

**ROCKFORD NINE COUNTY BUILDING AGREEMENT**

BETWEEN

**NORTHERN ILLINOIS BUILDING CONTRACTORS  
ASSOCIATION**

AND

**NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION**

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150, AFL-CIO**

EFFECTIVE

JUNE 1, 2011

THROUGH

MAY 31, 2014

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## **ROCKFORD BUILDING AGREEMENT**

THIS AGREEMENT will provide the parties with the assurance that during the term of this Agreement a fair and honorable relationship will continue. This Agreement provides wage rates and fringe benefits commensurate with the skills and abilities of the workmen and also guarantees that the contractors will receive a service and cooperation in getting the job done.

You will note that this contract contains agreements which were reached through understanding the problems of each of the parties by the method of free and honest collective bargaining. This Agreement now becomes part of our everyday working relationship and it is yours to be administered wisely, adhered to in every respect and defended to the utmost of our ability.

## **JOINT AGREEMENT**

THIS AGREEMENT, made and entered into the 1st day of June, 2011, by and between the **NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, AND THE NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION**, for and on behalf of the present and future members of its Member Associations, hereinafter for convenience, referred to as the “Employer” and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 150, AFL-CIO**, hereinafter for convenience, referred to as the “Union”.

THIS AGREEMENT shall cover the following named counties: **BOONE, CARROLL, DEKALB, JO DAVIESS, LEE, OGLE, STEPHENSON, WHITESIDE AND WINNEBAGO.**

THIS AGREEMENT is based upon the understanding that the Employer and Union have a common and sympathetic interest in the Construction Industry. Progress in the industry demands a mutuality of confidence between the Employer and the Union. Accordingly, a working system and harmonious relations are necessary to improve and further the relationship between the Employer, the Union, and the Public, so that all will benefit by continuous peace and by adjusting any differences by rational common sense methods.

THIS AGREEMENT shall be in full force and effect from June 1, 2011, through May 31, 2014.

NOW, THEREFORE, it is hereby agreed as follows:

## **ARTICLE I**

### **SECTION 1 - BARGAINING UNIT**

The Bargaining unit shall consist of all persons engaged in work covered by the occupational jurisdiction of the Union with reference to any and all of the classifications described in Article I, Section 3, "SCOPE OF WORK," and Article VIII, Section 1 "WAGE RATES AND FRINGE BENEFITS," the wages, hours of work and all other terms and conditions of employment set forth in this Agreement, and the operation, maintenance, repair, moving, dismantling and assembly of equipment covered by this Agreement used on building and construction work regardless of motive power and/or mode of control.

The Bargaining Unit shall also include, for the purposes of Article IX, Section 1 and 2, and for such purposes only, such persons in the employ of an Employer herein referred to as "Supervisors", defined in the LMRA, as amended, as follows:

- . . .have authority, in the interest of an Employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline, other employees, and who have responsibility to direct them or adjust their grievances, or effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not merely of a routine or clerical nature, but requires the use of judgment and, provided, further, that such Supervisor:
- a. has heretofore been included as a member of the "Bargaining Unit" as that term is defined in the preceding paragraph of this Article I, Section 1, or as defined in any previous collective bargaining agreement entered into between the parties hereto; and,
  - b. was an employee on whose behalf at least five (5) years prior to the effective date of this agreement contributions were required to be made for at least five thousand (5,000) hours worked, or wages received, as the case then required.

### **SECTION 2 - RECOGNITION**

The Associations recognize the Union as the sole and exclusive bargaining agent for all

persons employed in work covered by the occupational jurisdiction of the Union by Employers who are now members of the Associations and who have given their bargaining rights to the Associations, or such Employers as may hereafter become members of the Association and who give their bargaining rights to the Associations or Employers signatory to this Agreement. The Union recognizes the Associations as the sole and exclusive bargaining agent for its members on whose behalf they have bargaining authority and for such other firms, persons, or corporations as may hereafter become members of the Associations and give their bargaining rights to the Associations. The Associations shall keep the Union advised in writing on a current basis, immediately upon any change, as to what Employers are members of their respective Associations and whether or not the Employer-member has given the Association their bargaining rights. All other contractor Employers engaged in work covered by classifications in this Agreement and the occupational jurisdiction of the Union shall be subject to the terms of this Agreement.

