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Title: **Builders Association and International Union of Operating Engineers (IUOE), Local 101 (2003)**

K#: **8224**

Employer Name: **Builders Association**

Location: **Kansas City MO**

Union: **International Union of Operating Engineers (IUOE)**

Local: **101**

SIC: **1541**

NAICS: **23621**

Sector: **P**

Number of Workers: **3200**

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K8224
3,200 workers
23 pgs.

JOINT AGREEMENT

OPERATING ENGINEERS
LOCAL #101

Between THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Association", and the OPERATING ENGINEERS, LOCAL UNION NO. 101, hereinafter referred to as the "Union".

ARTICLE I
DECLARATION OF PRINCIPLES

That there shall be no limitation as to the amount of work a man shall perform during his working day.
That there shall be no restriction in the use of machinery or tools.
That the foreman shall be selected by and be the agent of the employer.

ARTICLE II
DEFINITION AND SCOPE

This Agreement shall cover, but shall not be restricted to, all building work as defined in the following paragraphs of this Article of this Agreement.

The word "work" when used in this Agreement means all private and public building construction. Building construction is hereby defined to include building structures, including modifications thereof or additions thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of and foundations for building construction. All excavation, site grading, clearing, backfilling and compaction required to be performed within the building and on the building site shall be defined as building construction.

This Agreement shall also include all work on refineries, pump houses, lift stations, sewerage disposal plants, water treatment plants, all towers, power houses and all storage tanks and elevators.

This contract shall also include the production of materials from a point or location which has been specifically opened to provide materials for the project.

The following shall be covered by this Agreement when on building sites:

Docks	Sidewalks
Pile Driving	Sewers
Piers	Utilities
Tunnels	Water Mains
Retaining Walls	

ARTICLE III
HIRING PROCEDURE

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

1. 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 selections and referrals 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.

2. The Union shall be the sole and exclusive source of referrals of applicants for employment, subject to the following:

   a. Employers signatory to or otherwise bound by the Joint Agreement with the Builders' Association, or the Individual Building Agreement, may

      (1) employ workmen direct who have been laid off by an individual employer within the past twelve (12) months and said individual employer desires to re-employ the same workman; provided said workman is properly registered and is available for such employment. Employers must notify the Union within twenty four (24) hours of such rehiring in order to remove men from the out-of-work list.

      (2) call for workmen by name if such workmen are properly registered, provided said workmen are available for such employment. Such workmen must have been on the "A" out-of work list for at least 2 days. An operating engineer laid off or terminated within the past twelve (12) months by a signatory contractor may be recalled immediately by said contractor; such employee shall furnish proof of said employment by check stubs or any other legitimate means in order to qualify for such re-employment.

3. The Union shall require all applicants who have not previously registered to submit a resume of experience and qualifications.

4. Applicants for employment shall re-register for employment within sixty (60) days in order to maintain an up-to-date source of qualified applicants for employment. Applicants who do not re-register will be assumed to have found other employment or that they do not desire to be dispatched for other reasons. Applicants who re-register will not lose their place on the out-of-work list. Late applicants will be placed at the bottom of their appropriate group.

5. The Employer shall give the Union at least twenty-four (24) hours' when requesting referrals. The Union shall refer qualified 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.

6. The Employer shall have the right to accept or reject any applicant for employment.

7. Nothing contained herein shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, qualifications or skill, regardless of the employee's place on the out-of-work list from which he is entitled to be referred.

8. If an applicant, upon being referred in regular order, refuses to accept three referrals, the applicant's name may be placed at the bottom of the appropriate list from which the applicant is entitled to be referred.

9. Applicants will be penalized by losing their position on the appropriate registration list for engaging in any of the following conduct: Failing or delaying without good cause to report to a contractor after

dispatch from the hiring hall; quitting a contractor's employ without notice; willfully misrepresenting employment qualifications; violating a contractor's safety practices and regulations; willfully violating provisions of the applicable labor agreement.

10. Applicants for employment will first be required to produce acceptable evidence of a clean drug screen before being permitted to register on the out-of-work list if they were either rejected or terminated by their last employer because of an unsatisfactory drug screen.

11. The Employer will, when requesting referrals from the Local Union, (a) specify the number of employees required; (b) the location of the project; (c) the nature and type of construction involved; (d) the work to be performed; and (e) such other information as is deemed necessary by the Employer in order to enable the Union to make proper referral of applicants.

12. Except to the extent that applicable collective bargaining agreements may call for drug testing, or where required by government regulations, no employee or applicant for employment shall be required by the employer to take a physical examination or complete any application for employment forms or to furnish a medical history.

13. Employees shall not be required to sign equipment inspection certification reports or forms of any type or for any reason, except where required by government regulations.

14. 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 the applicant qualified.

15. Applicants for employment shall be classed in the following groups:

GROUP A

Group A consists of those applicants for employment, in order of their registration, who have worked as operating engineers for employers signatory to an appropriate collective bargaining agreement for a minimum of 4,000 cumulative hours within the past five (5) years.

GROUP B

Applicants for employment, in order of their registration, who have worked as operating engineers for an employer signatory to an appropriate collective bargaining agreement for a cumulative total of more than 2,000 but less than 4000 hours within the past five (5) years.

GROUP C

Applicants for employment, in order of their registration, who have worked as operating engineers for an employer signatory to an appropriate collective bargaining agreement for a cumulative total exceeding 1,000 hours.

GROUP D

All other applicants for employment, in order of their registration, who are available for employment as operating engineers.

16. Retirees receiving a pension benefit and who desire to work the allowed 39 ½ hours per month must be registered on the out-of-work list before being employed.

17. An apprentice not satisfactorily completing the Apprenticeship Program shall not be allowed to apply the hours accumulated while in the Apprenticeship Program toward meeting the requirements for classification in Group A, B or C above.

