

OPERATING ENGINEERS

JUNE 1 MAY 31

2020 - - - 2025

RESIDENTIAL, COMMERCIAL AND PUBLIC WORKS AGREEMENT

Between

BITUMINOUS PAVING CONTRACTORS
OF GREATER ST. LOUIS
PAVING CONTRACTORS ASSOCIATION

And

OPERATING ENGINEERS LOCAL NO. 513

Affiliated with

INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

BITUMINOUS PAVING CONTRACTORS
RESIDENTIAL, COMMERCIAL AND SMALL PUBLIC WORKS
AGREEMENT
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COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into the first day of June 2020, by and between the **BITUMINOUS PAVING CONTRACTORS OF GREATER ST. LOUIS PAVING CONTRACTORS ASSOCIATION**, for and in behalf of companies who have designated that Association as their collective bargaining agent, hereinafter referred to as the Employer, and **LOCAL UNION NO. 513**, affiliated with the **INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**, hereinafter referred to as the Union.

ARTICLE I

Intent and Purpose - Area Limits - Recognition

Section 1.01 - It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

Section 1.02 - It is the intention of the parties that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates, pay, wages, hours, working conditions and adjustment of grievances.

Section 1.03 - This Agreement shall apply to all employment of employees covered hereunder by the Employer party hereto on "Bituminous Paving Work" in the City of St. Louis, St. Louis County, Jefferson, Franklin, St. Charles, Lincoln, and Warren Counties, Missouri.

Bituminous Paving shall be described as grading, installation of base rock, asphalt, and all other work related to a bituminous paving project. If a dispute arises as to whether or not certain work is site or bituminous work, such dispute will, within forty-eight hours, be presented to a committee consisting of three members of the Greater St. Louis Paving Contractors Association and three officers of Operating Engineers Local 513 to decide such issue. If no agreement is reached, the dispute shall proceed to the grievance procedure established in this agreement and the parties agree to be mutually bound by the final result of such procedure. If such procedure is not followed, the Union reserves the right to order the contractor involved in such dispute to stop the portion of work in dispute.

Section 1.04 - The Union agrees that any Employer who is a party to this

Agreement shall have the privilege of operating outside of St. Louis and St. Louis County, and counties of Jefferson, Franklin, St. Charles, Lincoln, and Warren under existing agreements or extensions thereof in the territorial jurisdiction of the Union, providing the Employer becomes signatory to said Agreement.

Section 1.05 - Definition and Scope - This Agreement shall cover all bituminous paving work on all residential, all commercial and public work projects except bituminous paving work contracted with the Missouri State Highway and Transportation Department and municipal road work of five thousand (5,000) tons or greater. The bituminous paving work previously stated, which is excluded from this Agreement, shall be worked under the Bituminous Pavers' Agreement covering such work. Bituminous paving work may also include work which is contracted with the Federal Government or any political subdivision except as excluded above.

Section 1.06 - The Employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours and other conditions of employment in the unit consisting of Operating Engineer Equipment Operators, Operating Engineer Apprentices, Operating Engineer Mechanics, Operating Engineer Mechanic Trainees, who are employed in the City and County of St. Louis, Missouri, and the Missouri counties of St. Charles, Jefferson, Franklin, Warren, and Lincoln.

Section 1.07 - With regard to representation of employees of the job site unit when working in the Employer's home office yard or permanent shop and/or yard, and permanent employees working in the Employer's home office yard or permanent shop and/or yard who historically and traditionally have been members of the Operating Engineers craft, it is understood that the Employer will abide by this Agreement with regard to wages, fringes and other contract benefits. This clause will not change any existing historical and traditional work patterns of Local 513 in the Employer's home office yard or permanent shop and/or yard, and allows the Union the right to represent such employees when working in the Employer's home office yard or permanent shop and/or yard.

Section 1.08 - The Employer agrees that it is in the best interests of job progress and efficiency to, insofar as possible, develop and encourage a uniform labor policy on any particular job.

Nothing in this Article shall be construed to limit or restrict, in any way, the Employer's right to determine which portions of the work, if any, the Employer may perform with his/her own employees or may subcontract to others.

However, the Employer agrees that he/she will not subcontract asphalt paving work except to subcontractors who agree in writing to pay to and provide for their

employees wages and fringe benefits no less than those specified in this Agreement, including a) straight time hourly wage rates, b) premium rates, c) overtime rates, and d) welfare and pension benefit contributions.

