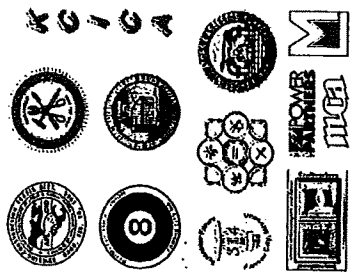




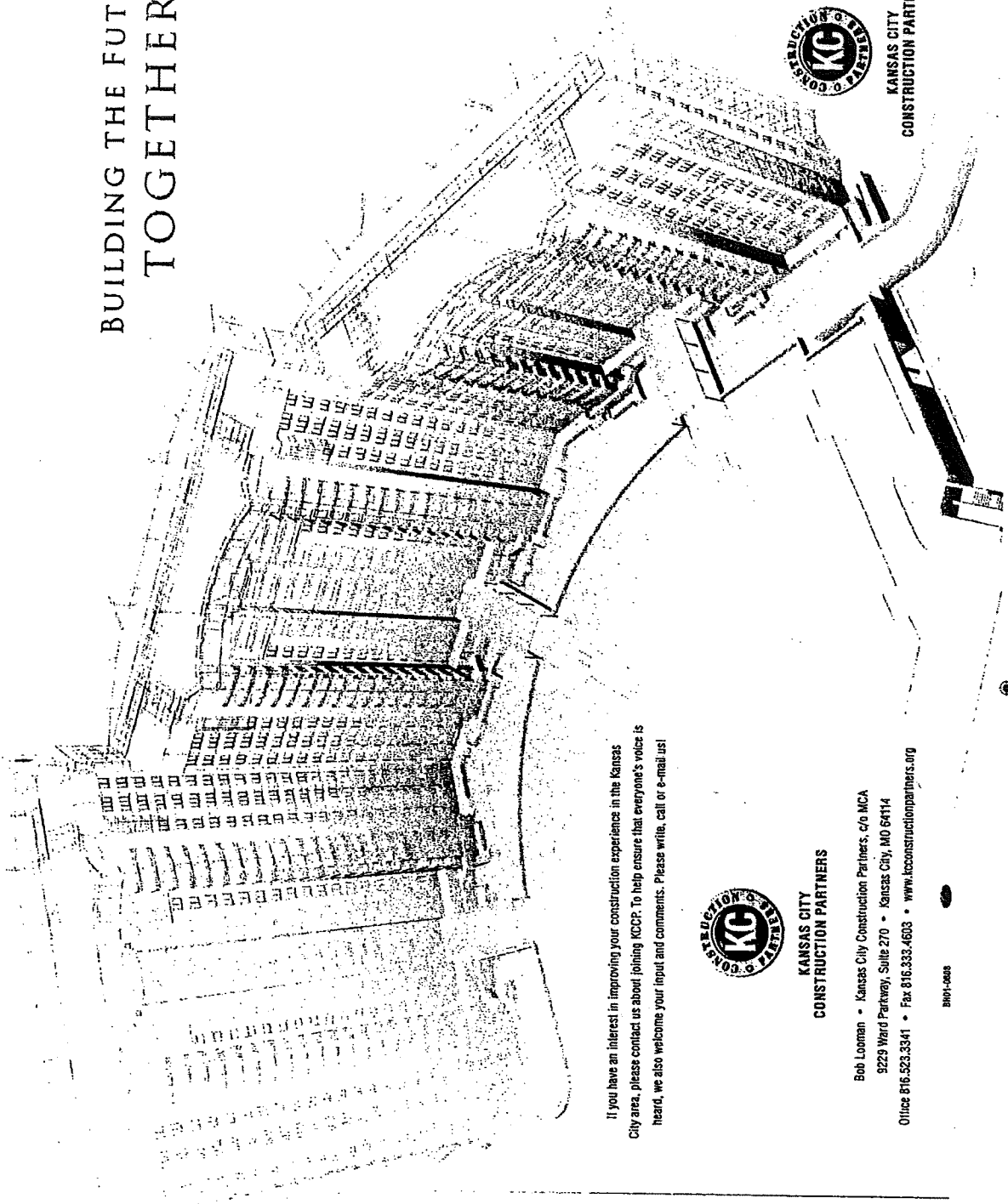
WHO WE ARE

A non-governmental, voluntary partnership representing all aspects of the Kansas City area's construction industry. KCCP is a 501(c)(6) not-for-profit organization. Growing rapidly, KCCP currently includes representatives from:

