

**OPERATING ENGINEERS  
LOCAL UNION 101  
AGREEMENT**

SIC 1541  
NAICS 23332

THIS AGREEMENT is made and entered into this 1st day of April, 2003 by and between The Builders' Association, hereinafter called the "Association", and Local Union #101, affiliated with the International Union of Operating Engineers, AFL-CIO, hereinafter called the "Union".

Any gender reference by pronoun herein shall be considered as referring to both genders.

The parties hereto, in consideration of their mutual promises agree as follows:

**ARTICLE I  
RECOGNITION - JURISDICTION**

**Section 1.** The Employer recognizes the Union and the Union recognizes the Employer as the sole collective bargaining agency with respect to wages, hours and other conditions of employment in the unit consisting of the jurisdiction of Operating Engineers, Firemen, Oilers and Mechanics (subject, however, to compliance with Labor Management Relations Act of 1947, as amended) who are employed by the Employer on all building construction work in territorial jurisdiction of Operating Engineers Local Union #101 as specified in the following counties and cities contained therein.

Building construction is hereby defined to include building structures, including modifications thereof or additions thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of and foundations for building construction. All excavation, site grading, clearing, backfilling and compaction required to be performed within the building and on the building site shall be defined as building construction.

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

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

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

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

**Section 2.** This Agreement shall apply to all building construction work of the Employer on sites located within the territorial jurisdiction of the Union including the City of Springfield, Missouri and the following counties in Missouri: Barton, Barry, Cedar, Camden, Christian, Dade, Dallas, Douglas, Greene, Hickory, Jasper, Lawrence, Laclede, McDonald, Newton, Ozark, Polk, St. Clair, Stone, Taney, Vernon, Webster and Wright.

## ARTICLE II INTENT AND PURPOSE

**Section 1.** 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 2.** It is the intention of the parties hereto that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates of pay, wages, hours, working conditions and adjustments of grievances.

## ARTICLE III UNION SECURITY

**Section 1.** It is understood and agreed by and between the parties hereto that, as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union no later than the eight (8th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of 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. 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 to such effect and to the further effect 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 maintain Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

**Section 2.** Should the Labor-Management Relations Act of 1947 be amended at any time during the term of this Agreement in such manner that the Union 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 for re-negotiation of the question of Union Security but shall not be reopened on any other question except as may be hereinafter provided. If the Union desires to exercise such circumstances, it shall give the Employer fifteen (15) days 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 IV HIRING PROCEDURE

**Section 1.** In order to provide an orderly and efficient system of employment in the industry, the parties agree to the following procedures of referral of applicants for employment:

- A. The Union shall be the sole and exclusive source of referral of applicants for employment except as provided in Section 7 herein.
- B. In requesting referrals, the Employer shall specify (1) the number of employees required, (2) the location of the Project, (3) the nature and type of work to be performed, (4) the time and place applicants are to report.
- C. The Employer shall give the Union at least twenty-four (24) hours when requesting referrals. The union shall refer qualified applications for employment within forty-eight (48)

hours from the time the employer makes a request. If the union shall fail to provide required workmen within forty-eight (48) hours following the request of the Employer, sufficient to fill the needs of the Employer; such Employer may recruit sufficient workmen to satisfy his request in whatever manner and from whatever source he may desire without regard to the provisions of this article.

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

E. The Union shall refer applicants without discrimination as regards membership or non-membership in the Union, race, color, religion, sex, age or national origin and such referrals shall not be affected in any manner by any other rules, regulations, bylaws or policies pertaining to Union membership obligations.

**Section 2.** The Employer shall have the right to accept or reject for good cause, to employ or not to employ for good cause, any applicant furnished by the Union or to discharge for good cause any employee 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. It is understood, however, the Union shall not be the sole judge of what is or what is not good cause.

**Section 3:** 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 limitations as to the amount of work an employee shall perform. There shall be no restrictions of the use of machinery, tools and appliances.

**Section 4.** The Union assumes full responsibility and shall indemnify the Employers hereunder fully as to each applicant for any loss or damage resulting from any referral discrimination or other violations by law by the Union, its agents or employees, in operating the referral office.

**Section 5.** Nothing herein contained in the Article shall prevent the transfer of an employee from one job or project to another within the area of this Agreement.

**Section 6.** Irrespective of relative standings on the out-of-work list, Employers may call for applicants by name and such applicants will be referred if such applicants are properly registered as available for work and have previously worked as an engineer or oiler for that Employer any time within the preceding 180 days (6 months) in the area of this Agreement.