ARTICLE II

Union Security

Section 2.01 - 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 this 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 members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of 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. However, the mechanic and/or the mechanic trainee shall be on probation for up to thirty (30) days. If, in the opinion of the Employer, the employee is not performing a satisfactory job, the employee may be discharged without recourse.

Section 2.02 - The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union of 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, to forthwith discharge such person. Further, the failure of any person to continue payment of the periodic dues of the Union as required herein shall upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 2.03 - The acquisition of Union membership required herein shall obligate employees to do no more than pay an initiation fee and dues for the first month. The obligation to maintain Union membership shall be limited to payment of the periodic dues of the Union.

Section 2.04 - The Employer shall not be required to discharge any employee for non-compliance with this Article until such time as such employee is replaced by a qualified employee, and if the Union requests the discharge of any employee for non-compliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of

the Union.

Section 2.05 - Should the National Labor Relations Act be amended at any time during the term of this Agreement in such manner that the Union or the Employer would be privileged to seek different provisions relating the Union Security, then in such event, this Agreement may be reopened at the option of the Union or the Employer for renegotiation of the question of Union Security, but shall not be reopened on any other question, except as may be hereinafter provided. If the Union or the Employer desires to exercise such option under such circumstances, it shall give a sixty (60) day prior notice of its intention to do so, and should the Union exercise said option, it shall be free to strike in support of same, anything to the contrary in this Agreement notwithstanding.

ARTICLE III

Manner of Employment

Section 3.01 - Right to Hire - The Employer shall have the right to employ or not to employ any qualified person it desires including but not limited to those offered by the Union as employees, and to discharge any employee for cause; provided, however, that the Employer, in the matter of hiring and firing shall not discriminate in any way against members of the Union, nor against any employee or applicant for employment for his/her union sympathies, beliefs, or activities or 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.

The Union office provides a valuable and essential service to the Employer and the industry in maintaining a supply of qualified workmen. In recognition of this service, and in order to maintain its efficiency, the Employer may endeavor to use the Union offices to secure qualified employees.

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 substance 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.

Section 3.02 - Apprenticeship - 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.

The apprentice may be moved from job to job by the Employer to provide the needed training for his/her apprenticeship. Operating Engineer apprentices may be assigned to any equipment in the bargaining agreement, according to the ability of the apprentice.

When a registered apprentice is performing operator duties, the ratio of apprentices to journeypersons will be no more than one apprentice for up to 6 journeypersons, no more than two apprentices for seven to twelve journeyperson and so forth, in increments of 6, without the consent of the business agent in that area and the training Administrator/Coordinator, seeing the opportunity for an additional apprentice to receive on-the-job learning, never to exceed the ratio of one apprentice to one journeyperson. When an apprentice is performing oiler duties, the ratio of apprentices to journeypersons will be one apprentice to one journeyperson. Any Employer may employ an apprentice, however, under no circumstances shall an apprentice perform journeyperson work on any project where no other journeyperson in the employ of 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 wage rate per hour plus payment into Welfare Fund. After the apprentice has completed his/her first year of the apprenticeship program, the Employer shall also make payment into the Pension Trust on the apprentice's behalf.

1st year - 55%
2nd year - 65%
3rd year - 80%

ARTICLE IV

Job Classifications - General Work Duties

General Working Conditions

Section 4.01 - Operator Duties - The duties of the Operator will be those incident to the operation of the equipment to which he/she is assigned, including greasing, oiling, etc.

He/she may be permitted to take his/her machine out of production at the Employer's discretion at a given time during the afternoon to again grease for the afternoon work.

Section 4.02 - Mechanic and Mechanic Trainee - The Mechanic or Mechanic Trainee shall do repair work of any and all kinds upon equipment including the repairing, maintenance, welding, oiling, fueling, greasing, and loading and unloading of equipment. The Employer has the right and shall have the option to send repair work to any shop, and shall not be required to perform any or all repair work with his/her own employees.

ARTICLE V
Hours of Work - Overtime Compensation
Shift Work - Show Up Time

Section 5.01 - Hours of Work - The regular work day shall begin at 8:00 a.m. However, the starting time of an employee may be advanced or delayed at the discretion of the Employer. All employees are expected to report for work each morning and each afternoon following their lunch period unless notified before quitting time or before the lunch period not to do so. When an employee starts to work and stops work due to inclement weather, he/she shall be paid for actual hours worked. If an employee starts to work in the afternoon and stops work, for any reason, the employee shall be paid for actual hours worked.