- Associated Rooter Contractors of Kansas City
- Bricklayers & Allied Craftworkers Local 15
- National Electrical Contractors Association (NECA)
- International Brotherhood of Electrical Workers (IBEW)
- Labor Management Cooperation Committee (LMCC)
- Mechanical Contractors Association (MCA)
- Pipe Fitters Local 533
- Plumbers Local 8
- Roofers Local 20
- Sheet Metal Workers Local 2
- Sprinkler Fitters Local 314



BUILDING THE FUTURE TOGETHER



If you have an interest in improving your construction experience in the Kansas City area, please contact us about joining KCCP. To help ensure that everyone's voice is heard, we also welcome your input and comments. Please write, call or e-mail us!



KANSAS CITY CONSTRUCTION PARTNERS

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9229 Ward Parkway, Suite 270 • Kansas City, MO 64114
Office 816.523.3341 • Fax 816.333.4603 • www.kcconstructionpartners.org

8101-0608



KANSAS CITY CONSTRUCTION PARTNERS



A MODEL OF COOPERATION

Imagine your next construction project runs smoothly from start to finish. Workers exhibit professional conduct on the jobsite, safety is their priority, and testing is in place to ensure a drug free workforce. There are no work stoppages, management and labor cooperate to resolve jurisdictional issues, and people communicate throughout the process.

This is the way a Kansas City Construction Partners project runs.

An innovative new organization that brings together the progressive elements of the construction industry in a cooperative environment — craft unions, builders, developers, building owners and even governmental agencies — Kansas City Construction Partners (KCCP) was formed to benefit the entire market and open up new business opportunities.

More than just a new idea in construction and building development, KCCP brings the industry together with a common purpose: to work cooperatively in building a brighter future for everyone.

BLUEPRINT FOR SUCCESS

This innovative approach starts with a simple premise: By agreeing to certain guidelines in advance, projects can be completed more safely, with less conflict and fewer delays, to create a "win-win" situation for everyone.

KCCP then implements what we call the "Five Pillars", a set of principles that, when adopted jointly by labor and management, streamlines the construction process and creates a better working environment. Addressing jurisdictional matters, work disruptions, jobsite conduct, safety and substance abuse, these principles lead to new levels of success.

KCCP'S FIVE PILLARS

1. Code of Conduct

Our workforce code of conduct ensures that labor and management will do their parts to ensure an exceptional construction experience.

2. Prioritizing Safety

The KCCP safety program provides for a higher level of training and safety awareness for all workers, including supervisors and journeymen.

3. Substance-Abuse Prevention

Our standardized substance-abuse program meets or exceeds all national standards for helping avoid and eliminate drug and alcohol abuse.

4. Eliminate Work Disruption

KCCP offers a "No Work-Disruption Warranty" effectively ensuring there will be no work stoppages or disruptive activity that may impact construction schedules.

5. Jurisdictional Conflict Resolution

Our jurisdictional resolution plan helps eliminate delays and ensures a smooth-running work site.

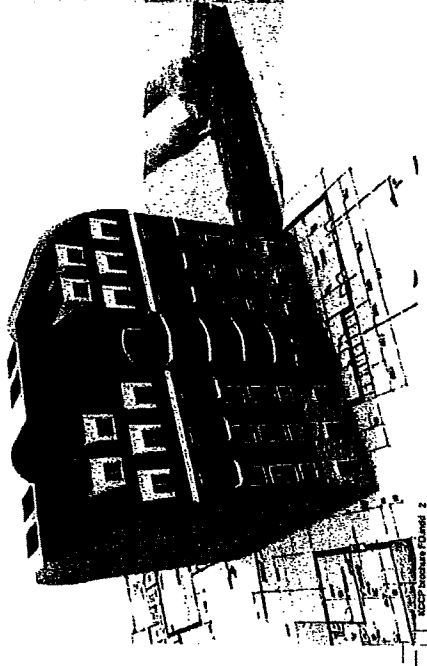
A POSITIVE RETURN ON INVESTMENT

Founded with the objective of improving the building process for everyone, KCCP's unique ability to combine on-the-job expertise with a market-driven outlook makes the customer the focus of every project.