### **SECTION 3 - SCOPE OF WORK**

- A. This Agreement shall apply to work classifications and operations incidental thereto as are herein generally accepted as Building Construction as: construction, erection, modification, addition to or improvement of a building structure or structures, the construction, erection, modification, addition to or improvement of an industrial plant or commercial construction and the driving of sheeting, piling, caisson work, slurry operations, within and including the foundation area of a building, rapid transit stations and pump and lift station structures above connecting sewer lines, all excavating, foundation work or dewatering or any work directly related to the aforementioned types of building construction including railroad spurs other than the main railroad right of way.
- B. In addition to the type of work operations listed in Section 3A of this Article, it shall include the following work operations which shall be paid for at the rate of time and one-half (1-1/2) for all daily overtime and Saturdays for maintenance repair, renovation and replacement work that is performed within various existing industrial plants.

The definition and limitation of maintenance repair, replacement and renovations work shall be:

1. The word REPAIR used within the terms of this Agreement is work required to restore by replacement of parts of existing facilities to efficient operating condition.
2. The word RENOVATION used within the terms of this Agreement is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.
3. The word REPLACEMENT used within the terms of this Agreement is work required to modify, supplement or efficiently update existing facilities.
4. The term EXISTING FACILITIES used within the terms of this Agreement is limited to constructed unit already completed and shall not apply to any new unit to be constructed in the future even though the new unit is constructed on the same property or premises.

In the application of this Section, the aforementioned classifications of work and operations shall not be interpreted to include work as defined in the Heavy and Highway and Underground Agreement by and between Northern Illinois Building Contractors Association and the Northwestern Illinois Contractors Association and Local 150, International Union of Operating Engineers. However, when a member of the bargaining unit is working within the scope of this Agreement and then is required to work within the scope of another agreement the same day, the conditions and wages in the contract most beneficial to the Employee shall prevail.

#### **SECTION 4 - UNION SHOP**

- A. All persons covered by this Agreement shall be obligated to become members of the Union after the seventh (7th), but not later than the tenth (10th) day of employment, the date of the execution of this Agreement or the effective date of this clause, whichever occurs later, as a condition of continued employment. All persons who are members of the Union shall maintain their membership in the Union as a condition of continued employment. Any person who fails to become a member of the Union or fails to maintain his membership therein, or non-member who fails to pay required permit fees, in accordance with the foregoing shall forfeit his right of employment, and the Employer shall immediately discharge such employee upon receipt of written notice from the Union provided, however, that the foregoing shall be strictly interpreted, construed and applied in accordance with the applicable provision or provisions of the National Labor Relations

Act, as amended.

## **B. MANAGEMENT RIGHTS**

The right to manage and conduct the business, including the right to determine what operations are to be conducted, the methods and means of all operations, to introduce new, improved or changed methods, equipment or facilities, to determine the machinery and equipment to be utilized, the right to hire, promote, manage and direct the work force, to schedule the days, hours and shifts of operation, to determine when overtime shall be worked, to layoff and recall employees, to curtail or close down any operation, to sell and dispose of all or any part of the Employer's assets, and to contract or subcontract work, except as specifically limited by this Agreement, are reserved solely to the Employer.

## **SECTION 5 - PRE-JOB / JOB CONFERENCE**

Either party may before or after a job is in progress, if it deems necessary, request a job conference. The job conference must be held within five (5) days from the date of request. The parties shall reduce the Employer's pre-job requirements and agreements to writing, to be signed by the Employer and Union Representative.

The Union has the option to strike if an Employer refuses a written request to attend a pre-job provided that at least forty-eight (48) hours advance written notice of the Union's intent to strike is given to the Employer. The meeting shall take place at the office of the Union, Employer, Association or a mutually agreeable location.

## **SECTION 6 - BRANCHES OF WORK**

Except as hereinafter provided, the operation of all engines and boilers on building and construction work operated by steam, hydraulic, electrical, compressed air, gas or gasoline, or any other motive power, including but not limited to pumps, pump cretes, stone crushers, air compressors, welding machines, conveyor, cableways, clamshells, derrick cars, generators and motors, overhead cranes, orange peel buckets, pile drivers, floating derricks, locomotives, locomotive cranes, all earth-moving, concrete and blacktop equipment, and all elevators used for building construction or for alteration work, shall be the work of the Operating Engineer.

## **SECTION 7 - SUCCESSOR / EMPLOYERS**

**A. Successor Employers:** This Agreement when executed by the parties herein, shall be binding upon the Union and Employer, their successor, heirs, executors, administrators, receivers in bankruptcy, receivers in equity, trustees of any such other equivalent designee.