For emergency work in the public interest, i.e., snow removal, starting time will begin when employee starts to work. The contractual overtime rate shall be paid for all hours worked between midnight Saturday and midnight Sunday or from midnight to midnight on Holidays, with a guarantee of two (2) hours show up and four (4) hours if employee begins work.

Section 5.02 - When an employee is discharged for other than lack of work, he shall be paid in full at time of discharge. When an employee quits, he shall wait until the next regular pay period for his check. When an employee is laid off because of lack of work, the Employer may mail the employee's check without penalty, provided it is postmarked no later than the next regular work day following the layoff. The Employer shall pay the employee two (2) hours time at the straight time rate per day of delay up to a maximum of ten (10) hours. Employee must notify the Union and the Employer within five (5) days after his layoff that he has not been paid or the penalty for late payment will stop.

Section 5.03 - Show Up - An employee shall receive no less than one (1) hour of pay at straight time:

- (a) when employed on a job and upon reporting for work the following

morning employee is notified there is no work to be done,

- (b) or when ordered out and upon reporting on the job, or work, at the time ordered, and not put to work,
- (c) or when employee starts the day and is stopped or laid off before working at least one (1) hour,

unless prevented from starting or stopped from working by the failure of other employees to appear, or by failure of the Employer to receive materials, or on account of bad weather, ground conditions, or by other causes beyond the control of the Employer.

If an employee is requested to report to the Employer's yard and perform operators' work prior to being transported to the job site, he/she shall be paid for the work. When operators report to the yard solely for transportation, his/her time shall start at the regular starting time.

Any employee unable to work because of physical condition, lack of safety apparel as required, or inability to perform work assigned shall not be entitled to show up time.

Section 5.04 - The regular work week shall consist of six (6) days, Monday through Saturday.

Section 5.05 - Overtime - In this contract all work over forty (40) hours during the work week shall be paid at time and one-half the hourly rate. Work performed on Sunday and Holidays shall be paid at double the hourly rate. All overtime shall be computed at one-half hour increments.

In the event an employee has completed his regular shift and left the site of the work and is called back to perform the work, such employee shall be paid a minimum of two (2) hours.

ARTICLE VI

Miscellaneous Working Conditions

Section 6.01 - Mealtime - Lunch shall begin between the fourth and sixth hours after starting time on the job. Where possible, employees shall arrange to eat alternately to permit work to proceed continuously but this shall not be construed to deprive an employee of mealtime privilege.

Section 6.02 - Holidays - The following days, or the days observed as such, shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. No work shall be done on these days except in emergency.

When any of the above holidays fall on Sunday, the Monday following shall be observed as such holiday.

Section 6.03 - Shifting Employee - Any employee may be shifted by the Employer without restriction from one (1) piece of equipment to another.

Section 6.04 - Repairing Equipment - The engineer may repair the equipment he/she operates with the following exceptions:

Where the engineer does not perform the work, then a mechanic or a mechanic trainee in the employ of the Employer or an outside vendor may make the needed repairs.

Should the Employer desire to lay off the engineer when repairs to the equipment are being made, the engineer shall receive actual hours worked on the day of the breakdown.

Section 6.05 - Loading Equipment - The float driver will be permitted, to load and unload any equipment. If no driver is available, the operator will be permitted to deliver and pick up equipment.

Section 6.06 - Payday - Pay week shall end on Sunday with payday on the following Friday. Employees shall be paid before quitting time every Friday night but no later than 4:30 p.m. for work performed during the prior work week. All wages shall be payable by the Employer in United States currency or in negotiable checks.

The Employer shall comply with the Federal laws by furnishing check stub or receipt showing gross amount of check, itemized deductions, and hours worked (or amounts for) both regular and overtime.

Any Employer who fails to have sufficient funds in the bank to meet all paychecks 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.

Section 6.07 - Safety - Employees shall furnish their own hard hats and suitable shoes on jobs where required. The employees shall familiarize themselves with the safety

policies of the Employer and agrees to adhere to such policies. The Employer agrees that there shall be safe conditions where employees are working. All Company or Owner mandated Personal Protective Equipment (P.P.E.) for eyes, face, head and extremities, protective clothing, respiratory devices and protective shields and barriers shall be provided and paid for by the Employer or Owner.