18. In an effort to allocate work on as equitable basis as possible, a referral to "short term" employment will not necessarily cause an applicant for referral to be removed from the out-of-work list. Referrals to "short term" employment will be handled as follows:

    a. An applicant referred to and who works for a single employer for one (1) to four (4) days (the days need not be consecutive) will retain the applicant's place upon the out-of-work list.

    b. Employees referred from the out-of-work list who work from five (5) to twenty (20) days for the same contractor will not be removed from the out-of-work list but will have their placement on the list adjusted to reflect the number of days actually worked.

    c. After having worked twenty-one (21) days or more for the same employer, an applicant's name will be removed from (or placed at the bottom of) the out-of-work list.

19. Nothing herein contained shall prevent the transfer of an employee from one job within the jurisdiction of the Local Union to another.

20. It shall be a violation of this Agreement for an Employer to induce another employer's workmen to quit and register on the unemployed list so said workmen may be eligible for recall under the provisions of this Article.

21. All officers and Business Representatives of the Union, who have had experience in any one or more of the Occupational Classifications of work contained in this Agreement, and all foremen and superintendents employed by individual contractors in the area covered by this Agreement, who have previously had work experience in the area covered by this Agreement in one or more of the occupational classifications contained in this Agreement, shall be deemed to be employed at the trade, and it is the intent of this section to provide that upon return to the employment of an individual contractor as an employee at the trade, such officer, business representative, foreman or superintendent does so with the same preference as if such individual had continually worked for individual contractors. The period of years in Group A, B or C above shall also be extended for any period of incapacity, due to sickness or injury, or for military service.

22. Any employer, employee or applicant for employment aggrieved by the operation of such registration facilities or referral office of the Union as applied to him/her shall have the right to submit this grievance under the grievance procedure of the applicable collective bargaining agreement.

23. The Union accepts full responsibility for lawful administration of the hiring hall procedure, herein set forth, including the non-discriminatory and lawful referral of employees to the employers and the Union shall indemnify and save the employers harmless from any claims, suits, judgments, and administrative hearings, rulings and decisions and from any other form of liability as a result of hiring employees under the provision of the hiring hall herein set forth.

ARTICLE IV
UNION SECURITY

1. It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those construction site employees who are not members on the effective date of this Agreement shall, after the seventh (7th) day following the effective date of this Agreement, and in the case of

off-site employees after the thirtieth (30th) day, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, after the seventh (7th) day for construction site employees and after thirty (30) days for off-site employees following the beginning of such employment, become and remain members in good standing in the Union.

The failure of any employee to become a member of the Union as herein provided 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 employee on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his union membership in good standing by his failure to pay the periodic dues of the Union shall, upon written notice to the employer by the Union to such effect, obligate the employer to discharge such person. The foregoing shall apply only in states in which union security is lawful.

ARTICLE V
JURISDICTION OF AGREEMENT

The jurisdiction of this Agreement shall extend to and include the following counties in Missouri and Kansas:

AREA I

Benton	Linn (Kansas)
Buchanan	Pettis
Cass	Platte
Clay	Ray
Clinton	Johnson (Kansas)
Henry	Jackson
Lafayette	Johnson (Missouri)
Leavenworth (Kansas)	Wyandotte (Kansas)
Miami (Kansas)	

AREA II

Andrew	Harrison
Atchison	Holt
Bates	Howard
Caldwell	Linn
Carroll	Livingston
Chariton	Nodaway
Cooper	Mercer
Daviess	Saline
DeKalb	Sullivan
Gentry	Worth
Grundy	

ARTICLE VI
JURISDICTION OF WORK

The Association hereby recognizes the jurisdiction of the Union over work to be that work which has historically and traditionally been performed heretofore by members of the Operating Engineers in the geographical area of this Agreement.

It is also agreed that if a jurisdictional dispute should occur, involving the Union and another Union affiliated with the Building and Construction Trades Department, AFL-CIO, that there shall be no stoppage of work because of such dispute. If the Unions involved and the Association are unable to settle the dispute, the disputed work shall proceed as assigned by the contractor, and the problem shall be referred to the International Presidents of the Unions involved to seek a settlement by them or their assigned representatives.

ARTICLE VII
WORKING RULES

1. **TIME.** The work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 A.M. and 9:00 A.M. and end between 2:30 P.M. to 5:30 P.M. The lunch period shall begin sometime between (3 ½) to (5) hours after the agreed starting time (excluding overtime). Engineers required to work during their lunch period shall receive the overtime rate. Engineers shall receive time and one-half for all time they are required to work prior to their normal starting time or after 8 hours or normal quitting time Monday through Friday, or all day on Saturday. An operator and/or his oiler while actually engaged in servicing a craft receiving double time for overtime work, and who are employed by the same employer, shall also receive double time for that overtime. (Applies only to the individuals actually servicing and having the same employer as the double time craft and not other engineers on the job or project, or who are employed for other employers.)

If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten hours a day or over 40 hours a week must be paid at time and one-half. All make-up hours are voluntary.

In special circumstances when an owner requests or where other valid reasons exist which preclude working the normal eight (8) hour periods set forth above, a different eight (8) hour work day may be established by the employer at straight time rate of pay. Prior notification to the Union is required in any such circumstances.

Overtime shall be computed at one-half hour intervals.

Overtime on Sundays and named holidays shall be at double time.

Employees covered by this contract when put to work shall receive not less than four (4) hours pay at the applicable rate that day (weather permitting). When employees are required to work more than four (4) hours but less than a full shift, they shall receive a minimum of eight (8) hours pay except when work is halted due to weather. If workmen start to work any time after noon, not having worked any time before noon, they shall receive a minimum of four (4) hours pay (weather permitting).

Engineers or Oilers working on night shifts shall receive not less than eight (8) hours pay (weather permitting) when put to work.

On the first day, notwithstanding any provisions in the contract to the contrary, when and if hired, an Engineer, Oiler or Apprentice shall be paid from the time they report on the job, for actual hours worked, with no less than four (4) hours pay (weather permitting) for the day.

2. If an operator is ordered to stay on the job by the employer then he is considered to be working and shall be paid accordingly.

If engineer or oiler reports for work, and it is decided not to go to work, he shall receive one (1) hour time for reporting, time and one-half for Saturday, double time for Sundays or holidays.