**B. Notice to the Union:** Employer shall give notice to the Union and the appropriate Fund Office immediately after the occurrence of any of the events relating to the Employer, occurring after the date hereof:

1. Sale, assignment, transfer, or other change in name or ownership;
2. Formation of partnerships;
3. Termination of business;
4. Changes of name commonly used in business operations;
5. Change in form of business organization;
6. Incorporation of business;
7. Dissolution of corporation;
8. Name and business organization of successor;
9. Admission to or withdrawal from any association operating as a multi-employer bargaining agent.

**C. No Double Breasting:** In order to protect and preserve work for the employees covered by this Agreement, it is agreed the terms of this Agreement shall apply to any joint venture or separate construction business entity primarily engaged in the construction industry and owned or controlled by the Employer, which performs construction work of the type covered by this Agreement within the geographic jurisdiction of this Agreement.

## **SECTION 8 - ASSIGNMENT OF WORK**

**A.** The Employer hereby agrees to assign ALL work that is to be performed in the categories described in Article I, Section 3 (Scope of Work), Article VI (Preparing Equipment, et al),and/or Article VIII (Wage Rates) by employees in the bargaining unit covered by this Agreement.

**B.** The Employer, by entering into this Agreement hereby states and affirms that it is the Employer's preference to have ALL work identified or described in Article I, Section 3

(Scope of Work), Article VI (Preparing Equipment, et al), and/or Article VIII (Wage Rates) be performed by employees in the bargaining unit represented by the Union covered by this Agreement.

- C. Grievances alleging a violation of this Section, based upon assignment of work to employees and or labor organizations not affiliated with the Building and Construction Trades Department A.F.L.-C.I.O. shall be processed through the Grievance Procedure in Article II of this Agreement and shall not be considered to be a jurisdictional dispute and thereby excluded from the Grievance Procedure.
- D. The Employer agrees to compensate the bargaining unit member who would have worked but for the Employer's violation of this Section at the double (2x) time rate for all hours the bargaining unit member would have worked but for the Employer's violation.

## **ARTICLE II**

### **SECTION 1 - GRIEVANCES AND ARBITRATION**

For the purpose of this Agreement, the term "grievance" is any claim or dispute involving an interpretation or application of the Agreement by an employee, or an Employer, or the Union, or the Association that one of the other of the aforesaid persons or organization is violating or has violated this Agreement.

**STEP ONE** - A grievance shall first be taken up between the Union's Business Representative assigned to the job and a designated representative of the Employer.

The Union must file the grievance within forty-five (45) days of the date of occurrence giving rise to the grievance or when the affected employee knew or reasonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure.

The above forty-five (45) day limit may be waived for violations of Article V, Sections 1 and 2 – Starting Time - Work Day – Lunch Period and, also, Article V, Section 5 Overtime/Holidays. The liability shall be for three (3) years of the violation, verified by audit. Audit fees shall be paid for by the Company, along with a ten percent (10%) penalty payable to the Union.

**STEP TWO** - In the event that the grievance cannot be resolved within two (2) working

days of the Step One conference, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Association. In the event the Employer is not a member of an Association, the written grievance shall be submitted directly to the Joint Grievance Committee in accordance with Step Three.

**STEP THREE** - In the event the grievance cannot be resolved by the Step Two conference within seven (7) working days after receipt by the Union and the Association of the written grievance, the written grievance shall be submitted immediately to the Joint Grievance Committee (JGC) created in this Article and shall be decided within thirty (30) days of submission.

The Union and Association shall together create a Joint Grievance Committee to resolve grievances arising under this Agreement. This committee shall consist of an equal number of members representing the Employers and the Union; but with no less than three (3) members from each group. The Union or Association may appoint alternate members.

At its first meeting, the Joint Grievance Committee shall formulate rules of procedure to govern the conduct of its meetings and such rules for the processing of grievances as are not in conflict with this Agreement.

The Joint Grievance Committee shall have the power to resolve all grievances before it and shall have the right to examine all records of the Employers and employees as is reasonably necessary to resolve the grievance. The Joint Grievance Committee shall have the authority to determine and assess remedies for violations of this agreement, including but not limited to an award of back pay and equivalent benefits to the Local 150 Assistance Fund.

Where the Joint Grievance Committee, by majority vote, resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this Agreement.

