragraph shall not reduce the bidder's obligation to the University with respect to these specifications and drawings.
- 2. The selected Contractor will be provided with the University Sales Tax Exemption Letter to be utilized for this project only.

E. Bidding Procedures:

- 1. Prices quoted shall include all aspects of the work specified. Provide separate line item price for labor and materials.
- 2. All bids must provide that they remain open for a period of not less than sixty (60) calendar days after the date of the bid opening.
- 3. Only one (1) contract will be awarded for the work.
- XI. GUARANTEE: The selected Contractor shall provide a minimum (1) year warranty on workmanship and shall supply manufacturer's warranty on materials. The installation provider must be directly responsible for the quality of the completed floorcovering installation, including both the quality of the materials and labor used in the installation. The installation provider must directly warrant to owner that all products, materials and services related to the floorcovering installation (including any floorcoverings, adhesives and/or other products or materials used in the installation) will meet specifications set forth herein. The product warranty required herein must be provided directly by the carpet manufacturer.
- **XII. USE OF PREMISES:** The selected contractor shall confine his apparatus, the storage of materials, and the operation of his workmen to such places and within such limits as to cause the least inconvenience to the University.
- XIII. REMOVAL OF RUBBISH: The selected Contractor shall not allow any dirt or rubbish to accumulate in the buildings or on the grounds adjoining the buildings. The selected Contractor shall promptly remove all debris. This also includes removal of any item(s) associated with the project that are considered hazardous waste.

XIV. OWNER REGULATIONS:

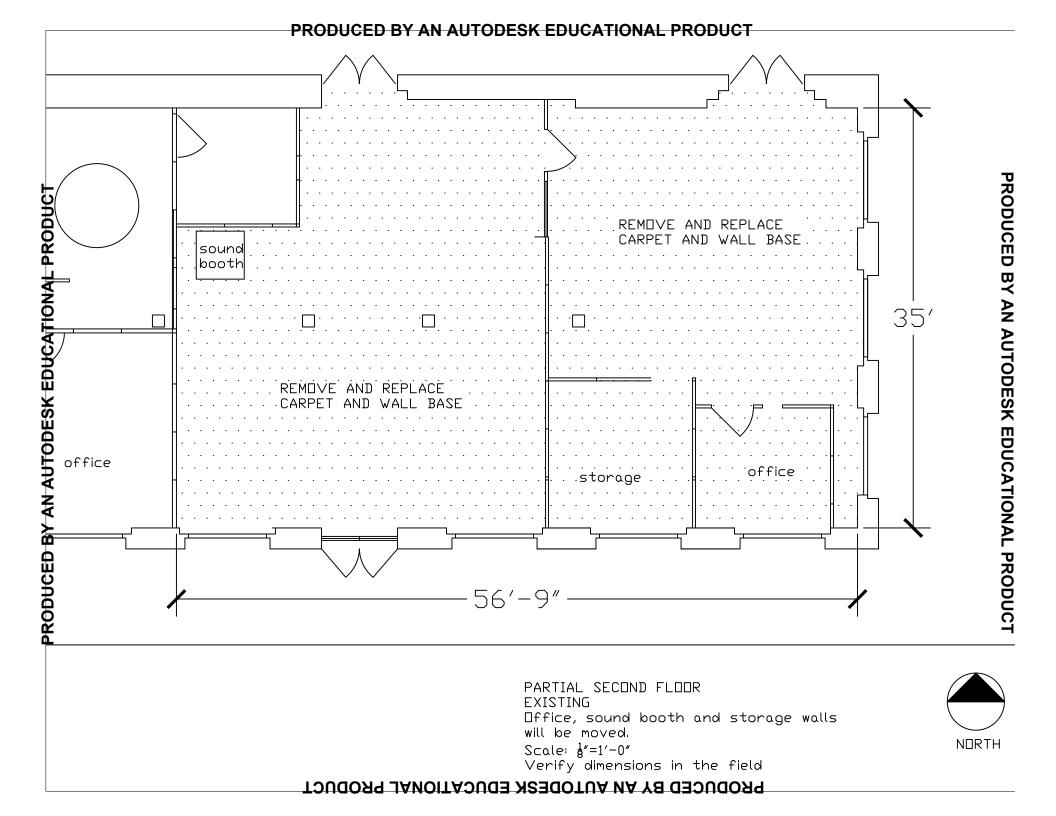
- a. Alcohol and Illegal Drugs: Possession and/or use of alcohol or illegal drugs are prohibited on the University campus. The University's published rules regarding this matter shall apply to all workers related to this project.
- b. Smoking Policy: Truman State University is a tobacco-free campus. The tobacco-free policy includes cigarettes, smokeless tobacco and electronic nicotine delivery system or e-cigarettes. All parties acknowledge that Missouri state law substantially prohibits the smoking of tobacco products in public buildings. The University has adopted the policy that no smoking or tobacco use is allowed on any University property. The contractor will follow all university policies and procedures set forth.
- c. Parking Regulations: the successful bidder agrees to comply with the Owner's published rules and regulations regarding vehicles and campus parking. All motor vehicles parked on the Owner's property must be identified with a properly displayed permit. Service vehicles that are non-university vehicles who conduct university business or services on a regular basis must display parking permits. Loading and unloading zones are provided for the successful bidder to use. It shall be further understood that driving on the Owner's sidewalks is not permitted. The successful bidder will be responsible for their motorized vehicles and all violations identified to their vehicles. Any exigent circumstances are to be directed to the Department of Public Safety, Parking Services, 660-785-7400.
- XV. SUBCONTRACTORS: The bidder is advised that any person, firm, or other party whom it is proposed to award a subcontractor under this contract must be acceptable to the University. The selected Contractor shall see that all subcontracts (if any) are let well in advance, and required to start their work when building is ready to receive same so that no delays will occur.
- XVI. RESPONSIBILITY AND INSURANCE: It shall be the bidder's obligation to provide Workman's Compensation Insurance on all workers involved with this project. Bidder must provide a Certification of Insurance prior to work on this site. The selected Contractor shall be responsible for the general care, control, and order of all building operations carried on and about this building during the continuous and until the completion and acceptance of the work herein specified.
 - a. Awarded contractor shall provide Certificate of Liability Insurance naming Truman State University as an additional insured. The successful contractor shall use the insurance industry standard ACCORD form, or other adequate proof of such insurance.
- **XVII. PREVAILING WAGE LAW:** Where more than one (1) on-site worker is involved on-site, attach to the pay request, weekly payroll sheets. Payroll sheets shall provide no less than the following information on every worker on the project whose pay is governed by the Prevailing Wage Law:
 - a. Number of Employees
 - b. Occupational Title(s)
 - c. Hourly Rate and Benefits
 - d. Dates Paid

