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Title: **Associated General Contractors of Missouri, Inc. and Union of International Union of Operating Engineers (IUOE), AFL-CIO, Local 513 (2004)**

K#: **8171**

Employer Name: **Associated General Contractors of Missouri, Inc.**

Location: **East MO**

Union: **International Union of Operating Engineers (IUOE), AFL-CIO**

Local: **513**

SIC: **1600**

NAICS: **23731**

Sector: **P**

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LOCAL UNION 513
INTERNATIONAL UNION
OF OPERATING ENGINEERS

and

THE ASSOCIATED GENERAL CONTRACTORS
OF MISSOURI, INC.

MAY 1, 2004 THROUGH APRIL 30, 2009

INDEX

Article	Page
Agreement	3
I..... Jurisdiction of Agreement	3
II..... Purpose.....	3
III..... Definition and Scope.....	4
IV..... Hiring Procedure and Transfer of Employees.....	4
V..... Union Security	6
VI..... Working Conditions.....	6
VII..... Small Machines.....	8
VIII..... Oilers and Fireman	9
IX..... Asphalt Plants.....	10
X..... Repairs and Maintenance.....	10
XI..... Stewards.....	11
XII..... Working Time and Overtime	11
XIII..... Wage and Pay Day Conditions, Old Work-Old Pay Provision	13
XIV..... Fringe Benefits and Apprenticeship Local 513 - Supplemental Dues	14
XV..... Fringe Benefit Options.....	15
XVI..... Fringe Benefit-Enforcement of Article XIV - Fringe Benefit Contributions.....	15
XVII..... Grievance and Arbitration Procedure	17
XVIII..... Work Assignments and Jurisdictional Disputes	18
XIX..... Contractors and Subcontractors	18
XX..... Equal Employment Opportunity	19
XXI..... Effective Dates	19
XXII..... Miscellaneous	20
XXIII..... Classifications	20
XXIV..... Areas & Schedule of Wage Rates	23
XXV..... Pre-Bid Conference	24

AGREEMENT

This Agreement is entered into this 1st day of May, 2004 between the Associated General Contractors of Missouri, Inc., acting as negotiating agent for and on behalf of those of its members (hereinafter referred to as "Employers" or "Contractors") who accept and sign this Agreement or a facsimile thereof and Local Union No. 513, affiliated with the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the "Union".

For and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

It is understood that Local 513 Operating Engineers shall in no event be bound as principal or held liable in any manner for any breach of this contract by any of its members, other than officers, business agents, and stewards.

It is understood that the AGC shall in no event be bound as principal or held liable in any manner for breach of this contract by any of the Employers bound by this Agreement.

It is further agreed that the liabilities of the employers signing this contract shall be several, and not joint. It is further understood that the liabilities of the union signing this Agreement shall be several, and not joint.

It is agreed that the International Union of Operating Engineers shall not be liable for violations of this Agreement by its local Unions, and that the Employer signing this Agreement shall not be liable for violations by their respective representatives, unless the respective parties sought to be held liable have (a) ordered that act contended to be a violation or (b) ratified same after knowledge thereof or (c) failed to immediately correct same after notification of the alleged violation.

ARTICLE I JURISDICTION OF AGREEMENT

SECTION 1. This Agreement shall cover all work, as defined in this Agreement, throughout the Eastern half of the State of Missouri under 513 jurisdiction except in the St. Louis City, St. Louis County, Warren, Lincoln, Jefferson, St. Charles and Franklin counties. The Union agrees that any Employer who is a party to this Agreement shall have the privilege, and shall operate under the existing labor agreement, or extensions thereof, providing they accept and sign such agreement, which exists in St. Louis City, St. Louis County, Warren, Lincoln, Jefferson, St. Charles and Franklin counties, and which agreement between the Site Improvement Association of St. Louis and Local 513 of the International Union of Operating Engineers, applicable to the project and work involved.

SECTION 2. It is understood, however, that the provisions of this Article are not intended as an adoption of any illegal contractual provisions or practices existing in said areas, if any do exist. On the contrary the parties to this instrument agree that if there is any conflict between this Agreement and the agreements or other practices in said other areas relating to hire and tenure of employment or any term or condition of employment which may encourage or discourage membership in any labor organization, then, in that event, the provisions of this Agreement shall prevail.

ARTICLE II PURPOSE

SECTION 1. The purpose of this Agreement is to establish the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences without interruption by boycotts, strikes, lockouts, or other causes.

SECTION 2. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding

upon the parties to this Agreement during the term of this Agreement and any renewal thereof.

SECTION 3. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Operating Engineer equipment operators, Operating Engineer field mechanics, Operating Engineer shop mechanics, Operating Engineer mechanic trainees, Operating Engineer welders, Operating Engineer oilers, Operating Engineer greasers, Operating Engineer fireman and Operating Engineer apprentice employed by the employer within the territorial jurisdiction of the Union, covered by this agreement.

ARTICLE III DEFINITION AND SCOPE

SECTION 1. The word "work", when used in this Agreement, means all private and public construction, federal and non-federal, performed in this state, with the exception of building construction, regardless where built, for the reason that building construction is separate and distinct from all classes of work covered by this Agreement; however, the construction of all roads, streets, parking lots other than multi-story, sewer trunk lines, and main water lines on the property or site for building construction wherever located on the building site, shall be covered by this Agreement. The work covered by this Agreement shall include, but shall not be restricted to all work performed in the construction of streets and highways, airports, utilities, telephone lines, fiber-optics projects, electric lines, and all types of conduit lines, river and harbor work, dredging, flood control, levees, canals, oil, gas and gasoline pipe lines, railroad and heavy construction, all hazardous wastes and appurtenances, and pile dike and revetment work on streams in, and along the border of Missouri.

In case of any dispute as to whether or not certain work is highway or heavy construction and thus covered by this Agreement or Building Construction and, therefore, not covered by this Agreement, the parties hereto agree to submit such dispute to the grievance procedure established in this Agreement, and be mutually bound by the final results of such procedure.

SECTION 2. This Agreement covers the Employer's home office or permanent shop, asphalt plants, the Employer's operations on the jobsite, and the Employer's operation of a temporary nature in specific support of the job site project, not to include other permanent facilities nor the Employer's home office facilities of whatever nature, and shall not include professional engineers, engineering or clerical employees, guards, watchmen, timekeepers, parts men, superintendents, assistant superintendents, general foremen, foremen, or any supervisors in charge of any class of labor. None of the employees exempted in this paragraph shall be required to be members of any union.

SECTION 3. This Agreement shall cover the crews on boats on all work as listed in the classifications, except, however, it shall not apply to crews covered by the Agreement between the Employer member and the International Union of Operating Engineers and the International Hod Carriers, Building, and Common Laborers Union of America.

ARTICLE IV HIRING PROCEDURE AND TRANSFER OF EMPLOYEES

SECTION 1. Employment. In the interest of maintaining an efficient system in the industry providing for an orderly procedure of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area, and of eliminating discrimination in employment because of membership, or non-membership in the Union, the parties agree to the following system of referral of applicants for employment:

(a) No employee or applicant for employment shall be required by the Employer to complete any application for employment except required payroll and emergency information.

Employees also shall not be required to sign equipment safety inspection certification reports or forms of any type or for any reason, although the name of the operator may be placed on the reporting form.

(b) At least forty-eight (48) hours before starting work on any job of five hundred thousand dollars (\$500,000) or over the Employer shall invite representatives of all unions involved to a pre-job conference either on the jobsite or at some other mutually agreed

upon place. All transfer of men and other problems that might arise on the project shall be discussed at said pre-job conference. All subcontractors shall be present at the pre-job conference if available. On projects of less than five hundred thousand dollars (\$500,000) the Employer shall notify the union having jurisdiction on the project, prior to commencing work, of manpower requirements and subcontractors who will be on the project.