On the day of an injury resulting from a job site accident, the employee shall not suffer loss for time spent receiving medical attention or, if the attending physician will not permit his return to work for the remainder of the shift.

Section 6.08 - Protection - Reasonable protection and heat in cold weather shall be provided for the Operator, including winter fans, summer fans, umbrellas, and side curtains. Employee shall be responsible for taking due care of the protective equipment. Protection shall be provided in the form of a building or enclosure with roof covering of sufficient strength to withstand the force of falling debris or other matter when Operator is operating equipment in or around a building under construction where such hazard exists. If job is large enough for a Foreman, a change shed and adequate sanitary facilities will be provided if requested.

Section 6.09 - Surety - The Employer shall secure and maintain a surety bond in the minimum amount of \$25,000.00 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 Union shall not furnish employees to any Employer who has not secured such bond.

Section 6.10 - Insurance - The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though not required to do so by Missouri State Law.

The Employer shall furnish to the Union satisfactory evidence of his/her compliance with such provisions of this Section.

Section 6.11 - Drinking Water - The Employer shall furnish suitable drinking water with ice during warm weather and sanitary drinking cups at all times.

Section 6.12 - Visiting Job - It is further agreed that the duly authorized representatives of the Union carrying proper credentials shall be allowed to visit jobs during working hours to interview the Employer or employees but in no way shall hinder the progress of the job. Employer will make all possible arrangements for such access to job sites including to restricted areas wherever possible.

Section 6.13 - Voting Time for Employees - RS Mo. Section 129.060-1. Any person entitled to vote at any election held within this State, or any primary election held in preparation for such election, shall on the day of such election be entitled to absent himself from any services or employment in which he is then engaged or employed for a period of three (3) hours between the time of opening and the time of closing of the polls for the purpose of voting; and any absence for such purpose shall not be sufficient reason for the discharge of or the threat to discharge any such employee from such services or employment: and any such employee if he votes shall not because of so absenting himself be liable to any penalty, nor shall any deduction be made on account of such absence from his usual salary or wages; provided, however, that request shall be made for such leave of absence prior to the day of election, and provided further, that this section shall not apply to a voter on the day of the election if there be three successive hours while the polls are open in which he is not in the service of the Employer. The Employer may specify any three hours between the time of opening and the time of closing the polls during which such employee may absent himself as aforesaid.

If required, employee shall have form signed at polling place to indicate vote has been cast. Form shall be furnished by the Employer.

Section 6.14 - Physical Examination - The Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law or by a project owner, or in any reasonable manner for the purpose of promoting safety in the following circumstances: when there is reasonable cause to believe that an employee has used or is under the influence of such substances during working hours; when an employee has been involved in an accident involving personal injury or property damage on the job. Positive test results indicating the presence of unprescribed marijuana, cocaine, opiates, amphetamines or phencyclidine in any quantity, or blood alcohol of 10-100ths of 1% or more by weight, shall be grounds for dismissal.

Section 6.15 - If an operating engineer in the employ of an Employer signatory to this Agreement is made a defendant in a suit by a third party because of some action of the employee while he is performing his duties as an operating engineer then the Employer will furnish counsel in such suit provided the employee was carrying out the orders and directions of the Employer in the performance of the work.

ARTICLE VII

Grievance Procedure and Arbitration

Section 7.01 - Any difference arising between employee and Employer with reference to any conditions of employment, except jurisdictional disputes, affecting employees subject to this contract that are not covered hereunder, or to the interpretation of this contract and any other grievances of the parties hereto that cannot be satisfactorily adjusted by the Employer and the Job Steward shall be referred to the Business Agent of the Union and the proper officials of the Employer.

