

OPERATING ENGINEERS

2023-2028

AGREEMENT

negotiated by

SITE IMPROVEMENT

ASSOCIATION

OF MISSOURI

and

LOCAL UNION No. 513

Affiliated with the

**International Union of
Operating Engineers A.F.L.- C.I.O.**

Index

Pages

Additional Employer Preferences.....	13
Apprentice Operator/Oiler.....	18
Apprenticeship.....	15
Area Limits Recognition	05
Asphalt and Concrete Plants	32
Assembly, Disassembly, or Modification.....	31
Benefit Fund Contributions.....	39
Annuity	41
Pension.....	40
Vacation	41
Welfare	40
Collective Bargaining Agreement	05
Concrete Saw	19
Definition and Scope	07
Dewatering Systems.....	32
Dredge Work.....	32
Drinking Water	31
Exoneration.....	38
Favored Nations Clause	55
Fireman	19
Foreman	17
Fringe Benefit Remittance Procedures	44
Greaser.....	19
Grievances	15
Grievance Procedure and Arbitration.....	36
Heaters.....	25
Hiring Hall Procedures and Regulations.....	14
Holidays	28

Index**Pages**

Hours of Work	19
Inclement Weather.....	24
Insurance.....	31
Intent and Purpose	05
Job Classification.....	44
Journeyman and Apprenticeship Training Fund	42
Jurisdictional Questions.....	37
Liquidated Damage Provisions.....	43
Loading Equipment	29
Management	39
Manner of Employment.....	10
Manning Equipment	33
Mealtime	27
Mechanic and Mechanic Trainee.....	18
Miscellaneous Savings Provisions	54
Modification	15
National Training Fund (NTF)	42
Non-Discriminatory Referral.....	13
Non-Liability of Employers	14
Non-Standard Workday.....	22
Oiler	18
Operator Duties.....	17
Operators and Apprentice Operator/Oilers	46

Index

Pages

Overtime 23

Parking 35

Payday 29

Physical Examination 33

Picket Lines 37

Pickups 32

Plant Air 24

Plant Steam 24

Protection 30

Pumps, Welding Machine, and Compressor 24

Recognition 05

Referral of Employees 12

Registration 11

Repairing Equipment 29

Residential Construction 9

Residential Rates 54

Safety 30

Seniority 26

Shift Work 23

Shifting Employee 28

Signature Page 57

Site Advancement Foundation 41

Special Wages 44

Standby Machines 25

Steward 28

Strikes-Lockouts 37

Substance Abuse 34

Index

Pages

Suppertime.....	27
Supplemental Dues	55
Surety	30
Termination.....	56
Travel Expense and Transportation	35
Union Security	109
Visiting Job.....	31
Voting Time for Employees	32
Wage Rates and Wage Provisions	44
Group I.....	46
Group II	47
Group III.....	50
Group IV	51
Group IV (A)	52
Apprentices	52
Mechanic Trainee	53

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into the 3rd day of May 2023 by and between the SITE IMPROVEMENT ASSOCIATION, for and in behalf of their members who have assigned their bargaining rights to the Association, 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.

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

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 provisions 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 "Site Work: in the City of St. Louis, St. Louis County, Jefferson, Franklin, St. Charles, Lincoln and Warren Counties, Missouri.

Section 1.04 - Signatory Employers shall also apply this Agreement, except for the wages and fringes, to all employment of employees covered hereunder by the Employers hereto on all ["Site Work"] work of any such Employer in all the other counties in Missouri within the territorial jurisdiction of the Union, except as noted in Section 1.05. [provided, however, that should there exist or be negotiated during the term of this Agreement or any other collective bargaining agreement in such other counties covering any of the "Site Work" above referred to (between the Union and a recognized and authoritative contractor employer group or association), then in such event that other agreement shall supplant this Agreement within the area of such counties as it shall

cover and the Employers party hereto shall be privileged to work in those areas and counties under the terms of such agreement,] The wages and fringes shall be no less than the contractual wage negotiated for the county where the work is being performed. The additional counties in Missouri within the territorial jurisdiction of the Union are as follows:

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

Section 1.05 - 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.

Employers party to agreements between the Union and the Associated General Contractors of Missouri shall operate in St. Louis City and County and the counties of Jefferson, Franklin, St. Charles, Lincoln, and Warren, under this Agreement.

Section 1.06 - Definition and Scope - The word "Site" work when used in the Agreement means all private, public construction, federal and non-federal, performed in St. Louis and St. Louis County, and the counties of Jefferson, Franklin, St. Charles, Warren and Lincoln, with the exception of building construction, regardless of where built for the reason that building construction is a separate and distinct class of work. "Site" work shall include but not be limited to all site preparation, soil investigation, grading, hazardous waste removal, fiber optic work, and all improvements of the properties. Building construction is hereby defined to include any work in the building structure property, all areas below the lower level of the building and all improvements of the properties. Building construction is hereby defined to include any work on the building structure property, all areas below the lower level of the building and all areas within five feet of said structure including modification thereof or addition or repair thereto intended for use as shelter, protection, comfort, or convenience. However, preparation grading and excavation of all property, highway, streets, parking lots, sewer lines, main water lines on the site for building construction shall be considered "site" work. In case of any dispute as to whether or not certain work is "site" work as covered by this Agreement or building construction or other construction work and therefore not covered by this Agreement, the parties hereto agree to submit such dispute to the Grievance Procedure established in this Agreement and be mutually bound by the final results of such procedure. This Agreement does not apply to landscaping work and modular block wall work of 2500 lbs. blocks and less.

Section 1.07 - 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 Foremen, Operating Engineer Firemen, Operating Engineer Mechanics, Operating Engineer Mechanic Trainees, Operating Engineers Greasers, and Operating Engineer Oilers who are employed in the City and County of St. Louis, Missouri and the Missouri counties of St. Charles, Jefferson, Franklin, Warren, and Lincoln and on work as specified in counties as provided in this Article.

Section 1.08 - 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 1.09 - The Employer agrees that it is in the best interest 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 the Employer's own employees or may subcontract to others.

The employer shall not undermine the wage and fringe benefit standards established by this Agreement by subcontracting work that would be otherwise done by bargaining unit employees at a construction job site for performance except by subcontractors who agree in writing to pay wages and fringe benefit of monetary value in the aggregate equal to or greater than those provided in this Agreement. In the event the subcontractor does not pay wages and fringes benefits in the aggregate as provided in this Agreement, the Employer shall terminate the subcontractor and remove the subcontractor from the job site.

It is understood and agreed that this subcontractor clause requires said subcontractor to abide by and be bound by the terms and provisions of this collective bargaining agreement only for the period and on the project where the subcontractor relationship exists. It is not the intent of this clause to interfere with the normal, traditional, and customary work of the subcontractor on the job who employ other trades. Work historically, normally, and traditionally done by the other crafts will continue as usual. Conflicts over usage of any pieces of equipment not covered by this clause will be submitted to a special Labor-Management Committee to consist of the Director of Jurisdictional Disputes of the Site Improvement Association with two representatives each from labor and management.

Upon receipt of the written request of the Union, the contractor and subcontractor shall furnish to the Employer notarized certification in writing that on subcontracted work performed by employees that would otherwise be done by members of this bargaining unit have been paid wages and fringe benefits of monetary value in the aggregate not less than those provided in the agreement. Such certification shall be forwarded to the Union by the Employer within 7 business days of the receipt of the

Union's request. Non-compliance of this request shall carry a \$400 per day liquidated damage payable to Local 513 after the 7th business day.

Section 1.10 - Residential Construction - When an Employer is working on residential construction, he shall have the privilege to work under the residential rate as stated in Section 17.08 for digging and backfilling of basement proper only. The Employer shall be permitted to work under the terms and conditions of any other collective bargaining agreement in existence between the union and an Employer group or an Employer which is applicable by its terms to residential work.

Home Building or Residential Construction shall be defined as:

- (1) the building or construction of housing designed for occupancy as single-family residences, and
- (2) two or more units on adjoining lots or on lots designated and platted as multifamily development by a single development concern, including cooperative housing, apartments, condominiums, groups of dwellings or row housing, limited to two stories in height exclusive of the basement, but excluding a project let under total contract by Owner or Agency (primarily governmental), and
- (3) subdivision development, including excavating, grading, foundation construction, and street, driveway and sidewalk paving, and the construction of accessory and service buildings in connection therewith, and
- (4) construction of any other dwelling deemed to be a single-family residence under the provisions of Missouri Law.

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.

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 noncompliance 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 to 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 desired 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 - It is understood and agreed that no employees falling within the classes of persons covered by this collective bargaining agreement shall be hired except in accordance with the term of this Article. Whenever an Employer desires new or additional help the Employer shall notify the referral office of the Union, either in writing, in person, or by telephone, stating the job location, starting time, approximate duration of the job, the type of work to be performed, the number of workmen desired. Subject to the procedures

outlined in this Article, the Union referral office shall refer qualified job applicants to meet the needs of the Employer. Also, there shall be a pre-job conference whenever a Foreman is to be required when requested by either the Union or the Employer.

Section 3.02 - Registration - It shall be the sole responsibility of the Union, not the responsibility of any Employer, to establish and maintain an appropriate registration facility for qualified applicants for employment in job classifications covered by this collective bargaining agreement. Registration shall be on a monthly basis and shall be without discrimination in any manner. The following registration list shall be maintained as follows:

All applicants shall be registered on the respective appropriate list which shall show the date of their registration.

Each applicant for employment shall be expected and required to furnish such data records, names of Employers, dates and length of employment, evidence of requisite qualifications, and other related information as may be determined necessary by the Unions registration facility to enable proper referral hereunder and each applicant shall complete such forms relating to registration as shall be submitted to him.