In order that the Employer, may be properly advised of the persons and/or office to be notified by the Employers desiring to arrange a pre-job conference, or to request a referral of applicants, the Union will promptly furnish the office of the Employer a list of such persons and offices showing the territorial jurisdiction of each, office telephone numbers and home telephone numbers of the Union agents involved. The Union will keep these lists revised as necessary.

(c) The Union shall be the sole and exclusive source of referrals of applicants for employment. The maintenance operator shall be dispatched from the referral hall.

(d) The Employer shall give the Union at least twelve (12) hours notice when requesting referrals. The Union shall refer applicants for employment within forty-eight (48) hours from the time the Employer makes a request. If the Union shall fail to provide required workmen within forty-eight (48) hours following the request of the Employer sufficient to fill the needs of the Employer, such Employer may recruit sufficient workmen to satisfy his request in whatever manner and from whatever source he may desire without regard to the provisions of this Article.

(e) The Employer shall have the right to accept or reject any applicant for employment for just cause.

(f) The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. All such selections and referrals shall be in accordance with the following procedures.

(g) The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he qualifies.

(h) Nothing contained herein shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, qualifications, skill, or the Employer's preference regardless of the employee's place on the out-of-work list. The 513 referral office shall require all applicants who have not previously registered to submit a resume of experience and qualifications.

(i) In the event the Employer violates any provision of this section and the Employer is notified in writing by the Union's business manager and fails to correct said violation, or violations, within forty-eight (48) hours after receipt of notice from the union, a copy to be sent to the Employer, the Union shall have the right to immediately subject said Employer to all legal or economic recourses, notwithstanding any provision in this Contract to the contrary. The Union assumes full responsibility to each applicant for employment from any loss or damage resulting from any referral discrimination or other violation of law by the Union, its representatives, agents or employees, operating a referral office in which it is established such violation occurred.

(j) The Employer will, when requesting referrals from the local Union (1) specify the number of employees required; (2) the location of the project; (3) the nature and type of construction involved; (4) the work to be performed; and (5) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.

(k) The employer will be required to call the hall for all employees. The Employer may call for workmen by name if such workmen are properly registered and have been laid off or terminated in the area covered by this Agreement within the past one hundred and fifty (150) days by the contractor signatory to this Agreement now desiring to re-employ the same workmen, provided said workmen are available for such employment and have been employed for an aggregate time of at least three (3) years by Employers who are parties to collective bargaining agreements with this Union.

(l) It shall be a violation of this Agreement for an Employer to induce another Employer's workmen to quit and register on the unemployment list so said workmen may be eligible for recall under the provisions of this article. The remedy for any such violation shall be to lay off any workmen so recalled. An employee shall not be recalled under the provisions of this article if he has quit in order to be eligible for recall, unless he quit with mutual agreement of his Employer and the Union.

Applicants for employment shall be classed in the following groups:

GROUP A: Applicants for employment in order of their registration who have worked as operating engineers for a cumulative total period of two (2) or more years in the last five (5) years for Employers who are parties to this collective bargaining Agreement.

GROUP B: Applicants for employment in order of their registration who have worked less than two (2) years as operating engineers within the past five (5) years for an Employer signatory to this Agreement.

GROUP C: All applicants for employment who have worked as operating engineers in excess of one (1) year for employers who are parties to collective bargaining agreements with the Union.

GROUP D: All other applicants for employment in order of their registration who are available for employment and are not working as operating engineers, and have re-registered for employment the first Monday of the month.

ARTICLE V UNION SECURITY

SECTION 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of the Agreement shall become members of the union not later than the eighth (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues to the Union and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth (8th) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

ARTICLE VI WORKING CONDITIONS

SECTION 1. The number of men to be employed is at the sole discretion of the Employer, but in accordance with the terms of this Agreement. The fact that certain classifications and rates are established does not mean that the Employer must employ workmen for any one or all such classifications, or to man any particular piece of plant or vehicle or equipment that happens to be on the work.

In the event the Employer fails to properly man the classification of equipment in use on the project which is covered by this Agreement, the business agent may dispatch from the Union an employee to man equipment that is not properly manned and said employee shall receive not less than eight (8) hours pay regardless of when he starts to work.

SECTION 2. Any workman may be shifted by the Employer from one classification of work to another classification of work, or from one piece of equipment to another piece of equipment not to exceed three (3) machines in any single day provided the workman is capable of performing the other work and is paid the rate of wages for the classification which provides the higher wage rate for the entire shift. Workmen shall make not more than six (6) changes in any one shift. Any deviation will be discussed at the pre-job conference and mutually agreed upon. Should any unforeseen emergency arise at a time when workmen are not available at the job site, work may be performed by any employee until workmen are secured. A change made due to breakdown of equipment shall constitute a change. A change made to move equipment out of the way will not constitute a change.

SECTION 3. The Employer shall have the right to use any type or quantity of machinery, vehicles, tools, or appliances or method of operation. It is agreed that the Employer may secure materials or equipment from any market or source except prison made.

SECTION 4. When needed for the protection of the engineer and/or oiler, the Employer shall provide curtains in winter and heaters in crane type equipment, and summer engine fans and protective covering on mobile equipment, adequate sanitary facilities on the project and ice water in warm weather. Equipment shall be maintained in such condition as not to impair the health or safety of the engineer and/or oiler. If such provisions are not provided and machines are placed in operation, the engineer shall immediately lay up his machine until such time as the provisions of the contract are complied with.

SECTION 5. The authorized representatives of the Union may visit the job during working hours and may make any reasonable check of membership or grievance either with the superintendent or employees.

SECTION 6. All workmen employed under this Agreement shall be classified in accordance with the Schedule of Wages of this Agreement. Any questions relative to the classification will be settled by Employer and the Union representative, or as hereinafter provided.

SECTION 7. The Employer shall provide Workmen's Compensation coverage against injury or occupational disease and Unemployment Compensation protection for employees whether or not required to do so by Missouri State law.

SECTION 8. Whenever a workman is operating a machine at a location where no other men are working and if that workmen's safety requires that another person be within call, there shall be someone there at all times.

SECTION 9. The Employer may discharge any workman whose work is unsatisfactory. The Union shall have the right of appeal on behalf of any discharged workman in accordance with the grievance procedure set forth in this Agreement.

An employee's refusal to operate an unsafe machine shall not be just cause for discharge.

SECTION 10. It shall not be a violation of this Agreement nor grounds for discipline, discharge, or replacement of employees for persons covered hereunder to refuse to cross a picket line or to perform work in any instance where the picketing has been authorized by the Union picketing.

SECTION 11. Seniority shall be construed to mean the assignment of an Employee to the operation of a given piece of equipment to a given Employee on a particular job, subject to the clarifications set forth below.

The Employer shall have a minimum of three (3) working days, including the day on which the Employee started work on a particular piece of equipment, to determine, in his sole judgement whether or not he considers the Employee qualified to satisfactorily perform the work to which he was assigned and to replace such Employee as the Employer determines. If Employee is not notified by the end of the third day, he shall have established seniority.

Should the Employer feel the Employee not qualified after the aforesaid first three (3) days, he shall discuss such qualification with the Union representative and such Employee shall not be considered disqualified until Agreement is reached between the Employer and the Union.

Seniority on a given machine shall terminate when machine is moved off the job. Seniority on a given machine shall also terminate when the attachments to that machine are changed for example, but not limited to, crane from hook to bucket to clamshell to dragline to backhoe to shovel, etc. and bulldozer from tractor to blade to scoop, etc. When attachment is changed, the original employee on the machine shall be given an opportunity to prove his qualification with the new attachment in accordance with qualification Article VII, Section 2. The above reference to termination of seniority when machine is moved off the job shall not apply in event of breakdown.

When a machine is shut down for a period of one (1) week or more on any one (1) jobsite, there shall be no carry-over of seniority on machine when it is again put in production.

When a machine is moved to a new jobsite, the operator moving such machine to new jobsite cannot claim seniority on new jobsite unless he is ordered by Employer to work on site.

When Employee is alternately running two or more machines on the same job and an additional Employee is put on the job, the Employer shall determine on which piece of equipment the first Employee shall have seniority.