3. Engineers or oilers working more than two (2) hours overtime shall be allowed thirty (30) minutes for lunch without loss of time.

4. A contractor may alter the regular work week to four (4) ten hour days (where law allows) at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week (except for circumstances set out in Section 1 of this Article) and the regular work week shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular work week due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

Prior notice shall be given by the employer to work 4-10's in order to invoke this agreement.

5. **SHIFT WORK.** Where work is carried on for two or more shifts of engineers or oilers, working eight (8) hours forty (40) hours shall constitute a week's work. Engineers and oilers on night shifts to be allowed thirty (30) minutes for lunch without loss of time. On night shifts if engineers and oilers show up, and it is decided not to work, they must receive four (4) hours time (weather permitting), and if they start to work must receive eight (8) hours time (weather permitting). Where shift work is carried on through Saturday and/or Sunday such shifts shall be paid at time and one-half and double time respectively using the first, or 8:00 A.M., shift as the criteria for the second and/or third shifts.

Employer must notify steward on the job, or business agent, twenty-four (24) hours previous to starting of shift work. When engineers and oilers are employed on night shifts they shall receive not less than three (3) consecutive shifts. Starting time of shifts will be 8:00 A.M., 4:30 P.M., and 12:30 A.M. without intermission between shifts. All shifts shall be paid for eight (8) hours work. Starting time may be advanced one hour to conform with the majority of skilled trades employed on the job.

(On Shift work where job is being completed and it requires two (2) hours or less to complete, engineers and oilers may complete work at the overtime rate. If it requires more than two (2) hours the following shift of engineers and oilers must be employed and paid for the full shift of eight (8) hours.)

When shifts are worked, the second shift shall receive fifty cents per hour above the day shift and the third shift shall receive seventy-five cents per hour above the day shift.

6. **EQUIPMENT.**

A. All boilers used for the heating of materials or power purposes for building and construction work, shall be in charge of a Operating engineer; wherever steam is supplied from such boilers for the operation of steam pumps, siphons, or pulsometers.

Where steam or air is used on such apparatus as jack hammers, jets or pumps; etc., and power comes from other than a construction plant, an engineer shall be employed only where one is required.

Where there is an attached machine to Operating engine boiler, it must be in charge of and operated by an engineer.

B. **Elevators.** Elevators used in the Operating or lowering of material or rubbish in the construction of new building shall be in charge of and operated by an engineer. (Elevator is defined as a cage or platform being raised or lowered by mechanical means.) If the elevator in a new building being constructed is a push button or automatic elevator and has been certified for public use by the local codes administrator (or other governing agency) and there are five (5) or more floors on which there is actual construction work in progress then an operating engineer is required. If there is four floors or less of actual construction work in progress, then no operator for the elevator shall be required.

Push button or automatic elevators in existing buildings (rehab or remodel) used for Operating or lowering of material or rubbish and which have been approved for public use shall not require an engineer.

If any employee is assigned to an elevator it shall be an engineer.

Small electric chain-fall type hoists with hand button controls will not require an operator unless performing continuous Hoisting operation, exclusive of installation.

CONCRETE PUMPS, TEST OR PRESSURE PUMPS, SIPHONS, JETS AND WELL POINT SYSTEMS & STEAM JENNIES: Engineers will be required on the operation of concrete pumps, test or pressure pumps, jets, well point systems, de-watering systems and steam jennies. There shall be no limit on the number of pieces of equipment used in well point and de-watering systems by an operator. No engineer will be required on the operation of any electric automatic de-watering systems or pumps. If any one is assigned to such equipment it shall be an engineer.

7. **SMALL MACHINES.** Small machines are hereby defined to be mixers, air compressors, non-electric welding machines, pumps, light plants and generators, and conveyors, regardless of motive power.

When an oiler is otherwise employed on the job, five of such machines, per employer, on the job will be operated under his supervision and the oiler on the job will be allowed such time to properly care for such machines.

When an engineer is not otherwise employed on the job, five of these machines, per employer, may be operated without an engineer, but said operation will not in any manner affect the craft jurisdiction involved.

If an employee is assigned to any small machine, it shall be an engineer employed under this contract.

A maintenance operator shall be required with six (6) of these small machines, per employer, and such worker shall be permitted to maintain and operate ten (10) such machines. Thereafter a maintenance operator will be required with each additional ten (10) machines or fraction thereof in use. There shall be no limit on the number of power operated heaters that an engineer may operate. Large heating units with automatic controls which could be approved as a permanent installation will not require an operator even though such units are being used on a temporary basis only to furnish heat during construction.

Under the preceding paragraph, there shall be no limitation as to the number or kind of small machines a maintenance operator may maintain and operate in any one day so long as the total number of such machines in operation at any one time does not exceed the maximum number permitted for such operator under the preceding paragraph. (This clause is intended to permit maximum flexibility, but is not to be construed as a device for deliberately and flagrantly circumventing the manning requirements of small machines.)

8. **REPAIRS.** If an outside engineer or teamster mechanic is making the repairs the operator may be shifted and the oiler sent home. In this situation if overtime is involved and the operator is not involved in making the repairs he shall not be required to be employed on overtime.

When an outside non-engineer or non-teamster mechanic is sent out to make repairs the operator is retained and the oiler sent home.

All hand tools required for repairs shall be supplied by the employee.

9. **MASTER MECHANIC.** Where more than four (4) engineers are employed on any job excluding excavation, paving, oilers and apprentices by the same employer, there shall be a working Master Mechanic on each job and he shall receive 50¢ an hour over the highest rate of pay and he shall continue to perform his current job as an operating engineer. When two (2) or more shifts are worked, Master Mechanics shall be employed as set forth above on any shift wherein the number of engineers employed on that shift meet the requirements for same.

Where **more than seven (7)** engineers are employed on any job excluding excavation, paving, oilers, apprentices and assistant crane operators, the Master Mechanic shall cease running equipment but will assist in the repairs, he will coordinate and will direct the operating engineers on the job site.

The Master Mechanic when there are more than seven engineers shall be appointed by the Union from among that employer's engineers working on the job.