**Section 7.** The parties, recognizing the necessity of providing for key employees, agree Employers coming into the area desiring to bring key employees for employment on their projects may bring the second and fourth employees employed; provided, if the second employee is an operating engineer, then the fourth employee must be an operator/oiler, provided further, such Employer initially makes prima facie documentary demonstration the employees have been employed by the Employer for a period of three (3) years as operating engineers.

**Section 8.** Nothing contained herein shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, skill, qualifications or the Employer's preference regardless of the applicant's place on the out-of-work list.

**Section 9.** The Union shall maintain its list of applicants for employment in the order of their registration and make said list available to Employers for inspection upon request in the Union's office.

**Section 10.** Any Employer, employee, or applicant for employment aggrieved by the operation of the registration and/or referral system of the Union as applied shall have the right to submit a grievance under procedures of arbitration set forth in Article XI of this Agreement.

**Section 11.** In the event the Employer violates any provision of this Article and said Employer is notified in writing by the Union, yet fails to correct said violation(s) within forty-eight (48) hours after receipt of notice from the Union (a copy to be sent to the Association and Chairman of the Grievance Committee), the Union shall notify the Association in writing forty-eight (48) hours prior to taking any legal or economic recourse. Representatives of the Association and the Union shall attempt to resolve the issue and any agreement reached by representatives of the Association and the Union shall be final and binding on all parties to the issue and not subject to arbitration under Article XI of this Agreement.

## ARTICLE V SUBCONTRACTING

**Section 1.** Nothing contained in this Agreement shall be construed to prevent the right of any Employer to subcontract all or any part of his work covered hereunder. If, however, an Employer elects to subcontract out all or any part of such work at a construction site, then, in that event such Employers, including general, prime, sub and sub-sub, shall make adequate provisions in the contract, agreement or understanding with the sub-contractors to be, or become a signatory to this Agreement and be bound by all its terms and provisions only for the period and on the project where the subcontractor's relationship exists.

**Section 2.** Nothing contained in this Article shall be construed to force or require any Employer to cease or refrain from doing business with any specific persons or Employer or otherwise require the disruption of any existing business relationship with any other person or Employer.

**Section 3.** At anytime that a contractor signatory to this agreement is bidding or negotiating work and is competing against non-union, open-shop or other competitors not constrained by this subcontracting clause, said signatory contractor shall be relieved of the obligation to comply with this clause for that project.

## ARTICLE VI CLASSIFICATIONS - WAGES

Effective 4-01-03  
\$19.53\*

### GROUP I

Crane  
Dragline  
Derrick  
Drilling Rig - Rotary and Boring  
Drum or Tower Hoist (2-Drum)  
Power Shovel or Back Hoe (on tracks)  
Pile Drive  
Finish Blade, Motor Patrol  
Mechanic  
Hydraulic, Self-propelled Crane  
Stinger or Cherry Picker Crane  
Concrete Pump - Boom Mounted, Self-propelled  
Asphalt Laydown Machine  
Roller (Asphalt)  
Track Hoe  
Heavy Equipment Robotics Operator/Mechanic  
Concrete Cleaning Decontamination Machine Operator  
Ultra High Pressure Waterjet Cutting  
Tool System Operator/Mechanic  
Vacuum Blasting Machine Operator/Mechanic  
Master Environmental Maintenance Mechanic

**GROUP I (cont'd)**

Horizontal Directional Drill Operator  
Horizontal Directional Drill Locator

Effective 4-01-03\*

\$18.15

**GROUP II**

Rough Blade  
Bulldozer  
Dirt Scoop or Pan  
Elevating Grader  
Drum or Tower Hoist (1-Drum)  
Loader (Track or Rubber Tire)  
Tractor, Pusher  
Tractor or Back Hoe (on Rubber Tires)  
Tractor (Compaction Roller or Pull Blade-Track)

**GROUP III**

\$17.55\*

Fork Lift  
Roller  
Industrial Tractor  
Tractor (Compaction Roller or Pull Blade - Rubber Tire)  
Distributor (Bituminous)  
Finishing Machine (Concrete Paving)  
Concrete Saw (Self-propelled)  
Air Compressor (600 cu. ft. or over)  
\*Small Machine (Operator)  
Hydro Hammer and all similar equipment  
Concrete Pump (all other)  
Bobcat and all similar machines and attachments

**GROUP III-A**

\$17.13\*

Masonry Fork Lift

**GROUP IV**

\$16.95\*

Oiler, Oiler-Driver

**GROUP V**

.....50% of Group I.....

Automatic Elevator

\*Supplemental Dues are included in the above listed wage rates.