By agreement with representatives of the Union on a particular job, seniority does not apply to short duration jobs or jobs not running steadily.

When work is operated on a shift basis, the Employer shall determine which Employees work on which shift on which equipment.

If an operator used on rough grading on a job does not prove capable to do the final dressup work he may be replaced by a qualified operator.

On any day when equipment on a job is idle, such as during inclement weather, and one (1) man is employed that day he may run other Employee's equipment to finish out the day.

Except as provided by below, seniority shall not apply to the following equipment: welding machines, pumps, elevators, small hoist, conveyors (as ladavers), heaters and other such small equipment. The Employer shall have the right to assign such work to any Employee he desires in accordance with the terms of this Agreement.

For Employees of the bargaining unit, 40 years of age and older, seniority on the above equipment shall prevail after five (5) working days.

When an Employee refuses to return to work he shall immediately lose his seniority.

SECTION 12. Operators and/or oilers shall not be responsible for overwidth, overlength or overweight in regard to the transportation of equipment.

SECTION 13. There shall be an engineer employed on all throttles or valves in connection with the operation of machines or equipment under the jurisdiction of the operating engineers in connection with pile driving work. When such operation is performed by an engineer employed on a boiler or compressor or a crane, he shall receive an additional twenty-five (\$.25) cents per hour.

SECTION 14. Operators shall not start their machines until the regular starting time, and shall be allowed time to return to the parking station or shop at the end of the work day, except the provisions of the foregoing shall not apply in connection with the operation of floating plant, in which case employees will travel to and from their place of work, one way on their own time, and one way on company time.

SECTION 15. It shall be a violation of this Agreement for employees to furnish personal transportation including pickups or equipment, except hand tools, to be used in the service of the Employer.

SECTION 16. Mechanics shall not be used as relief operators.

SECTION 17. Oilers and Firemen shall not be assigned to operate winches except on intermittent operations.

ARTICLE VII SMALL MACHINES

SECTION 1. The Employer agrees to employ maintenance operators on automatic machines as follows:

- (a) 2 - Light Plants or Generators 30 K.W. and over
- 3 to 6 - Electric Pumps 4 inches to 8 inches
- 3 - compressors over 125 CFM
- 3 to 6 - 4 inch to 8 inch pumps
- 2 - 8 inch and over pumps
- 3 - Welding Machines

An operator is required for two (2) or three (3) of the above mentioned units, unless an oiler is working at the jobsite, then he will cover these machines at the group 4 rate plus fifty (\$0.50) cent premium, in addition to his regular duties.

One maintenance operator shall be employed for 3 through 6 machines, at the group 4 rate, unless an oiler is working at the jobsite, then he will cover these machines, at the group one (1) rate, in addition to his regular duties.

Two maintenance operators shall be employed for over 6 such machines at the group 4 rate.

Three maintenance operators shall be employed for over 12 such machines at the group 4 rate, and so on, as machines are added.

(b) Other automatic machines such as small light plants, pumps, air compressors, conveyors, power operated heaters or any other small automatic machines, there shall be one maintenance operator for six or more of these machines, unless an oiler is working at the jobsite, then he will cover these machines at the group 1 rate, in addition to his regular duties. Over 12 machines, there shall be two maintenance operators employed, at the group 4 rate, and so on as machines are added.

SECTION 2. Duties of maintenance operators. A maintenance operator's duties shall include operation, fueling, lubrication, and routine repairs of the various kinds of small machines he is assigned to mentioned in (a) and (b) above.

SECTION 3. When maintenance operators are not required on the above classification, the machines will be under the jurisdiction of the engineer and/or oiler working on the job. The operator on the job shall be paid fifty (\$0.50) cents for said machines per hour for maintaining. When an operating engineer or maintenance operator is using any equipment under his jurisdiction for repair or servicing, such equipment shall not require an additional operator to run it. If a man is employed to operate such a machine, he shall be an operating engineer.

SECTION 4. Dewatering Systems. Dewatering systems is defined as a combination of one or more pumps of any type, size, or motive power, including but not limited to, well point pump, submersible pumps, well pumps, ejector or eductor pumps in combination with wells, well points, sumps, piping and/or other appurtenances, power by diesel; electric, gasoline, gas or any other type of motive power to control water on any and all work covered by this Agreement.

All mechanical work on the system shall be done by operating engineers.

The installation of a dewatering system shall be done with members of the bargaining unit and Laborers.

ARTICLE VIII OILERS AND FIREMEN

SECTION 1. Oilers, apprentices, or trainees shall be employed on equipment as follows:

- Cranes, Crawler, truck or derated cranes (over 40 ton)
- Clamshells (over 2 cu. yd.)
- Drag Lines (over 2 cu. yd)
- Power Shovels (over 2 cu. yd.)
- Truck Mounted Gradalls/Teleskoop
- Self-propelled boom type lifting devices (Rough Terrain over 50 ton)
- Backhoe, hydraulic (over 2 cu. yd.) (bucket size)

No oiler shall be required on track type gradalls/teleskoops. Where trainees are required, they may be assigned, at the sole discretion of the Employer, as oilers to the above excluded equipment. Where greasers or oilers are not employed, engineers operating the equipment shall service machines during the shift or be paid at the regular overtime rate of wages if greasing is done before or after the regular work day.

SECTION 2. Greasing in the morning, filling gas tanks and making machines ready for operation at starting time is the oiler's work and shall be paid at the regular rate.

At the Employer's option, the oiler shall take his lunch period before or after the engineer's lunch period. Oilers shall be paid at one and one-half (1 1/2) times the regular rate if required to perform such duties before regular starting time. Oilers are required to hook mats, help change or replace cables or assist the operator or anything that applies to the operator's work and shall work under the direction of the operating engineer.

Where firemen are employed, they must be allowed one (1) hour's time if firing up is done before regular starting time at the overtime rate.

When oilers are employed, at the Employer's option, they may run idle, non-productive equipment, up to two hours per shift, cover small machines, assist mechanic with repairs, and make himself generally useful toward the progress of the job in addition to his regular duties. An oiler shall be paid the group 4 plus fifty (\$0.50) cents per hour premium for such extra assignments.

When more than one thirty (30) to forty (40) ton crawler or truck crane is on the project an oiler shall be required and shall be paid the Group 4 rate.

ARTICLE IX ASPHALT PLANTS

All asphalt plants shall be operated by operating engineers. All repairs and maintenance on asphalt plants shall be performed by operating engineers under this Agreement.

ARTICLE X REPAIRS AND MAINTENANCE

SECTION 1. Mechanics are employed by the Employer because of their knowledge of equipment and their ability to make whatever repairs may be required, and to this end when mechanics are engaged in the repair of equipment, the Employer shall not be required to retain the operator or operators on his payroll, but if requested, the operator who is regularly employed on that machine shall make the repairs or assist the mechanic. All maintenance, repair work or mechanical work including greasing on equipment operated by engineers on the job site shall be done by an operating engineer.

SECTION 2. Mechanics employed under this contract shall be required to provide all necessary hand tools.

SECTION 3. Employer's Permanent Shop. When an Employer operates a permanent shop, the conditions of this contract, including the following, shall prevail.

(a) Mechanics employed in a permanent shop shall be required to provide all necessary hand tools.

(b) A mechanic's helper shall be defined as one who works under the supervision of a mechanic and he shall not furnish any hand tools.

(c) When an employee is moved from the shop to the field, he shall be paid the field scale from the time he leaves the shop until he completes his day or returns to the shop. When any employee in the field is brought into the shop for a portion of the day, he shall suffer no reduction in rate.

(d) Notwithstanding the above, the Employer shall have the option to employ operators, excluding field mechanics, at 75% of the field rate of pay during the period during which Central Standard Time is in effect.

SECTION 4. Should the Employer desire to lay off, or discharge the engineer (and oiler when employed) when repairs are being made, he (they) shall be paid in accordance with Article XII.

ARTICLE XI STEWARDS

SECTION 1. The Union may appoint a workman to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against by reason of the fact he is serving as steward.