All grievances that cannot be settled between the officials of the Employer and the representatives of the Union shall be referred to the Board of Arbitration (if requested by either the Union, the Employer, or the respective Association of which the Employer is a member) consisting of three (3) members, one of whom shall represent and be appointed by the Union, one (1) of whom shall represent and be appointed by the Employer, and the two (2) thus chosen shall select the third. The Union and the Employer shall select their respective representatives within five (5) days after receipt of written notice by one (1) from the other requesting arbitration. Failure of the two (2) thus chosen to agree upon a third member to complete the Board within a period of ten (10) days after notification by one (1) party to the other of the selection of the last named of the first two (2) members, then either may request from the Federal Mediation and Conciliation Service a panel of arbitrators from which a selection may be made by the parties. This individual selected shall serve as the third member of the Board of Arbitration. The decision of the majority of the Board of Arbitration shall be final and binding on all concerned. Each of the parties hereto shall pay the compensation of their own representative and the compensation of the third member and other expense of such arbitration shall be borne equally by the Employer and the Union. However, if arbitration is not requested either by the Union, the Employer, or by the Association on behalf of a member Employer, the Union reserves the right to use its economic power in support of its demands, and in such event it is agreed by both parties that any such action taken by the Union shall not constitute a violation of this Agreement notwithstanding any provision of this Agreement to the contrary.

No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of filing of written complaint with the Employer or the Union in such arbitration proceeding. Nothing herein contained shall prevent an employee from presenting his individual grievance as provided for and guaranteed by the Labor Management Relations Act of 1947.

ARTICLE VIII

Strikes - Lockouts

Section 8.01 - Except as otherwise provided herein employees shall not cease work, slow down, or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract, and the Employer shall not lock out any employee covered hereunder during said term.

ARTICLE IX

Picket Lines

Section 9.01 - It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross any picket line and perform any work in any instance where:

- (a) The purpose of the picketing is lawful, is duly authorized by the Union picketing and the Building Trades Council of St. Louis, if so required, and
- (b) The establishment thereof is not contrary to, or in violation of any law or this Agreement.

ARTICLE X

Jurisdictional Questions

Section 10.01 - The employees shall perform all jobs as directed by the Employer, regardless of craft jurisdiction. The Employer shall assign the work in a manner that is not contrary to decisions or agreements of record in accordance with the established practice of the majority of bituminous paving contractors in the area. The Employer shall not require any employee to perform work that the employee is not capable of performing. Any dispute involving this matter shall be resolved between the Union and the Employer.

Section 10.02 - There shall be no stoppage of work because of jurisdictional dispute.

ARTICLE XI

Exoneration

Section 11.01 - During the term of this contract the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic or any work stoppage, or slow down of work, or walkout by any of the employees covered hereunder, of the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

Section 11.02 - The Union further agrees that should any of its members or its agents engage in such activities without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical):

- (a) request them to immediately return to work.
- (b) advise them that they are violating the Union Agreement with said Employer, and
- (c) grant them no assistance.

Section 11.03 - It is further agreed that any employee or employees engaging in such unauthorized action shall be subject to discharge by the Employer without further notice and the action of the Employer in so discharging such employee or employees shall not be subject to dispute by the Union, or subject to arbitration.

Section 11.04 - It is further agreed that the Union will, on written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office at St. Louis, Missouri, whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

Section 11.05 - In consideration of the foregoing the Employer agrees that it will not hold said Union liable for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, supported or condoned by said Union.

Section 11.06 - It is further agreed that a concerted refusal of employees of any Employer to report for work, without cause, when requested by Employer to so report for work, shall constitute just cause for discharge.

Section 11.07 - It is understood and agreed that the Association shall not in any event be bound as a principal or Employer hereunder or be held liable as a principal or

Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer.

Section 11.08 - The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized and if not authorized the Employer will take immediate steps to rectify the situation complained of.

ARTICLE XII Management

Section 12.01 - The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work, or other reasons, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any member of the Union or in any manner contrary to the provisions of this Agreement or law.

ARTICLE XIII Benefit Fund Contributions

Section 13.01 - Benefit Fund Contributions - In addition to the per hour wage rates set forth herein, the Employer will make timely reports and contributions to the Pension Fund, Welfare Fund, Vacation Fund, Journeyman and Apprenticeship Training Fund, and the SITE Advancement Foundation. Penalties for delinquency in such reporting and payment are detailed in Section 13.06.

Upon receipt of payment of the Pension and Welfare contributions, receipts will be forwarded to the contributors. Contractors will require submission of receipts along with lien waivers on the project to make certain the contributions required by this contract have been paid in behalf of members of the bargaining unit employed by any subcontractor on the project.

The contractors agree to furnish the Trustees of such Health and Welfare Fund, upon request, such information and reports as they may require in the performance of their duties under the Agreement and Declaration of Trust.