The selected Contractor must provide with each submittal his written certification that all workers, including those for sub-contractors, who worked on the project are being reported therein on the form included in these bid specifications.

Annual Wage Order no. 24 is currently effective for Adair County. http://www.labor.mo.gov/DLS/PrevailingWage/ All necessary forms may be obtained from the Truman Business Office.

- **XVIII. ACCEPTANCE:** Upon inspection of all work for damage and quality, the University will provide written acceptance or list of requirements to make work acceptable.
 - a. Submit a manual of carpet manufacturer's recommendations for the general care, cleaning, stain removal and maintenance of carpet products.
 - b. Submit installation procedures used including adhesive types.
 - c. Submit written warranties for all products as well as performance testing results on all items.
- XIX. COMPLETION OF WORK: Work shall commence upon receipt of an Agreement and Purchase Order form the University Purchasing Agent. Work shall be completed as coordinated with the library staff the week of **September 5**, 2017. The library will be occupied during this time.

End of Specifications



Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 001
ADAIR COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of	:	Basic Hourly	Over- Time	Holiday	Total Frings Banefit
	Increase	1	* Rates	Schedule	Schedule	Total Fringe Benefit
Asbestos Worker (H & F) Insulator		+	\$32,42	55	60	<u> </u>
Boilermaker	6/17	+	\$36.56	57	7	\$22,40
Bricklayer and Stone Mason	 	╅╌	\$29.76	59	7	\$29.13
Carpenter	6/17		\$25.34	60		\$17.44
Cement Mason		╁	\$27.82	9	15	\$16.85
Communication Technician		+	\$18.50		3	\$12.92
Electrician (Inside Wireman)	 		\$30.57	FED	 	\$8.62
Electrician (Outside-Line Construction\Lineman)	 	+		69	75	\$5.93 + 35%
Lineman Operator	 	┿	\$43.50	43	45	\$5.50 + 36%
Groundman	<u> </u>	+	\$37.48	43	45	\$5.50 + 36%
Elevator Constructor	6/17	·-	\$28.86	43	45	\$5.50 + 36%
Glazier	0/1/	a	+ 11 14 1	26	54	\$33.275
ronworker	047	\vdash	\$23.35	36	52	\$6.71
Laborer (Building):	6/17	╄-	\$29,65	50	4	\$29.05
General		-	 			
First Semi-Skilled		<u> </u>	\$23.01	42	44	\$13.54
Second Semi-Skilled		1_	\$25.01	42	44	\$13.54
ather			\$24.01	42	44	\$13.54
		<u> </u>	USE CARE	ENTER RA	TE	7.7.7
Inoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17	_	\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
dillwright	6/17		\$26.34	60	15	\$16.85
Derating Engineer						\$10,00
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17	╗	\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	
ainter	6/17	\dashv	\$23.69	18	7	\$26.00
ile Driver	6/17	- f	\$26.34	60	15	\$12.08
ipe Fitter		b	\$38.00	91	69	\$16.85
lasterer	·	7	\$17.00	FED	69	\$26.93
lumber		b	\$38.00	91		
oofer \ Waterproofer		╗	\$29.30		_69	\$26.93
neet Metal Worker		\dashv		12		\$15.19
orinkler Fitter - Fire Protection		-	\$31.34	40	23	\$17.04
errazzo Worker	6/17	\dashv	\$34.79	33	19	\$20.17
errazzo Finisher	6/17	+	\$29.55	124	74	\$14.76
e Setter		+	\$19.22	124	74	\$14.76
le Finisher	6/17		\$22.24	124	74	\$13,05
affic Control Service Driver	6/17	\dashv	\$14.35	124	74	\$9.52
uck Driver-Teamster		\perp	\$25.685	22	55	\$9.045
Group [_				
Group II			\$25.535	35	36	\$8.65
Broup III			\$25.695	35	36	\$8.65
			\$25.685	35	36	\$8.65
Broup IV		c l	\$25.805	35	36	\$8.65

