
LOCAL UNION 513
INTERNATIONAL UNION
OF OPERATING ENGINEERS

and

THE ASSOCIATED GENERAL CONTRACTORS
OF MISSOURI, INC.

MAY 1, 2009 THROUGH APRIL 30, 2014

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AGREEMENT

This Agreement is entered into this 1st day of May, 2009 between the Associated General Contractors of Missouri, Inc., acting as negotiating agent for and on behalf of those of its members (hereinafter referred to as "Employers" or "Contractors") who accept and sign this Agreement or a facsimile thereof and Local Union No. 513, affiliated with the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the "Union".

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

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

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

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

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

ARTICLE I JURISDICTION OF AGREEMENT

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

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

ARTICLE II PURPOSE

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

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

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

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

ARTICLE III DEFINITION AND SCOPE

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

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

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

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

ARTICLE IV HIRING PROCEDURE AND TRANSFER OF EMPLOYEES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

m) OSHA 10: In order to promote a safer working environment, each employee covered by the Agreement, as a condition of employment on and after August 28, 2009 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.

Applicants for employment shall be classed in the following groups:

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

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

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

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

ARTICLE V UNION SECURITY

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

ARTICLE VI WORKING CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seniority on a given machine shall terminate when machine is moved off the job. Seniority on a given machine shall also terminate when the attachments to that machine are changed for example, but not limited to, crane from hook to bucket to clamshell to

dragline to backhoe to shovel, etc. and bulldozer from tractor to blade to scoop, etc. When attachment is changed, the original employee on the machine shall be given an opportunity to prove his qualification with the new attachment in accordance with qualification Article VII, Section 2. The above reference to termination of seniority when machine is moved off the job shall not apply in event of breakdown.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII SMALL MACHINES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII OILERS AND FIREMEN

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

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

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

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

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

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

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

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

ARTICLE IX ASPHALT PLANTS

All Traveling Asphalt Plants shall be operated exclusively by operating engineers. All repairs and maintenance on Traveling Asphalt Plants shall be performed by operating engineers under this Agreement.

ARTICLE X REPAIRS AND MAINTENANCE

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

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

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

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

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

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

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

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

ARTICLE XI STEWARDS

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

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

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

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

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

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

ARTICLE XII WORKING TIME AND OVERTIME

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

It is understood that an employee shall have thirty (30) minutes lunch period in the middle of a shift. If he is required to work

through the lunch period, he will be paid one-half (1/2) hour overtime and be allowed a short time to eat.

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

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

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

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

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

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

SECTION 2. HOLIDAYS. New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas are holidays. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above enumerated holidays or days observed as such, or Sundays, they shall receive double the regular rate of pay for such work. The above paragraph shall apply to the four ten's Monday through Friday work week. The ten (10) hours shall be applied to the 40-hour work week.

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

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

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

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

However, no shift shall be started between midnight and 6:00 a.m., except the graveyard shift on a three-shift operation, or

except in unusual or emergency situations by agreement between the Employer and the Union, regardless if the project is working one or two shifts.

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

Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning shall be at a straight time rate.

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

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

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

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

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

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

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

ARTICLE XIII WAGE AND PAY DAY CONDITIONS

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

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

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

SECTION 4. All work bid prior to 5/1/09 will receive the current negotiated rate and will continue to receive the current

negotiated raises and fringe benefit raises and benefit contribution increases.

All work bid after 5/1/09 will receive the current negotiated raises and benefit contribution increases and will continue to receive any yearly increase in the Health and Welfare only. All other benefits shall remain the same for twenty-four (24) months from the bid date and then will receive the then negotiated current rate and will continue to receive the effective yearly increases in wages, fringe benefits and benefit contributions.

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

Apprentices will be exempt from this clause.

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

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

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

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

<p style="text-align: center;">ARTICLE XIV FRINGE BENEFITS AND APPRENTICESHIP LOCAL NO. 513</p>
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SECTION 1. HEALTH AND WELFARE. In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for each payroll hour in the following counties where the work is performed and shall identify the county on the report form, except for retirees:

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

Six dollars (\$6.00) per hour for each payroll hour of those employees to the Welfare Fund of Engineers, Local Union No. 513, established pursuant to a Trust Indenture dated May 1, 1966, by and between Local Union No. 513, affiliated with the International Union of Operating Engineers, and the Associated General Contractors of St. Louis and the Site Improvement Association and the parties hereto agree to be bound by the terms and provisions of said Trust Agreement.

"Except as provided herein for the Annuity Fund for Retirees", fringes benefits 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 XIV, the term "retiree" shall mean an employee who has retired and commenced receiving benefits from the Local Union 513 Pension Fund.

SECTION 2. PENSION. In addition to the wages set out in the schedule attached to this Agreement, each Employer agrees to pay for each payroll hour in the counties set forth in Section 1 above, eight dollars and fifteen cents (\$8.15) per hour for each payroll hour of those employees to the Local Union No. 513 Pension Fund, except for retirees, established pursuant to the Agreement and Declaration of Trust between the Associated General Contractors of St. Louis and Local Union No. 513, affiliated with the International