The Trustees for the Trust Funds incorporated by reference in this Agreement have the authority to audit the appropriate payroll records of any Employer if they have evidence that an Employer is not making proper and timely contributions to said Funds. Written notice by certified mail from the Trustees requesting an audit shall be given to the Employer.

Except as provided herein for retirees, no employee shall have the option to receive, instead of the benefits provided for by the Agreement and Declaration of Trust, any part of the payment of a Contractor. No employee shall have the right to assign any benefits to which he may be or become entitled under the Agreement and Declaration 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. (Fringes shall be paid on each payroll hour, except as modified in this Agreement.)

Fringes shall be paid on each payroll hour for each employee covered by this Agreement, except that no contribution shall be made on behalf of retirees to the Pension Fund. The Employer shall pay to the Welfare Fund, on behalf of working retirees, an amount equal to the sum of the Pension and Welfare Fund. Fringe Benefit contributions other than Pension and Welfare shall be paid for Retiree's as for other employee's. For purposes of this article 13, the term "retiree" shall mean an employee who has retired and commenced receiving benefits from the Local Union 513 Pension Fund.

Section 13.02 - Pension - The Employer will contribute **twelve dollars (\$12.00)** per hour for each payroll hour for each employee covered by this Agreement, except for retirees, and who has attained membership in Local 513 to the LOCAL UNION 513 PENSION FUND.

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

Section 13.03 - Welfare - The Employer will contribute **nine dollars and forty six cents (\$9.46)** per hour for each payroll hour for each employee covered by this Agreement, except for retirees, to the WELFARE FUND OF OPERATING ENGINEERS LOCAL 513.

Section 13.04 - Supplemental Dues - The Employer agrees to deduct from gross wages four percent (4%) of the gross wages earned by employees in all counties covered by this Agreement to be paid into the Vacation Fund of Operating Engineers Local 513.

The reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Vacation Plan and the rules and regulations adopted thereunder.

Section 13.05 - Journeyman and Apprenticeship Training Fund - In addition to the per hour wage rate, the Employer shall contribute **ten cents (\$0.10)** for each payroll hour for each employee covered by this Agreement to the Operating Engineers Local 513 Journeyman and Apprenticeship Training Fund.

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

Section 13.06 - SITE Advancement Foundation (SAF) - In addition to the per hour wage rate, the Employer will contribute sixteen cents (\$.16) for each actual hour worked by each employee covered by this Agreement to the SITE Advancement Foundation

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

Primary purpose of the Fund as set forth in the Trust Agreement shall include apprenticeship training, advanced training and education, safety education and other educational and informational programs for employee and industry betterment.

Section 13.07 - Delinquency Penalties - 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 the Welfare Fund of Operating Engineers Local 513, and SITE Advancement Foundation, 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 Employer on all jobs of Employer until such reports are made and respective contributions due are paid. In addition thereto, it is agreed that the above contributions due, plus a late payment penalty equal to ten percent (10%) of the contributions due, constitute a debt owed by the Employer to said respective Funds' Trustees, and that in addition to all other remedies on account thereof available to said Trustees and/or the Union such debt 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 amount found due of such debt (including the late penalty), 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 judgement is rendered.

ARTICLE XIV
Job Classification - Wage Rates
Special Wages and Wage Provisions

Section 14.01 - Operators shall be paid the following straight time hourly rate:

Residential, Small Commercial & Maintenance Work	\$23.14
Large Commercial Work	\$28.21

Public Work Projects

On Public works projects with a prevailing wage higher than the combined basic rate and fringe benefits reflected in this agreement's Large Commercial Rate, the amounts in excess of the large Commercial Rate will appear on each employee's check as wages and not fringe benefits. On Public Works project with a prevailing wage lower than the Large Commercial Rate, or without a prevailing wage, wages and benefits will be paid at the Large Commercial Work rate.

*** The mechanic shall receive \$1.00 per hour less than the journeyman operator receives on large commercial work.

*** The mechanic trainee shall receive \$.75 per hour less than the mechanic. After the mechanic trainee completes his/her probationary period of 1 year, the mechanic trainee shall become a mechanic and receive the mechanic wage.

Large Commercial Work:

1st Year: Effective August 3rd , 2020 -- \$1.20/hr. increase to be taken as such: \$0.50/hr goes to Pension, and \$0.70/hr goes to Wages.