Master Mechanics shall be retained by the employer after once hired until the permanent work force is reduced to six (6) or less engineers. Master Mechanics shall not be required to stay on the project when an individual engineer or engineer and his oiler are required to work overtime. Master Mechanics may be retained by the employer, at the employer's discretion, as the permanent work force is reduced.

10. **PITMAN CRANES.** An engineer shall be required on any dual-purpose, truck-mounted, Pitman Crane or similar type used primarily for Operating and lowering. An engineer shall not be required when used primarily for hauling and while loading and unloading material from the bed of said Pitman Crane and stockpiling said material.

11. **OILERS & FIREMEN.**

A. In the entire jurisdiction of this Agreement Oilers or Apprentices shall be employed on all Motor Cranes. Oilers or Apprentices shall be employed on the second piece of any of the following equipment and such oiler will service both pieces of such equipment. The same manning will apply on each two pieces of equipment thereafter: Cranes (Tower or Track under 100 Tons); Clam Shells; Drag Lines; Power Shovels, and Backhoes of more than one yard bucket capacity.

B. Track Cranes of One Hundred (100) Tons and over:

(1) In the jurisdiction of the contract other than Jackson, Platte and Clay counties in Missouri and Johnson and Wyandotte counties in Kansas, Track Cranes of 100 tons and over shall have an oiler or apprentice. The oiler or apprentice so employed may service a second track crane of 100 tons or over if located on the same project.

(2) In the counties of Jackson, Platte and Clay in Missouri and Johnson and Wyandotte in Kansas, a Track Crane of 100 tons and over operating at a project site shall have an oiler or apprentice. If the employer has a second Track Crane of 100 tons or over on the same project operating or at another project site within the five-county area, then the first oiler or apprentice may service both pieces of equipment, even though the equipment may be located at different job sites. The same manning shall apply on each two pieces of equipment thereafter.

C. If on any one project there are two pieces of equipment as enumerated in the above paragraphs (Paragraphs A & B of Section 11.), then an oiler shall be required for those two pieces of equipment.

Drilling and boring contractors shall not require an oiler until they have three pieces of any of the following equipment: Truck or crane-mounted boring machines or cranes.

An Oiler assigned to any equipment may also care for small machines and operate bobcats on an intermittent basis. ("Intermittent" shall be considered two (2) total hours or less).

Oilers will not be required on self-propelled hydraulic cranes 55-ton capacity or less (manufacturer's rating) nor on backhoes of one yard capacity or less.

Oilers will not be required on boring machines or drilling rigs when used on residential or garden-type apartment projects.

Oilers must clean, oil, fuel and make machines ready for work. If such duties are performed before regular starting time, then the oiler shall receive overtime pay for such time. Oilers are required to hook mats, help change or replace cables, or assist operator on anything that applies to the operator's work. The oiler shall work under the supervision of the operating engineer. Oilers shall not be assigned work normally performed by journeyman engineers without the consent of the Business Agent. At the contractor's option, an oiler may be required to start his duties thirty minutes before the normal start time and end his normal work day thirty minutes early at straight time when so working, the oiler shall eat lunch at the option of the employer.

Once an oiler is required to man two pieces of equipment or more, as stated, that oiler shall be employed for the rest of that normal work day and shall perform any work as required by the employer. If there is to be additional overtime work during the same day, the oiler shall be required only if two or more pieces of equipment are working during the overtime.

12. **ASSISTANT CRANE OPERATOR.** At the option of the employer, an operating engineer may be employed as an "assistant crane operator" in order to train such operating engineer as a crane operator. The assistant crane operator must be an operating engineer journeyperson. The assistant crane operator shall be considered the same as an oiler for purposes of meeting oiler manning requirements.

To qualify for the assistant crane operator position, the journeyperson operating engineer must pass one of three (3) qualifying tests required of certified crane operators nationally or have verification of significant previous practical experience with Operating equipment; or such crane operator applicant must pass a standard load chart test for third-year apprentices. (These tests shall be controlled and administered by the Joint Apprenticeship Committee.) Each assistant crane operator shall be given a minimum of twenty (20) hours per month operating in the seat, field conditions allowing.

The assistant crane operator's beginning wage rate shall be $3.00 less than the Group I wage rate in effect when the assistant crane operator begins the training process; the assistant crane operator shall receive the full fringe benefits package. After the first three months, the wage rate shall be increased $1.00; after the second three-month period, the assistant crane operator's wage rate shall be increased another $1.00 after the third three-month period, the assistant crane operator's wage rate shall be increased to the then-current Group I rate.

13.1 **PAYDAYS.** The pay week shall end at the end of the shift Sunday. Engineers and oilers will be paid before quitting time every Friday night, but not later than 4:00 P.M., for all time worked up to and including the Sunday preceding payday or waiting time shall be charged at the regular scale.

13.2 Any employer who fails to have sufficient funds in the bank to meet all pay checks issued to employees shall be liable also for the cost of collecting the amount due and the defaulting employer is to be

deprived of the right to pay by check. When an employee covered by this Agreement is laid off, he must be paid immediately.

13.3 All deductions, including regular and overtime hours, shall be furnished on detachable legible check stubs to each employee on regular pay day.

13.4 The employer shall provide workmen's compensation insurance against injury or occupational disease and unemployment compensation protection for employees whether or not required to do so by Missouri or Kansas state law.

14. **HOLIDAYS.** New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving Day and Christmas are holidays. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work to be performed on Labor Day, except in case of jeopardy to work under construction. This rule is applied to protect Labor Day.

15. **LAYOFFS.** Any engineer being laid off any time during the day for any reason shall immediately lay up his equipment for the remainder of the day, and he must remain away from it for the remainder of the day unless he is called to report back to work, in which case he shall receive not less than eight (8) hours time at regular scale of wages. When an employee is discharged or laid off, the employee shall be paid in full by check on the job at the time of such discharge or layoff. When an employee is kept waiting for the money, the employee shall receive four (4) hours pay at the straight time rate for each day until the employee is paid.