Section 3.03 - 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 interest of the employees in their employment status within the area, and/or eliminating discrimination in employment because of membership, or non-membership in the Union, the parties agree to the following system of referral of applicants for employment:

- (A) No employee or applicant for employment shall be required by the Employer to complete any application for employment except required payroll and emergency information.
- (B) The Union shall be the sole and exclusive source of referrals of applicants for employment.
- (C) If within twenty-four (24) hours following the request of an Employer for the referral of job applicants, the Union is unable to refer needed help, then, in that event, the Employer may hire from any source; provided that if no registrant is available at the time the request for referral is made by an Employer, the Union list administrator shall so state and the Employer may hire forthwith. In this event, however, the Employer shall promptly notify the Union of persons so employed, giving their names, job classifications, and probable length of employment.
- (D) The Union shall select and refer applicants for employment without

discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements, or by color, creed, age, sex, race, national origin, or status as a veteran, nor against qualified disabled Veterans or qualified individuals with handicaps or disabilities. All such selections and referrals shall be in accordance with the following procedures.

(E) In the event the Employer violates any provision of this Article and the Employer is notified in writing by the Union Business Manager and fails to correct said violation, or violations, within twenty-four (24) hours after receipt of notice from the Union, a copy to be sent to the Managers of the respective Association of which the Employer is a member, the Union shall have the right to immediately subject said Employer to all legal or economic recourse, notwithstanding any provision in this contract to the contrary. The Union assumes full responsibility to each applicant for employment for any loss or damage resulting from referral discrimination or other violation of law by the Union, its representatives, agents, or employees operating a referral office in which it is established such violation occurred.

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

Referral of Employees - Upon the request of an Employer for the referral of applicants for work, the Union shall refer qualified registrants in sufficient number to meet the needs of the Employer as requested. The following order of referral shall prevail except as modified below and subject also to the Employer additional preferences hereinafter provided under Section 3.04:

First: Registrants requested by the Employer by name who have worked for the Employer within a period of twelve (12) months preceding the date of request for a total of at least thirty (30) days during the period, irrespective of such registrant's position on the registration list, but if the number of registrants so requested be insufficient to fill the Employer's needs, then

Second: Registrants who have worked for any Employer signatory to this Agreement within a period of two (2) years preceding the date of their registration, then

Third: All other registrants. The order of referral shall be from the current monthly appropriate registration list on a first in, first out basis, except as to registrants requested by name.

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

Fifth: All Employer requests and Union referrals out of order shall be for specific objective reasons. The Union may disregard an Employer's requests which is not for a specific objective reason. No Employer shall refuse to hire an applicant referred for the purpose of undermining or circumventing the Hiring Hall order of referral of registrants.

Section 3.04 - Additional Employer Preferences - Employers may request also the referral of specific individuals by name desired by them as employees, irrespective of their position on the registration list and these persons shall be referred to such Employer, regardless of the fact other job applicants would otherwise be entitled to prior referral; provided, however, that requests for the referral of specific individuals falling into categories Second through Fourth of Section 3.03 above shall not exceed fifty percent (50%) of the employees within the bargaining unit who will be required on a job basis, it being expressly understood that this fifty percent (50%) limitation does not apply to men employed under section 3.03 - First: fifty percent (50%) will be on a one to one basis for employees of the bargaining unit.

Each Employer shall be privileged to hire or refuse to hire at their option any job applicant referred from the Union Referral Office; provided, however, no Employer shall refuse to hire an applicant referred for the purpose of circumventing the order of referral of registrants as herein provided for.

Section 3.05 - Non-Discriminatory Referral - The referral of applicants for employment shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect of or obligation of Union membership, policies or requirements, or by race, color, creed, age, sex, national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans or qualified individuals with handicaps or disabilities.

The Union shall post at the referral office and the Employer at the job site the provisions hereof relating to the function of the hiring procedures as specified herein.

Registration lists shall be made available to Employers when requested.

Section 3.06 - Non-Liability of Employers - It is understood and agreed that it shall be the sole duty and responsibility of the Union to establish and maintain in an appropriate and legal manner hiring hall facilities; that no Employer shall have any duty or obligation to participate therein or to police or investigate the operation thereof; and that the Union shall hold the Employer harmless from any financial responsibility, liability and loss resulting from the failure of the Union, if any, to establish, maintain and administer the referral facility in a proper and legal manner. Should the Union fail to fulfill this obligation to indemnify and hold an Employer harmless as above provided, this entire Article providing for manner of employment shall henceforth become null and void.

Section 3.07 - Hiring Hall Procedures and Regulations - These hiring hall procedures and regulations represent basic guidelines for registration for referral to available work under the labor contracts of Local Union No. 513 of the International Union of Operating Engineers. Our right to register and refer men for available work is provided for in our labor contracts.

1. Registration for employment in the various groups mentioned in the contract will be open to all persons one day each month, the day being the first Monday of the month. All persons may register on that day between the hours of 7:00 a.m. and 3:00 p.m.
2. Registration shall be on a monthly basis and will not be carried forward from month to month. Provided, however, that persons who have registered but were not referred to work may request, either orally or in writing, that their previous registration be renewed for another month.
3. You must be available for contact by telephone and if you cannot be reached after a telephone call is made to the number you leave with us, you will lose your right to be referred to the work then available.
4. Persons need not be members of Local 513 in order to register and be referred out to work. But take notice that the labor contracts of Local 513 require workers to become members of the Union to the extent of payment of the Union's initiation fee and dues not later than the 8th day after going to work.
5. If a person is referred to work and then quits his job without first notifying the hiring hall, he will not be entitled to register or be referred until the next monthly registration period.
6. Any person referred to work and is afforded forty (40) consecutive straight

time hours work but works less, due to no fault of the employee, will be entitled to be put back in their original place on the hiring list.

Section 3.08 - Grievances - All disputes, differences and disagreements which may hereafter arise between the parties with respect to this Article, or between the parties and any person seeking registration and referral, shall be determined, resolved, and finally disposed of under the Grievance and Arbitration Procedures of this contract. No person shall be denied access to said procedures because of membership or non-membership in this or any other Union, or because he is not employed by an Employer obligated thereto.

Section 3.09 - Modification - This entire Article may be modified or rescinded by mutual consent of the Association and the Union at any time during the term of this Agreement of which it is a part.

The Employer shall have the right to accept or reject for good cause, to employ or not to employ for good cause, any man furnished by the Union, or to discharge for good cause any man once accepted who afterwards proves unsatisfactory to the Employer. The Union shall have the right in all instances to question whether or not the actions of the Employer were for good cause. An unqualified employee may be discharged on the day hired, with pay only for actual hours worked. It is understood, however, that the Union shall not be the sole judge of what is or what is not good cause.

If an employee does not agree that he was discharged for good cause, he has the right either directly or through the Union to submit the question to arbitration.

The Employer shall be the sole judge of and have the right to determine the number of employees required on the job or any certain portion of the work being done by the Employer. There shall be no restrictions of the use of machinery, tools, or appliances.

Section 3.10 - 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.

Therefore, Article II, Manner of Employment and Article VII are modified by this Article as they apply to apprenticeship.

The apprenticeship coordinator shall request apprentices by name from the Union referral office to fill requests to him from Employers for apprentices to fill specified jobs. The apprentice may be moved from job to job by the coordinator to provide the needed training for his apprenticeship. The apprentice coordinator will notify the Union and the Employer before he moves an apprentice from one job to another. Seniority will not apply to the apprentice during his apprenticeship. Apprentices may not be bumped by a member of

the bargaining unit.

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

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

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 Apprentice Operator/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, minorities, or women.

In order to continue employment with an employer who is signatory to a contract with the Union, the apprentice must continue the related instruction as provided for in these Standards. The Employer will be bound by the decision by the Joint Apprentice Training Committee as to whether an apprentice is eligible for continued employment.

Apprentices shall receive the following applicable percentage for the journeyman rate in Group 2 per hour plus payments into Welfare, Pension Apprenticeship, Annuity and Vacation Funds as provided in this Agreement:

1st term 55%
2nd term 65%
3rd term 80%

ARTICLE IV
Job Classification - 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 is assigned. He shall not be assigned to work as an Oiler (unless with Union consent), greaser or apprentice.

He shall grease the equipment he operates when an Apprentice Operator/Oiler, greaser or mechanic is not employed.

Should he be required by his Employer to grease, maintain, repair or operate his equipment before the regular starting time, he shall be paid a minimum of one-half (1/2) hour of contractual overtime for such work.

He may be permitted to take his machine out of production at the Employer's discretion at a given time during the afternoon to again grease for the afternoon work. Should such greasing or repairs involve overtime, he shall be paid therefore.

Section 4.02 - Foreman - An operating (working) or non-operating (non-working) foreman will be selected at the pre-job conference to be working or non-working foreman for any one employer for each shift on any one project of an employer as follows:

<u>Number of Members the bargaining unit</u>	<u>Number of working foremen required</u>	<u>Number of non-working of foremen required</u>
0-5	0	0
6-14	1	0
15-29	1	1
30-49	1	2
50-69	1	3
70-99	1	4

Foreman shall have only such authority as assigned by the Employer. Foremen shall receive not less than 50 cents per hour over and above the rates of pay of crane operators or other operators employed on each project including premiums. When two (2) or more foremen are on any project one shall be a General Foreman and receive 75 cents per hour over and above the rates of pay for crane operator or other operators employed on each project including premiums. In the event of overtime the foreman shall remain on the job

when more than three (3) employees are working. Any pickups or necessary transportation for the foreman shall be provided by the Employer.

The overtime rate for Foremen and General Foremen shall be the rate as outlined in Section 5.07.

Duties of the foreman shall be: 1) To direct employees in the performance of the work. 2) To replace any absenteeism. 3) To replace any operating engineer who has started to work and may have to leave through no fault of the Employer. 4) To assist any operating engineer who may need help or advice. 5) To secure help as needed on the job when directed to do so by the Employer. 6) To assign operating engineers to the equipment if the Employer so desires. 7) To operate any equipment on the job provided the Employer has made an effort to hire an operator.

No non-operating foreman shall be allowed to operate, repair or maintain any mechanical equipment when such operation takes the job of an employee covered by this Agreement except as provided in this Article under the "Duties of Foreman."

There shall be a pre-job conference on any project requiring a foreman or foremen when requested by either the Union or the Employer. The Employer shall notify the Union who will be selected for this position before appointment is made and said appointee shall be a member of the local bargaining unit.