Effective April 1, 2004 Groups I, II, III, IIIA and IV will receive \$1.10 per hour to wages and/or fringes at the Union's option.

Effective April 1, 2005, Groups I, II, III, IIIA and IV will receive \$1.05 per hour to wages and/or fringes at the Union's option.

Effective April 1, 2006, Groups I, II, III, IIIA and IV will receive \$1.05 per hour to wages and/or fringes at the Union's option.

If the union desires to convert any of the wage increases to fringe benefits, it will serve written notice to the Association at least thirty (30) days prior to the effective date of any annual wage installment due.

Group V will receive 50% of the Group I rate in each year of this agreement.

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

**Wages for Apprentices:**

A. The apprentice rate is a percentage of the journeyman wage rate for the Appropriate classification for the area he is employed, as established in the collective bargaining agreement. This hourly percentage shall be rounded to the next higher multiple of five cents.

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

**APPRENTICE:**

First year – 65% (no pension shall be paid for first year apprentices)

Second year – 75% of the Group 1 Rate in the area where employed

Third year – 85% of the Group 1 Rate in the area where employed

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

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

**PREMIUMS:**

Tower Crane	Twenty-five cents (25¢) per hour.	
Crane or Rigs,	100 ft. of boom and over (including jib)	- Twenty-five cents (25¢) per hour.
	150 ft. of boom and over (including jib)	- Thirty-five cents (35¢) per hour.
	200 ft. and over (including jib)	- Seventy-five cents (75¢) per hour.
	225 ft. and over (including jib)	- One dollar (\$1.00) per hour.

\*See Article IX, Section 4, paragraph 5

Certified Crane" operator will receive a premium increase of \$.50 per hour effective 4-01-03, an increase of \$.25 per hour effective 4-01-04, and an increase of \$.25 per hour effective 4-01-05.

Crane operators will receive the above premium increases only when certifications are required by Project Owner within the territorial jurisdiction of Local 101, in the State of Missouri. This clause, including future increases, will be null and void in the event that State or Federal law mandates crane certification.

On Refineries and Power Plants where the contract price on a single contract is Fifty Million Dollars or over and the Employer for such project employs ten (10) engineers, there shall be a Foreman who shall receive Fifty cents (50¢) per hour above the GROUP I classification. When such an Employer has twenty-five (25) engineers, there shall be a General Foreman who shall receive Seventy-five cents (75¢) above the GROUP I classification.

**SUBSISTENCE:** When an employee is sent out of the city overnight, or is required to temporarily transfer to work of the Employer which is located out of the county and is required by Employer to live in the locality of the job at other than his usual and normal residence, the Employer shall reimburse said employee for reasonable transient living expenses in an amount to be mutually agreed upon between Employer and employee. Employees who apply for work and are hired at said job site shall not be entitled to receive the above living expenses.

**TRAVEL:** In hardship cases on out-of-town jobs, the parties hereto and the contractor involved will negotiate travel expenses.

**PREDETERMINED WAGE:** If the predetermined wage issued by the State Division of Labor Standards or the United States Department of Labor is less than those in the schedule of rates in this contract, the predetermined rates shall be the rate for the project. However, if the predetermined amounts for health insurance and pension benefits are less than the amounts set forth in this contract, the employer agrees to pay the basic hourly rate set forth in the predetermination plus the full health insurance and pension benefits called for in this contract.

**MARKET RECOVERY:** The Union, at its sole discretion, may grant relief to the Employer if the Union feels relief is in the best interest of the parties. This issue shall not be subject to arbitration. All signatory contractors bidding on that same job shall be given the same relief.

## ARTICLE VII FRINGE BENEFITS

**Section 1.** In addition to the wages set forth in the schedule under Article VI of this Agreement, the Employer agrees to contribute the amounts set forth below for each hour worked, whether regular or overtime, on behalf of all employees covered by this Agreement to the CENTRAL PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS, established September 7, 1960, presently located at 411 Chesapeake Street, N.W., Washington, D.C.: Three Dollars (\$3.00) per hour.

**Section 2.** On all work covered herein each Employer shall pay into the CONSTRUCTION INDUSTRY LABORERS WELFARE FUND, presently located at 116 Commerce Drive, Jefferson City, Missouri, the amounts as set forth in A, B, C, D, E and F, below for each hour worked (whether regular or overtime).

A. **HEALTH & WELFARE:** On all work covered herein, each Employer shall pay into the Local Union Number 101 Health & Welfare Fund Three dollars and fifty cents (\$3.50) for each hour worked, whether regular or overtime, on behalf of all employees covered by this Agreement and the parties hereto agree to be bound by the terms and provisions of the Trust Agreement establishing such Health & Welfare Fund.