When two (2) or more engineers are working on the same job, no engineers are allowed to be laid off, and one of the other engineers take his place for the remainder of the day.

Engineers will be permitted to make but four (4) changes in one day, and if he makes a change he shall be paid for the entire work period at the highest rate of pay he worked. There shall be no limit on the number of daily changes an engineer may make when performing excavation and/or paving work; however, the four (4) change daily limit shall apply to utility trenching work.

An engineer shall not be limited on changes he/she can make for a Masonry Contractor.

An engineer shall not be limited on changes he/she can make between a fork lift and another machine for single story steel construction.

The engineer or oiler regularly employed on a machine shall work the regular and overtime hours on such machine.

16. **SAFETY RULES.** All machines operated by employees covered by this Agreement must be safely protected from falling material, and properly protected from inclement weather.

Engineers shall demand a suitable shelter be built over his machine and shall cease work if shelter is not built. All insurance rules for safety precautions shall be adhered to, and without engineer being discriminated against for same. The contractor shall provide heat in all cranes and cherry pickers.

Where two (2) or more drums are operated on two or more separate loads, engineers will not be permitted to have more than one drum in operation at one time.

If personal protection equipment is required on the job site by the owner or contractor (safety boots, safety glasses, hard hats, etc), all mandatory equipment shall be furnished by the employer. If steel-toed boots are required, then the employer shall pay $70.00 to the employee towards the cost of purchasing such boots. No employee shall receive this reimbursement unless the boots are actually purchased and no more than once in a two year period.

17. **STEWARD.** Steward shall be appointed from current employees by Local 101 and shall have seniority rights on the job over all new employees in the bargaining unit, who are hired for that project, provided he is qualified for remaining work. A steward shall be a working employee who shall, in addition to his work, be permitted to perform his union duties during working hours. The Union agrees that such duties shall be performed as expeditiously as possible, and at a time during the shift when his duties as steward will not hamper or stop the work of the trades, and the contractor agrees to allow the steward a reasonable amount of time for the performance of such duties.

18. **SANITATION AND DRINKING WATER.** Sanitary toilet facilities and sanitary drinking facilities and good drinking water shall be furnished by the contractor on the job. Ice water is to be furnished by the contractor during hot weather when deemed necessary.

19. **MANNING OF EQUIPMENT.** In the event the employer fails to properly man the classification of equipment which is covered by this Agreement, the Business Agent may, after notification to employer and Association of manning deficiency, send operator out at noon on the following day if the problem is not resolved. (If person is dispatched he or she will receive eight (8) hours for that day.)

20. A contractor signing this Agreement must man all equipment at all times (except for emergencies) with employees who receive proper contractual wages and fringes for all hours worked.

ARTICLE VIII
PICKET LINE CLAUSE

It will not be considered a violation of this Agreement for employees to refuse to cross an on-site, lawful, primary picket line nor shall any employee be discriminated against for such refusal.

ARTICLE IX
UNION RECOGNITION

It is specifically agreed by and between the parties hereto that on all building and construction job sites, including the shops and yards of contractors, all work within the jurisdiction of the Union shall be performed by engineers under the terms and conditions of this Agreement.

ARTICLE X
ARBITRATION

1. Except as provided in Article XVI, Section 3, and in Section 4 of Article X, and in those specific instances only, the Union agrees that during the term of this Agreement, they will not cause, authorize or permit or take part in any strike, slow-down, sit-down, picketing, cessation of work, and the employers agree that during the term of this Agreement they will not suspend work or lock out their employees.

All grievances, disputes or claims (hereinafter called "grievances"), which may arise with respect to wages, hours and conditions of employment or the enforcement or interpretation of any of the terms of this Agreement are to be reported within 15 calendar days of occurrence and are to be promptly processed and settled in accordance with the provisions of this Article.

Should any dispute arise which cannot be adjusted between the contractor involved and the Union, it shall, as a second step, be taken up between a representative of the Union and a representative of the Association.

2. In the event the dispute is not settled within ten (10) days, either the Association or the Union may take the dispute into the third step by referring the matter to arbitration at any time within fifteen (15) days after the meeting of the Union representative and the Association representative 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 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 (Union or Association) shall immediately thereafter name an arbitration representative. The Association and the Union arbitration representatives shall then seek to agree upon an impartial arbitrator. If within ten (10) days after the notice of intention to arbitrate has been mailed no impartial arbitrator has been agreed upon the Union and 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 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.

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 Union and the contractor will pay for their respective arbitration representatives. The expenses of conducting the arbitration hearing, including the services of the impartial arbitrator, are to be paid by the losing party. (This shall be determined by the arbiter.)

4. If either the employer, Association or the Union refuses to arbitrate any dispute as provided for in this Article as written or if either the employer or the Union, after any dispute has been settled in any step 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 of the employer in the event of an employer's failure to comply with such settlement, or for the member of the Association to lock out his employees in the event of the Union's failure to comply with such settlement. This paragraph 4 shall not be applicable to enforcement of any provisions relating to sub-contracting within this Agreement.

In the event the parties hereto fail to reach agreement on the issue or issues the decision of the issue or issues shall be referred to the impartial arbitrator.

5. It is understood and agreed that any employer who has given his bargaining rights to the Association whose membership in the Association is terminated for any reason during the period of this Agreement, shall nevertheless continue to be fully bound to all the terms and conditions of this contract until its expiration date, including specifically the arbitration procedure contained in this Article and any agency or representative created herein.

ARTICLE XI
SUB-CONTRACTORS

1. In all counties of Area I as set out by this Agreement, the employer agrees that whenever any work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures or other works is subcontracted, it shall be subcontracted only to subcontractors who are party to a current agreement with Local 101, or who agree to become such a party. Owners of construction equipment who operate their own equipment and do not have wages and fringe benefits paid on behalf of themselves for all hours worked shall not be eligible to participate as a subcontractor.

2. For all other counties covered by this Agreement the employer agrees that whenever any work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures or other works is subcontracted, it shall be subcontracted only to employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

3. With respect to paragraph 2 above, any employer who subcontracts work covered by this Agreement shall require any non-signatory subcontractor employer to supply him with weekly payroll records

and any other information necessary to assure compliance with paragraph 2, upon request. Such information will then be made available to the Union upon the Union's request.