Section 4.03 - Apprentice Operator/Oiler - The Apprentice Operator/Oiler shall perform work incident to the operation of the piece of equipment to which he is assigned by the Employer, assist the Operator thereof generally in the performance of the latter's duties, such as greasing, oiling, cleaning, fueling of the machine, and to make himself generally useful toward the progress of the job. At the Employer's option, the Apprentice Operator/Oiler shall take his lunch period before or after the engineer's lunch period. The Apprentice Operator/Oiler shall not be assigned work which is normally performed by other employees in the bargaining unit here involved. The Apprentice Operator/Oiler, when employed, shall be under the direction of the equipment operator and Foreman.

Should he be required to grease and prepare the equipment for the operator before the regular starting time, he shall receive a minimum of one-half hour of contractual overtime for such work. He shall, with the Employer's permission, be given every opportunity to learn to operate the Equipment to which he is assigned.

Section 4.04 - Mechanic and Mechanic Trainee - The Mechanic or Trainee shall do repair work of any and all kinds upon equipment including the repairing, maintenance, welding, oiling, fueling, and greasing, 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 own employees. The Mechanic or Trainee shall not be assigned to work which is normally performed by other employees in the bargaining unit.

The regular starting time for field mechanics can begin any time between 7:00 a.m. and 8:00 a.m., with all work in excess of eight (8) hours on any regular workday at the contractual overtime rate.

Section 4.05 - Fireman - The Fireman shall raise steam and assist the Engineer. Should he be required to raise steam before regular starting time, he shall receive the contractual overtime rate for actual time worked before starting time. If he reports for work and raises steam and there is no work at regular starting time, he shall receive pay for not less than two (2) straight time hours plus one (1) hour minimum at the contractual overtime rate for actual time worked before regular starting time.

Section 4.06 - Greaser - The Greaser shall check and properly lubricate all equipment assigned to him.

He shall report to the Foreman or Employer such equipment which, in his judgement, may not be in proper working condition.

The Greaser shall not be assigned to any work which is assigned to other employees in the unit in accordance with the terms of this Agreement.

Greaser may be employed at the straight time wage rate for duties which require hours different from those of other operations. He shall be compensated for show up and work time as per Section 5.02 and overtime as per Section 5.07.

Section 4.07 - Concrete Saw - Self-propelled concrete saw operator on paving work shall work under the same conditions as set out in Section 4.06. This does not apply to concrete slabs in building construction.

ARTICLE V

Hours of Work - Overtime Compensation

Shift Work - Show Up Time

Section 5.01 - Hours of Work - The regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for in this Agreement, begin at 8:00 a.m. and end at 4:30 p.m. However, the starting time of an employee may be either advanced or delayed one hour at the discretion of the Employer or may be either advanced or delayed two hours at the discretion of the Employer with the approval of the Union. All employees are expected to report for work each morning and

afternoon following their lunch period unless notified before quitting time not to do so. However, the Employer when working on heavy and highway and site work may have the option to schedule his work week from Monday through Thursday at 10 hours per day at the straight time rate of pay with all hours in excess of 10 hours in any one day to be at the applicable overtime rate.

If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday, or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete his 40 hours. However, it shall be understood that the phrase "conditions beyond the control of Employer" shall be with Union concurrence. If a holiday occurs during a 4-10s work week, and if Friday is being worked because of the holiday, working on Friday shall be voluntary on the part of the employee.

However, if Friday or any portion of the day is used to complete the work week, each employee will be guaranteed at least 8 hours work and not over 10 hours at the straight time rate of pay, unless work is halted due to inclement weather, or other conditions beyond the control of the Employer.

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

If inclement weather or changed job conditions should occur during the lunch period and if employees are notified there is no work before the lunch period is over, their pay will stop for that day at the beginning of the lunch period. Further, if inclement weather or changed job conditions should occur during the interim between each day's work, then the Employer or a representative designated by him shall have the privilege up to one (1) hour before official job starting time of notifying the men by telephone not to report for work and if such notification given, the Employer shall not be obligated to pay a man for reporting for work the "show up" time hereinafter provided for.

For Building construction overtime work on Monday through Saturday where an employee is serving another craft, the employee shall be paid at the same overtime rate (time and 1/2 or double time) as the craft being served. When an employee services multi-crafts on overtime and one of the crafts being serviced receives double time, the employee under this agreement servicing the multi-crafts shall be paid at the double time rate.

Section 5.02 - Except for the proviso last above specified and the provisions of Section 5.03 below, employees reporting for work and finding no work available in their particular classification shall be paid for two (2) hours show up time at the straight time rate

applicable to their classification. If employees begin working the morning and work for less than four (4) hours, they shall be paid for four (4) hours work. If they begin work in the afternoon and work for less than four (4) hours, they shall also be paid for four (4) hours work. These provisions for four (4) hour guarantees shall likewise apply to Saturdays, Sundays and Holiday's but of these days the compensation shall be at applicable overtime rate.

If the Employer has opted to work the ten (10) hour day as permitted in Section 5.01 the following provision shall apply: If employees begin working the morning and work for less than five (5) hours, they shall be paid for five (5) hours work. If they begin work in the afternoon and work for less than five (5) hours, they shall also be paid for five (5) hours work.

In case of layoff or discharge of an employee at noon or afternoon, employee will be notified by 11:30 a.m. or one-half (1/2) hour before quitting time in afternoon; if not notified as set out above he shall receive in addition to the time earned, two (2) hours pay at the straight time rate.

If employee is moved to or from a job that is working eight-hour days, the employee shall be paid overtime for all hours worked over eight each day in that pay week.

If the Employer is working 4-10s, employees are to be allowed one-half hour for supper with pay at the contractual overtime rate if they work past their tenth hour of work. 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 workday following the layoff. The Employer shall pay the employee two (2) hours time at the straight time rate per day of delay. 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.

When employee works before the regular starting time on an overtime basis and is stopped by inclement weather before the regular starting time, employee shall be paid from the time he begins work until the regular starting time at the contractual overtime rate plus two (2) hours show up pay at the straight time rate.

Section 5.03 - The terms and provision of Sections 5.01 and 5.02 are intended, in part, to give employees compensation for "show up" time whenever their Employer fails to give them reasonable advance notice of the fact that work is not available. But said terms and provisions are not intended to impose unreasonable burdens or expenses on any Employer. Therefore, the "show up" time shall not be due and payable to any

employee if the employee does not have a telephone and fails to notify his Employer of a telephone number to be used for notification purposes. Furthermore, if the Employer arranges for telephone notification by Western Union and a telephone call is made by Western Union at least one (1) hour prior to official starting time, "show up" time shall not be due and payable even though an employee is not actually reached either because he is not at home or because no one answers the telephone. Provided, however, a notification of more than one (1) hour shall be required whenever it would require an employee more than one (1) hour to travel from his home to the job site.

Section 5.04 - The regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m., except as modified in Section 5.01 of this Agreement.

Section 5.05 - Non-Standard Workday: The following three subsections apply to work that cannot be performed during a standard workday. Unless modified below, all work rules and other provisions of this collective bargaining agreement shall apply when such work is being performed.

Section 5.05 (a) - Where in any locality existing traffic conditions, job conditions, or weather conditions render it desirable to start the day shift at an earlier or later hour, such starting may with the mutual consent of the individual Employer and the Union be earlier or later without requiring payment of overtime rates by reason of the changed starting time. In that event, the starting time agreed to must continue for the duration of the job or until changed by mutual consent.

Section 5.05 (b) - For emergency work in the public interest, i.e., snow removal, natural disaster, etc.; starting time will begin when employee starts to work with all work over eight (8) hours to be at the overtime rate. The overtime rate shall be paid for all hours worked between midnight Friday and midnight Sunday or from midnight to midnight on Holidays with a guarantee of two (2) hours show up, four (4) hours if employee begins work, and eight (8) hours if employee works more than four (4) hours.

Section 5.05 (c) - On projects that cannot be performed during the regular workday, such as plant maintenance and modifications of operating plants or when specifications issued by governmental agencies require street, road, bridge or aircraft operating area work to be performed outside the regular workday, in such cases starting time will begin when employee starts work and all work over eight (8) hours to be paid at the overtime rate. Employee shall receive a premium of one dollar and fifty cents (\$1.50) per hour worked. If another craft employed on the same job by the Employer is receiving a higher premium then the Operating Engineer will receive such premium.

For the purpose of Section 5.05 (c) only, if the employee starts work on a week day (i.e., Monday - Friday), the first eight (8) hours of work will be paid at the straight time rate regardless of when the shift ends (all work over eight (8) hours is overtime); if the employee starts work on Saturday, work on that shift will be paid at time and one half regardless of when the shift ends; and if the employee starts work on a Sunday or a Holiday, work on that entire shift will be paid at the double time rate regardless of when the shift ends. A copy of the project specification, which mandates non-standard work hours, will be provided to the Union.

Section 5.06 - On the subject of new hired employees, the following provision shall apply: On the first day, notwithstanding any provision 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 the actual hours worked, with no less than four (4) hours pay for the day.

Section 5.07 - Overtime - In this contract all necessary overtime and work performed on Saturday, 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 (1/2) hour increments. It is understood that overtime rates apply from 8:00 a.m. Saturday to 8:00 a.m. Monday, and similarly on Holidays, except as modified in Section 5.01.

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 at the overtime rate.

Section 5.08 - Shift Work -

- (a) Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. The First Shift shall consist of eight (8) hours of work plus one-half hour unpaid lunch beginning between the hours of 6:00 a.m. and 9:00 a.m. and ending eight and one half (8-1/2) hours thereafter. The Second Shift shall consist of eight hours of work plus one - half hour for unpaid lunch and shall commence eight and one-half (8-1/2) hours after the beginning of the First Shift. The Third Shift shall consist of 8 hours of work plus one-half (1/2) hour for unpaid lunch and shall commence eight and one-half (8-1/2) hours after the beginning of the Second Shift.
- (b) Shifts shall be established for a minimum of three (3) consecutive workdays.
- (c) If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours. The starting time shall begin at the same time for all workers on a shift.

