



Clinton County Health Department

106 Bush St. Plattsburg, MO 64477

(816) 539-2144

clintoncountyhealthdepartment.com

The Clinton County Health Department is soliciting bids from qualified contractors for the shingle removal and re-roofing at the Health Department Office, 106 Bush St. Plattsburg, MO 64477.

Sealed bids will be accepted until July 9, 2014, 4:30PM when they will be opened and read aloud at the Health Department Office. Bids should be submitted to:

Blair Shock, Administrator
Clinton County Health Department
106 Bush St.
Plattsburg, MO 64477

Bids may be delivered in person, by carrier, or by mail. It is the sole responsibility of the vendor to see that his/her bid is received in proper time. No late bids will be considered. Bids must be submitted in a sealed envelope clearly marked "Re-Roofing Bid."

The Health Department reserves the right to accept or reject any proposals as deemed in the best interest of the Clinton County Health Department

I. Instructions to Bidders

Please Read All Instructions Carefully

1. Bids submitted in accordance with the specifications contained herein will be received by the Clinton County Health Department by 4:30PM, on July 9, 2014 . All sealed bids should be delivered to the Clinton County Health Department Administrator at 106 Bush St. Plattsburg, MO 64477.
2. The Department reserves the right to reject any and all bids, to waive any technicalities, and to select the bid deemed by the Board of Trustees to be in the best interest of the department.
3. Please complete bid proposal in full. Bid proposal forms, Non-Collusion Affidavit, Affidavit of Compliance with Section 285.500 RSMo, Et. Seq. must be completed and signed, and notarized as appropriate. Failure to complete the bid forms is cause for rejection of bids.
4. Contractors should contact Blair Shock, Administrator at (816)539-2144 for a site visit prior to submitting the bid.
5. Estimated amount of time for completion must be included in bid proposal.
6. The Clinton County Health Department is exempt from sales tax. Exemption certificates will be furnished upon request. Any and all discounts for which the Department qualifies should be applied, and included with the bid.
7. All specifications listed are intended to be preferred function and performance specifications. Where deviations are necessary, bidder must specify such deviation in the "Bid Response Form," stating why the supplies he/she proposes will render equivalent reliability or performance. Failure to detail all such deviations will provide a basis for rejection of the entire proposal. The Clinton County Health Department has a preference for materials made in the USA.
8. Questions regarding the formalities of this bid request should be directed to Blair Shock, Administrator (816) 539-2144.
9. No fax, e-mail, or verbal bids will be accepted. Contractors are responsible for the timely delivery of bid packages to the Clinton County Health Department. A postage meter mark is not sufficient evidence of mailing any bid package.

II. Terms and Conditions

1. The proposed materials must be new. Substitutions must be approved before ordering.
2. Prices quoted are to be firm and final; and prices shall be stated in full. The Clinton County Health Department is a tax exempt political subdivision. Bids shall not include sales taxes. The Contractor shall cooperate with the Department, and the Department may Direct Purchase materials.
3. Payment will be made through normal invoice procedures. Before this payment is made, the Contractor will furnish the department with a complete itemized bill, the appropriate lien waivers, an affidavit of compliance with State prevailing wage rates, and a certified copy of the payroll for this project.
4. Warranty information must be provided, and include warranties for material and workmanship
5. The Contractor shall comply with all the provisions of Missouri statutes, and is bound to comply with section 292.675 RSMo regarding the completion of Occupational Safety and Health Administration construction safety program and any amendments thereto.
6. Prevailing wages paid to all workers shall comply with the wage rates established by the Missouri Division of Labor Standards. The Contractor shall comply with, and is bound by, the provisions of Missouri statutes pertaining to the payment of wages on public works projects contained in sections 290.210 through 290.340, section 290.550, section 285.530 RSMo, and any amendments thereto.
7. The Clinton County Health Department is accordance with Title VI of the Civil Rights Act of 1964, 78, Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, CFR, hereby notifies bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, sex, sexual orientation, or national origin in consideration of an award.
8. Each bid shall be submitted on the attached "Bid Response Form," "Affidavit of Compliance with Section 285.00 RSMo, Et Seq.," and "Non-Collusion Affidavit of Prime Bidder" which shall be signed with the full name of the company submitting the proposal. the proposal shall be signed by an authorized agent or officer of the company, stating his/her title, along with the complete mailing address and telephone number stated. Affidavit of Compliance with Section 285.500 RSMo, Et. Seq. and Non-Collusion Affidavit or prime Bidder must be signed and notarized.
9. All conditions and specifications are incorporated by reference in any purchase order issued or contract signed.