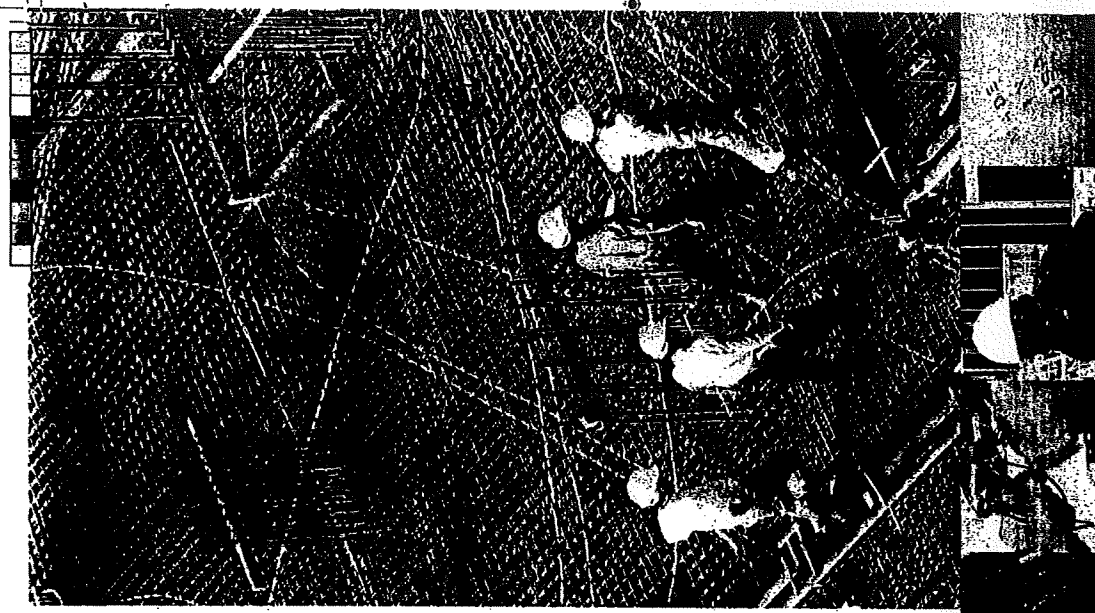
And by focusing on the customer's needs — through involving all interested parties, and providing the necessary resources and communications — we create an environment of shared accountability. We ensure that each project is handled without conflict. And we offer developers an unprecedented return on their investment, saving them time and money, and making each construction project a positive experience for all participants.



KANSAS CITY
CONSTRUCTION PARTNERS



BUILDING THE FUTURE TOGETHER



Kansas City Construction Partners



Code of Conduct

Introduction

The purpose of the Kansas City Construction Partners (KCCP) Code of Conduct is to ensure the building owner/developer receives an exceptional construction experience.

This is a true labor/management commitment. To be successful the Code of Conduct must have the full support of the workforce and the contractor. The KCCP Code of Conduct outlines the responsibility of both its workforce and contractors.

Preference will be given to local contractors and local labor.

Workforce Responsibilities	Contractor Responsibilities
<ul style="list-style-type: none">• Provide a safe and drug free workforce• Respect the owner's jobsite and property• Honor start/stop and designated break times• Fit for duty in appropriate work attire• Respect for all crafts on the job	<ul style="list-style-type: none">• Provide a safe work environment• Effective supervision• Accurate and adequate job layout• Provide a dynamic work plan, effective materials management and appropriate tools• Safe, effective tools to perform the job• Provide adequate benefits and training

Fostering open, honest and timely communication is the foundation of construction excellence. When communication is coupled with a safe, trained and motivated workforce supported by contractors that supervise and manage the projects and workforce effectively, you have the primary tenant of the KCCP.