ARTICLE XII
OTHER AGREEMENTS

Members of the Association are automatically entitled to advantages of any lower rates or better terms and conditions than set forth in this Agreement if obtained by any employer of employees represented by the Union on any work covered by this Agreement in the geographical area covered by this Agreement.

ARTICLE XIII
SPECIAL PROJECT AGREEMENTS

The Union and the Association, at the request of either party, will hold pre-bid conference to consider and make adjustments of wages and working conditions on individual projects where conditions relating to these projects are mutually deemed warranted.

ARTICLE XIV
FRINGE BENEFITS AND SUPPLEMENTAL DUES

1. **HEALTH AND WELFARE.** In addition to the wages set out in Article XIX of this Agreement and as may be amended, each employer agrees to pay for all work performed in the areas shown in Article V, Four Dollars and twenty cents ($4.20) per hour for each payroll hour, into the Local Union Number 101 Health and Welfare Fund and the parties hereto agree to be bound by the terms and provisions of the Trust Agreement establishing such Health & Welfare Fund.

2. **PENSION.** In addition to the wages set out in this Agreement each employer agrees to pay for all work performed by all covered employees, **except for 1st year apprentices**, in the area shown in Article V, Four Dollars ($4.00) per hour for each payroll hour, into the Operating Engineers' Local 101 Pension Trust Fund, and the parties hereto agree to be bound by the terms and provisions of the Trust Agreement establishing such Pension Fund.

3. **EMPLOYEE SAVINGS ACCOUNT.** In addition to the wages set out in this Agreement, each employer agrees to pay for all work performed in the area shown in Article V, One Dollar and five cents ($1.05) per hour for each payroll hour, into the Operating Engineers' Local 101 Vacation Fund, which will then be transmitted into the United Labor Credit Union to be credited to his individual account. (This shall be added to wages in making the required statutory deductions and the full One Dollar and five cents [$1.05] remitted to the Fund.)

4. **APPRENTICESHIP.** In addition to the wages set out in this Agreement, each employer agrees to continue to pay for all work performed in the area shown in Article V, twenty-five cents ($.25) per hour for each payroll hour, to a jointly administered trust fund established for the purpose of providing for the training of apprentices. The payment and reporting of this contribution shall be made in the same manner and on the same forms provided for the payment of other fringe benefit programs required under Sections 1 and 2 of this Article.

5. **SUPPLEMENTAL DUES.** During the term of this Agreement and continuing thereafter and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the employer shall deduct from the wages of all employees covered by this Agreement eighty-three cents ($.83) per hour for each payroll hour as supplemental dues.

The Union and the Association agree that twenty-three cents ($.23) of the above supplemental dues may be used to establish a Target Program. The money shall be under the control of the Union but any Target Program or other amendment to this Agreement shall be done only with approval of the Association.

6. **BUILDERS' INDUSTRY ADVANCEMENT FUND.** In addition to the wages set out in this Agreement, each employer agrees to pay for all work performed in the area shown in Article V, twenty-five cents ($.25) per hour for each payroll hour to the Builders' Industry Advancement Fund. This Fund is administered by a committee appointed by the Association and has been created to train and improve the efficiency of workmen, to improve conditions of the building industry as a whole, for industry, public and labor relations, and to enter into any other undertaking whatsoever that will serve to advance and promote the building industry.

7. **CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM (CISAP)** In addition to the wages set out in this Agreement, each employer agrees to pay for all work performed in the Area shown in Article V, nine cents ($.09) per hour for each payroll hour to the Construction Industry Substance Abuse Trust Fund. This industry-wide drug testing program fund has been instituted to reduce substance abuse and to improve the efficiency and safety of work performed.

8. Enforcement of Sections 1, 2, 3, 4, 5, 6 and 7 above shall be governed by and in accordance with Article XVI of this Agreement.

ARTICLE XV
VACATION RULES

1. Pursuant to a resolution to be adopted by the Trustees of the Operating Engineers Local 101 Vacation-Holiday Fund, effective for the life of this Agreement, the Trustees of said Fund will immediately transfer all payments made pursuant to Article XIV, section 3 of this Agreement to the United Labor Credit Union for deposit into employee savings accounts in the United Labor Credit Union.

2. Said transfers will be made by the Trustees in the name of individual employees, and the United Labor Credit Union will be responsible for the correct disbursement of the funds into each employee's account.

3. The United Labor Credit Union will acknowledge receipt of all funds transferred pursuant to this Article and certify deposit of said funds into the appropriate employee account on reporting forms agreeable to the Trustees. Thereafter, the funds will be the property of, and under complete and exclusive control of, the individual employees and the Trustees will have no further responsibility for or control over said funds.

ARTICLE XVI
ENFORCEMENT OF ARTICLES XIV & XV
FRINGE BENEFIT CONTRIBUTIONS

1. The employers agree to furnish the trustees of each trust fund established under Article XIV and XV, upon request, such information and reports as the trustees may require in the performance of their duties under the agreements and declaration of trust. The trustees or any authorized agents or representatives of the trustees shall have the right at all reasonable times during 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. It is further agreed by the employers that a duly authorized officer or officers of Operating Engineers' Local 101 shall at all reasonable times during business hours be provided such information on and reports as may be necessary or desired to establish or verify compliance with payments

into the Operating Engineers Local 101 Vacation Fund. It is further agreed that enforcement provisions of the following sections 2, 3, 4, 5, and 6 of this Article XVI shall apply to the Operating Engineers' Local 101 Vacation Fund, and to the Builders' Industry Advancement Fund.

2. No employee shall have the option to receive instead of the benefits provided for by the agreements and declarations 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 cash consideration in lieu of such benefits either upon termination of the trust therein created or through severance of employment or otherwise.

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 trustees 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, with a copy to the Association, direct the employees of such employer to discontinue or refuse to work for such employer until all sums due from that employer under the appropriate section by the 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 the collective bargaining agreement to the contrary notwithstanding.