- (d) The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus two dollars and fifty cents (\$2.50) per hour for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus three dollars and fifty cents (\$3.50) per hour for eight (8) hours work.

Payment for shift work shall be determined on the basis of when an Employer first begins his shift operation i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid at straight time, the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one half, the shifts which start on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominately during the evening hours shall receive second shift pay; employees working predominately during the early morning hours shall receive third shift pay.

- (e) Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rate. When working two (2) shifts, both shifts shall be scheduled for the same number of hours.
- (f) On grading and paving work, in the event of inclement weather the consecutive day rule shall not apply.

Section 5.09 - Inclement Weather - Notwithstanding anything to the contrary in Sections 5.01 through 5.09, the following shall apply:

If at the designated starting time, the Employer elects not to proceed with work due to job conditions caused by rain, snow or sleet, the employee shall be paid one (1) hour show up at the applicable rate.

If, after starting work, the Employer elects not to continue due to rain, snow or sleet, employees covered hereunder shall be paid for the actual hours worked, with a minimum of one (1) hour. Employees shall remain on the job until released by the Employer and such waiting time shall be counted as hours worked and paid as such.

ARTICLE VI

Pump, Welding Machine, Heater, Plant Air or Plant Steam, Compressor

Section 6.01 - Pumps; self-powered, plant air, plant steam, grout pump, welding machine (gasoline or diesel), generators, heater, electric submersible pumps, or air compressor, when being operated by the Employer on any job, no operator is required

unless said Employer has a member of the bargaining unit here involved on his payroll on said job in which event one (1) of the said operators shall be paid fifty (50) cents per unit per hour premium during normal work day period to cover each above mentioned unit or any combination of them.

Section 6.02 - Heaters - Temporary heaters such as Herman Nelson, Dravo, Warner, Silent-Glo and similar types will be covered for temporary heating on a shift basis except that one (1) day of sixteen (16) or twenty-four (24) hours constitute a shift.

Section 6.03 - Standby Machines- Provisions of this section apply to the operation and maintenance of standby equipment listed in Section 6.01

When the Employer employs an Apprentice Operator/Oiler, or an Operator who operates and maintains standby equipment one such employee will, as additional duties at the same job site during the regular workday, operate and maintain any standby equipment.

When any standby equipment listed in Section 6.01 is utilized for any period of use before starting time or after quitting time on a project and a member of the bargaining unit is utilized on that job site during the regular workday, then if the Employer chooses to have any employee present to operate and maintain the equipment during such periods, the Employer shall utilize the member of the bargaining unit as such employee

If equipment in Section 6.01 is manned or operated, it shall be manned or operated by a member of the bargaining unit. None of the relief given by the operating engineers to Section 6.01 is meant to change the jurisdiction of the operating engineer.

Any member of the bargaining unit employed to operate and maintain standby equipment outside the regular workday will receive a minimum of two (2) hours of pay at the low Oiler overtime rate. Any hours beyond the minimum shall be paid for the actual time worked at the low Oiler overtime rate. The low Oiler rate, without premium shall apply while operating or maintaining the standby equipment outside the regular workday, whether or not the person is employed at a different rate for any other time during the workday.

When under the provisions of this Section, a member of the bargaining unit is to be utilized to operate and maintain standby equipment outside the regular workday, the Employer may also utilize such member to perform any other work associated with the operating and maintenance of the equipment.

If the member of the bargaining unit declines to perform all or any part of such work, the Employer may utilize any craft to man or operate the standby equipment and to perform the associated work.

ARTICLE VII

Seniority

Section 7.01 - Seniority shall be construed to mean the assignment of an employee to the operation of a given piece of equipment to a given employee on a particular job, subject to the clarifications set forth below.

Section 7.02 - The Employer shall have a minimum of three (3) full working days, including the day on which the employee started work on a particular piece of equipment, to determine in his sole judgement whether or not he considers the employee qualified to satisfactorily perform the work to which he was assigned and to replace such employee as the Employer determines. If an employee is not notified by the end of the third day, he shall have established seniority.

Should the Employer feel the employee not qualified after the aforesaid first three days, he shall discuss such qualifications with the Union representative and such employee shall not be considered disqualified until agreement is reached between the Employer and the Union and failing that, the Union and the Association.

Section 7.03 - Seniority on a given machine shall terminate when the machine is moved off the job. Seniority on a given machine shall also terminate when the attachments to that machine are changed; for example, but not limited to, crane from hook to bucket to clamshell to dragline to backhoe to shovel, etc. and bulldozer from tractor to blade to scoop, etc. When attachment is changed, the original employee on the machine shall be given an opportunity to prove his qualification with the new attachment in accordance with qualification Section 7.02. The above reference to termination of seniority when machine is moved off the job shall not apply in event of breakdown.

Section 7.04 - When a machine is shut down for a period of one (1) week or more on any one job site, there shall be no carry over of seniority on the machine when it is again put in production.

Section 7.05 - When a machine is moved to a new job site, the operator moving such machine to new job site cannot claim seniority on new job site unless he is ordered by Employer to work on site.

Section 7.06 - When employee is alternately running two or more machines on the same job and an additional employee is put on the job, the Employer shall determine on which piece of equipment the first employee shall have seniority.

Section 7.07 - By agreement with representatives of the Union on a particular job, seniority does not apply to short duration jobs or jobs not running steadily.

Section 7.08 - When work is operated on a shift basis, the Employer shall determine which employees work on which shift on which equipment.

Section 7.09 - If an operator used on rough grading on a job does not prove capable to do final dress-up work, he may be replaced by a qualified operator.

Section 7.10 - On any day when equipment on a job is idle, such as during inclement weather, and one (1) man is employed that day he may run other employee's equipment to finish out the day.

Section 7.11 - Except as provided below, seniority shall not apply to the following equipment: welding machines, pumps, elevators, small hoist, conveyors (as ladavators), heaters, compressors, and other such small equipment. The Employer shall have the right to assign such work to any employee he desires in accordance with the terms of this Agreement. Providing, however, that the assignment made to the employee under the age of fifty-five (55) shall not exceed two (2) consecutive days in duration. For employees of the bargaining unit fifty-five (55) years of age and older, seniority on the above equipment shall prevail after five (5) working days.

Section 7.12 - When an employee refuses to return to work, he shall immediately lose his seniority.

ARTICLE VIII

Miscellaneous Working Conditions

Section 8.01 - Mealtime - If an employee starts to work before 6:00 a.m. there shall be a one-half (1/2) hour mealtime allowed during the first five (5) hours.

Section 8.02 - If the starting time of employee's one-half (1/2) hour lunch period is delayed beyond five (5) hours after starting time on the job by the Employer, employees whose lunch period is so postponed shall be paid one-half (1/2) hour at the contractual overtime rate. If the employee is not afforded the opportunity to eat lunch during the workday, the employee shall receive an additional one-half hour pay at the applicable overtime rate.

Section 8.03 - Suppertime - Employees are to be allowed one-half (1/2) hour for supper with pay at contractual overtime rate if they work two (2) hours overtime after the end of their regular workday and if they are to continue to work after this supper period. In the event of additional overtime, employees shall be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime, provided they are to continue working after such additional mealtime.

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 and payment.

Section 8.04 - Holidays - The following days, or the days observed as such, shall be recognized as legal holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. No work shall be done on these days except in emergencies to protect life or property.

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

Section 8.05 - Shifting Employee - Any workmen may be shifted by the Employer from one classification of work to another classification of work, or from one piece of equipment to another piece of equipment not to exceed three (3) machines in any single day, provided the workman is capable of performing the other work and is paid the rate of wages for the classification which provides the higher wage rate for the entire shift. Workmen shall make not more than four (4) changes in any one shift. Small equipment such as roller, skid steer loader and excavators (20,000 lbs and under) shall be excluded from above referenced limitations. Any deviation will be discussed between the contractor involved and the business agent, and mutually agreed upon. Should any unforeseen emergency arise at a time when workmen are not available at the job site, work may be performed by any employee until workmen are secured. A change made due to breakdown of equipment shall not constitute a change. A change made to move equipment out of the way or to load or unload a piece of equipment will not constitute a change.

Section 8.06 - Steward - The Union may appoint a workman to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against by reason of the fact he is serving as steward.

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

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

Notwithstanding any other provision of this Section, no engineer shall bump another

engineer off a piece of equipment. The steward shall work the overtime if his equipment is to be used or if extra equipment is on the job that is to be used and the steward has seniority only in the event of reduction of forces or if there is extra equipment on the project which the steward is capable of operating and the use of that equipment is required.

The steward shall not have the authority to shut down any job.

Section 8.07 - Repairing Equipment - The engineer (and Apprentice Operator/Oiler when employed) shall repair the equipment he or they operate with the following exceptions:

Where the engineer (and Apprentice Operator/Oiler when employed) cannot perform the work, then a mechanic in the employ of the Employer may make the needed repairs. The engineer (and Apprentice Operator/Oiler when employed) may be transferred until needed repairs are completed.

Should the Employer desire to lay off or discharge the Engineer (and Apprentice Operator/Oiler when employed) when repairs to the equipment are being made, he (they) shall receive eight (8) hours pay at the rate set out in pay classification for the day of the breakdown.

Section 8.08 - Loading Equipment - Employees in the unit herein involved shall be employed to load or unload self-propelled equipment. On only such equipment which requires an Apprentice Operator/Oiler or Fireman in addition to an Operator shall the crew accompany the machine when being moved.

Section 8.09 - Payday - Pay week will commence at starting time on Monday and end on Sunday at 12:00 midnight. Pay day shall be the following Friday at quitting time, except in bad weather when paychecks will be at the job sites promptly in the morning when operators are unable to work. Employees of the unit here in contained shall be paid before quitting time every Friday night, except when Employer is working 4 10s, but no later than quitting time for work performed during the work week. If the Employer is working 4 10s, employees shall be paid by quitting time on Thursday. If checks are not distributed to the employees by quitting time, there will be a four (4) hour penalty for that day and for each day of delay thereafter at a rate of time and one-half. Such penalty will be paid to each employee to whom checks were not distributed. All wages shall be payable by the Employer in United States currency or in Negotiable Checks. Upon approval of the employee, wage payments may be paid by direct deposit into the employee's account.