SECTION 2. The steward shall be a working employee who shall, in addition to his regular work, be permitted to perform during working hours such of his duties as steward including the adjustment of grievances as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible.

SECTION 3. If overtime work is required, the steward shall be one of the workmen who shall perform the work, if he so desires, provided he is capable of performing the work. The Employer agrees, in the event of reduction of the work force, that the employee appointed as steward remain on the job as long as there is work of his craft which he is capable of performing.

SECTION 4. In the event the steward is transferred or discharged, the Employer shall notify the Union immediately and never later than during the same working day or same shift.

SECTION 5. The steward shall work the overtime if his equipment is to be used or if extra equipment is to be used or if extra equipment is on the job that is to be used and the steward is capable of operating it. The steward has seniority only in the event of reduction of forces.

SECTION 6. The steward shall not shut down any project for any reason.

ARTICLE XII WORKING TIME AND OVERTIME

SECTION 1. The regular work day for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for in this Agreement, begin at 8:00 A.M. and end at 4:30 P.M. However, the project starting time may be advanced or delayed at the discretion of the Employer and remain consistent for the duration of the project unless mutually agreed to by the Union. All employees are expected to report for work each morning and each afternoon following their lunch period unless notified before quitting time not to do so.

It is understood that an employee shall have thirty (30) minutes lunch period in the middle of a shift. If he is required to work through the lunch period, he will be paid one-half (1/2) hour overtime and be allowed a short time to eat.

At the discretion of the Employer, when working a five day eight (8) hour schedule, Saturday may be used for a make-up day. If Saturday is used as a make-up day each employee shall be paid 8 hours unless work is halted due to inclement weather. If any employee declines to work Saturday as a make-up day, he shall not be penalized. IF AN EMPLOYER IS PROHIBITED FROM WORKING ON A HOLIDAY, AS SET OUT IN SECTION 2 OF THIS ARTICLE, THAT EMPLOYER MAY WORK THE FOLLOWING SATURDAY AT THE STRAIGHT TIME RATE. AN EMPLOYEE WHO DECLINES TO WORK THE MAKE-UP DAY SHALL NOT BE PENALIZED. IF SATURDAY IS USED AS A MAKE-UP DAY, THE EMPLOYEES WILL BE GUARANTEED EIGHT (8) HOURS AT THE STRAIGHT TIME RATE OF PAY, UNLESS WORK IS HALTED DUE TO INCLEMENT WEATHER.

However, the Employer may have the option to schedule his work week from Monday through Thursday at 10 hours per day at the straight time rate of pay with all hours in excess of 10 hours in any one day to be at the applicable overtime rate.

When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth work day on the project while not calling in the normal crew that had been scheduled for the project.

If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty hours. IF AN EMPLOYER IS PROHIBITED FROM WORKING ON A HOLIDAY, AS SET OUT IN SECTION 2 OF THIS ARTICLE, THAT EMPLOYER MAY WORK THE FOLLOWING FRIDAY OR SATURDAY AT THE STRAIGHT TIME RATE. AN EMPLOYEE WHO DECLINES TO WORK THE MAKE-UP DAY SHALL NOT BE PENALIZED.

However, if Friday or Saturday is used to complete the work week, each employee will be guaranteed at least 10 hours at the straight time rate of pay, unless work is halted due to inclement weather. A new employee, not being rained out since he started to work, in his first week will be paid the overtime for working the make-up day. Overtime shall be computed at one-half hour intervals. There shall be no pyramiding of overtime.

Overtime will be at 1 1/2 times the regular rate.

SECTION 2. HOLIDAYS. New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas are holidays. If a holiday falls on a 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 the workman unless worked. If workmen are required to work the above enumerated holidays or days observed as such, or Sundays, they shall receive double the regular rate of pay for such work. The above paragraph shall apply to the four ten's Monday through Friday work week. The ten (10) hours shall be applied to the 40-hour work week.

If workmen are required to work the above enumerated holidays or days observed as such, or Sundays, they shall receive double the regular rate of pay for such work.

SECTION 3. SHIFTS. The Employer may elect to work one, two or three shifts on any work covered by this Agreement. When operation on more than one shift, the shift shall be known as the day shift, swing shift and graveyard shift, as such terms are recognized in the industry. The Contractor shall give twenty-four (24) hours notice prior to any change in starting time of a work day or work shift.

When two or more shifts are worked on any operation the first shift or day shift shall consist of eight (8) hours exclusive of lunch time; the second or swing shift shall consist of seven and one-half (7-1/2) hours work for eight (8) hours pay exclusive of lunch time; and the third or graveyard shift shall consist of seven (7) hours work for eight (8) hours pay exclusive of lunch time. All time worked in excess of normal shifts shall be considered overtime.

Multiple shift (a two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation.

However, no shift shall be started between midnight and 6:00 a.m., except the graveyard shift on a three-shift operation, or except in unusual or emergency situations by agreement between the Employer and the Union, regardless if the project is working one or two shifts.

If an Employer starts a shift between midnight and 6:00 a.m. except the graveyard shift on a three-shift operation, without permission, he shall reimburse all employees for the entire shift at 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 a straight time rate.

When three shifts of men per day are employed, employees covered by this agreement must be employed for not less than three shifts per week, which must be continuous unless prevented by inclement weather or machine breakdown.

The second and third shift shall not be for less than eight (8) hours pay nor shall there be any split shifts.

Greasers may be employed at the regular wage rate for certain duties which require hours different from those of major operations.

SECTION 4. SHOW UP TIME. Workmen shall report for work each working day except when notified not to do so. The employee shall keep the individual Employer advised at all times of his correct address and telephone number. When the employee has no telephone or when the employee cannot be reached two hours, before the start of the shift, or as agreed at the pre-job conference, at the number furnished to the individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather, unless he has previously called the individual Employer at the time and place designated in a notice posted on the job. Workmen who report for work without having been notified not to do so shall receive two (2) hour's pay with one (1) hour holding time. If an employee starts to work, he shall be paid four (4) hours time. If an employee works beyond four (4) hours he shall receive eight (8) hours pay. One hour show up time or actual hours worked whichever is greater on inclement weather days, falling rain, snow, or sleet. Employees must remain on the job unless released by the Employer.

If the employer chooses the four-ten option, Monday through Thursday, when an employee starts work, he shall be paid five hours time. If an employee works beyond five hours, he shall receive 10 hours pay.

SECTION 5. Show-up time hours and guaranteed hours after put to work will be regarded as hours worked for the purpose of computing the forty-hour work week.

SECTION 6. If the Employer requires the men to remain on the job during a stoppage of work, they must be paid continuous time. No employee shall leave any piece of equipment by quitting unless he has been properly replaced with another qualified man.

ARTICLE XIII WAGE AND PAY DAY CONDITIONS

SECTION 1. Hourly rates of wages for each classification of labor are set forth in the attached Schedule of Wage Rates, and the rates of wages shown in that Schedule shall apply to all work, and to every workman covered by this Agreement, except that only the rates of wages in the attached Schedule shall not apply to the construction of continuous major trunk lines of oil, gas and gasoline pipe lines.

SECTION 2. The Unions agree that no demand for an increase in any wage rate above that specified in the Schedule of Wage Rates will be made on any job.

SECTION 3. Wages in cash or collectible check shall be paid to workmen weekly at the end of the shift not later than five (5) work days after the pay period, unless approval of payrolls by government agencies prevents such payment at that time. Check stubs shall show total wages and itemized deductions. Failure on the part of the Employer to comply with this provision shall entitle the employee to one (1) day's pay for every twenty-four (24) hours from the date of the required pay day provided the delay is occasioned by the willful negligence of the Employer or his agents.

SECTION 4. All work bid prior to 5/1/04 will receive the current negotiated rate and will continue to receive the current negotiated raises and fringe benefit raises and benefit contribution increases.

All work bid after 5/1/04 will receive the current negotiated raises and benefit contribution increases and will continue for twenty-four (24) months from the bid date and then will receive the then negotiated current rate and will continue to receive the effective yearly increases in wages, fringe benefits and benefit contributions.