III. General Provisions of the Specifications

I. Changes and Extras

The Department may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes will

II. Indemnification, Insurance, and Bonds

The Contractor agrees that it shall and will indemnify, hold harmless and defend the Department, his agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees) which they or any one or more of them incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whomsoever (including the officers, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractor, their respective agents, servants or employees under or pursuant to this contract.

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and minimum amounts stated below:

1. Workmen's Compensation Insurance in full compliance with the Workmen's Compensation and Occupational Disease laws of the State of Missouri.
2. Comprehensive General Liability:
 - a. Bodily injury, including death: \$1,000,000 per person, \$1,000,000 per occurrence
 - b. Property Damage: \$1,000,000 per occurrence, \$1,000,000 aggregate
3. Comprehensive Automotive Liability:
 - a. Combined, single limit for bodily injury and property damage: \$1,000,000 per occurrence

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage.

Said insurance shall be written by a company licensed to do business in the State of Missouri and satisfactory to the Department. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the Department.

Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the Department, and likewise said subcontractor shall pay wages specified by the Missouri Division of Labor Standards.

The Contractor shall, at a minimum, pay wages and benefits in accordance with annual wage order identified. A copy of the wage order must be posted on site in a location available to employees engaged in work on the site. The Contractor, and each subcontractor, shall submit certified copies of their current payroll in conjunction with submittal of payment requests setting forth the names and addresses of each worker,; the class or type of work; rate of pay; daily and weekly hours; deductions made; and actual wages paid for each class and type of work performed by each worker on this project. The Contractor, and any subcontractors, shall be subject to a penalty of One Hundred Dollars (\$100.00) per day for each worker employed by them on the job who is paid less than the prevailing wage provided in the wage order.

III. Contractor's Responsibility

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the Owner or relieving the Contractor from his liability as an independent contractor and, as such, he shall be solely responsible for the method, manner and means by which he shall perform his work, including, but not limited to supervision and control of his own personnel and scheduling of the work required to insure its proper and timely performance and he shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor and subcontractors. It is agreed to by the Contractor that it will comply with all the terms and conditions, and requirements of the Americans with Disabilities Act (ADA), including not only in hiring practices but its employment practices and all the requisite accommodations necessary there under to comply with the ADA, as amended or as may be amended.

IV. Prosecution of Work

The Contractor shall be responsible for all work under this contract whether performed by the Contractor or a subcontractor. The Contractor shall provide the name of a competent and

reliable superintendent who at all times shall have the full authority to act on behalf of the Contractor.

Nothing herein shall be construed as placing the work under the specific direction or control of the Department or relieve the Contractor from his responsibility or liability under this contract. The Contractor shall be solely responsible for the method, manner and means by which he or his subcontractors perform their work including, but not limited to, the supervision and control of personnel, scheduling of the work and in exercising due care to prevent bodily injury to employee or the general public and damage to property in prosecution of this work.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Department Administrator.

Performance of the Work hereunder may be terminated by the Department by giving three (3) days prior written notice to the Contractor if the Department, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration pursuant to the Construction Industry Arbitration Rules.

V. Payment

The Contractor shall be entitled to one final payment only. Before this payment is made, the Contractor shall furnish to the Department a complete itemized bill, the appropriate lien waivers, and an affidavit of compliance with State prevailing wages rates and a certified copy of the payroll for this project. The Department will make payment within thirty (30) days after the completion of the work and acceptance of the work. All work shall be inspected by the Building Maintenance Supervisors prior to submittal of a bill for payment. All deficiencies shall be corrected before payment is made.

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance.

BID RESPONSE FORM

**CLINTON COUNTY HEALTH DEPARTMENT
HEADQUARTERS RE-ROOFING**

Name of Contractor _____

Provide labor and materials to complete the CCHD Re-Roof in accordance with the project manual - Total Cost	\$
Unit Price for removal and replacement of water damaged 4x8 OSB panels	\$

The measurements given are estimates. Contractor is responsible for verifying all measurements before bidding this project.

Estimated construction time frame from contract award: _____

I, (print name) _____, authorized representative of (print company name) _____ have read and understand the terms and conditions of this Re-Roofing Bid. I agree to all stated conditions. Materials quoted which do not meet the preferred specifications are described in separate sheets attached to this response form.

Signature of Representative and Title Date

Address City Zip

Phone Email

SPECIFICATIONS

GENERAL

The Clinton County Health Department will award a single prime contract for the tear-off and re-roofing of the Health Department Headquarters in Plattsburg, Missouri.