If the Joint Grievance Committee is unable to resolve grievance by majority vote, the grievance shall be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Association cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with rules and procedures of the American Arbitration Association. The cost of such arbitration shall be borne equally by both Parties to the arbitration; and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this Agreement.

The time limits provided in this Section may be extended by mutual written consent of the

Union and the Association and/or the Employer or at the discretion of the Joint Grievance Committee.

Neither the Joint Grievance committee nor an arbitrator shall have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new Agreement.

There shall be no lockout by an Employer during the term of this Agreement.

Except as specifically provided for in this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement.

Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decisions by the losing party. A party which fails to comply within the seven (7) day period shall be required to pay an additional ten (10%) percent of all amounts owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover costs, including attorneys' fees, from the losing party.

## **SECTION 2 - BONDING OF EMPLOYER**

The Union may at its discretion demand a payment of bond of any Employer guaranteeing payment of all earnings and/or other fringe benefit payments as provided for in this Agreement.

## **SECTION 3 - PENALTY FOR FAILURE TO PAY WAGES OR FRINGE BENEFITS**

A. **WAGES** - If any Employer fails to pay wages, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

This clause shall be inoperative if the amount of wages is bonafidely disputed. In such instance, the Employer shall then pay the wages admitted to be due and the balance shall be settled by the arbitration procedure as provided herein.

B. **PENSION AND/OR RETIREMENT ENHANCEMENT FUND AND/OR HEALTH AND WELFARE AND/OR VACATION CONTRIBUTIONS AND/OR**

**APPRENTICESHIP AND/OR DUES DEDUCTION CONTRIBUTIONS AND/OR PAC AND/OR JOINT GRIEVANCE COMMITTEE AND/OR ARBITRATION AWARDS** - If

any Employer upon forty-eight (48) hours written notice of default to the Employer and fails to pay pension and/or retirement enhancement fund and/or health and welfare and/or vacation contributions and/or apprenticeship and/or dues deduction contributions and/or PAC and/or joint grievance committee and/or arbitration awards (if after ninety (90) days of the entry of the Joint Grievance Committee or arbitration award, the award remains unpaid), the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay including penalties set out in Article IX and X herein has been corrected.

**SECTION 4 - LEGITIMATE PICKET LINES**

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the union party to this Agreement and including picket lines at the Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily harm may be done to him.

**SECTION 5 - ACCESS TO PREMISES**

The duly authorized representative of the Union shall be allowed access to any job site or premises. If access is denied, the Union shall request an expedited grievance procedure by fax or other written communication within forty-eight (48) hours with a fine of Ten Thousand Dollars (\$10,000.00) per week. For this purpose it shall, be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so. It shall be the duty of the Union representatives to notify the Employer, superintendent or other representative prior to job site entry.

## **SECTION 6**

### **A. NO DISCRIMINATION**

It is understood and agreed that the Employer shall not discriminate against any member of the Union, any of its officers, its stewards, or any member serving as a member of a committee authorized by the Union based upon their Union activity. In the application of provisions of this Agreement, there shall be no discrimination by the Employer or the Union against any individual because of such individual's age, race, color, religion, gender, sexual orientation, disability, or national origin. When words herein are used in the masculine such shall also include the feminine.

### **B. INSURANCE COVERAGE**

For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business under the applicable law and regulations and shall in addition pay the tax necessary to secure for all such employees benefits of the Illinois Unemployment Compensation Insurance Act, irrespective of the number of employees employed. Upon forty-eight (48) hours written notice, the Union shall have the option to strike any Employer who does not comply with this Section.

### **C. INSURANCE, SANITATION**

The Employer must make adequate provisions to comply with all the rules and laws pertaining to Insurance and Sanitation as are established by the statutes of the Federal, State and Municipal Governments where the work is in progress.

### **D. SUBCONTRACTOR**

The Employer agrees that he will not contract or subcontract any work covered by the scope of work of this Agreement and/or work coming under the Occupational Jurisdiction of the Union to be done at the site of construction, alteration, painting, or repair of a building, structure, or other work, except to a person, firm or corporation, party to the applicable current labor agreement with the Union.

## **SECTION 7 - HIRING**

When an Employer performs work covered by this Agreement, the following shall apply: The Employer will obtain all Employees used in the performance of such work through the

Referral Offices of the Local Union in accordance with the non discriminating provisions governing the operation of the Local Union's Referral Offices set out in the current effective Addendum No. 1 to this Agreement, as if set forth in full herein. Furthermore, subsequent to referral and hire the Employer shall make and maintain all work assignments of preferred employees in full compliance with the provisions of said Addendum No. 1. Employer maintains the right to assignment of preferred employees to other assignments.