All subcontractors will also be bound to the old work, old pay from the original bid date of the prime contract.

SECTION 5. If a workman quits of his own accord, he shall wait for his pay until the next regular pay day.

An employee who is discharged or laid off shall be paid in full without undue delay, or the provisions of Section 3 of this Article shall apply.

SECTION 6. In the event of multiple layoffs, ten (10) men or more, arrangements may be made between the Employer and the local union for pay checks to be mailed to employees within forty-eight (48) hours. The employees shall furnish the correct mailing address to the Employer before leaving the job.

SECTION 7. If bridge river piers or super-structure, pile dike and/or revetment jobs covered by this Agreement include work on both sides of line and if the wage scales are not the same on both sides of line, the higher wage shall be paid on that job.

**ARTICLE XIV
FRINGE BENEFITS AND APPRENTICESHIP
LOCAL NO. 513**

SECTION 1. HEALTH AND WELFARE. In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for each payroll hour in the following counties where the work is performed and shall identify the county on the report form, except for retirees:

Adair, Audrain, Bollinger, Boone, Butler, Callaway, Cape Girardeau, Carter, Clark, Cole, Crawford, Dent, Dunklin, Gasconade, Howell, Iron, Knox, Lewis, Macon, Madison, Maries, Marion, Miller, Mississippi, Moniteau, Monroe, Montgomery, Morgan, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Francois, Ste. Genevieve, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Texas, Washington, and Wayne Counties.

Four dollars and seventy cents (\$4.70) per hour for each payroll hour of those employees to the Welfare Fund of Engineers, Local Union No. 513, established pursuant to a Trust Indenture dated May 1, 1966, by and between Local Union No. 513, affiliated with the International Union of Operating Engineers, and the Associated General Contractors of St. Louis and the Site Improvement Association and the parties hereto agree to be bound by the terms and provisions of said Trust Agreement. The Employer shall include the Health and Welfare Fund contributions in the retiree's wage rate.

SECTION 2. PENSION. In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for each payroll hour in the counties set forth in Section 1 above, six dollars and forty-five cents (\$6.45) per hour for each payroll hour of those employees to the Local Union No. 513 Pension Fund, except for retirees, established pursuant to the Agreement and Declaration of Trust between the Associated General Contractors of St. Louis and Local Union No. 513, affiliated with the International Union of Operating Engineers, AFL-CIO, dated May 1, 1963, and the parties hereto agree to be bound by the terms and conditions of the Trust Agreement establishing such Pension Fund. The Employer shall include the Pension Fund contribution in the retiree's wage rate.

SECTION 3. VACATION FUND. (A) Employers agree to pay included in wages one dollar and ten cents (\$1.10) per hour for each straight time payroll hour and one dollar and sixty-five cents (\$1.65) for each overtime payroll hour plus supplemental dues of two and one-half (2.5) percent in all counties covered by this agreement to be paid into the Vacation Fund of Operating Engineers Local No. 513. Retirees will be required to pay with Supplemental Dues.

(B) The Employer shall deduct all withholdings from the full amount of wages including the applicable vacation amounts for each pay check. However, the full one dollar ten cents (\$1.10) or one dollar sixty-five cents (\$1.65) and two and one-half (2.5) percent as applicable shall be paid into the vacation fund for each month since the withholding shall be deducted from the wages.

SECTION 4. ANNUITY. The Employer will make a two dollars and five cents (\$2.05) per hour contribution to the Operating Engineers Local 513 Annuity Fund. The Employer shall include the Annuity Fund contribution in the retiree's wage rate.

The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement creating the Annuity Fund and the rules and regulations adopted thereunder.

SECTION 5. JOURNEYMAN and APPRENTICESHIP. Each employer agrees to contribute 1.6% of the two drum journeyman gross wage rate (total of two drum wage rate pension and welfare amounts in Group 1, for each payroll hour worked). Contributions shall be to the nearest whole cent. Fifty-five cents (\$.55), 5/1/04. One and six tenths percent (1.6%).

The parties agree that it is in their mutual interest and in the interest of the entire construction industry that new employees be adequately trained in the operation of the equipment covered by this Agreement.

Therefore Article IV is modified by this Article as it applies to apprenticeship.

The apprenticeship coordinator shall request apprentices by name from the Union referral office to fill requests to him from Employers for apprentices to fill specified jobs. The apprentice may be moved from job to job by the coordinator to provide the needed training for his apprenticeship. The apprentice coordinator will notify the Union and the Employer before he moves an apprentice from one job to another.

Operating engineer apprentices may be assigned to any equipment in the bargaining Agreement, according to the ability of the apprentice with the following exceptions. Under no circumstances will an apprentice be allowed to operate the following equipment: pumps, compressors, welders, generators, elevators, or any other standby equipment, on work day when an apprentice has to finish out the day, he can be put on one of the machines listed in this paragraph, not to exceed the last two hours in the day.

When an apprentice is employed as an oiler on a job and when time permits after he has performed his duties as an oiler, he shall be permitted to run other machines on the job under the supervision of the operator assigned to the machines. The apprentice will perform these training duties with the specific permission of the operator he is oiling for and the job supervisor. Other oilers or operators of standby equipment will be allowed to cover for the apprentice when he is training on another machine on the job site. The foregoing does not mean that the apprentice will not perform his regular job. If his oiler duties are keeping him busy he will forego training on other machines.

When a registered apprentice is performing operating duties, there shall not be more than one apprentice per six journeymen without the consent of the Business Agent in that area. Any Employer may employ an apprentice, however, under no circumstances shall an apprentice perform journeyman work on any project where no other journeyman in the employ of the said contractor is employed, except on jobs where governmental authority has specific requirements for apprentices, trainees or minorities or women.

Apprentices shall receive the following applicable percentage of the journeyman rate in Group 1 per hours plus payments into Welfare, Pension, Apprenticeship, Annuity and Vacation Funds as provided in this Agreement.

1ST YEAR 65%
2ND YEAR 75%
3RD YEAR 80%

SECTION 6. Enforcement of Section 1, 2, 3, 4 and 5 above shall be governed by and in accordance with Article XVI of this Agreement.

**ARTICLE XV
FRINGE BENEFITS OPTIONS**

It is understood and agreed by all parties that any part of a wage increase granted by this Agreement may at the option of the Union be taken on an anniversary date of this Agreement in fringe benefits covered by this Agreement.

**ARTICLE XVI
FRINGE BENEFIT
ENFORCEMENT OF ARTICLE XIV – FRINGE BENEFIT CONTRIBUTIONS**

SECTION 1. The Employers agree to furnish the trustees of each trust fund upon request such information and reports as the trustees may require in the performance of their duties under the Agreements and Declarations of Trust. The Trustees or any authorized agents or representatives of the trustees shall have the right at all reasonable times during the business hours to enter upon the

premises of an Employer and to examine and copy such of the books, records, papers, and reports of the payrolls, only, of the Employer as may be necessary to permit the trustees to determine whether the Employer is fully complying with the provisions of Article XIV.

SECTION 2. No Employee shall have the option to receive instead of the benefits provided for by the Agreements and Declaration of Trust any part of the payment of an Employer. No employee shall have the option to assign any benefits to which he may be or become entitled under the Agreements and Declarations of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust therein created or through severance of employment or otherwise except as amended in Article XIV.

SECTION 3. In the event that the Union receives written notice from one or more of the trustees or any authorized agent or representative of the trustees of any fund that an Employer has failed to pay in full any sum due any trustee under Article XIV and that such failure has continued fifteen (15) days, the Union may after at least one (1) week's notice in writing to the Employer's main office, direct the employees of such Employer to discontinue or refuse to work for such Employer until all sums due from the Employer under the appropriate section, and by the appropriate local Union, have been paid in full. The remedy provided for in this section shall be in addition to all other remedies available to the Union and to the trustees, and may be exercised by the Union, anything in this collective bargaining agreement to the contrary notwithstanding.