- 2nd Year: Effective June 7th, 2021-- \$1.20/hr. increase to be taken in wages and/or fringes at Union's option.
- 3rd Year: Effective June 6th, 2022-- \$1.15/hr. increase to be taken in wages and/or fringes at Union's option.
- 4th Year: Effective June 5th, 2023-- \$1.15/hr. increase to be taken in wages and/or fringes at Union's option.
- 5th Year: Effective June 3rd, 2024-- \$1.15/hr. increase to be taken in wages and/or fringes at Union's option.

Residential, Small Commercial & Maintenance Work:

- 1st Year: Effective August 3rd, 2020 -- \$0.90/hr. increase to be taken as such: \$0.50/hr goes to Pension, \$0.40/hr goes to Wages.
- 2nd Year: Effective June 7th, 2021-- \$0.90/hr. increase to be taken in wages and/or fringes at Union's option.
- 3rd Year: Effective June 6th, 2022-- \$0.90/hr. increase to be taken in wages and/or fringes at Union's option.
- 4th Year: Effective June 5th, 2023-- \$0.90/hr. increase to be taken in wages and/or fringes at Union's option.
- 5th Year: Effective June 3rd, 2024-- \$0.90/hr. increase to be taken in wages and/or fringes at Union's option.

Definitions:

Residential work shall include the building or construction of housing designed for occupancy as single family residences. Such residences may be two or more units on adjoining lots, or on lots designed and platted as multifamily development by a single development concern, including cooperative housing, apartments, condominiums, group of dwellings or row housing.

Small commercial work shall include such projects as fast food restaurants, service stations, medical centers comprised of doctors' offices, strip store centers of four (4) units or less which do not include supermarket(s) or large retail stores, etc.

Large commercial work shall include such projects as shopping malls or plazas,

hotels, large corporate offices, etc.

Maintenance work shall be defined as work on an existing roadway, parking area or hard surface such as rock, asphalt, concrete, seal coat, etc. This work shall include; paving and overlay, remove and replace, patching, and repair and reconstruction. If a project has both maintenance and new construction work then if 50% or more of the square yards is maintenance, then the work shall be called maintenance work. However, if 50% or more of the square yards is new construction work, then it will be classified as new construction and will be worked either as small commercial or large commercial work depending upon the size of the project.

ARTICLE XV

Miscellaneous Savings Provisions

Section 15.01 - The Agreement covers the entire understanding between the Employer and the Union. No oral or other written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon said parties hereto. Should any provision of this contract be contrary to, or in violation of any applicable existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this contract shall continue in full force and effect and be binding upon parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

Section 15.02 - Any provision of this Agreement shall be subject to renegotiation if the renegotiation thereof is agreed to by the Union and the Association.

Section 15.03 - Any employer signatory to this Agreement agrees to be bound by the terms and conditions of the Bituminous Pavers' Agreement which covers work contracted from the Missouri State Highway and Transportation Department and municipal road work of five thousand (5,000) tons or greater.

Section 15.04 - Any reference in this Agreement to the male gender shall also be understood to mean female gender.

Section 15.05 - Solely in the event of the complete repeal of Missouri's Prevailing Wage Law this Agreement may be reopened one (1) time not less than six months and not more than seven months after the effective date of the repeal. In the event the Agreement is reopened, both parties will meet and confer to discuss possible changes to the wage-rates and benefit-rates to the Agreement as necessary to preserve the work performed by the contractor's signatory to this Agreement. All terms of this Agreement will continue in full force and affect during the discussions

laid out in this section.

ARTICLE XVI

Pre-Bid Conference

Section 16.01 - Pre-Bid Conference - In areas where open shop work is predominant or non-union contractors are known to be bidding, at the request of either party, the Association and the Union agree to hold a pre-bid conference prior to bidding. The Union, at its sole discretion, may grant relief to the employers 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.

ARTICLE XVII

Termination

Section 17.01 - This Agreement shall be effective and binding upon the Employer and the Union from June 1st, 2020 until the thirty-first (31st) day of May, 2025.

Agreement shall be automatically renewed for additional period 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 at least 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 Employer or the Union gives the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect thereto, there shall be no strike or stoppage of work.

In the event of failure of the parties to agree upon such wage rates following such expiration of this Agreement 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 Employer to lock out is also reserved.

IN WITNESS WHEREOF the parties have hereunto affixed their hands on this _____
day of _____, 20_____.