With regard to Health & Welfare fringe benefits, as set forth in this Agreement, it is agreed by the Association and the Union that the Union retains the option to implement a new Taft-Hartley Health & Welfare Plan or to change the provisions of any such Taft-Hartley Health & Welfare Plan, as long as any such changes are effectuated without any additional cost to the Employer. If any change is effectuated during the lifetime of this Agreement, then the Union agrees to give the Association notice in writing 30 days prior to the effective date of any such changes, and further agrees to so notify the Association that said changes have been implemented without additional cost to the Employer.

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

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

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

**EMPLOYEE SAVINGS ACCOUNT:** In addition to the wages set out in the schedule attached to this Agreement, each employer agrees to pay for all work performed in the area shown in Article V, thirty-five cents (\$.35) per hour for each payroll hour, into the Operating Engineers' Local 101 Vacation Fund, which will then be transmitted into the United Labor Credit Union to be credited to his individual account. (This shall be added to wages in making the required statutory deductions and the full \$.35 per hour remitted to the Fund.)

**C.** Included in the wages set forth in the schedule under Article VI of this Agreement are Supplemental Dues of fifty cents (\$.50) per hour for each hour worked, whether regular or overtime, for all employees covered by this Agreement. During the term of this Agreement and continuing thereafter in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in a form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the Employer shall then deduct the sums set forth above for all hours worked, whether regular or overtime, as supplemental dues.

**D.** In addition to the wages set forth in the schedule under Article VI in this Agreement, each Employer agrees to pay for all work performed in the area shown in Article I, Ten Cents (\$.10) per hour for each payroll hour to the Builders' Industry Advancement Fund. This fund is administered by a committee appointed by the Association and has been created to train and improve the efficiency of workmen, to improve conditions of the building industry as a whole, for industry, public and labor relations, and to enter into any other undertaking whatsoever that will serve to advance and promote the building industry. Said sums shall be remitted to the Association and reporting of these sums shall be made in the same manner and on the same forms provided for payments of contributions to the Construction Industry Laborers Welfare Fund required under this Article VII.

**E.** In addition to the wages set forth in the schedule under Article VI in this Agreement, each Employer agrees to pay for all work performed whether regular or overtime in the area shown in Article I, Five cents (\$.05) per hour for each payroll hour to the employees' Apprenticeship program. This fund has been created to provide vocational training and improve the efficiency of workmen through educational and informational programs. Said sums shall be remitted to the Association and reporting of these sums shall be made in the same manner and on the same forms provided for payments of contributions to the Construction Industry Laborers Welfare Fund required under this Article VII.

**F.** In addition to the wages set forth in the schedule under Article VI in this Agreement, each Employer agrees to pay for all work performed whether regular or overtime in the area shown in Article I, Nine cents (\$.09) per hour for each payroll hour to the Construction Industry Substance Abuse Program Fund (CISAP). This fund has been created to provide drug testing and to improve industry standards and provide for the safe and efficient performance of work. Said sums shall be remitted to the Association and



reporting of these sums shall be made in the same manner and on the same forms provided for payments of contributions to the Construction Industry Laborers Welfare Fund required under this Article VII.

Payments for A, B, C, D, E and F above shall be made to the Plan's office not later than thirty (30) days after the end of each month on such form furnished to the Employer by the Trustees of the Plan and shall set forth the names, social security numbers and the hours worked by each employee for whom payments shall have been made during the period and such other information as the Trustees desire. Upon receipt of said payments the Plan shall credit said payments to the account for the particular benefit for which payment has been made.

**Section 3.** Should a payment be made later than thirty (30) days after the end of the month in which the work was performed, the employers agree to add twenty percent (20%) to the amount due as liquidated damages and not as a penalty.

**Section 4.** In the event payment is not made to the Plan within thirty (30) days following the end of the month in which the work was performed, and because of such delinquency, claims for benefits are denied employees of such Employers who would have been eligible for benefits if the Employer had not been delinquent, such Employer agrees to reimburse such employees or survivors of their estates in an amount equal to that which would have been paid by certificate through the Welfare Fund Office; provided, however, the foregoing shall not apply to a member of the Builders' Association of Missouri signatory to this Agreement unless such member has been notified prior to the occurrence of the event creating the claim for benefits by certified letter concerning the delinquency of payment due on behalf of such employee or employees by the Welfare Fund Office and the delinquent member Employer does not comply with the request for payment within ten (10) days. A copy of such certified letter shall be furnished the office of The Builders' Association.