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 8.10 - Safety - 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.

OSHA 10: In order to promote a safer working environment, each employee covered by the Agreement, as a condition of employment on and after May 1, 2010 shall have completed the OSHA 10-hour construction and safety and health training course no later than thirty (30) days after commencement of employment, provided that the employee had reasonable opportunity to do so. New members and apprentices may satisfy this requirement by completing the OSHA 10-hour course, within the thirty (30) day period of their employment or at the first available opportunity that it is offered by the Operator's Apprentice Program. The Employer shall not be required to discharge any employee for failure to satisfy the requirements of this section unless the Employer has received written notice of such failure from the Union and unless the Union has provided a qualified replacement if requested by the Employer. If the Union requests the discharge of any employee for failure to satisfy the foregoing safety training requirements, the Union agrees to defend, indemnify, and hold the Employer harmless against any liability or claims arising from termination of the employee's employment in compliance with the request of the Union.

Section 8.11 - 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.

Machine shall be equipped with protective canopy when used on clearing or wrecking of multi-story building. When an employee is working on such clearing or wrecking of a multi-story building, there shall be another person within call.

Section 8.12 - Surety - The Employer shall secure and maintain surety bond in the applicable amount as listed below to guarantee payment of all wages, fringes and

contributions provided for in this Agreement and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. The surety bond required of the Employer shall be as follows:

01-05	employees = \$15,000
06-15	employees = \$35,000
16-25	employees = \$45,000
more than 25	employees = \$55,000

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

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

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

Section 8.13 - Insurance - The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees even though it may or may not be required to do so by Missouri State Law.

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

Section 8.14 - Drinking Water - The Employer shall furnish suitable drinking water with ice during warm weather and sanitary drinking cups at all times.

Section 8.15 - 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 8.16 - Assembly, Disassembly, or Modification - A "bull gang" is a crew of employees of the bargaining unit consisting of the operator and Apprentice Operator/Oiler used to assist in the assembly or disassembly and the operator and Apprentice Operator/Oiler, if required in Section 17.02, of the rig being assembled or disassembled. The Apprentice Operator/Oilers mentioned shall receive their appropriate pay classification and all other members of the bargaining unit in the bull gang shall receive the two drum rate.

On climbing cranes, derricks and outside construction hoists, a member of the bargaining unit shall be present for assembly or disassembly and gainfully employed by

assisting in the assembly or disassembly.

When a rig being modified, including adding boom, load line and similar modifications, is operated by a member of the bargaining unit and is used for general purposes, members of the bargaining unit shall perform modification. In the event the rig being modified is used exclusively with another craft, then the other craft will assist in the modification.

Section 8.17 - Pickups - No member of the bargaining unit, except mechanics, shall be required to furnish personal transportation including pickups or equipment except hand tools, to be used in the service of the Employer. Ownership of such transportation shall not be a condition of hiring or continued employment.

Section 8.18 - Dredge Work - On dredges eight (8) inches in size and over, minimum of three men will be required - an operator, Apprentice Operator/Oiler and engine man.

On dredges under eight (8) inches in size, minimum of two men will be required - an operator and engine man.

Section 8.19 - Asphalt and Concrete Plants - On job site asphalt plants a minimum of two (2) men will be required plus any additional men needed in other classifications.

On job site concrete producing plants, a minimum of one (1) man will be required plus any additional men needed in other classifications.

Section 8.20 - Dewatering Systems - A dewatering system is defined as a combination of one or more pumps of any type, size or motive power including but not limited to well point pumps, submersible pumps, well pumps, ejector or eductor pumps in combination with wells, wellpoints, sumps, piping and other appurtenances, utilizing a common header, powered by diesel, electric, gasoline, gas or any other type of motive power to control water on any and all types of construction work.

A dewatering system shall be operated by a member of the bargaining unit at all times that the dewatering system is being operated for projects that are 100% federally funded. On projects other than 100% federally funded, if any employee is assigned to operate a dewatering system said employee shall be a member of this bargaining unit.

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

Section 8.21 - Voting Time for Employees - RS Mo. Section 129.0601. 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 person 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 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 8.22 - Physical Examination - When the Employer is working on a project where the customer requires an employee to take a physical examination, the Employer shall assume the cost of said examination which shall be given by a doctor of the Employer's choice.

The Employer shall also pay the involved prospective employee two (2) hours wages at the applicable rate for the work he is proposed to do, provided that he passes the physical examination, and provided that he was not on the payroll of the Employer at the time the physical examination was taken.

Section 8.23 - 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.

Section 8.24 - Manning Equipment

(1) In the event the Employer fails to properly man the classification of equipment which is covered by this Agreement, the Business Agent shall find out from the Employer's person in charge on the job if there is a member of the 513 Unit assigned.

(2) If there is not a member assigned and the Business Agent and Employer's agent cannot agree that machine should be manned, then two members of the Contractor's Association in the area and two representatives of the Union within five days will review the facts and make a decision.

(3) If an agreement cannot be reached between the Employer and the Union, the matter may proceed directly to Arbitration, and seek any and all relief.

(4) In the event the Employer has failed to properly man the equipment, the Employer shall pay not less than eight (8) hours for the day of the violation to a new employee of the unit.

Section 8.25 - Substance Abuse - In order to promote a safer working environment, the Trustees of Welfare Fund of Engineers Local 513 have adopted a drug and alcohol testing program (the "Operators' Program" which is governed by the St. Louis Construction Industry Substance Abuse Consortium Policy), which is available free of charge to all employees covered by this Agreement. All employees, as a condition of employment on and after November 1, 2010, shall satisfy the good standing requirements of the Operators' Program, as it exists on November 1, 2010, and as it may thereafter be changed with the approval of the parties to this Agreement.

Apart from the Operators' Program, 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, by the Employer's program, 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 illegal and controlled substances under the rules and procedures of a testing program (other than the Operators' Program) that is administered by a third party and is acceptable to the Union.

To pay for this Program, the Employer will, effective May 1, 2010, commence paying three cents (\$.03) per hour additional welfare contribution to be kept and accounted for separately and shall only be used for the payment of costs directly related to the Operators' Program. A committee consisting of two representatives from SITE Improvement Association, two representatives from the Associated General Contractors of St. Louis, and two representatives of the Operating Engineers' Local 513 shall meet annually during the month of March to review the costs of this program. This Committee shall have the authority to either raise or lower such contribution rate. However, such contribution shall not exceed four cents (\$.04) per hour. Any matters that may arise during the term of this agreement shall be referred to the committee previously referenced for its input and recommendation. Such recommendation shall be referred back to the respective associations and the Operating Engineers' Local 513 for further action.

Section 8.26 - If the equipment to which an operator is assigned is not needed, that operator shall be allowed to perform other work to make themselves useful to the progress of the job as a whole. Nothing herein means that the operator will not return to and be on the equipment originally assigned for the next day of work.

ARTICLE IX

Travel Expense and Transportation

Section 9.01 - When an employee is sent out of the city overnight, he shall be reimbursed for all legitimate and reasonable living expenses.

Section 9.02 - On jobs of \$2,500,000 or more located thirty-five (35) miles or beyond from local Union halls via the most direct regularly traveled route, and other branch locations of union operations now in being or which may be established, a daily reimbursement for travel expenses of Five Dollars and fifty cents.

In the event the client or owner of the other large projects considers that such circumstances as location of the site and difficulty of access to the site because of traffic conditions on roads to the site resulting from employment of a large number of workmen on such large project warrants the payment of reimbursement for travel expenses, and agrees to pay trades employed on his project such travel expense's reimbursement in an equitable amount agreed upon by the trades, the foregoing shall not be construed to prevent the employees covered hereunder from participating in such a project agreement. Travel pay shall be discussed at the prejob conference.

Section 9.03 - Such compensation for travel expense shall be considered a reimbursement for actual expense and in computing overtime pay any such compensation for travel expense for access to such a job shall not be computed at overtime rates and shall not be considered as overtime.

Section 9.04 - Employees who are required by the Employer to assemble at a designated point and from there are transported by the Employer to the place of employment shall assemble at such designated points at 8:00 a.m. each morning and shall be returned to such designated points at 4:30 p.m. each evening, except as modified in this Agreement. Should such an employee be required to be transported so as to arrive at such place of employment at 8:00 a.m. and remain until 4:30 p.m., then such employees will receive the contractual overtime for time required to travel both ways between the assembly point and the place of employment.

Section 9.05 - Appropriate change in time designations must be made in the event of Shift Work.

Section 9.06 - Parking - Parking in downtown St. Louis and Clayton will be provided on the same basis as parking is provided for supervisory personnel.

ARTICLE X

Grievance Procedure and Arbitration

Section 10.01 - 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 a Board of Arbitration (if requested by either the Union 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. Failures 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 the Union and the Employer representative shall write to the Federal Mediation and Conciliation Service requesting a panel of five (5) arbitrators. Upon receipt representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as the impartial arbitrator; should he be unable to serve, a new panel of five (5) shall be requested from FMCS. The decision of 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 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 events 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 XI

Strikes-Lockouts

Section 11.01 - 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 XII

Picket Lines

Section 12.01 - 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 XIII

Jurisdictional Questions

Section 13.01 - It is recognized by parties to this Agreement that the Impartial Jurisdictional Disputes Board is voluntary organization and Employers and Union signatory to this Agreement have the option of stipulating to this Impartial Board if they so desire, but are not bound to the Impartial Board by virtue of being signatory to this Agreement.

Section 13.02 - When there are no decisions or agreements of record or when no decision or agreements of record apply, 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 in the local area of the majority of Employers in the area.

Section 13.03 - The Employer shall assign work to members of the bargaining unit in accordance with traditional and historical work assignments in the geographic jurisdiction of this Agreement. The parties shall be bound to all decisions of record and agreements of record, as recorded in the Agreements and Decisions Rendered Effecting the Building Industry by the Building and Construction Trades Department, AFL-CIO (Green Book) and the National Jurisdictional Agreements compiled by the Associated General Contractors of America (Gray Book), as amended, relating to work jurisdiction in the event of disputes over work jurisdiction. To be recognized, copies of any local agreements of

record shall have been furnished to the Association.