Negotiating Agents

BITUMINOUS PAVING CONTRACTORS OF GREATER ST. LOUIS PAVING
CONTRACTORS ASSOCIATION/SITE IMPROVEMENT ASSOCIATION

By: _____
President

LOCAL UNION NO. 513, affiliated with the INTERNATIONAL UNION OF OPERATING
ENGINEERS, AFL-CIO, AS NEGOTIATING AGENT:

By: _____
President/Business Manager

By: _____
Recording Secretary

I hereby certify that this is a true copy of the foregoing agreement as signed.

By: _____
Representing the Bituminous Paving Contractors of
Greater St. Louis Paving Contractors Association

ASPHALT PAVING RATES

PRIVATE WORK

(Maintenance, Residential & Small Commercial)

Effective Dates	Wage Rate	Supplemental Dues	Pension	Welfare	Training	SAF	Totals
6/5/2020	\$23.14	4% Gross	\$12.00	\$9.46	\$.10	\$.16	\$44.86
6/7/2021		4% Gross				\$.16	\$45.76
6/6/2022		4% Gross				\$.16	\$46.66
6/5/2023		4% Gross				\$.16	\$47.56
6/3/2024		4% Gross				\$.16	\$48.46

1st Year: Effective August 3rd, 2020 -- \$0.90/hr. increase to be taken as such: \$0.50/hr goes to Pension, \$0.40/hr goes to Wages.

2nd Year: Effective June 7th, 2021-- \$0.90/hr. increase to be taken in wages and/or fringes at Union's option.

3rd Year: Effective June 6th, 2022-- \$0.90/hr. increase to be taken in wages and/or fringes at Union's option.

4th Year: Effective June 5th, 2023-- \$0.90/hr. increase to be taken in wages and/or fringes at Union's option.

5th Year: Effective June 3rd, 2024-- \$0.90/hr. increase to be taken in wages and/or fringes at Union's option.

PRIVATE WORK

(Large Commercial)

Effective Dates	Wage Rate	Supplemental Dues	Pension	Welfare	Training	SAF	Totals
6/5/2020	\$28.21	4% Gross	\$12.00	\$9.46	\$.10	\$.16	\$49.93
6/7/2021		4% Gross				\$.16	\$51.13
6/6/2022		4% Gross				\$.16	\$52.28
6/5/2023		4% Gross				\$.16	\$53.43
6/3/2024		4% Gross				\$.16	\$54.58

1st Year: Effective August 3rd, 2020 -- \$1.20/hr. increase to be taken as such: \$0.50/hr goes to Pension, \$0.70/hr goes to Wages.

2nd Year: Effective June 7th, 2021-- \$1.20/hr. increase to be taken in wages and/or fringes at Union's option.

3rd Year: Effective June 6th, 2022-- \$1.15/hr. increase to be taken in wages and/or fringes at Union's option.

4th Year: Effective June 5th, 2023-- \$1.15/hr. increase to be taken in wages and/or fringes at Union's option.

5th Year: Effective June 3rd, 2024-- \$1.15/hr. increase to be taken in wages and/or fringes at Union's option.

PUBLIC WORK

On Public Work Projects with a prevailing wage higher than the combined basic rate and fringe benefits established in this contract the amount in excess of the combined basic rate and fringe benefits established in this contract will appear on each employee's check as wages and not as fringe benefits. On Public Works Projects with a prevailing wage lower than the combined basic rate and fringe benefits established in this contract, or without a prevailing wage, wages will be paid according to this agreement.

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 513

Tim Sappington
President – Business Manager

Operating Engineers Local No. 513
3449 Hollenberg Drive
Bridgeton, Missouri 63044
(314) 739-3983

Journeyman's Apprentice Training School
75 Highway F
Silex, MO 63377
(573) 485-2200

Local 513 Fringe Benefit Fund
3449 Hollenberg Drive, Suite 150
Bridgeton, Missouri 63044
(314) 739-2973

SITE IMPROVEMENT ASSOCIATION

2071 Exchange Drive
St. Charles, Missouri 63303
(314) 966-2950

Terry Briggs
Executive Director

IN WITNESS WHEREOF, the parties have hereunto

Affixed their hands this _____ day of _____, 20_____.

EMPLOYER

By_____

Address

UNION

LOCAL UNION No.513 AFFILIATED WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS
AFL-CIO

By_____

President/Business Manager

By_____

Recording Secretary

It is agreed by both parties, if there are any omissions or typographical errors, the parties will correct the same.