**Section 5.** When reports or contributions are received more than thirty (30) days after the end of the calendar month in which the hours were worked, the Employer shall pay and the Trustees collect as liquidated damages an amount equal to twenty percent (20%) of each delinquent monthly contribution. Liquidated damages shall apply and be assessed whether or not litigation is required to collect the contributions.

Interest shall be imposed on and received from delinquent Employers as follows:

Interest on the unpaid contributions computed per annum at the rate prescribed in Section 6621 of the Internal Revenue Code (presently sixteen percent (16%)). Interest shall apply and be assessed whether or not litigation is required to collect the contributions.

In the event litigation is instituted by the Fund to collect delinquent contributions, liquidated damages and interest as provided above shall be assessed. In addition to liquidated damages and interest, the following shall also be imposed on and received from the delinquent employer:

- a) Reasonable attorneys' fees and costs of litigation; and
- b) Reasonable costs of the audit

**Section 6.** The employers also agree to permit representatives of the Funds' office to examine payrolls, social security reports and other records necessary to determine amounts due the Funds' office under this section of the Agreement provided that such examination of records shall not be made more frequently than once every three (3) calendar years.

More frequent audits will be allowed, if necessary, due to non-reporting or inaccurate reporting of fringe benefits by the Employer.

**Section 7.** It is agreed that a portion of the wage in effect during the term of this Agreement may be apportioned to payments to the established fringe benefit programs provided the Union gives a written notice to such effect to the Association thirty (30) days prior to the effective date of any such change. In this event the wage in effect on such date shall be adjusted downward to conform with the changes so made.

## ARTICLE VIII PRE-BID CONFERENCE

In areas where open shop work is predominant or non-union contractors are known to be bidding, at the request of either party, the Association and the Union agree to hold a pre-bid conference prior to bidding. The Union, at its sole discretion, may grant relief to the employers if the Union feels relief is in the best interest of the parties. This issue shall not be arbitrable. All signatory contractors bidding on that same job shall be given the same relief.

## ARTICLE IX WORKING RULES

**Section 1. Elevators and Hoists.** Elevators, cage hoists or tower hoists, if used at any time in the hoisting and lowering of material or rubbish or used in the alteration of buildings, shall be in charge of, and operated by, an engineer. (Elevator is defined as a cage or platform or similar method when being raised or lowered by mechanical means.) It shall be further defined to mean inside building elevators when they are used for the hoisting of building and construction materials.

**Section 2. Power-Operated Heaters.** No engineers will be required on the first four (4) power-operated heaters used by an employer. When seven (7) power-operated heaters are used an oiler will be required to take care of same, and an additional oiler will be required with each additional eight (8) power-operated heaters used.

**Section 3: Concrete Pumps, Siphons, Jets and Well point systems.** Engineers will be required on the operation of concrete pumps, siphons and jets and well point systems.

**Section 4. Small Machines.** General contractors having small machines and sub-contractors having contracts direct from general contractors having small machines, will not be grouped as a single contractor.

Small machines are hereby defined to be air compressor less than 160 feet capacity, welding machines 300 amps or under, pumps under four inches, light plants under 7½ K.W. and conveyors.

When an engineer is otherwise employed on the job three of such machines on the job will be operated under his supervision and the engineer on the job will be allowed such time to properly care for such machines.

When an engineer is not otherwise employed on the job four of these small machines may be operated without an engineer. The parties acknowledge that operation of all power equipment is included in the craft jurisdiction of this Union and only make this provision in this contract in view of the economic problem involved and without having the benefit of substantial experience in the solution of it.

Where there is more than one prime contractor on a project, any such prime contractor operating three small machines and having an oiler or engineer otherwise employed on such project shall assign such oiler or engineer to such machines and such designee shall receive Fifteen cents (15¢) per hour above regular rate of pay.

An operator will be required with four of these small machines and may operate eight such machines at any one time. An additional operator will be required with each additional eight machines, or fraction thereof, in use.

**Section 5.** All air compressors displacing 160 feet or more of air, all welding machines over 300 amps, pumps four inches or over, light plant generators 7½ K.W. or over, and concrete mixers will require an operator to one or two such machines.

**Section 6. Master Mechanics.** When a master mechanic is employed by an employer, he shall perform and be in charge of all repairs with the assistance of the other mechanics or other employees in the bargaining unit here involved. The Master Mechanic shall secure help as needed on the jobs, if directed to do so by the employer. The employment of a master mechanic shall be optional with operating engineer at the mechanic's rate of pay plus Twenty-five cents (25¢) per hour above its regular scale of wages. The mechanic shall do repair work of any and all kinds on 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 its own employees.