### **ARTICLE III**

#### **SECTION 1 - JOB STEWARD**

The job steward shall be selected by the Union from among the members of the Bargaining Unit employed at the job site at the time of selection. The job steward shall be a working employee. The Union shall have the right to designate which employee shall be the steward or acting steward. The job steward shall have no special employment priority or security. In case of any minor difficulty, the steward shall be permitted reasonable time to adjust same without pay deduction.

#### **SECTION 2 - REGULAR ASSIGNED ENGINEERS**

The engineers, or crew regularly assigned to a piece of equipment shall be given preference when this piece of equipment is required to work, be repaired or moved (in accordance with Article V, Section 9 hereof) on a regular work day, Saturdays, Sundays, and Holidays, or other overtime.

#### **SECTION 3 - SHELTER AND SAFETY**

The Employer agrees that reasonable protection and heat shall be provided for the Engineer and the machinery he operates. The Employer must make adequate provisions to comply with all rules and laws as are established by the statutes of the Federal, State, Municipal, Governments and American National Standard Institute, Inc., where the work is in the progress.

#### **SECTION 4 - RADIATION DETECTION**

Employees required to wear a dosimeter radiation detection device will have an

additional fifty cents (\$0.50) per hour added to their hourly rate of pay.

### **SECTION 5 - TRANSPORTATION**

Whenever employees of the Bargaining Unit are employed in a mill, plant, refinery, terminal or other job site where they cannot supply their own transportation to the work area to which they are assigned, the Employer shall furnish transportation from the gate or entrance to their place of employment. All shifts shall start and end at a specified gate or entrance for all employees for whom such transportation is furnished. The Employer shall provide adequate secure parking within a reasonable distance of the jobsite.

### **SECTION 6 - NOTICE ON LEAVING JOB**

No employee shall leave his job without giving due notice to his Employer and the Union.

### **SECTION 7 - DISCHARGE**

The Employer shall have the right to discharge any employee for just cause. The Employer shall notify the Union within twenty-four (24) hours of the discharge of such employee. A written notification to the Union is required in those instances where an Employer does not want a member to be re-dispatched to their company in the future. The member will be unavailable for dispatch to that Employer for a period of two (2) years or sooner at the discretion of the Employer.

### **SECTION 8 - CELL PHONE PROHIBITION**

The use of cell phones by employees while operating equipment during work hours is prohibited.

## **ARTICLE IV-CRAFT FOREMAN**

A Craft Foreman will be employed by the Employer where eight (8) or more employees in the Bargaining Unit are employed on any one shift at any one project or when the Employer is

primarily engaged in the crane rental or equipment rental business, a Craft Foreman shall be employed at each yard or shop where eight (8) or more members of the Bargaining Unit work out of or receive their work assignments from. Crane rental Craft Foreman may be assigned maintenance work when such assignment does not interfere with other duties of the Craft Foreman. An Assistant Craft Foreman shall be employed on any shift where there are thirty (30) through fifty (50) employees in the Bargaining Unit employed on any one project and for each additional thirty (30) employees or part thereof.

The Craft Foreman and Assistant Craft Foreman shall not operate equipment or do any repair work except as set forth in this Section. The Craft Foreman and Assistant Craft Foreman will be designated by mutual agreement between the Union and the Employer.

The Craft Foreman will be the lead man of the employees in the Bargaining Unit. Such individual, however, shall neither have the authority to, nor shall he exercise any, of the functions customarily exercised by the supervisors within the meaning of the National Labor Relations Act, as amended. In no way shall such individual be deemed to be an agent of the Union.

The Craft Foreman shall be responsible for the general supervision of all operating engineers, apprentices, and oilers employed on the project. He shall regularly supervise the maintenance performed on all equipment to ensure that proper servicing is accomplished daily. He shall maintain records (supplied by the Employer) indicating that regular preventative maintenance has been accomplished.

The Craft Foreman will be responsible for maintaining supply of oil and grease, cables and other spare parts and equipment essential for regular operation when such material is made available to him by the Employer or when given the necessary purchasing power to do so by the Employer.

The Craft Foreman may operate or repair equipment on an emergency basis in the event of an illness, injury, or unexpected absence of the regularly assigned engineers or mechanic for one shift only. He shall, in addition, supervise the on-the-job training of Apprentices by Journeymen.