Fringe Benefit Percentage is of the Basic Hourly Rate

^{**}Incremental Increase

		Basic	Over-		
OCCUPATIONAL TITLE	** Date of		Time	Holiday	Total Fringe Benefits
	t e		Schedule		
	Increase	Rates	Schedule	Schedule	
					·
			1		
	i				
					
					· · · · · · · · · · · · · · · · · · ·
				-	-
					
W-1-1					

^{*} Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3,040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

- a Vacation: Employees under 5 years 6%, over 5 years 8%
- b All work over \$7 Mil. Total Mech. Contract \$38.00, Fringes \$26.93 All work under \$7 Mil. Total Mech. Contract \$36.66, Fringes \$21.49
- c Group I:

Projects over \$3 3/4 Million - \$25.535

Projects under \$3 3/4 Million - \$22.035

Group II:

Projects over \$3 3/4 Million - \$25.695

Projects under \$3 3/4 Million - \$22,195

Group III:

Projects over \$3 3/4 Million - \$25,685

Projects under \$3 3/4 Million - \$22.185

Group IV:

Projects over \$3 3/4 Million - \$25.805

Projects under \$3 3/4 Million - \$22.305

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

- NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.
- NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.
- NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).
- NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.
- NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.
- NO. 33: Means 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. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.
- NO. 35: Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (11/2) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (11/2) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (11/2) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (11/2) overtime rate. Overtime shall be computed at haif-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. SATURDAY MAKE-UP DAY: If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a makeup day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 69: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m., except for a thirty (30) minute lunch period shall constitute a regular work day. Forty (40) hours, within five (5) such work days-Mondays through Friday, inclusive, shall constitute a regular work week. The starting and quitting time for each job shall be subject to variance by mutual Agreement and where not agreed otherwise the regular starting time shall be 8:00 a.m. and the quitting time shall be 4:30 p.m. In order to meet job site or owner conditions, the above section may be modified to allow for a workday/workweek of four (4), ten-hour days (4-10's) provided that the following condition is met:

The project must be for a minimum of four (4) consecutive days, beginning on either a Monday or Tuesday, holidays, inclusive.

All work performed outside of the regularly scheduled working hours, Monday through Friday, and on Saturday shall be paid at one and one-half (1½) times the hourly rate. On all work performed on Sundays and recognized legal holidays or days that may be celebrated as such, shall be paid at double (2) the hourly rate. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall be paid at eight (8) hours pay at the regular hourly rate plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (11/2). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (11/2) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2,50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (1/2) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (11/2) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (11/2) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

ADAIR COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

- NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.
- **NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holidays falling on Sunday will be observed on the following Monday.
- NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.
- NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday fails on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.
- NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her 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 (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.
- NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.
- NO. 36: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.
- **NO. 44:** All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

ADAIR COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

- NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.
- NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.
- NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.
- NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.
- NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.
- **NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.
- NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on the following Monday.
- NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.
- NO. 75: Means that on all work performed on Sundays and the following legal holiday or days that may be celebrated as such, shall be paid at double (2) the hourly rate: New Year's Day, Memorial Day, and Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Saturday holidays will be celebrated on Saturday. Sunday holidays will be celebrated on Monday following the holiday. Work performed on any of these Mondays will be paid at double (2) the rate of pay. The Friday following Thanksgiving will be worked at the Employer's option. If worked, it will be at the regular hourly rate of pay.

		Basic	Over-	<u> </u>	
OCCUPATIONAL TITLE	* Date of	Hourly	Time	Holiday	Total Fringe Benefits
	Increase	Rates	Schedule	Schedule	
Carpenter	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$43,50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9,98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					· · · · · · · · · · · · · · · · · · ·
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer				Ì	
Group I	6/17	\$28,14	21	5	\$25,89
Group II	6/17	\$27,79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$25.685	26	25	\$9.045
Truck Driver-Teamster					···
Group I	6/17	\$29.14	25	21	\$12.85
Group II	6/17	\$29.30	25	21	\$12.85
Group III	6/17	\$29.29	25	21	\$12.85
Group IV	6/17	\$29.41	25	21	\$12.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3,040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2),

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

REPLACEMENT PAGE ADAIR COUNTY OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather. Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

REPLACEMENT PAGE ADAIR COUNTY OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day, All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (11/2) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather. requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (11/2) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16,25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

ADAIR COUNTY HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

- NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.
- NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.
- **NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.
- NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.
- NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.
- NO. 25: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.
- NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.