**Section 7. Oiler (and apprentice, when employed).** The oiler (and apprentice when employed) shall perform work incident to the operation of the piece of equipment to which assigned by the Employer, assist the operator thereof generally in the performance of the latter's duties, such as greasing, oiling, fueling of the machine, and make himself generally useful toward the progress of the job. At the Employer's option the oiler (and apprentice, when employed) shall take lunch before or after the engineer's lunch period. The oiler (and apprentice, when employed) shall not be assigned work which is normally performed by other employees in the bargaining unit here involved except temporarily or where no engineer is readily available or to permit said oiler to complete a full day's work on any piece of equipment. Oilers assigned to do work of operating engineers shall receive the rate of pay prescribed and applicable to the particular unit of equipment to which assigned.

**Oilers.** Oilers shall be employed on trenching machines, locomotives and dredges, also on cranes (except tower cranes and self-propelled hydraulic cranes) clamshells, draglines, backhoes (except all rubber-tired backhoes), power shovels and drill rigs, including rotary and churn drills. Oilers must clean, oil, fuel and make machines ready for work before starting time if required to do so. If such time takes more than one-half hour, oilers shall be paid at the overtime rate. Oilers are required to hook mats, help change or replace cables, or assist operator on anything that applies to the operator's work. The oiler shall work under the supervision of the operating engineer.

**Section 8. Operators.** The duties of the operator will be those incident to the operation of and running repair of the equipment to which assigned.

When performing masonry work fork lifts will be assigned and operated by an engineer. The second man on the job, not counting the Bricklayers, will be an operator if a machine is being utilized.

**Section 9. Repairs.** All repairs, alterations or adjustment to equipment under jurisdiction of operating engineers must be done by the engineer and apprentice while on the jobsite or under the supervision of the engineer.

**Section 10. Flexible Starting Time.** The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week, provided that it does not conflict with federal, state, or local regulations or laws.

When the four (4) ten hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m., exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a weeks' work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer.

When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

The Employer shall have the option of changing the regular work day or work week on any job when conditions as stipulated by the owner or the operating authority requires accommodations by the Employer. Starting time may be adjusted to fit circumstances of Employer with the concurrence of the union business agent.

If Friday and/or Saturday is worked as a make-up day, work shall proceed for a full shift unless prevented from working by inclement weather. If an employee declines to work Friday and /or Saturday as a make-up day, he shall not be penalized.

If operating engineer or apprentice starts to work any time before noon, he shall receive no less than four (4) hours time. If engineer or apprentice starts to work any time after noon, after having worked any time before noon, he shall receive not less than eight (8) hours time. If engineer or apprentice starts to work any time after noon, he shall receive not less than four (4) hours time. Minimum time as set out above does not apply when work is halted because of rain or inclement weather or anything beyond Employer's control.

In order to be entitled to receive the guaranteed eight (8) hours referred to in the Agreement, the employee shall perform other work offered to him by the Employer and must stay on the project site until normal quitting time. If the employee refuses the other type of work or to stay on the site, or if a condition exists beyond the Employer's control, then the pay shall terminate at such time.

**Section 11.** Employees called to work but not put to work shall receive one (1) hour's pay at appropriate rate. If an employee has been told to report for work and work is called off, it shall be the responsibility of the Employer to notify the employee that work has been cancelled, regardless of employee's place of residence.

Employees called to work on holidays but not put to work shall receive four (4) hour's pay weather permitting at the applicable rate. Employees starting work on holidays shall receive a minimum of eight (8) hour's pay weather permitting at the applicable rate.

**Section 12.** Double time shall be paid for Sunday and holidays. The following days shall be recognized as holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays falls on Sunday, the following Monday shall be observed as the holiday. If any of the above holidays falls on a Saturday the preceding Friday shall be observed as the holiday.

No work is to be performed on Labor Day except in case of jeopardy to work under construction. This rule is to apply to protect Labor Day.

**Section 13. Shift Work.**

A. Two (2) or three (3) shifts shall be permitted. The second shift shall begin at 4:30 P.M. and end at 12:30 A.M. with one-half (1/2) hour for lunch between 7:30 P.M. and 9:00 P.M. and shall receive eight (8) hours' pay. The third shift shall begin at 12:30 A.M. and end at 8:00 A.M. with one-half (1/2) hour for lunch between 3:30 A.M. and 5:00 A.M. and shall receive eight (8) hours' pay.

B. Employer must notify steward on the job, or Business Representative, twenty-four (24) hours previous to starting of shift work.