Responsibilities under the Code

Both the union and contractor have responsibilities under the Code. For the Code to be mutually beneficial, both parties must take their respective duties seriously, and communicate with the other party constructively and on a consistent basis.

Local Union Responsibilities

Business Managers, with the full support of their officers, must carefully interview, screen, appoint, extensively train, and assign a Union Steward to as many projects as reasonably practical.

Business Managers and Stewards are responsible for communicating the *KCCP Code of Conduct* to all craft workers, and encouraging they are fully compliant.

To achieve the goals of the Code, the Business Managers and Stewards shall encourage that:

- Craft workers shall apply their knowledge, skills, and experience diligently on the job.
- Craft workers shall make every effort to upgrade their skills on a regular basis.
- Craft workers, especially those with extensive experience in the trade, shall convey their knowledge and skills to their colleagues to strengthen the overall value of workmanship as well as encourage teamwork.
- Craft workers meet their responsibility to their fellow workmates and contractors by arriving on time fit for work.
- Craft workers shall not abuse the recognized start times, end of work times, break times and lunch periods.
- Craft workers bring the necessary tools and personal protective equipment supplied by the contractor and ensure they are in proper working order prior to commencing work.
- Craft workers abide by the zero tolerance policy for substance abuse.
- Craft workers perform consistently productive work, keep idle time to a minimum, and make every effort to eliminate unnecessary disruptions on the job.
- Craft workers respect the property of the customer, and are fully aware that graffiti and other forms of destruction are not tolerated.
- Craft workers respect their union, their contractors, and their clients by not wearing clothing or buttons with offensive words or symbols.

The Stewards, in cooperation with jobsite supervision, will approach craft workers who demonstrate bad work habits, advise them of their responsibilities as union craft workers, and provide guidance and direction.

In addition, the Business Managers and Stewards shall encourage that:

- Slowdowns and other methods utilized to extend jobs or give rise to overtime are not tolerated.
- Outside activities that cast the KCCP in a negative light are not tolerated.
- Inappropriate behavior, harassment, or discrimination exercised towards another person, or group of craft workers or persons, are not tolerated.

- Craft workers are meeting or exceeding their contractual obligations to utilize the proper safety equipment and methods.
- Craft workers are not leaving the jobsite during their work periods without the prior notification and approval of their superiors.
- No member is soliciting funds or selling merchandise on any project or job without prior approval.
- Cell phones for personal use are not used on the project site, except during official lunch and break periods.

Contractor's Responsibilities

Signatory Contractors have a responsibility to manage their jobs as well as our craft workers who work on their jobs. This task will be made easier by adhering to their responsibilities under the Code, including:

- Providing effective supervision (superintendents, general foremen and foremen).
- Ensuring foremen, general foremen and superintendents provide adequate job layout to minimize downtime.
- Providing proper storage for tools.
- Ensuring the appropriate number of employees are on the jobsite to perform the work efficiently, economically and safely.
- Providing the necessary leadership and training skills for jobsite supervision.
- Ensuring that the proper types and quantities of tools and materials are available on the site to facilitate efficiency.
- Ensuring that jobsite supervision take responsibility for mistakes created by management and rectify them expeditiously.
- Provide a safe work environment and ensure that the proper safety training, equipment, and methods are used.
- To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:

1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.

2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.
3. An ERISA-qualified pension plan or a retirement benefit program.

Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs.

Dispute Resolution Mechanism

- Contractors of all levels will make proper jurisdictional assignments based upon historical and traditional guide lines, area practice and decisions of record.
- General Contractor will conduct pre job conferences for all sub-contractors and craft unions for the purpose of outlining work schedules, job rules, scope of work, safety issues, and other pertinent information of the project.

Kansas City Construction Partners



Substance Abuse Program

The Kansas City Construction Partners will participate and maintain a Drug and Alcohol Program that meets or exceeds a nine-panel test or better.