An Operating Engineer servicing and maintaining the following listed Class III machines — Small Air Compressor 150 and under, Small Generator 50kw and under, Mechanical Heaters, 4 small Electric Winches, Air Cooled Welding Machines, Pumps 3 inch and under and portable conveyors, shall not be counted as employees in the Bargaining Unit in determining the number of

men in the Bargaining Unit requiring a Craft Foreman.

The Craft Foreman shall remain on the project during the regular straight time hours if any members of the Bargaining Unit are working. The Craft Foreman shall remain on the project if four (4) or more employees in the Bargaining Unit are working overtime, except for the Class III machines listed in the previous paragraph.

The provisions shall apply to all shift work done pursuant to the terms of this Agreement.

## **ARTICLE V**

### **SECTION 1 - WORK DAY - LUNCH PERIOD**

- A.** The regular starting time for a single shift operation, Sunday through Saturday, inclusive, shall be scheduled at one of the following hours: 7:00 a.m., 7:30 a.m. or 8:00 a.m. The Employer must establish a regular starting time at either 7:00 a.m., 7:30 a.m. or 8:00 a.m. If the Employer desires to change the established starting time, it shall be for a minimum of one week's duration beginning on Monday morning and the employees must be notified before the quitting time of the employee's last day of work prior to Monday of the change in the established starting time for the following Monday.
- B.** Eight (8) hours shall constitute a normal day's work between the hours of 7:00 a.m. and 3:30 p.m., 7:30 a.m. and 4:00 p.m. or 8:00 a.m. and 4:30 p.m., as the case may be, pursuant to the established starting time as set forth in Section 1-A of this Article.

The provisions set forth in Section 1(A) and (B) of this Article shall not apply if there is a governmental agency requiring a different starting time, in which event such requirement shall be the controlling factor. In no event shall such governmental requirement be interpreted to apply to the remainder of this Agreement.

- C. LUNCH PERIOD** There shall be a regularly scheduled lunch period for all one, two and three shift operations. The lunch period shall be one-half (1/2) hour between the hours of 12:00 noon and 12:30 p.m. for the day shift, 8:00 p.m. and 8:30 p.m. for the afternoon shift, 4:00 a.m. and 4:30 a.m. for the night shift. On a three (3) shift operation, the employees on all three shifts will work seven and one-half (7-1/2) hours and be paid for eight (8) hours with a half (1/2) hour lunch period at the time specified above. On a two (2) shift operation, the employees on both shifts will work seven and one-half (7-1/2) hours and be paid for

eight (8) hours with a half hour (1/2) lunch period at the mid-point of the shift.

If the Employer requires an employee to work during his scheduled lunch period on a multiple shift operation, the employee shall be paid double (2x) time for the lunch period in addition to his normal day's pay. On a single shift operation if the Employer requires the employee to work during his scheduled lunch period, he shall be paid double (2x) time for the lunch period in addition to his normal day's pay.

## **SECTION 2 - SHOW-UP**

All employees shall be obligated to report for work each day Monday through Friday at the designated starting time as set forth in this Article; however, employees may be notified up until midnight of the previous day for a single shift operation or within six (6) hours after the end of the employee's shift on a multiple shift operation by an authorized representative of the Employer if there is no work the following day. Otherwise the employee shall report for work and be paid pursuant to the terms of this article. Employees personally notified on the job before quitting time the previous day or by telephone shall be the only valid means of notification of not reporting for work. The employee shall remain at the job site if so directed by the Employer or his representative. In the event the employee is held more than two (2) hours or is started to work at any time he shall receive a minimum of eight (8) hours pay and shall be paid pursuant to the following for all shifts Sunday through Saturday. Employees laid off and rehired within the same calendar week shall be paid the show up time two hours (2) for the days the employee was on layoff.

- A.** An employee who reports for work and is informed prior to 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m.; or 12:00 midnight, respectively, that he will not work that day shall receive two (2) hours pay.
- B.** An employee who reports for work and is informed prior to preparation time 6:30 a.m., 7:00 a.m., 7:30 a.m., 3:30 p.m., and 11:30 p.m., that he may not work that day and is released prior to 8:30 a.m., 9:00 a.m., 9:30 a.m., 5:30 p.m. and 1:30 a.m. and is not started to work shall receive two (2) hours pay.
- C.** An employee who reports for work and commences preparing his machine and is informed prior to 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m. and 12:00 midnight, that he

may not work that day and is released prior to 9:00 a.m., 9:30 a.m., 10:00 a.m., 6:00 p.m. and 2:00 a.m. and has not started to work, shall receive one-half (1/2) hour at the overtime rate for preparation time and two (2) hours pay for show-up time.