4. The Trustees of the aforementioned benefit Funds have the specific authority to require all Employers covered by this Agreement that have been habitually delinquent in making required contributions, to post a bond or other assurances, as defined below, to guarantee the payment of fringe benefits. The adequacy of the bond or other assurances shall be reasonably determined by fringe benefit bond guidelines established by the Trustees.

Some Employers may not be able to procure a bond. In order to provide choices for each Employer to consider, the Trustees may allow for the following other assurances, in lieu of a bond:

A. Irrevocable Line-of Credit to the Funds,
B. Cash Bond
C. Escrow Deposit
D. Pre-Pay estimated Fringe Benefits weekly

5. 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 from the employer under the provisions of Article XIV.

6. Payment of sums due under Article XIV shall be made to the trustees in accordance with this Agreement. If payment of such sums are made later than the 25th of the following month, the employers agree to add ten per cent (10%) to the amount due as liquidated damages.

7. If the trustees incur liabilities for attorney's fees in order to assist them in the collection of delinquent payments due under Article XVI and the ten percent (10%) damages under Section 5, the employer agrees to pay in addition to such sums and damages, a reasonable attorney's fee incurred by the trustees.

ARTICLE XVII
SUBSISTENCE AND MILEAGE ALLOWANCE

1. When an employer sends equipment and the operator beyond the normal work area and said employees are required to remain away from their home, the employer and operator will mutually arrive at a fair and equitable amount for cost of meals and lodging.

2. Where crane rental companies are moving a piece of equipment from job to job during the day and company transportation is not furnished the crane operator will receive thirty-two cents ($.32) per mile allowance in connection with such move, or the current IRS rate.

ARTICLE XVIII
EQUAL EMPLOYMENT OPPORTUNITY

The employers and the Union agree that they will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color or national origin, and that they will comply with all provisions of Executive Order 11246, and rules, regulations and relevant orders of the Committee on Equal Employment Opportunities established by the President of the United States provided such rules are consistent with National Federal Labor Laws.

ARTICLE XIX
SCHEDULE OF WAGE RATES

Classifications	Effective Date 4-1-03
Master Mechanic	$28.16
Crane (Tower or Climbing) and Other cranes with over 150 ft. of boom (including the jib but less than 225 ft.)	$27.66
Cranes with 225 feet of boom or over (including jib) receive a premium of $1.25 per hour	$28.91

Classifications	Effective Date 4-1-03
GROUP I	$26.31
Boring Machine	
Cranes 150 ft. or less of Boom	
Overhead Cranes	
Hydraulic Cranes	
Cherry Picker	
Pile Drivers	
Derrick and Derrick Cars (Power Operated)	
Clamshells	
Concrete Mixer Paver	
Draglines (See Section 19.3) Grade-all - similar type	
Hoist Operator (Drum and Cable type)	
Assistant Crane Operator	(See Article VII. Section 12)

Classifications	Effective Date 4-1-03
GROUP II	$25.50
Asphalt Paver and Spreader	
Asphalt Plant Mixer Operators	
Asphalt Plant Operator	
Back Hoe, all types	
Barber - Green Loader (similar type)	
Blade - Power, all types	
Boats - Power	
Bobcat or Skid-Loader	
Chip Spreader (front man)	
Concrete Pump (with tower, 50¢ per hour additional)	
Concrete Saws, Self-propelled	
Curb Finishing Machine	
Ditching Machine	
Dozers	
Finishing Machine	
Greaser	
Hoist Operator (Personnel or Material Hoist)	
Hydra Hammer (all types)	
Loaders - all types	
Locomotives - all types	
Mechanic and Welder	
Mucking Machine	
Pumps - Materials - all types	
Rollers - all types	
Self Propelled Rotary Drill	
Shovel, Power	
Side Boom	
Testhole Machine	

Classifications	Effective Date 4-1-03
GROUP III	
Oiler	$20.55
Oiler Driver, Mechanic's Helper	$21.35
Elevator Operator, Automatic or Push Button	$21.55
Maintenance Operator, see Article VII, Section 7	$23.91
"A" Frame Trucks	$24.16
Fork Lift - all types and sizes (Including Masonry and Pallet Stacker)	
Brooms - Power operated (all types)	
Mixers (with Side Loaders)	
Pumps (with well points) De-watering systems, test or pressure pumps	
Tractors (except when hauling material) less than 50 H.P.	

The wage rates set forth in the above schedules are reduced by $2.00 per hour in Area II.

Effective April 1, 2004, an increase of One Dollar and Sixty cents ($1.60) per hour for all groups, (with the exception of the Oiler, Oiler Driver and Mechanic's Helper which shall receive ($1.40) per hour) shall be added to wages, or at the option of the Union shall be applied wholly or in part to existing fringe benefit funds by written notice to the Association at least thirty (30) days prior to April 1, 2004.

Effective April 1, 2005, an increase of One Dollar and Fifty cents ($1.50) per hour for all groups, (with the exception of the Oiler, Oiler Driver and Mechanic's Helper which shall receive ($1.30) per hour) shall be added to wages, or at the option of the Union shall be applied wholly or in part to existing fringe benefit funds by written notice to the Association at least thirty (30) days prior to April 1, 2005.

Effective April 1, 2006, an increase of One Dollar and Fifty cents ($1.50) per hour for all groups, (with the exception of the Oiler, Oiler Driver and Mechanic's Helper which shall receive ($1.30) per hour) shall be added to wages, or at the option of the Union shall be applied wholly or in part to existing fringe benefit funds by written notice to the Association at least thirty (30) days prior to April 1, 2006.

19.1 **Shift Work Premiums**: (See Article VII, Section 5)

19.2 **Hourly Premiums**

Clamshells, 100 feet of boom or over (excluding jib)	$ .25
Draglines, 100 feet of boom or over	$ .25
Hoists, each additional drum over 1 drum	$ .25
Pile Drivers, 100 feet of boom or over (excluding jib)	$ .25
Crane Certification, when required by owner	$1.00

Classification of wages for new equipment shall be negotiated between the Association and the Union within seven (7) days after equipment has been marketed in the area.