Section 13.04 - There shall be no stoppage of work because of jurisdictional disputes.

ARTICLE XIV Exoneration

Section 14.01 - 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 slowdown 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 14.02 - 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 14.03 - 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 14.04 - 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 14.05 - 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 14.06 - 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 14.07 - 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 14.08 - 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 XV Management

Section 15.01 - 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 XVI Benefit Fund Contributions

Section 16.01 - 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, Annuity Fund, Site Advancement Foundation, National Training Fund and the Local 513 Journeyman and Apprenticeship Training Fund. Penalties for delinquency in such reporting and payment are detailed in Section 16.07.

Upon request of the Union, subcontractor shall furnish to the Employer notarized certification in writing that on subject job work performed by employees that would otherwise be done by members of this bargaining unit have been paid wages and fringe benefits of monetary value in the aggregate not less than those provided in this Agreement. Such certification shall be forwarded to the Union by the Employer.

The Employers agree to furnish the Trustees of such Trust Funds upon request, such information and reports as they may require in the performance of their duties under the Agreement and Declaration of Trust. The audit procedures shall be mutually agreed upon

by the Trustees and the Association.

The Trustees of such Trust Funds incorporated by reference in this Agreement have the authority to audit the appropriate records, deemed necessary by the above audit procedures, of any Employer no more often than once every three

(3) years on a random basis. The Trustees have the authority to audit those records of any Employer if they have evidence that such Employer is not making proper and timely contributions to said Funds at any time. Written notice by certified mail from the Trustees requesting an audit shall be given to the Employer.

"Except as provided herein for the Annuity Fund for Retirees", no employee of an Employer 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 the Employer. No employee of an Employer shall have the right to assign any benefits to which he may be or become entitled under the Agreement and Declaration of Trust, any part of the pay-consideration in lieu of such benefits either upon termination of the Trust therein created or through severance of employment or otherwise, except as noted in this Article.

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 or to the Annuity 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. Annuity contributions shall be paid on Retirees' check. Fringe benefit contributions other than Pension, Welfare and Annuity shall be paid for retirees as for other employees. For purposes of this article 16, the term "retiree" shall mean an employee who has retired and commenced receiving benefits from the Local Union 513 Pension Fund.

Section 16.02 - Pension - The Employer will contribute thirteen-dollars and fifty-cents (\$13.50) per hour for each payroll hour for each employee covered by this Agreement, except for retirees, to the Local Union 513 Pension Fund. When working overtime, this contribution shall be paid at the appropriate overtime rate (i.e. for overtime worked Monday through Saturday, contributions shall be made at the one and one half the hourly contribution rate; for work performed on Sunday and holidays, contributions shall be made at double the hourly contribution rate).

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 16.03 - Welfare - The Employer will contribute nine-dollars and sixty-six cents (\$9.66) per hour for each payroll hour for each employee covered by this Agreement to the Local Union 513 Welfare Fund. When working overtime, this contribution shall be paid at the appropriate overtime rate (i.e. for overtime worked Monday through

Saturday, contributions shall be made at the one and one half the hourly contribution rate; for work performed on Sunday and holidays, contributions shall be made at double the hourly contribution rate).

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

Section 16.04 - Vacation - The Employer will deduct and pay to the Vacation Fund of Operating Engineers Local 513 One Dollar and sixty cents (\$1.60) for each payroll hour, for each time and one-half payroll hour Two dollars and forty cents (\$2.40) and Three-dollars and twenty cents (\$3.20) for each double time payroll hour, plus four percent (4%) of the gross wages earned.

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 16.05 - Annuity - The Employer will make a five-dollar (\$5.00) per hour contribution to the Operating Engineers Local 513 Annuity Fund, except for retirees. When working overtime, this contribution shall be paid at the appropriate overtime rate (i.e. for overtime worked Monday through Saturday, contributions shall be made at the one and one half the hourly contribution rate; for work performed on Sunday and holidays, contributions shall be made at double the hourly contribution rate).

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

Section 16.06 - Site Advancement Foundation - The Employer will contribute eighteen cents (\$.18) per hour for each payroll hour by each employee covered by this Agreement to the SITE ADVANCEMENT FOUNDATION.

The 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.

Provisions of this Section shall remain in effect until one (1) year beyond the expiration of this contract.

It is understood that the Site Advancement Fund shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state or national levels, or to subsidize any contractor or contractor association in connection with any work stoppage or strike or to pay Employer expenses in connection with the negotiation of labor agreements.

Section 16.07 - Journeyman and Apprenticeship Training Fund -

The Employer shall contribute one and four-tenths percent (1.4%) of the total of the hourly two drum wage rates and the pension and welfare and annuity contribution rates plus a supplemental five (\$0.05) cents from the Employer and forty (\$0.40) cents from the Operator for each payroll hour for each employee covered by this Agreement to the Operating Engineers Local 513 Journeyman and Apprenticeship Fund. These amounts will be as follows:

Effective	May 7, 2023-	$\$0.97 + \$0.45 = \$1.42$
	May 1, 2024-	$\$1.01 + \$0.45 = \$1.46$
	May 7, 2025-	$\$1.05 + \$0.45 = \$1.50$
	May 6, 2026-	$\$1.09 + \$0.45 = \$1.54$
	May 5, 2027-	$\$1.12 + \$0.45 = \$1.57$

The forty (\$0.40) cents contribution as shown above shall also be contributed for all hours worked by the Apprentice Operator/Oilers, said contribution to be paid by the Employer.

When working overtime, this contribution shall be paid at the appropriate overtime rate (i.e. for overtime worked Monday through Saturday, contributions shall be made at the one and one half the hourly contribution rate; for work performed on Sunday and holidays, contributions shall be made at double the hourly contribution rate).

The supplemental contribution shall be used for training facilities, including equipment.

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 16.08 - National Training Fund (NTF) - The Employer will contribute five cents (\$.05) per hour for each payroll hour for each employee covered by this Agreement to the INTERNATIONAL UNION OF OPERATING ENGINEERS NATIONAL TRAINING FUND.

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

Each employer agrees to transmit and pay the amount of contributions due to the National Training Fund to the local union fringe benefit fund administrator, under the same terms and at the same time as the other local union fringe benefit fund contributions are made under this Agreement-

Primary purposes of this Fund, as set forth in the Trust Agreement (including but not limited to Section 2.02(a)), shall include apprenticeship training, advanced training and education, safety education and other educational and informational programs for employee and industry betterment.

Section 16.09 - Liquidated Damage Provisions - In the event the Employer fails to make prompt and timely reports as required and payment of the contributions due to Local Union 513 Pension Fund, to Welfare Fund of Engineers Local 513, to Local Union 513 Annuity Fund, Vacation Fund of Engineers Local 513, to the Site Advancement Fund., and to the Operating Engineer Local 513 Journeyman and Apprenticeship Training Fund, the Union, following seventy-two (72) hours written notice by the Fund Trustees or the Union to such delinquent Employer, may order cessation of all work covered by Employer on all jobs of Employer until such reports are made respective contributions due are paid. In addition thereto, it is agreed that the above delinquent contributions due, plus liquidated damages equal to twenty percent (20%) of the delinquent contributions then due, or at any time previously due, shall constitute a debt owed by the Employer to said respective Funds' Trustees and shall be further treated as unpaid contributions, and that in addition to all other remedies on account thereof available to said Trustees and/or the Union, such debt/unpaid contributions may be recovered by suit or action at law brought by said Trustees and/or Union, and in the event of such action the Employer agrees to pay in addition to the liquidated damage amount and principal amount of such debt/unpaid contributions (including liquidated damages), all Court costs, interest on such debt at the maximum lawful rate computed from the due date of each such contribution, plus a reasonable attorney's fee payable to the attorney or attorneys representing the Trustees and/or the Union in such action with the amount thereof fixed by the Court, but in no event less than thirty-three and one-third percent (33-1/3%) of the total amount for which judgement is rendered. Liquidated damages are due and proper in these circumstances, the exact amount of damage caused by the Employer's failure to live up to its contractual obligation being difficult if not impossible to ascertain in view of such items as overhead costs, internal audit costs, internal collector costs, and other efforts made by the Fund Administrator and its

employees as a result of the failure of the delinquent Employer and any other delinquent Employers to make payments and file contribution reports in a timely manner.

Section 16.10 - Fringe Benefit Remittance Procedures - Beginning October 1, 2004, the Employer shall remit all payments required under this Article 16, hereinafter referred to as "Fringe Benefit Contributions," as follows:

The Employer agrees to be bound by the terms and conditions of the written Lockbox Agreement dated June 30, 2004, executed by the Associated General Contractors of St. Louis, Site Improvement Association and Enterprise Banking, n.a., pursuant to which Enterprise Banking acts as a lockbox and Employers' disbursing agent for Fringe Benefit Contributions.

The Employer shall remit Fringe Benefit Contributions monthly, by calendar month, in such timely manner that the contributions will be credited to the respective Fringe Benefit Funds by the 20th day of the month following the month for which the contributions are made. The Employer's remittance shall consist of a single check, made payable to the "Local 513 Fringe Benefit Funds," in the combined amount of all Fringe Benefit Contributions due for the month plus \$1.75 Bank service charge, together with a completed and signed Remittance Report in the form established and current under the Lockbox Agreement or the Employer may remit fringes electronically via a secure website and submit payment via ACH. The Employers' check will be divided by the Bank and credited to the respective Funds in accordance with the Lockbox Agreement and the Employer's Remittance Report form. Current Remittance Report forms may be obtained from the Union. The Employer's remittance shall be sent to the address shown on the current Remittance Report form.

ARTICLE XVII

Job Classification - Wage Rates Special Wages and Wage Provisions

Section 17.01 - Job Classification - Wage Rates - Special Wages and Wage Provisions - Various Job Classifications; Special Job Conditions, Straight Time, and Overtime Hourly Rates of Pay. The highest applicable rate shall be paid for all hours worked that day. Scheduled increases for all classifications during the term of the contract are as follows:

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

and construction craft unions.