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

**Section 14. Pay Day.** It shall be the right of the Employer to name an established weekly pay day of his choosing. Not more than six (6) days shall be held back from the employee's pay check for any pay period. Pay check shall be delivered to employee at jobsite. Each pay check shall have a stub showing the number of straight time hours, the number of overtime hours, and the total number of fringe benefits being paid. If employees are compelled to wait after 4:30 P.M. for their pay they shall be entitled up to eight (8) hours straight time rate of pay for every twenty-four (24) hours waiting time, provided the delay is occasioned by willful negligence of the employer or his agents. In the event of layoff or discharge or if the employee quits of his own accord, the employee shall be paid on the next regular pay day.

**Section 15. Layoffs.**

A. Any employee laid off any time during the day for any reason except for rain or inclement weather shall immediately lay up his engine for a day and must remain away from it for the remainder of the day unless called to report back to work, in which case, he shall receive not less than eight (8) hours' pay at regular scale of wages.

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

**Section 16. Safety Rules.**

A. All machines operated by employees must be safely protected from falling materials and properly protected from inclement weather. If a machine is operated more than two (2) days, engineers shall demand a suitable shelter be built over the machine and shall cease work if shelter is not built.

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

**Section 17. Steward.**

A. Steward may be appointed by the Business Representative, if and when deemed necessary. There shall be no discrimination against any employee acting as Union

Steward and whenever possible the performance of duties as steward shall be outside working hours.

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

#### **Section 18. Machine Changes.**

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

An Engineer shall not be limited on changes he can make for a Masonry Contractor.

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

### **ARTICLE X OWNER-OPERATOR**

The term "owner-operator" shall be construed to mean those persons who own, lease, rent or borrow equipment which they personally operate in the performance of their duties as an employee of an employer covered by this Agreement.

The Employer shall issue to owner-operator, separate checks for their personal operating services and for rental of the equipment.

The wage rates and fringe benefits provided elsewhere in this Agreement shall govern the payment for personal services.

For the purpose of this Article, a subcontractor shall be deemed to be as defined by Webster. Subcontractor, "One who contracts to supply or construct for a stipulated sum under another contractor."

### **ARTICLE XI ARBITRATION**

**Section 1.** This Agreement is a guaranty there will be neither suspension of work nor lockout, and all grievances and disputes (excluding jurisdictional disputes) between the Employer and the Union, or between different crafts on the work, will be handled as hereinafter provided. The Union agrees that, during the term of this Agreement, it will not cause, authorize, permit or take part in any strike, slow-down, sit-down, picketing, cessation of work or acts affecting progress of work being done, and the employers agree that, during the term of this Agreement, they will not suspend work or lockout their employees.

**Section 2.** If disputes arise which cannot be adjusted between the parties involved, they shall be taken up between a representative of the Union and a representative of the Association. A settlement reached between the representatives of the Union and the Association shall be final and binding on all parties. The representatives of the Union and the Association shall have three (3) days after their conference to settle the dispute satisfactorily; then, if the matter cannot be settled each party shall, within two (2) days, refer the matter to an arbitration board. The arbitration board shall consist of one member

appointed by the Association and one member appointed by the Union, and the two (2) parties shall agree upon a third disinterested party within twenty-four (24) hours. If a third disinterested party has not been agreed upon within twenty-four (24) hours, then immediately the Union and Association representatives shall jointly write to Federal Mediation and Conciliation Service, Washington, D.C., requesting a panel of five (5) arbitrators. Upon receipt of the panel, the Union and Association arbitration representatives shall alternately strike names until the panel has been reduced to one (1) person who shall then be requested to serve as impartial arbitrator. Should he be unable to serve, a new panel of five (5) shall be requested from FMCS. The arbitration board shall convene not later than three (3) days after its final selection and shall render its final written decision within four (4) working days thereafter, which decision shall be binding on the parties, and must be in writing.

**Section 3.** This Article shall apply solely to employers who are currently members of the Association. Any Employer not a member of the Builders' Association of Missouri may receive the benefits and assume the obligations of this Agreement by becoming a member of the Builders' Association of Missouri and accepting this Agreement.

The provisions of this Article shall not apply to any Employer not a member of the Builders' Association of Missouri who agrees in writing to adopt, ratify and comply with the terms of this Agreement unless such Employer is a subcontractor of a member of the Builders' Association of Missouri, and then only during the period and on the project where the subcontractor relationship exists.

## **ARTICLE XII JURISDICTION OF WORK**

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

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

## **ARTICLE XIII OTHER AGREEMENTS**

It is further agreed by the parties hereto nothing in this Agreement shall preclude the making of agreements between the Union and individuals or firms who are not members of the Association. However, it is further agreed the Association shall automatically be given the advantage of any lower rate of wages or better terms and working conditions than those resulting through this Agreement if obtained by any employer of members of the Union on similar work done within the jurisdiction of this Agreement.