19.3 **Wages for Apprentices**

A. The apprentice rate is a percentage of the journeyman wage rate for the appropriate classification for the area he is employed, as established in the collective bargaining agreement. This hourly percentage shall be rounded to the next higher multiple of five cents. The rate of wages for apprentices shall be 100% of oiler scale when an apprentice is employed as an oiler.

B. The following schedule of twelve (12) month periods shall be the hourly rate of wages for:

APPRENTICE		
First year	- 65%)	
Second year	- 75%)	of the Group I rate in the area where employed
Third year	- 85%)	

C. The pay rate of the Apprentice shall be for the proper period of training as determined by the Committee and as stipulated in the Apprenticeship Agreement.

D. Fringes. Apprentices shall receive all fringe benefit payments included in the collective bargaining agreement covering the area in which he works, **except that a first year apprentice or trainee shall not have a pension contribution paid on them.**

ARTICLE XX
SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid state, municipal or federal laws, rules and regulations and any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this agreement so in conflict, to be superseded, annulled, but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, 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 articles or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within two (2) weeks, either party shall be permitted to take the issue to arbitration.

ARTICLE XXI
DRUG AND ALCOHOL POLICY

It is understood that no employee shall consume or be under the influence of drugs or alcohol while at work.

The parties agree to incorporate herein by this reference the Mo-Kan Construction Industry Substance Abuse Program (CISAP) Agreement they have entered into and dated April 1, 2003. As a condition of employment, an employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP program.

The joint apprenticeship committee may institute a pre-employment drug-testing program for apprentices.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then an employer may require a blood alcohol content test or urine drug test on any employee who has been involved in an accident on the job, or when the employer has reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place, or prior to hiring a new employee. Such drug and alcohol test must be carried out in a professional and accurate manner.

ARTICLE XXII

THIS AGREEMENT shall be effective April 1, 2003, and shall remain in full force effective until and including March 31, 2007, and shall be automatically renewed from year to year thereafter unless opened by either party hereto for changes or termination by a notice to the other party at least sixty (60) days prior to the expiration date.

Dated this 1st day of April, 2003.

THE BUILDERS' ASSOCIATION

James L. Dutton Jr.

OPERATING ENGINEERS LOCAL UNION NO. 101, AFL-CIO

Rodger Kammerer

LABOR BULLETIN

NO. 10-03

THE BUILDERS' ASSOCIATION

Serving Missouri and Kansas

Dan Morgan, President

Administrative Offices at 632 West 39th Street • Kansas City, Missouri 64111 • (816) 531-4741

March 31, 2003

TO: CONTRACTOR MEMBERS SIGNATORY THROUGH THE BUILDERS' ASSOCIATION TO THE JOINT AGREEMENT WITH OPERATING ENGINEERS' LOCAL 101 (CONTRACT TERM: APRIL1, 2003 AND EXPIRING MARCH 31, 2007)

As a result of recent negotiations, the Operating Engineers Local #101 and The Builders' Association have agreed to a four year agreement with increases of $1.60, $1.60, $1.50 and $1.50 for each consecutive year of the agreement for Groups I, II & III, Master Mechanics and Crane Operators with the exception of the Oiler and Oiler Driver classifications which will receive increases of $1.40, $1.40, $1.30, and $1.30 for each consecutive year of the agreement.

Except for Oiler and Oiler Driver classifications, the Operating Engineers have agreed to **distribute the April 1, 2003 scheduled economic increase** of $1.60 per hour as follows: One dollar ($1.00) shall be distributed to wages and sixty cents ($.60) shall be distributed to health and welfare. For the Oiler and Oiler Driver classifications, the economic increase of $1.40 per hour will be distributed as follows: Eighty cents ($.80) shall be distributed to Wages and sixty cents ($.60) shall be distributed to Health and Welfare.

Effective April 1, 2003, hourly wage rates will be as follows:

- Master Mechanics': $28.16
- Crane (tower or climbing) and other cranes with 150-225 feet of boom: $27.66
- Cranes with over 225 feet of boom: $28.91
- Group I: $26.31
- Group II: $25.50
- Group III:
  - Oiler: $20.55
  - Oiler Driver and Mechanic's Helper: $21.35
  - Elevator Operator (automatic or push button): $21.55
  - Maintenance Operator: $23.91
  - "A" Frame Truck, Fork Lift--all types and sizes (including masonry and pallet stacker), Brooms – Power Operated (all types), Mixers (with side loaders), Pumps (with well points) de-watering systems and test or pressure pumps, and Tractors (except when hauling material) less than 50 H.P.: $24.16

Please note: Area II wages are $2.00 less per hour.

In addition to these increases, employers will begin to contribute $.09 per hour to the new drug testing program, the Construction Industry Substance Abuse Program ("CISAP").

In addition to wages, **fringe benefit contributions effective April 1, 2003** are Health and Welfare, $4.20 per hour; Pension, $4.00 per hour; Vacation, $1.05 per hour; Industry Advancement, $.25 per hour; Apprenticeship, $.25 per hour; CISAP Drug Testing Program, $.09 per hour.

Dues DEDUCTED FROM WAGES, $.83 per hour.

Work Rule Changes include the following:

1. Miami and Leavenworth counties in Kansas are added to Area I.
2. Added a clause that "all required hand tools of the trade shall be supplied by the employee."
3. There will be unlimited "machine changes" between a forklift and one other machine for single-story steel erection.
4. A "mechanic's helper" classification shall be added and shall be paid at the same wage rate as an "oiler driver".
5. A new and innovative, industry-wide drug-testing program (called the "Construction Industry Substance Abuse Program", CISAP) has been approved. Details of this exciting new program, how it will be implemented, and how this will benefit our industry will be addressed in a further bulletin. The cost to the employer will be $.09 per hour.

If you have any questions, please contact the Association office.

Sincerely yours,

THE BUILDERS' ASSOCIATION

Skip Hutton

James L. (Skip) Hutton
General Counsel

JLH:mm