SECTION 4. The trustees, in their own names as trustees, may institute or intervene in any proceeding at law or equity or in bankruptcy for the purpose of effectuating the collection of any sums due to them for the Employer under the provisions of Article XIV.

SECTION 5. Payment of sums due under Article XIV shall be made to the trustees in accordance with the trust agreements. If payments of such sums is made later than the time required, the Employers agree to add twenty (20) percent to the amount due as a penalty.

SECTION 6. LIQUIDATED DAMAGE PROVISIONS. IN THE EVENT THE EMPLOYER FAILS TO MAKE PROMPT AND TIMELY REPORTS AS REQUIRED AND PAYMENT OF THE CONTRIBUTIONS DUE TO LOCAL UNION 513 PENSION FUND, TO WELFARE FUND OF ENGINEERS LOCAL 513, TO LOCAL UNION 513 ANNUITY FUND, VACATION FUND OF ENGINEERS LOCAL 513, TO THE ST. LOUIS CONSTRUCTION TRAINING AND ADVANCEMENT FOUNDATION, TO PRIDE OF ST. LOUIS, INC., AND TO THE OPERATING ENGINEER LOCAL 513 JOURNEYMEN AND APPRENTICESHIP TRAINING FUND, THE UNION, FOLLOWING SEVENTY-TWO (72) HOURS WRITTEN NOTICE BY THE FUND TRUSTEES OR THE UNION TO SUCH DELINQUENT EMPLOYER, MAY ORDER CESSATION OF ALL WORK COVERED BY THE EMPLOYER ON ALL JOBS OF EMPLOYER UNTIL SUCH REPORTS ARE MADE AND RESPECTIVE CONTRIBUTIONS DUES ARE PAID. IN ADDITION THERETO, IT IS AGREED THAT THE ABOVE CONTRIBUTIONS DUE, PLUS LIQUIDATED DAMAGES EQUAL TO TWENTY PERCENT (20%) OF THE CONTRIBUTIONS THEN DUE, OR AT ANY TIME PREVIOUSLY DUE AND NOT PAID IN FULL, SHALL CONSTITUTE A DEBT OWED BY THE EMPLOYER TO SAID RESPECTIVE FUNDS' TRUSTEES AND SHALL BE FURTHER TREATED AS UNPAID CONTRIBUTIONS, AND THAT IN ADDITION TO ALL OTHER REMEDIES ON ACCOUNT THEREOF AVAILABLE TO SAID TRUSTEES AND/OR THE UNION, SUCH DEBT/UNPAID CONTRIBUTIONS MAY BE RECOVERED BY SUIT OR ACTION AT LAW BROUGHT BY SAID TRUSTEES AND/OR UNION, AND IN THE EVENT OF SUCH ACTION THE EMPLOYER AGREES TO PAY IN ADDITION TO THE LIQUIDATED DAMAGE AMOUNT AND PRINCIPAL AMOUNT OF SUCH DEBT/UNPAID CONTRIBUTIONS (INCLUDING LIQUIDATED DAMAGES), ALL COURT COSTS, INTEREST ON SUCH DEBT AT THE MAXIMUM LAWFUL RATE COMPUTED FROM THE DUE DATE OF EACH SUCH CONTRIBUTION, PLUS A REASONABLE ATTORNEY'S FEE PAYABLE TO THE ATTORNEY OR ATTORNEYS REPRESENTING THE TRUSTEES AND/OR THE UNION IN SUCH ACTION WITH THE AMOUNT THEREOF FIXED BY THE COURT, BUT IN NO EVENT LESS THAN THIRTY-THREE AND ONE-THIRD PERCENT (33 1/3%) OF THE TOTAL AMOUNT FOR WHICH JUDGMENT IS RENDERED. LIQUIDATED DAMAGES ARE DUE AND PROPER IN THESE CIRCUMSTANCES, THE EXACT AMOUNT OF DAMAGE CAUSED BY THE EMPLOYER'S FAILURE TO LIVE UP TO ITS CONTRACTUAL OBLIGATION BEING DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN IN VIEW OF SUCH ITEMS AS OVERHEAD COSTS, INTERNAL AUDIT COSTS, INTERNAL COLLECTOR COSTS, AND OTHER EFFORTS MADE BY THE FUND ADMINISTRATOR AND ITS EMPLOYEES AS A RESULT OF THE FAILURE OF THE DELINQUENT EMPLOYER AND ANY OTHER DELINQUENT EMPLOYERS TO MAKE PAYMENTS AND FILE CONTRIBUTION REPORTS IN A TIMELY MANNER.

SECTION 7. The Employer shall secure and maintain surety bond in the applicable amount as listed below to guarantee payment of all wages, fringes and contributions provided for in this Agreement and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. The surety bond required of the Employer shall be as follows:

1-5	EMPLOYEES = \$10,000.00
6-15	EMPLOYEES = \$30,000.00
16-25	EMPLOYEES = \$40,000.00
MORE THAN 25	EMPLOYEES = \$50,000.00

The number of Employees shall be based on the average number of Employees employed during the summer months.

The Union shall not require a bond from an Employer who makes timely payments.

The Union shall not furnish Employees to an Employer who is required to furnish such bond but has failed to do so.

ARTICLE XVII GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. Except as provided in Article IV, Section 1 (i), Article XVI, Section 3, and in Section 5 of this Article, and in those specific instances only, the Union agrees that during the term of this Agreement it will not cause or authorize any strike, slowdown, sitdown, picketing, or cessation of work, and the Employer agrees that during the term of this Agreement they will not suspend work or lock out their employees.

SECTION 2. All grievances, disputes or claims (hereinafter called "grievances") except jurisdictional disputes which may arise with respect to wages, hours or conditions of employment or the enforcement or interpretation of any of the terms of this Agreement are to be promptly processed and settled in accordance with the provisions of this Article.

Step One - The party raising the grievance is to first present it to the Union steward and then by the steward to the superintendent. If the dispute is not satisfactorily settled within one (1) working day at this level, it shall be referred to the second step.

Step Two - Any grievance not resolved at step one shall be reduced to writing. The Employer and the Union's business representative shall meet within seven (7) days and seek to settle the grievance. If the grievance is not settled at such meeting, a written reply to the written grievance shall be given by the Contractor or his representative within three (3) working days thereafter.

Step Three - Arbitration. In the event the dispute is not settled within seven (7) days at step two, either the Employer or the Union may refer the matter to arbitration at any time within ten (10) days after step two meeting by mailing written notice of intention to arbitrate to the other party. If no written notice of intention to arbitrate is given within the time required, or if any of the preceding steps are not taken within the time and manner prescribed (unless longer times are mutually agreed upon), the grievance shall be conclusively presumed to be abandoned. The written notice shall name an arbitration representative; the other party shall immediately thereafter name an arbitration representative. The Employer and the Union arbitration representatives shall then seek to agree upon an impartial arbitrator. If within five (5) days after the notice of intention to arbitrate has been mailed, no impartial arbitrator has been agreed upon, the Union and the Employer representatives shall write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of five (5) arbitrators. Upon receipt of the panel, the Union and the Employer arbitration representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as impartial arbitrator; should he be unable to serve, a new panel of five (5) shall be requested from FMCS.

SECTION 3. The impartial arbitrator shall be the chairman of the arbitration hearing and sole arbitrator of the dispute. The decision of the arbitrator shall be final and binding upon both the Employer and the Union. The expenses of conducting the arbitration hearing including the services of the impartial arbitrator are to be shared equally by the Employer and the Union. The Union and the Contractor will pay for their respective arbitration representatives.

SECTION 4. In cases where the arbitrator finds that an employee was discharged or disciplined without just cause, the arbitrator shall have the power to fashion such a remedy as may be fair and equitable, taking into consideration all aspects of the case, and such remedy may include restoration to his former position with the Employer, restitution of lost wages, or both.