Included is the complete removal of existing asphalt shingles, underlayment, and associated fasteners, as well as all existing flashings and drip edges.

Existing roof sheathing will be inspected, and any sheathing with swelling, rot, or delamination will be replaced in 4x8 foot sections per unit price bid.

New flashings and drip edging will be applied, as well as underlayment and new composite shingles as detailed below.

PRODUCTS

Rough Carpentry

Roof Sheathing, for replacement of damaged sheathing: Oriented Strand Board wood structural panel ½ inch, exterior grade, installed with clips

Fasteners: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations.

Die-Stamped Connectors: Hot-dipped galvanized steel, match existing clips.

Glue: Waterproof, water base, air cure type, cartridge dispensed.

Asphalt Shingles

Manufacturers: Tamko

Product: Heritage Premium

Color: To be determined by Department Administrator

Warranty: 20 Year Non-Prorated Materials and Workmanship, 50 year prorated materials

Equivalent products in appearance, performance, and warranty by the following manufacturers will be acceptable:

Certainteed
GAF

Sheet Materials

Self-Adhesive Membrane: Tamko TW Underlayment, GAF Weather Watch XT Eaves and Valleys)

Underlayment: Tamko Tam-Shield, GAF Deck Armor

Fasteners: Plastic-capped hot-dip galvanized nails.

Accessories

Nails (Shingles) - Annular ribbed round wire shingle type, hot-dipped zinc coated steel, 12 gauge $\frac{3}{8}$ inch head diameter 1 $\frac{1}{2}$ inch .

Plastic Cement: ASTM D4586, asphalt roof cement

Ridge Vents: Plastic, continuous formed with vent openings that do not permit direct water or weather entry, flanged to receive shingles: Tamko Roll-Vent,

Flashings: 24 gauge galvanized pre-finished steel with fluoropolymer coating color matched to selected shingle color. Flashings will be provided to replace all existing flashings, in kind, adjacent to and part of the shingle roof system, including plumbing jacks. Valley flashings shall be continuous "w" type.

Drip Edge - 1.5 inch pre-finished galvanized steel "EE" type

Bituminous Paint: Acid an alkali resistant type; black color.

EXECUTION

Tear-Off

1. Remove all existing shingles, fasteners, underlayment, and flashings to bare sheathing.
2. All materials are to be removed from the job site. Disposal shall be compliant with State and Federal laws. Contractor will be responsible for ensuring thorough and complete removal of all debris from Department property.

Preparation

1. Sheathing will be inspected for signs of water infiltration, damage, and rot. Damaged sheathing will be removed and replaced as a unit, per the unit price as per bid.
2. Roof deck joints wider than 1/16 inch will be sealed with deck tape
3. Broom clean deck surfaces before installing underlayment or protection membrane.
4. Install eave edge (drip edge) flashing tight with fascia boards. Weather lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 18 inches on center.

Underlayment

1. Install eave protection membrane from eave edge to minimum 24 inches beyond interior face of exterior wall. Endlap shall be a minimum of 6 inches. Sidelap shall be a minimum of 3 inches.
2. Install protection membrane in valleys, minimum of 36 inches wide. Weather lap joints minimum of 3 inches.
3. Install synthetic underlayment perpendicular to slope of roof, with ends and edges weather lapped minimum of 4 inches. Stagger end laps of each consecutive layer. Nail in place with plastic capped nails. Weather lap minimum of 4 inches over eave membrane.

Flashings and Accessories

1. Install flashings in accordance with NRCA guidelines.
2. Weather lap joints minimum of 2 inches and seal weather tight with plastic cement.
3. Secure in place with nails at 12 inches on center. Conceal fastenings.
4. Flash and seal weather-tight all items projecting through roof.
5. Install ridge vent per manufacturer's instructions utilizing nails provided with vent or equivalent.

Shingles

1. Install shingles in accordance to manufacturer's instructions for "high wind" installation.
 - a. Fasten strip shingles using 6 annular-ribbed nails per strip.
2. Utilize starter shingles as required by manufacturer on all eaves and rakes
3. Cut shingles to form open valley of appropriate width in valleys. Care is to be taken not to damage flashing finish.
4. Install ridge shingles of correct size on all ridges and peak per manufacturer's instruction.