For any project that has bargaining unit members working under an agreement with any Local Union affiliated with the International Union of Operating Engineers, AFL-CIO the higher total wage and benefit package is due for every hour paid to all individuals represented by an IUOE Local on the project. The project scope is defined to any work performed between each riverbank, also referred to as bank to bank pay, This can be modified by a project labor agreement or addendum agreed upon by the employer and all applicable IUOE locals. This clause only applies for projects bid on or after May 1, 2023.

Recognized Exclusions

Telehandler (Lull) Compact Loader (with Forks) used exclusively by brick masons tender. Shall not be used to service other crafts.

Street sweeping (periodically), cleaning of construction debris and demolition debris loaded by hand and moved by Lull/Compact/Mini loader shall be excluded under Article 17 (scope of work) but still under group rates covered by this Agreement when performed by members of the bargaining unit.

Mini compact loader (Dingo) 1,500 LBS operating capacity and under not covered under Article 17(scope of work).

OPERATORS and APPRENTICE OPERATOR/OILERS

1st Year: Effective May 3, 2023 - \$3.25 increase (\$2.65/wage, \$0.50/pension, \$0.10/Health & Welfare)

2nd Year: Effective May 6, 2024 - \$3.00 increase in wages or fringes at Union's option provided a written notice is given by the Union 30 days prior to anniversary date.

3rd Year: Effective May 5, 2025 - \$2.75 increase in wages or fringes at Union's option provided a written notice is given by the Union 30 days prior to anniversary date.

4th Year: Effective May 4, 2026 - \$2.70 increase in wages or fringes at Union's option provided a written notice is given by the Union 30 days prior to anniversary date.

5th Year: Effective May 3, 2027 - \$2.70 increase in wages or fringes at Union's option provided a written notice is given by the Union 30 days prior to anniversary date.

Section 17.02 – Effective **May 3, 2023**, operators of the machines listed in this Section shall be paid the top (two drum) rate and the crew on machinery shall include fireman or Apprentice Operator/Oiler:

Group I

Straight time rate - **\$41.01** (includes **\$1.60** per hour vacation)

Overtime rate - **\$61.51** (includes **\$2.40** per hour vacation)

Overtime (Double Time) Sundays & Holidays: **\$82.02** (includes **\$3.20** per hour vacation)

(Pension - \$13.50 per hour Welfare - \$9.66 per hour Annuity - \$5.00 per hour NTF - \$0.05 per hour JATF - \$1.42 per hour)

Backhoe, Cable

Boom Truck, 41 tons and over, placing or erecting

Cable Way

Crane, Crawler or Truck

Crane, Luffing Tower (tower cranes with the ability to raise and lower the boom along with moving side to side, except for construction projects which started prior to May 1, 2023)

Crane, Hydraulic - truck or cruiser mounted or derated — over 40 tons, *If crane was owned by contractor and factory de-rated prior to May 1st, 2023, and employer provides union its name, make, model and serial number, then no Apprentice Operator/Oiler is required.

Crane, Hydraulic - truck or cruiser mounted or derated — over 40 tons,
Crane - Pile Driving and extracting (see Section 17.07 for premium - 50 cents per hour)

Crane, locomotive

Crane with boom (including jib) from pin to pin. Amounts below to be added to straight time wage rate and used in calculation of overtime and double time rates

- a. 0-100 ft - \$2.50
- b. 101-200 ft - \$2.75
- c. 201-300 ft - \$3.25
- d. Over 300 ft - \$4.00

Crane - using rock socket tool (see Section 17.07 for premium 50 cents per hour)

Derrick Car and Derrick Boat

Dragline - 7 cubic yards and over (see Section 17.07 for premium 50 cents per hour)

Excavator, hydraulic with tracks, one Apprentice Operator/Oiler for four through seven, two Apprentice Operator/Oilers for eight through eleven, three Apprentice Operator/Oilers for twelve through fifteen (does not include excavators 20,000 LBS and under)

Gradall, truck mounted

Locomotive, gas, steam & other powers

Pile Driver, land or floating

Scoop, Skimmer

Shovel, Power - (7 cubic yards and over, see Section 17.07 for premium - 50 cents per hour)

Switch Boat

Section 17.03 – Effective May 3, 2023, operators of the machines listed in this Section shall be paid the top (two drum) rate;

Group II

Straight time rate - **\$41.01** (includes **\$1.60** per hour vacation)

Overtime rate - **\$61.51** (includes **\$2.40** per hour vacation)

Overtime (Double Time) Sundays & Holidays: **\$82.02** (includes \$3.20 per hour vacation)

(Pension - \$13.50 per hour Welfare - \$9.66 per hour Annuity - \$5.00 per hour NTF - \$0.05 per hour JATF - \$1.42 per hour)

- Air Tugger w/air
- compressor Anchor Placing
- Barge Articulated End
- Dumps
- Asphalt Spreader
- Backfilling Machine
- Backhoe
- Boat Operator - push boat or tow boat (job site)
- Boiler, Truck Mounted
- Boom Truck, 40 tons and under, placing or erecting
- Boring machine, horizontal boring
- Combination Concrete Hoist and Mixer (such as Mixermobile)
- Compressor, four thru six 185 CFM and under (see Article 6)
- Compressor, one through four, over 185 CFM (see Article 6)
- Compressor - (when Operator runs throttle) (see Article 6)
- Concrete Breaker (truck or tractor mounted)
- Concrete Pump, truck or trailer mounted over 2 inches.
- Concrete Saw (self-propelled, walk behind Flat Saw, outside of building envelope and on Heavy/Highway Work)
- Concrete Spreader
- Conveyor, large (not self-propelled) hoisting or moving brick and concrete into, or into and on floor level, one or both
- Crane, Climbing (such as Tower) (see Section 17.07 for premium 50 cents per hour)
- Crane, Hydraulic - rough terrain, self-propelled
- Crane, Deck
- Crane with boom (including jib) from pin to pin. Amounts below to be added to straight time wage rate and used in calculation of overtime and double time rates.
 - a. 0-100 ft - \$2.50
 - b. 101-200 ft - \$2.75
 - c. 201-300 ft - \$3.25
 - d. Over 300 ft - \$4.00
- Crane, Hydraulic - truck or cruiser mounted — 40 tons and under (if a second employee is required, such employee shall be a member of the bargaining unit)
- Derrick, Diesel, gas, electric hoisting material and erecting steel - 150' or more above ground (premium 50 cents per hour - see Section 17.07)

Drilling Machines (vertical) - self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers, and surface blasthole equipment no engineer required)

Elevating Grader

Engine Man, Dredge

Excavator, hydraulic with tracks (all weight classes)

Finishing Machine, self-propelled oscillating screed, truss screed (excluding 5hp or less), winch powered, bridge deck machine

Forklift

Gang Drill consisting of three drills or more with compressor

Generators, four through six 30KW or over - (see Article 6)

Gradall, self-propelled

Grader, road with power blade

Greaser

Grinder, Tub or Horizontal (with attached picker)

Highlift, track loader and wheel loader

Hoist, Concrete and Brick (brick cages or concrete skips operating on Tower, Tower mobile, or similar equipment)

Hoist, Three (3) or more drums in use (see Section 17.07 for premium - 50 cents per hour)

Hoist, Stack

Hydrohammer pavement breaker

Mechanic, on job site

Mixer, Paving

Mucking Machine

Pipe Cleaning Machine

Pipe Wrapping Machine

Plant, Asphalt (see Section 8.19)

Plant, Concrete Producing or Ready-Mix - Job Site (see Section 8.19)

Plant, Mixing - Job Site

Plant, Power, Generating - Job Site

Pumps, four through six self-propelled, over 2" (see Article 6)

Pumps, electric submersible, four through six, over 4" (see Article 6)

Rock Crusher

Roller, Asphalt, top or subgrade (33-1/2 inches wide and over)

Scoop, Tandem (see Section 17.07 for premiums - \$.50 per hour)

Scoop, Tractor drawn

Spreader Box

Subgrader

Tie Tamper, unit, power takeoffs, and attachments regardless of size

Tractor, crawler, quadtrac, or wheel type

Tractor, tandem, crawler, quadtrac (see Section 17.07 for premium - 50 cents per hour)
Trenching Machine (stinger over 36 inch deep)
Tunnel Boring Machine
Vibrating Machine, automatic, automatic propelled
Volumetric mixer truck
Welding Machines (gasoline or diesel) four through six (see Article 6)
Well Drilling Machine

Section 17.04 - Effective May 3, 2023, operators of the machines listed in this Section shall be paid the intermediate (one drum) rate except Oiler as indicated by asterisk (*):

Group III

Straight time rate - **\$39.71** (includes **\$1.60 per hour** vacation)
Overtime rate - **\$59.56** (includes **\$2.40** per hour vacation)
Overtime (Double time) Sundays & Holidays: **\$79.42** (includes **\$3.20** per hour vacation)
*Oiler - Straight Time Rate: **\$36.71** (includes **\$1.60** per hour vacation)
Overtime Rate: **\$55.06** (includes **\$2.40** per hour vacation)
Overtime Rate (Double Time): **\$73.42** (includes **\$3.20** per hour vacation)

(Pension - \$13.50 per hour Welfare - \$9.66 per hour Annuity - \$5.00 per hour NTF - \$0.05 per hour JATF - \$1.42 per hour)

Air Tugger w/plant air
Compressor, one over 185 CFM - When engineer operates the compressor, he will also repair drills and equipment operating from this machine. (see Article 6)
Compressor, (Mounted on Truck) - When the engineer operating compressor also drives the truck upon which the compressor is mounted, he will also repair drills and equipment operating from this machine.
Conveyor, large (not self-propelled)
Conveyor, large (not self-propelled) moving brick and concrete (distributing) on floor level.
Curb Finishing Machine (self propelled)
Ditch Paving Machine Elevator (outside)
Endless Chain Hoist (over 2000 LBS)
Fireman (as required)
FormGrader
Hoist, One Drum regardless of size (except brick or concrete)
Manlift

Mechanic, in shop

Mixer, Asphalt, over 8 cubic feet capacity Mixer, if two or more mixers of one bag capacity or less are used by one Employer on job, an operator is required. Mixer, without side loader, 2 bag capacity or more

Mixer, with side loader, regardless of size, not Paver

Mud Jack (Where Mud Jack is used in conjunction with an Air Compressor, operator shall be paid at rate of fifty-five cents (\$.55) per hour additional to his basic rate for covering both operations.