SECTION 5. If either the Employer or the Union, after any dispute has been settled or finally decided by arbitration, refuses to abide by or comply with such settlement or final decision of arbitration, then and in the event of such occurrence, it shall not be a violation of the Agreement for the Union to call and engage in a strike in the event of the Employer's failure to comply with such settlement, or for the Employer to lock out the employees in the event of the Union's failure to comply with such settlement.

ARTICLE XVIII WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

SECTION 1. It is the desire and intention of all parties to minimize jurisdictional and work assignment disputes. It is therefore understood and agreed that the company will endeavor to make employee work assignments conform to established craft or bargaining unit jurisdictional lines. It is likewise understood and agreed that the various Unions will endeavor to recognize, respect and abide by the traditional jurisdictional rights of each organization and seek to avoid claims for work assignments and jurisdiction which encroach upon the jurisdiction of other organizations.

SECTION 2. Consistent with the objects and purposes expressed in Section 1 of this Article, it is understood and agreed that all work assignments shall conform to the following standards and be made in accordance therewith:

A. Work shall be assigned in the manner contemplated by any existing or future made agreements between the Unions involved.

B. In the absence of any of the foregoing, work shall be assigned in the manner contemplated by existing written agreements between International Unions.

C. In the absence of any of the foregoing, work shall be assigned in accordance with applicable decisions and/or awards of record of the AFL-CIO National Joint Board for the Settlement of Jurisdictional Disputes, made prior to September 28, 1969.

D. In the absence of any of the foregoing, work shall be assigned in accordance with the established practice in the local area.

E. In the absence of any of the foregoing, work shall be assigned in accordance with any agreement or understanding reached by and between the Employer and the Unions which have an interest therein.

SECTION 3. Work assignments made by the Employer shall be respected by all Unions, and the craft to which the work is assigned shall continue to perform the work in question unless and until a contrary decision is rendered pursuant to the following section.

SECTION 4. In the event of a jurisdictional dispute, the parties shall request the Union or Unions involved to meet with representatives of the Union and Employer to settle the dispute. If a settlement is not reached at that meeting, the Union may request that its International Union assign a representative who shall make arrangements to meet representatives of the other International Union or unions involved and representatives of the Employer to seek settlement of the dispute. The Employer may also request the International Unions involved to assign representatives to seek settlement of the dispute. The Employer will abide by decisions of the Joint Board for the settlement of jurisdictional disputes provided that all other crafts involved in the dispute are also bound by the Joint Board's decision.

The Union and the Employer agree that there shall be no strikes, lockouts, or interruption of the disputed work over jurisdictional disputes.

ARTICLE XIX CONTRACTORS AND SUBCONTRACTORS

SECTION 1. Employer signatory to this Agreement shall be bound to the Joint Board for the settlement of jurisdictional disputes and shall require, as a condition of their subcontract, subcontractors to be bound to the Joint Board for the settlement of jurisdictional disputes in the same manner as the contractor signatory to this Agreement.

SECTION 2. The terms and provisions of this Article have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the Employer's business and the provisions of applicable law, and for the additional purpose of establishing lawful protections against the possible diminution of the wage scales and working conditions provided for in this collective bargaining agreement.

SECTION 3. The Employer shall not direct, require or permit any of its employees who are not included within the bargaining unit covered by this Agreement to do or perform any of the work which is done or performed by those within the bargaining unit. Nor shall owners, employers or persons having a proprietary interest in the business be directed, required or permitted to do or perform any of said work.

SECTION 4. Nothing contained in this Agreement shall be construed to prevent the right of any Employer to subcontract all or any part of work awarded to it. If, however, an Employer elects to subcontract out all or any part of such work, then, in that event, such Employer shall make adequate provision in the contract, Agreement or understanding with the subcontractors to be or become a signatory to this collective bargaining agreement and to recognize, abide by and be bound by all of the terms and provisions of this collective bargaining agreement. It is understood and agreed that this subcontractor clause requires said subcontractor to abide by and be bound by the terms and provisions of this collective bargaining agreement only for the period and on the project where the subcontractor relationship exists.

SECTION 5. Nothing contained in this Article shall be construed to force or require any Employer to cease or refrain from doing business with any specific person or employer or otherwise require the disruption of any existing business relationship with any other person or employer nor to force or require any employer to violate the National Labor Relations Act, particularly Section 8 (e) thereof which provides in pertinent part, "It shall be an unfair labor practice for any labor organization or any employer to enter into any contract or agreement, express or implied, whereby such employer ceases or refrains or agrees to cease or refrain from handling, using, selling or dealing in any of the products of any other employer or to cease doing business with any other person ... nothing in this subsection (e) shall apply to an agreement between a labor organization and an employer in the construction industry relating to the contracting or subcontracting work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work."

ARTICLE XX EQUAL EMPLOYMENT OPPORTUNITY

Neither the Union or the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, national origin or status as a Vietnam-Era Veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities.

ARTICLE XXI EFFECTIVE DATES

SECTION 1. Employers may accept and be governed by the terms of this Agreement and enjoy the benefits of the Agreement by signing an original copy of this Agreement or a printed facsimile thereof.

SECTION 2. This Agreement shall be effective and binding upon the Contractor and the Union from May 1, 2004 until April 30, 2009. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless not more than ninety (90) days nor less than sixty (60) days prior to the termination of the original period of this Agreement or within sixty (60) days of the termination of any renewal thereof from time to time, either the Contractor or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Where notice of contract of reopening is given by the Union, in the event of failure of the parties to agree upon such wage rates following such reopening of the same, such shall not be construed to be a grievance or subject to grievance procedure but the right of the Union to strike in support of its request is hereby reserved and the right of the contractor to lock out is also reserved.

SECTION 3. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation, or understanding which is not mentioned or referred to herein will be of any force or effect upon any party hereto. Wherever this Agreement is in conflict with the customs, working rules, or wage scales of any of the Locals of the International Union or of the International Union itself, then this Agreement shall supersede all such portions of said customs, working rules, or wage scales which are in conflict with this Agreement.

SECTION 4. In the event that any Article or Section of this contract is specifically held invalid or enforcement of or compliance with which has been restrained, the parties affected thereby shall enter into collective bargaining negotiations no later than two (2) work weeks following the date of such invalidity on the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this contract to the contrary.

ARTICLE XXII MISCELLANEOUS

SECTION 1. **SUBSTANCE ABUSE.** The Employer may require Employees to submit to testing for alcohol and/or controlled substances to the extent and in the manner required by applicable law or by a project owner.

The Employer shall also have discretion to require its Employees covered by this Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The St. Louis Construction Industry Substance Abuse Consortium is such a program acceptable to the Union.

ARTICLE XXIII CLASSIFICATIONS

GROUP 1 CLASSIFICATIONS

All Terrain Crane	Dredge Booster Pump
Articulated Dump	Dredge Engineman
Asphalt Finishing Machine and Trench Widening Spreader	Dredge Operator
Asphalt Plant Console Operator	Drill Cat with Compressor Mounted on Cat
Autograder	Drilling or Boring Machine Rotary Self-propelled
Automatic Slipform Paver	Front End Steer Loader such as Bobcat
Backhoe	Greaser
Barrel Grappher Deveices (All)	Grinder with Attached Picker
Blade Operator - all types	Heavy Equipment Robotics Operator (Robotics and Maintenance)
Boat Operator - Tow*	Highloader
Boat Operator - Bridges & Dams	Hoisting Engine - 2 active drums
Boilers - 2	Horizontal Directional Drill Operator
Boom Truck	Incinerators (Haz Mat Only)
Central Mix Concrete Plant Operator	Laser Screed
Clamshell Operator	Launchhammer Wheel
Concrete Mixer Paver	Locomotive Operator Standard Gauge
Concrete Saw Operator - Self-Propelled	Master Environmental Maintenance Mechanic
Crane (Overhead)	Mechanics and Welders
Crane Operator	Mucking Machine
Derrick or Derrick Trucks	Piledriver Operator
Ditching Machine	Power Pac & Controls (Pile Driving)
Dozer Operator	Pump and Treat Systems (Haz Mat Only)
Dragline Operator	

GROUP 1 CLASSIFICATIONS (CONTINUED)

Push Cat Operator
Quad Trac
Shovel Operator
Shuttle Buggy
Sideboom Cats
Skimmer Scoop Operator
Trench Machine Operator
Truck Crane
Ultra High Pressure Waterjet Cutting
Vacuum Blasting Machine Operator Repairs
and Maintenance

* Does not apply to boat operators covered under separate agreements.