## **ARTICLE XIV DRUG AND ALCOHOL TESTING**

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

The parties agree to incorporate herein by this reference the Mo-Kan Construction Industry Substance Abuse Program (CISAP) Agreement they have entered into and dated April 1, 2003. As a

condition of employment, an Employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP program.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then any Employer may require a blood alcohol content test or urine drug test on any employee who has been involved in an accident on the job or when the Employer has reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place. Such drug and alcohol test must be carried out in a professional and accurate manner. Any test or action taken as a consequence thereof shall be the sole and exclusive responsibility of the Employer who uses or acts upon it and such Employer shall hold the Union and the Association harmless from any liability that results therefrom and from the cost of any litigation involving the use of such tests or any acts by the Employer as a consequence of such tests.

**ARTICLE XV  
TERM**

This Agreement shall be effective April 1, 2003 and shall remain in full force and effect until March 31, 2007, and shall be automatically renewed from year to year thereafter unless opened by either party hereto for changes or termination by notice to the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to the expiration date.

Executed this 25<sup>th</sup> day of April, 2003.

**THE BUILDERS' ASSOCIATION**      **OPERATING ENGINEERS LOCAL UNION**  
**101, AFL-CIO**

James L. Hunter Jr.      Rodger Kamm



**OUTSTATE LABOR BULLETIN****THE BUILDERS' ASSOCIATION**

Serving Missouri and Kansas

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April 3, 2003

**TO: ALL CONTRACTOR MEMBERS (SPRINGFIELD AREA)**

As a result of recent negotiations, **The Springfield HOISTING ENGINEERS LOCAL #101**: and The Builders' Association have agreed to a new four year contract, Contract Term: 4-1-03 through 3-31-07 with increases of \$1.10, \$1.10, \$1.05 and \$1.05 each consecutive year. The Springfield Hoisting Engineers Local 101 have advised us that they wish to distribute their April 1, 2003 economic increase of \$1.10 as follows: (\$.25) is to be added to Wages, (\$.35) is to be added to the Vacation Fund, (\$.50) is to be added to the Health & Welfare Fund. In addition to the above, (\$.09) has been allocated to start the CISAP Drug Testing Program.

The April 1, 2003 distribution will result in the following wage changes:

**All Groups I, 2, 3, 3A and 4** classification wages/fringes will increase by One Dollar and ten cents (\$1.10) per hour; and of this amount (\$.25) shall be distributed to wages. **Group V** Automatic Elevator, 50% of Group I.

Group I wage rate is \$19.53 per hour; Group II wage rate is \$18.15 per hour; Group III wage rate is \$17.55 per hour; Group IIIA wage rate is \$17.13 per hour; Group IV wage rate is \$16.95; Group V wage rate is 50% of Group I. Each of the above wage rates includes \$.50 Supplemental Dues.

In addition to Wages, Fringe Benefit Contributions will be as follows: Health and Welfare, three dollars and fifty cents per hour (\$3.50); Pension, three dollars per hour (\$3.00); Vacation Fund (new fund), thirty-five cents per hour (\$.35); Industry Advancement, ten cents (\$.10) per hour; and the Apprenticeship Fund at five cents (\$.05) per hour; and the CISAP (Drug Testing Program), nine cents per hour (\$.09). In addition to fringes, Supplemental Dues which is included in the above wage rates will remain at \$.50 per hour to be **DEDUCTED** from Wages.

**Work Rule Changes:**

1. Certified Crane" operator will receive a premium increase of \$.50 per hour effective 4-01-03, an increase of \$.25 per hour effective 4-01-04, and an increase of \$.25 per hour effective 4-01-05.
2. A "225 ft. and over (including jib) premium category will be added to Article VI at a rate of \$1.00 per hour.
3. An Apprenticeship program has been instituted as follows:

First year	65% (no pension shall be paid for first year apprentices)
Second year	75% (all fringe benefits paid)
Third year	85% (all fringe benefits paid)
4. A Vacation Plan has been instituted at \$.35 per hour.
5. A new, innovative, industry-wide drug-testing program called the Construction Industry Substance Abuse Program (CISAP) has been approved. Details of this exciting new program, how it will be implemented and how it will benefit our industry will be addressed in a further bulletin. The cost to the employer will be \$.09 per hour.

If you require additional information, please contact me at (573) 893-3307.

Sincerely,



Steve Baker, Manager  
Central Missouri & Southern Divisions

SWB/mm