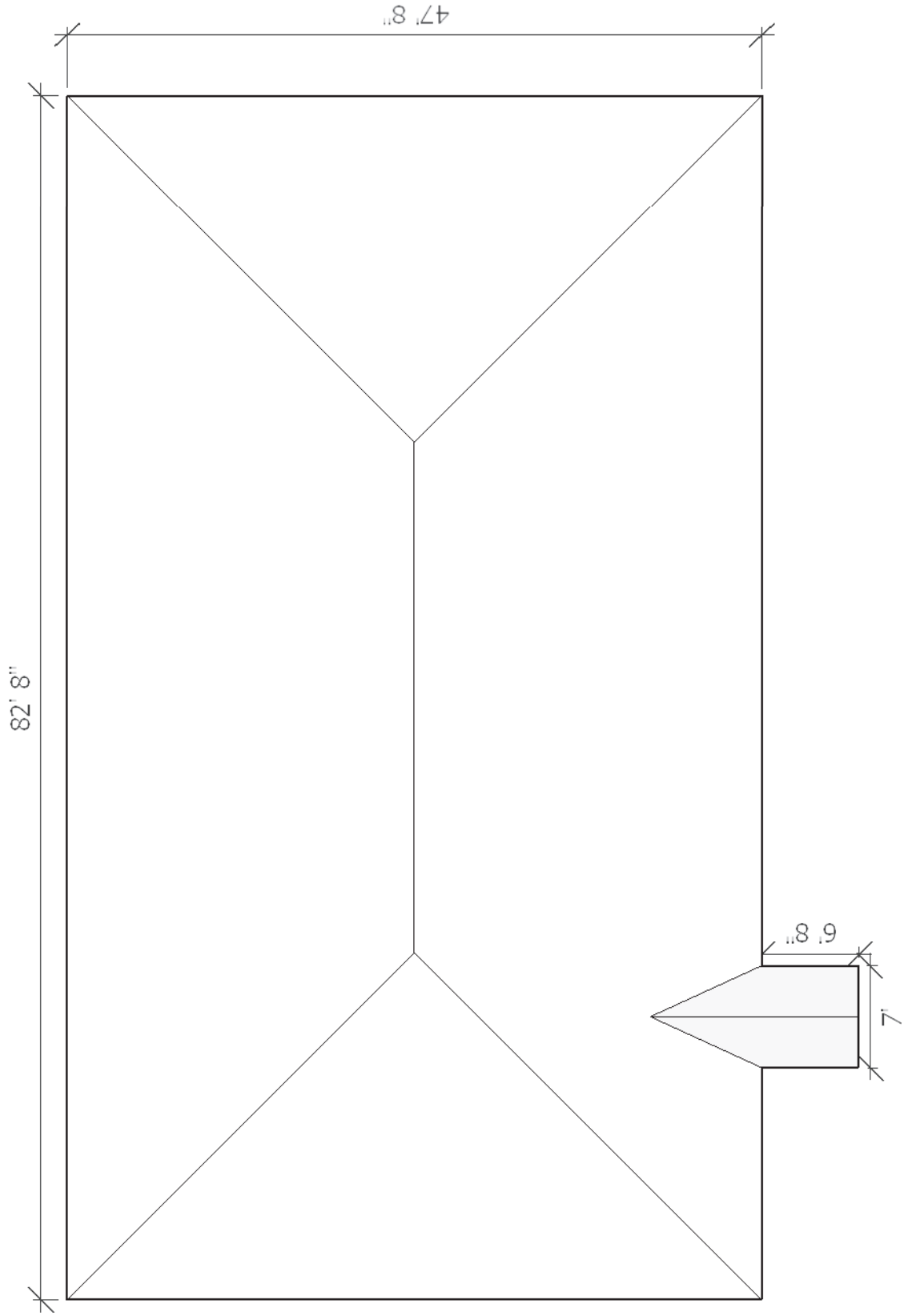
Shingle and underlayment installation is to conform to manufacturer requirements for "High Wind" warranty requirements. This is to include the use of approved starter and cap shingles.

Cleanup

1. Contractor will remove all waste material and packaging from Health Department property, and dispose of said waste in a manner compliant with State and Federal laws and regulations.
2. Any damage caused to department facilities or property will be repaired by contractor to Administrator's satisfaction.