- D. An employee who is requested to report for work prior to regular starting time 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m. and 12:00 midnight, and prior to the requested starting time is informed that he will not work that day, shall receive pay at the overtime rate for the hours prior to the regular starting time and two (2) hours' pay for show-up time.
- E. An employee who is requested to report for work prior to the regular starting time 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m. and 12:00 midnight, and held on the job more than two (2) hours after the regular starting time or is started to work at any time after the requested starting time shall receive pay at the overtime rate for the hours prior to the regular starting time and eight (8) hours pay for the normal day.
- F. An employee held on the job more than two (2) hours or is started to work at any time after the employee's regular starting time 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m. and 12:00 midnight, respectively, shall receive a minimum of eight (8) hours' pay, in the case of heavy rain or snow within the first four (4) hours of work, then the employee may be sent home with a minimum of four (4) hours' pay plus one-half (1/2) hour preparation time when applicable. An employee who is requested to report or who is called out after 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m. and 12:00 midnight, respectively shall be paid back to 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m. and 12:00 midnight, respectively, plus one-half (1/2) hour preparation time, when applicable, and such hours shall be counted as hours worked in computing overtime.

The above provisions shall be applicable to all shifts worked under the terms of this Agreement, except the 7:00 a.m., and 7:30 a.m. starting time shall apply to a single shift operation only. When an employee is requested to report for work on Saturdays, Sundays, or Holidays, he shall be paid pursuant to the provisions set forth in this Article, except he shall be paid at the double (2x) time rate of pay.

### **SECTION 3 - SHIFT WORK**

- A. When shift work is established, it must be predetermined as to what machines will be

used on the shift work operation and may not be rescheduled on a day-to-day basis unless by mutual agreement between the Union and the Employer. There will be no changing from one machine to another as provided in Article V, Section 8 of this Agreement on a shift work operation.

In the event of a breakdown of a machine or an emergency involving the preservation of life or property, the Employer may change the employee(s) from one machine to another provided the Employer compensates the regularly assigned employee(s) at the overtime rate of pay for the remainder of such shift that the machine is being used.

**B.** An employee who has started to work and goes into overtime or works into another shift shall receive overtime until such individual has been released from work.

No shift work shall be established, unless it is of three (3) days or more duration, except Class III equipment, otherwise, overtime shall prevail from 4:00 p.m. to 8:00 a.m. When shift work is established for a two (2) shift operation of employees working eight (8) hours each, the starting time for the shift shall be 8:00 a.m. for the day shift and 4:00 p.m. for the afternoon shift. When shift work is established for a three (3) shift operation, the starting time shall be 8:00 a.m., for the day shift, 4:00 p.m. for the afternoon shift and 12:00 midnight for the night shift. Then only single time shall be paid for shift work during weekdays. Where work is performed from 12:01 a.m. Saturday to 12:00 midnight Sunday, each shift shall be paid at the double time (2x) rate of pay.

The requirement for a minimum of three (3) day duration as set out herein will become inoperative if the work being performed is maintenance work as defined in the Scope of Work, Article I, Section 3(B).

**C.** If shift work is on pumps or heaters and seven (7) day pumping or heating is necessary on the job, then each shift shall be entitled to Time and One-Half for Saturdays and Double time for Sunday.

**D.** When pumping is required on a six (6) day basis from Monday through Saturday, inclusive, double time (2x) shall be paid for Saturdays; this shall also apply to any heating done with mechanical heaters.

**E.** Where only two (2) shifts are required, and the Employer wishes the starting time in advance, a representative of the Union and a representative of the Employer shall meet

and agree to the starting time for both shifts.

- F. **SHIFT PREMIUM** - Employees working on the afternoon shift shall receive an additional One Dollar and No Cents (\$1.00) per hour over the regular rate of pay. Employees working on the night shift shall receive an additional One Dollar and Fifteen Cents (\$1.15) per hour over the regular rate of pay.

#### **SECTION 4 - NUMBER OF MEN - CONTINUOUS THREE (3) SHIFT OPERATION**

It may be mutually agreed upon between the representative of the Employer and a representative of the Union that a rotating shift of four (4) men instead of three (3) men can be used when operating on a seven (7) day per week continuous three (3) shift basis.