Goals

- Establish a standardized policy
- Establish minimum standard for our industry
- Complement existing local programs
- Meets the needs of participating users, contractors, workers and unions
- Secure, confidential, accurate, reliable and cost effective

Kansas City Construction Partners



Jurisdictional Resolution Plan

- a. The General Contractor, Construction Manager, Prime or Trade Contractor will have the right of assignment.
- b. The General Contractor, Construction Manager, Prime or Trade Contractor shall conduct a pre-job meeting.
- c. Within three business days of knowledge of assignment, or within three business days of the pre-job meeting, a union seeking to contest as improper any work assignment, shall give written notice of the dispute to the involved contractor or subcontractor, the Construction Manager, the construction trade unions and other involved union that a dispute exists. The notice shall outline the work in dispute, the craft(s) involved and the basis for the claim.

Failure of the complaining union to give notice within three business days shall preclude consideration of the claim. Official notice of the complaining union of its appeal of the contested work assignment must be postmarked within the time established under this paragraph to all affected parties along with a deposit check in the amount of \$3,000.00 to the Labor-Management Council of Greater Kansas City. The contractor whose assignment is the subject of the appeal must also submit a deposit check in the amount of \$3,000.00 to the Labor-Management Council of Greater Kansas City within 48 hours of receipt of such notice. The deposit of the prevailing party will be returned upon completion of the proceeding. The deposit of the losing party will be applied to the satisfaction of costs assessed against it pursuant to section (j).

- d. Within 48 hours of the notice, an independent arbitrator shall be selected to hear the dispute from the panel of arbitrators referred to in paragraph (e) below.
- e. The independent arbitrator shall be selected from a minimum pool of 4 to 7 arbitrators who will have agreed to serve as impartial arbitrator under the Agreement. The pool will be unanimously agreed to by the construction trades, and their respective management organizations. The arbitrators shall have experience in disputes within the building and

construction trades. Once selected to serve as arbitrator, the Arbitrators shall be selected on a rotating basis.

- f. The Arbitrator shall set a hearing to be held within 48 hours of notice he/she has been selected. During the hearing, the parties shall be entitled to introduce any evidence they deem appropriate.
- g. Within 48 hours of the notice of dispute, the Business Manager or his designated representative of each labor organization shall meet and discuss the dispute and attempt to resolve it. If a representative or agent for the contractor or labor organization is not present, their dispute towards the work assignment is forfeited.
- h. The Arbitrator's responsibility is to determine if the assignment was made properly based on the criteria defined in article (i).
- i. The arbitrator shall render a decision within 24 hours upon completion of the hearing. The following criteria are provided for the arbitrator's guidance. The arbitrator shall weigh those criteria in no particular order for resolution before rendering a decision.
 - area practice in the industry within the geographical area of the Greater Kansas City Building and Construction Trades Council;
 - relative skill and training;
 - employer past practice and collective bargaining agreements in effect between the parties as modified to include the jurisdictional dispute resolution agreement;
 - relevant decisions of record; and
 - inter-craft jurisdictional agreements (agreements between the local unions involved or their respective international unions).
- j. The decision of the arbitrator shall be final and binding on all parties for the job in question only. All parties signatory to this Agreement agreed to be bound by this Agreement and shall continue to work, shall not engage in picketing, slowdowns, or withhold services of employees or members. The cost of arbitration shall be borne by the unsuccessful party (i.e., if the assignment is ruled to have been incorrect, the contractor pays the costs; while if the assignment is upheld, the union shall pay the costs).
- k. The parties agree that the computation of damages should anyone (general contractor, sub-contractor, or union) violate this agreement, is difficult to determine, therefore the parties agree that any party who engages in picketing or who withholds the services of employees and members or who fails to comply with the decision of the arbitrator shall have liquidated damages as outlined in the No Work Disruption Warranty.

This agreement shall take precedence over the terms and conditions pertaining to jurisdictional disputes of any collective bargaining agreement to which any of the Parties is signatory covering work at the Project.

Kansas City Construction Partners



NO WORK DISRUPTION WARRANTY

The Member Unions of the Kansas City Construction Partners (KCCP) provide the following warranty to any owner/contractor that designates a project as a KCCP project.