Completion

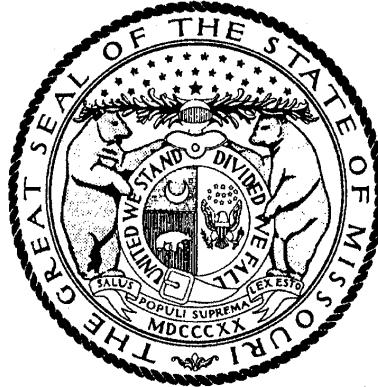
1. Upon completion of project, the Contractor will notify the department Administrator who will inspect the premises and facilities. The Contractor will provide the Department with all warranty documentation, instructions, etc.
2. Contractor will supply the Department with all documents as specified in the terms and conditions contained herein.
3. The Department will provide payment within 30 days of completion all project, with satisfactory approval of Department Administrator, and upon receipt of all documentation as set forth in the terms and conditions incorporated herein, and as required by the laws of the State of Missouri.



Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 025

CLINTON 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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$35.04	52	53	\$23.38
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason			\$31.74	54	1	\$16.06
Carpenter			\$30.18	8	1	\$14.55
Cement Mason			\$31.08	65	4	\$16.70
Communication Technician			\$31.00	70	21	\$13.10
Electrician (Inside Wireman)			\$31.00	70	21	\$13.10
Electrician (Outside-Line Construction/Lineman)			\$38.60	125	65	\$5.00 + 34.5%
Lineman Operator			\$36.54	125	65	\$5.00 + 34.5%
Groundman			\$24.95	125	65	\$5.00 + 34.5%
Elevator Constructor		a	\$42.340	26	54	\$26.705
Glazier			\$27.12	88	32	\$14.66
Ironworker			\$26.90	50	4	\$26.40
Laborer (Building):						
General			\$23.91	115	1	\$11.70
First Semi-Skilled			\$24.11	115	1	\$11.70
Second Semi-Skilled			\$27.00	30	4	\$14.35
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$33.82	46	67	\$14.55
Marble Mason			\$33.10	25	4	\$14.60
Marble Finisher			\$23.32	25	4	\$9.15
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I			\$36.65	85	4	\$14.71
Group II			\$35.84	85	4	\$14.71
Group III			\$30.29	85	4	\$14.71
Group III-A			\$34.50	85	4	\$14.71
Group IV						
Group V			\$31.89	85	4	\$14.71
Painter			\$28.58	37	4	\$15.02
Pile Driver			USE CARPENTER RATE			
Pipe Fitter			\$40.58	2	33	\$19.07
Plasterer			\$30.35	68	4	\$14.35
Plumber			\$34.36	45	33	\$20.41
Roofer \ Waterproofer			\$27.20	96	4	\$13.71
Sheet Metal Worker			\$35.63	17	22	\$17.73
Sprinkler Fitter - Fire Protection			\$33.68	14	4	\$18.47
Terrazzo Worker			\$33.10	25	4	\$14.60
Terrazzo Finisher			\$23.32	25	4	\$9.15
Tile Setter			\$33.10	25	4	\$14.60
Tile Finisher			\$23.32	25	4	\$9.15
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I			\$20.03	99	59	\$4.25
Group II						
Group III			\$20.08	99	59	\$4.25
Group IV						

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* 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 over 5 years - 8%; Employees under 5 years - 6%

CLINTON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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 the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. 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. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 8: Means eight (8) hours shall constitute the regular workday from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour lunch break between 11:00 a.m. and 1:00 p.m. If an employee does not receive a lunch break between 11:00 a.m. and 1:00 p.m., the employee will be paid one-half (1/2) hour at the overtime rate. The starting time may be advanced or delayed by two (2) hours on either side of 8:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. All work between 4:30 p.m. Saturday and 8:00 a.m. Monday and recognized holidays shall be paid for at double (2) time. All other overtime shall be at time and one-half (1½).

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

NO. 16: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days of labor, beginning with Monday and ending with Friday of each week. Start time may be varied by two (2) hours. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1½) times the regular rate. Two (2) times the regular rate shall be paid for all hours over twelve (12) consecutive hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour days, overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other hours worked over twelve (12) in one day will be paid at the double (2) time rate of pay. All work performed on Saturday for the first eight (8) hours will be paid at one and one-half (1½) times the regular rate. Two (2) times the regular rate shall be paid for all hours over eight (8) consecutive hours. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

CLINTON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. 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 (2) the regular hourly rate.

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. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

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.

CLINTON COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

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.

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NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

NO. 54: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather. When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time.