Premium Pay All Crane with 3 yd. and over buckets - \$.25
Clamshells - 3 yd. capacity or over - \$.25
Crane, Rigs - Anything over 100 feet including Jib - \$.01 per foot - no maximum
Whichever premium is higher Contractor will pay.
No two premiums to be compounded on Crane Rig attachments.
Draglines - 3 yard capacity or over - \$.25
Hoist - each additional active drum over 2 drums - \$.25
Shovels - 3 yd. capacity or over - \$.25
Tandem Scoop - \$.50
Certified Crane Operator - \$1.50, when required by Owner, when required by the
Employer, Davis-Bacon or Prevailing Wage.
Certified Hazardous Materials Operator -- \$1.50, when required by Owner,
(Effective May 1, 2000.)

GROUP 2 CLASSIFICATIONS

A-Frame	All Forklifts and Lulls
Asphalt Hot-Mix Silo	Hoisting Engine - 1
Asphalt Plant Fireman (drum or boiler)	Locomotive Operator - narrow gauge
Asphalt Plant Man	Multiple Compactor
Asphalt Plant Mixer Operator	Pavement Breaker
Asphalt Roller Operator	Powerbroom - self-propelled
Backfiller Operator	Power Shield
Barber-Greene Loader	Rooter
Chip Spreader	Side Discharge Concrete Spreader
Concrete Mixer Operator Skip Loader	Slip Form Finishing Machine
Concrete Plant Operator	Stumpcutter Machine
Concrete Pump Operator	Throttle Man
Crusher Operator	Tractor Operator (over 50 H.P.)
Dredge Oiler	Winch Truck
Elevating Grader Operator	

GROUP 3 CLASSIFICATIONS

Boilers - 1
Chip Spreader (front man)
Churn Drill Operator
Clef Plane Operator
Curb Finishing Machine
Distributor Operator
Finishing Machine Operator
Flex Plane Operator
Float Operator
Form Grader Operator
Hydrobroom

Pugmill Operator
Roller Operator, other than high type asphalt
Screening & Washing Plant Operator
Siphons & Jets
Spreader Box Operator, self-propelled (not asphalt)
Sub-grading Machine Operator
Tank Car Heater Operator (combination Boiler & booster)
Tractor Operator (50 H.P. or less)
Ulmac, Ulric or similar spreader
Vibrating Machine Operator, no hand

GROUP 4 CLASSIFICATIONS

Grout Machine - Oiler
Oiler-Driver
Compressor over 125 CFM - 3
Conveyor Operator
Light Plants or Generators 30 KWA - 2
125 CFM Compressor Maintenance Operator - 3
Pump - 4" to 8" - 3-6
Pump 8" and over - 2
Electric Pumps 4" to 8" - 3-6
Small Machine - Refer. Art. VII, Sec. 1 B
Welding Machines - 3

Shift Differential
Swing shift twenty-five cents (\$.25) per hour
Graveyard shift fifty cents (\$.50) per hour above regular rates.

MINERS

Men working in tunnels or shafts (not air shafts or coffer dams) of twenty-five (25) feet or more in length or depth will be paid fifty cents (\$.50) per hour above the regular classification.

It is agreed by signatory employer that all equipment listed in this Agreement shall be operated exclusively by operating engineers covered by this Agreement except for written agreements which make provisions for jurisdictional assignments made by the International Union of Operating Engineers and/or by Local 513 with other building and construction craft unions.

**ARTICLE XXIV
AREAS AND SCHEDULES OF WAGE RATES
OPERATING ENGINEERS LOCAL 513**

Adair	Dent	Miller	Phelps	Scotland
Audrain	Dunklin	Mississippi	Pike	Scott
Bollinger	Gasconade	Moniteau	Pulaski	Shannon
Boone	Howell	Monroe	Putnam	Shelby
Butler	Iron	Montgomery	Ralls	Stoddard
Callaway	Knox	Morgan	Randolph	Texas
Cape Girardeau	Lewis	New Madrid	Reynolds	Washington and
Carter	Macon	Oregon	Ripley	Wayne Counties
Clark	Madison	Osage	St. Francois	
Cole	Maries	Pemiscot	Ste. Genevieve	
Crawford	Marion	Perry	Schuyler	

On any commercial or industrial construction project which includes building construction and also when the total project cost is estimated to exceed one million dollars (\$1,000,000), this collective bargaining agreement shall apply to all site work and site preparation as defined in this agreement until such time as the building construction contractor moves on the site and actual construction of the building itself is started, beginning with the digging of the excavation for the building.

On pump stations, the heavy and highway contract shall apply, but upon commencement of the forming of the floor slab for the building of that pump station, the building contract shall apply.

From then on and until completion of the building itself, the collective bargaining agreement between the Union and Outstate Building Agreement of the Union, shall apply to all work on the project site.

Upon completion of the building construction by the building construction contractor any additional site work or improvement shall be completed under the terms of this collective bargaining agreement between the Union and this Employer.

Building construction is hereby defined to include building structures, including modifications thereof or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of, and foundations for, building construction.

Hourly wage rate increases or increases in the contributions to the Welfare Fund of Engineers Local Union No. 513 and/or Local Union No 513 Pension Fund at the Union's option, will be as follows:

Effective Dates

FRINGE BENEFITS:	<u>May 1, 2003</u>	<u>May 1, 2004</u>
Pension:	\$6.20 per hour	\$6.45
Health & Welfare:	4.45 per hour	4.70
JATF:	.55 per hour	.55
Annuity:	<u>1.80 per hour</u>	<u>2.05</u>
Total:	<u>\$13.00</u>	<u>\$13.75</u>

2 1/2% supplemental dues - 2 1/2% of gross wages will be deducted from wage rate and sent to the vacation fund with other benefits.

WAGES (include \$1.10 Vacation):

	<u>May 1, 2003</u>	<u>May 1, 2004</u>	<u>May 1, 2005</u>	<u>May 1, 2006</u>	<u>May 1, 2007</u>	<u>May 1, 2008</u>
Group 1	\$21.70	\$22.45	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase
Group 2	\$21.35	\$22.10	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase
Group 3	\$21.15	\$21.90	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase
Group 4	\$17.50	\$18.25	\$1.40 increase	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase
Home Office/Permanent						
Shop Mechanic/Welder	\$21.45	\$22.20	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase
Mechanic/Helper	\$20.95	\$21.70	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase	\$1.40 Increase

APPRENTICES: Salary is based on Group 1 wages of \$21.70.

First Year 65%:	\$14.59
Second Year 75%:	\$16.84
Third Year 80%:	\$17.96

Job Classifications - Wage Rates
Special Wages and Wage Provisions

HIGHEST APPLICABLE RATE shall be paid for all hours worked that day. Scheduled increases for all classifications during the term of the Agreement are as follows:

IT IS AGREED by the parties that any omissions or typographical errors will be corrected.

ARTICLE XXV
PRE-BID CONFERENCE

In areas where open shop work is predominant; the Union, at its sole discretion, may grant relief to the Employer if the Union feels relief is in the best interest of the parties. This issue shall not be arbitrable. All signatory contractors bidding on that same job shall be given the same relief.

The Agreement as amended herein shall remain in effect through April 30, 2009.

Signed the 21 day of May, 2004.

LOCAL UNION 513 INTERNATIONAL
UNION OF OPERATING ENGINEERS

By Richard Dickens
Richard Dickens
President & Business Manager

ASSOCIATED GENERAL CONTRACTORS
OF MISSOURI, INC.

By Duane A. Kraft
Duane A. Kraft

By John Lindsey
John Lindsey
Treasurer