1. For the duration of the KCCP project, the KCCP Unions warrant that there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, interference with the work or other disruptive activity for any reason by the KCCP Unions or by any employee.

2. The KCCP Unions shall not authorize, ratify or condone any work stoppage, strike, picketing or other disruptive activity at the Owner's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this warranty. Any employee who participates in or encourages any activity which interfere with the normal operation of a KCCP project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same KCCP project for a period of not less than ninety (90) days.

3. The KCCP Unions shall not be liable for acts of employees for which they have no responsibility. The principal officer or officers of a KCCP Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any activity which interferes with normal operation of the project. A KCCP Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of an owner/contractor to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

4. (a) The KCCP Unions warrant that if any union or any other persons, whether a part of KCCP or otherwise, engage in any picketing or work stoppage, the KCCP Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

(b) In the event of any work stoppage, strike, sympathy strike picketing, interference with the work or other disruptive activity by a KCCP Union or KCCP Union in violation of this warranty, the owner/contractor may suspend all or any portion of the project work affected by such activity at the owner/contractor's discretion and without penalty.

5. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work or other disruptive activity affecting the project site for the duration of the

KCCP project. Any KCCP Union which initiates or participates in a work stoppage in violation of this warranty, or which recognizes or supports the work stoppage of another union which is in violation of this warranty, agrees as a remedy for said violation, to pay liquidated damages in accordance with the following:

(a) In lieu of, or in addition to, any other action at law or equity, any contractor/owner may institute the following procedure when a breach of this warranty is alleged, after the KCCP Union(s) have been notified of the fact.

(b) The owner/contractor invoking this procedure shall notify _____, the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint an alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by electronic means or any other effective written means, to the involved KCCP International Union President(s) and KCCP Local Union(s).

(c) Upon receipt of said notice the Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(d) The Arbitrator shall notify the parties by electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

(e) The sole issue at the hearing shall be whether or not a violation of this warranty has in fact occurred. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this warranty, and such award shall be served on all parties by hand or electronic means upon issuance.

(f) Such award may be enforced by any court of competent jurisdiction upon the filing of this warranty and all other relevant documents in the following manner. Electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand, electronically or by delivery to their last known address by registered or overnight mail.

(g) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(h) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party. To ensure prompt payment, the Contractor/Owner will pay the Arbitrator directly but the responsibility to pay the fees and expenses will remain the responsibility of the applicable KCCP Local Union(s) and/or contractor, which will reimburse the prevailing party within ten days of receipt of the request for reimbursement.

(i) If the Arbitrator determines that a violation has occurred, the party or parties found to be in violation shall pay as liquidated damages \$10,000 for each shift on which the craft has not returned to work. The Arbitrator shall determine whether the specified damages shall be paid to the owner or affected contractor. The Arbitrator shall retain jurisdiction to determine compliance.

(j) Once an employer is notified by certified mail, return receipt requested, or by telegram, FAX, or other electronic means, that he is delinquent in his contributions to the fringe benefit funds, apprenticeship fund, dues check-off or any other contractually required contributions, and does not respond positively by forwarding said contributions to the appropriate place of receipt within three (3) business days, the provisions of The No Work Disruption Warranty shall not apply and the Union may legally withhold services. However, it is understood that such action, consistent with The No Work Disruption Warranty, does not allow said craft to establish any picket line.

6. In the event a KCCP Union collective bargaining agreement has expired, any retroactive wage increases will be paid to its members working on the KCCP project.

Kansas City Construction Partners



Safety Program*

- 10 hour OSHA training
- 30 hour OSHA training for top craft supervisors
- Journey person upgrade training
- Site & Project specific training
- Joint labor/management oversight of the administration and application of the program.

Site & Project Specific Training Topics

- Confined Space
- Electrical
- Ergonomics
- Excavations
- Fall Protection
- Fire Safety
- Hazard Communication
- Materials Handling
- Personal Protective Equipment
- Scaffolding
- Stairways and Ladders
- Tool Safety

*Training materials available in English and Spanish