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 \$25.65 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 \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 70: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week. The Employer may, at his discretion, vary the starting time by up to one (1) hour, either prior to or after the normal starting time. The Employer may work four (4) ten (10) hour days, either Monday through Thursday or Tuesday through Friday. Overtime will be paid for work outside of the established starting and quitting times. All overtime work between eight (8) hours and ten (10) hours on regular scheduled working days and the first ten (10) hours on Saturday, beginning at the regular starting time, will be paid at time and one-half (1½). All other overtime, on Saturday, Sunday and recognized holidays shall be paid for at double (2) the straight time rate of pay. If any of the recognized holidays fall on Friday, Saturday, Sunday or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

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NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. 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 (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 96: A regular workday shall consist of eight (8) working hours. Any work performed over these eight (8) hours per day shall be paid at one and one-half (1½) time the straight time rate. A regular workday may be extended to ten (10) working hours. Any work performed over these ten (10) hours per day shall be paid at one and one-half (1½) times the straight time rate. The regular work week shall begin on Monday and shall continue through Friday. Saturday shall be considered as overtime, and shall be paid for at time and one-half; Sunday and Holidays shall be paid for at double (2) time.

NO. 99: Means the regular eight (8) hour work day shall be from 8:00 a.m. to 5:00 p.m., unless one-half (½) hour is taken for lunch, and in such case, the hours of work shall be from 8:00 a.m. to 4:30 p.m. The regular work days each week shall be from Monday through Friday. Time and one-half (1½) shall be paid for all work in excess of the regular eight (8) hour work day and regular forty (40) hour work week. Double (2) time shall be paid for all work performed on Sunday and recognized holidays.

NO. 107: Means the regular work day shall be eight (8) hours from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour lunch Monday through Friday. Starting time may be adjusted by half-hour increments. Employees shall receive time and one-half (1½) for the first two (2) hours of overtime if they immediately follow or precede the normal work day, Monday through Friday, and the first ten (10) hours on Saturday. An Employee receiving the double (2) time rate of pay shall continue to do so for all consecutively worked hours on that specific job, even if these hours overlap into the following work day. All other overtime is double (2) time, including holidays and Sundays.

NO. 115: Means eight (8) hours shall constitute a normal day's work as follows: 7:00 – 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 – 4:30 p.m. Monday through Friday. The lunch break may be of sixty (60) minutes duration and quitting time delayed accordingly. Employees working before or after these specified hours shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and Holiday work shall be double (2) time. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay. During periods of intemperate summer weather, the working day may begin at 6:00 a.m. and straight time shall be paid for eight (8) hours of work.

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BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**CLINTON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 1: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday 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 holiday.

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. 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. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

**CLINTON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 34: All work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. The recognized holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The day separating one of the above holidays from the weekend, if worked, shall be paid double (2) time. Any holiday falling on Sunday, will be observed on the following Monday, and be paid accordingly. Any holiday falling on Saturday will be observed on the preceding Friday, and be paid accordingly. When one of the above holidays falls on Tuesday, the preceding Monday will be observed as a non-working holiday. When one of the above holidays falls on Thursday, such as Thanksgiving, the following Friday will be observed as a non-working holiday. When a holiday falls on Monday, Tuesday will be observed as a non-working holiday, and when a holiday falls on a Friday, then Thursday will be observed as a non-working holiday. No work will be allowed on Labor Day, except in case of an emergency.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

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 59: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day or any days celebrated in lieu thereof when such holidays fall on Sunday, shall be paid at the double (2) time rate of pay.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.22	7	16	\$14.25
Electrician (Outside-Line Construction\Lineman)		\$38.60	18	24	\$5.00 + 34.5%
Lineman Operator		\$36.54	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$6.01 + 23.5%
Groundman		\$24.95	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Laborer					
General Laborer		\$24.42	4	18	\$11.71
Skilled Laborer		\$29.07	2	2	\$13.45
Millwright		\$29.22	7	16	\$14.25
Operating Engineer					
Group I		\$31.49	5	15	\$14.71
Group II		\$31.09	5	15	\$14.71
Group III		\$31.09	5	15	\$14.71
Group IV		\$29.09	5	15	\$14.71
Oiler-Driver		\$29.09	5	15	\$14.71
Pile Driver		\$29.22	7	16	\$14.25
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I		\$27.22	12	3	\$10.90
Group II		\$27.38	12	3	\$10.90
Group III		\$27.37	12	3	\$10.90
Group IV		\$27.49	12	3	\$10.90

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.

CLINTON 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. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. 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 to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days 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). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

CLINTON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 (1½) times the regular hourly rate. The regular work day 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). Make-up days shall not be utilized for days lost due to holidays. 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 (1½) 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.

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO. 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: 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. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**CLINTON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 3: 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 to 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 time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, 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. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or 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. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. 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 a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**CLINTON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.