*Oiler on Dredge (see Section 17.01)

*Oiler on Truck Crane (see Section 17.01)

Pug Mill Operator

Pump, Sump - self-powered, automatic controlled over 2" during use in connection with construction work and until owner's maintenance personnel takes over operation along with building utilities and service. (see Article 6)

Scissor Lift (used for hoisting)

Skid Steer/Compact Loader

Sweeper, street

Tractor, small wheel type 50HP and under with grader blade and similar equipment.

Winch, Operating from truck

1. All skidloaders and attachments current or new shall be under the jurisdiction of the Operating Engineers.
2. New companies signing a contract with Local 513 shall be allowed to purchase membership for employees of their choice.
3. With respect to small flat work and sidewalk contractors only, on jobs of short hourly duration the Operating Engineers shall be allowed to perform other work to make themselves useful to the progress of the job.

Section 17.05 - Effective May 3, 2023, operators of the machines listed in this Section shall be paid the following rate:

Group IV

Straight Time Rate - **\$39.26** (includes **\$1.60** per hour vacation)

Overtime Rate - **\$58.89** (includes **\$2.40** per hour vacation)

Overtime (Double Time) - Sundays & Holidays: **\$78.52** (includes **\$3.20** per hour vacation)

(Pension - \$13.50 per hour Welfare - \$9.66 per hour Annuity - \$5.00 per hour NTF - \$0.05 per hour JATF - \$1.42 per hour)

Boat Operator - outboard motor (job site)

Note: Boat (outboard) may be used by supervisory or clerical employees other than to haul materials

Conveyors (such as Con-vay-it) regardless of how used Elevator (inside)

Heater Operator, 4 through 6 (see Article 6)

Sweeper, floor

Group IV (A) - Crane Type

Straight Time Rate: **\$36.25** (includes **\$1.60** per hour vacation) Overtime

Rate: **\$54.37** (includes **\$2.40** per hour vacation)

Overtime (Double Time): **\$72.50** (includes **\$3.20** per hour vacation)

(**Pension - \$13.50** per hour **Welfare - \$9.66** per hour **Annuity - \$5.00** per hour **NTF - \$0.05** per hour **JATF - \$1.42** per hour)

Oiler

Barge Tender

Section 17.06 - Effective May 3, 2023, operators of the machines listed in this Section shall be paid the rates indicated below:

Apprentices (see Section 3.10) - rates shall be rounded off with one-half (1/2) cent or less being dropped and over one-half (1/2) cent paid as one cent.

1st Year - apprentice receives 55% of journeyman rate

2nd Year - apprentice receives 65% of journeyman rate

3rd Year - apprentice receives 80% of journeyman rate

	Straight Time	Time and one-half	Double Time
First term	\$22.55	\$33.82	\$45.10
Second term	\$26.66	\$39.99	\$53.32
Third term	\$32.80	\$49.20	\$65.60

Foreman, operating (see Section 4.02)

Foreman, general (see Section 4.02)

Heaters - one (see Article 6)

Helicopters, hoisting construction material (rate to be negotiated)

Mechanic Trainee -

1st Year - 55% of applicable mechanic rate 2nd

Year - 65% of applicable mechanic rate 3rd Year
 - 80% of applicable mechanic rate
 (No more trainees than mechanics will be employed)

Mixer, if one bag capacity or less an engineer is not required Plant
 Air or Steam (see Article 6)
 Pump, self-powered, 2" or under (see Article 6)
 Pumps, electric submersible, 4" and under (see Article 6)
 Tunnel, man assigned to work in tunnel or tunnel shaft (see Section 17.07 for premium
 - 50 cents per hour)
 Welding Machine, 400 amp or less (see Article 6)

Section 17.07 - The hourly premiums listed below shall not be compounded. Employee shall be paid highest applicable rate for all hours worked that day. In no event shall more than seventy-five (75) cents per hour over basic rate as indicated by appropriate classification be paid except that two dollars (\$2.00) may be paid for Certified Hazardous Materials Operator and four dollars (\$4.00) for boat pilot.

Hourly Premiums	
Certified Hazardous Materials Operator (only when required by owner)	\$2.00
Push boat or tow boat pilot	\$4.00
Crane, climbing (such as Linden)	50 cents
Crane, pile driving and extracting	50 cents
Crane, using rock socket tool	50 cents
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	50 cents
Dragline, 7 cubic yards and over	50 cents
Hoist, three (3) or more drums in use	50 cents
Scoop, Tandem	50 cents
Shovel, power - 7 Cu. yds. and over	50 cents
Tractor tandem crawler	50 cents
Tunnel, man assigned to work in tunnel or tunnel shaft	50 cents
Wrecking, when machines are working on second floor or higher	50 cents

Section 17.08 - Residential Rates - The rates below are for digging and backfilling of basement proper only of a single family dwelling as defined in Section 1.10:

	Straight Time	Time & Half	Double Time
Group I & II and Hydraulic Excavator	\$37.96	\$56.94	\$75.92
Highlift	\$37.96	\$56.94	\$75.92
Group III	\$34.96	\$52.44	\$69.92

The Contractor shall also pay the appropriate fringe benefit (Pension, Welfare, J.A.T.F., NTF, SAF and Annuity)

1st Year: Effective May 3, 2023 - \$3.25 increase (\$2.65/wage, \$0.50/pension, \$0.10/Health & Welfare)

2nd Year: Effective May 6, 2024 - \$3.00 increase in wages or fringes at Union's option provided a written notice is given by the Union 30 days prior to anniversary date.

3rd Year: Effective May 5, 2025 - \$2.75 increase in wages or fringes at Union's option provided a written notice is given by the Union 30 days prior to anniversary date.

4th Year: Effective May 4, 2026 - \$2.70 increase in wages or fringes at Union's option provided a written notice is given by the Union 30 days prior to anniversary date.

5th Year: Effective May 3, 2027 - \$2.70 increase in wages or fringes at Union's option provided a written notice is given by the Union 30 days prior to anniversary date.

ARTICLE XVIII

Miscellaneous Savings Provisions

Section 18.01 - The Agreement including duly signed letters of clarification and intent 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 be binding upon

the 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.

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

Section 18.02 - Any provision of this Agreement shall be subject to renegotiation thereof if the renegotiation is agreed to by the Union and the Association.

Where economic conditions threaten the job security of, or the preservation of work for, the employees covered by the agreement, then at the request of either the Union or the Association, the parties agreed to hold a conference at which the Association and/or the Union may present proposals for consideration by the parties. The parties may agree to such relief as they deem to be in their best interest, or the parties may disagree to any proposals which have been advanced. Issues arising from such conference or from the proposals made therein by the parties shall not be subject to the grievance or arbitration provisions of this Agreement.

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.

Section 18.03 - A committee composed of two (2) from the Union and two (2) from the Employer shall be convened for the purpose to decide wage rates and manning requirements for new and/or unusual equipment.

Section 18.04 - Supplemental Dues - It is understood that during the term of this contract the Union has the option of implementing a supplemental dues plan in connection with the vacation plan providing the supplemental dues amount is deducted from the wage package.

Section 18.05 - Favored Nations Clause - The Union agrees that if, during the term of this Agreement (hereafter referred to as Agreement #1), it should enter into another Agreement (hereafter referred to as Agreement #2) with any other person, firm or corporation employing operating engineers on like work within the territorial boundaries of this Agreement containing provisions which differ from those herein set forth, then such more favorable provisions will be made immediately available to the Employers signatory to this Agreement.

ARTICLE XIX

Termination

Section 19.01 - This Agreement shall be effective and binding upon the Employer and the Union from the date hereof until 12 A.M. Monday May 1st, 2028. This 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 any such notice is received, a committee or 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.

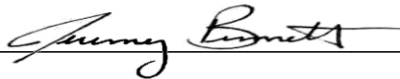
In the event of failure of the parties to agree upon such wage rates following such reopening of the same shall not be construed to be a grievance of subject to grievance procedure but the right of the Union to strike in support of its request is hereby reserved and the right of the Employer to lockout is also reserved.

IN WITNESS WHEREOF the parties have hereunto affixed their hands this

9th day of September 2023.

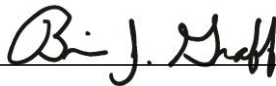
Negotiating Agents:

SITE IMPROVEMENT ASSOCIATION



Executive Director

LOCAL UNION NO. 513, affiliated with the INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFLCIO, AS NEGOTIATING AGENT

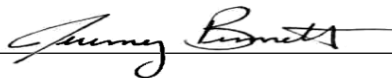


Brian Graff, President - Business Manager



Steve Farrar, Recording Secretary

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



Jeremy Bennett, Executive Director - SITE Improvement Association

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

FOR USE BY CONTRACTORS

AGREEMENT

The undersigned as an Employer and the undersigned Union hereby adopt and agree to be bound as Employer and Union, respectively, by all of the provisions of the attached Collective Bargaining Agreement and by all modifications, amendments, changes, renewals and extensions thereof at any time made so long as the same remain in force.

And the Employer hereby ratifies and agrees to be bound by all the terms and provisions of Local Union No. 513 Pension Fund, the Welfare Fund of Engineers Local No. 513, Local Union No. 513 Vacation Fund, Site Advancement Fund, Annuity Fund of Local 513, and all amendments thereto and modifications thereof as though an original Employer party to said Trust and to make required contributions thereto.

St. Louis, Missouri

_____ day of _____, 20 _____

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 513

Brian J. Graff
President-Business Manager

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3449 Hollenberg Drive
Bridgeton, Missouri 63044
(314) 739-3983

Outlying Offices District

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Cape Girardeau, MO. 63701 Phone:
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3216-C Emerald Lane
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Journeyman's Apprentice Training School
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