#### **SECTION 5 - OVERTIME - HOLIDAYS**

- A. All overtime shall be paid to the next half (1/2) hour. All overtime shall be paid at the Double Time Rate (2) except as provided in Article V, Section 3, Subsection C and Article VI, Section 13.

Except brickfork operators servicing brick masons and operators on skidsteer loaders shall receive time and one-half (1 1/2) the hourly rate for overtime. Brickfork operators servicing brick masons and operators on skidsteer loaders shall be paid the double time rate (2x) for overtime when the craft being serviced is receiving double time.

##### **SUBSECTION (1) - PAYDAY FOR EMPLOYEES WHO REPORT FOR WORK**

Any Employee who reports for work on a payday and is told that there is not work that day shall receive his normal show-up time as long as his paycheck is available to him at his normal place of work during his second hour of his starting time. If any employee is required to wait more than two (2) hours for his paycheck, he shall receive an additional hour's pay for each hour or part of an hour the employee is required to wait for a check.

##### **SUBSECTION (2) - PAYDAY FOR EMPLOYEES WHO ARE CALLED OFF**

When the Employer notifies the employee(s) that there will be no work and such day is the regular payday, the employee(s) check shall be made available to him at his regular place of work no later than the end of the second hour from his regular starting time. The employee(s) shall be compensated two (2) hours at the regular rate of pay for picking up his check plus for

each hour or part of an hour beyond the two (2) hour period, he shall receive an additional one (1) hour's pay.

**B. HOLIDAYS.** The following Holidays are designated as those for which double (2) time shall be paid:

NEW YEAR'S DAY	DECORATION DAY	FOURTH OF JULY
LABOR DAY	THANKSGIVING DAY	CHRISTMAS DAY

A Holiday falling on Sunday shall be celebrated on Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date. No work shall be done on Labor Day, except to save life or property.

### **SECTION 6 - SEVERANCE PAY - PAYDAY**

When the services of an Employee are no longer required, he shall receive a full day's pay for the day he is terminated and receive all of his wages before his quitting time, or by Direct Deposit to a previously agreed upon checking or savings account. If the employee is not paid before his quitting time, the Employer shall pay a penalty of four (4) hours of pay to each employee at the straight time rate of pay for each succeeding twenty-four (24) hours of delay. It is understood that said twenty-four (24) hour period shall not include Sundays and Holidays. Employees shall not be called at home and terminated.

If a payroll check is returned to the employee for insufficient funds, the Employer shall pay a penalty of eight (8) hours at the straight time rate of pay for the first day of the violation and four (4) hours a day thereafter until a valid payroll check is received by the employee. It is understood that Sundays and holidays are not included.

### **SECTION 7 - WAGE PAYMENT**

Wages shall be payable in United States currency or checks at the option of the Employer, or by Direct Deposit to a previously agreed upon checking, or savings account, at the option of the employee, and in no event shall the Employer, withhold for more than five (5) days' wages accruing prior to the payday. At the time of payment of wages, the Employer shall furnish the following information on the check stub or accompanying slip to each employee;

regular hours worked and overtime hours worked and all deductions, including contributions to the Vacation Fund shall be listed separately.

Payday shall be once each week on a specified day during work hours except, when payday falls on a Thursday or Friday and such day or the day after is a holiday the employees must be paid prior to the holiday in question. If an employee is not paid on the regular assigned payday the Employer shall pay penalty of four (4) hours a day to such employee at the straight time rate of pay for each succeeding twenty-four (24) hours of delay. It is understood that said twenty-four (24) hour periods shall not include Sundays and holidays. This penalty may be waived for a bonafide reason.

If a payroll check is returned to the employee for insufficient funds, the Employer shall pay a penalty of eight (8) hours at the straight time rate of pay for the first day of the violation and four (4) hours a day thereafter until a valid payroll check is received by the employee. It is understood that Sundays and holidays are not included.

## **SECTION 8 - CHANGING FROM ONE MACHINE TO ANOTHER**

**A.** Employees covered by this Agreement shall not be required to make more than one complete change on a single day shift operation from one machine to another and back to the original machine. If, in so doing, the rate applicable to one machine is higher than that of another, the higher rate shall apply to and be paid for the full shift. All employees working on a multiple shift shall not be required to make a machine change, except as provided in Article V, Section 3, Subsection A.

**B.** In interpreting and applying this Article, it is understood and agreed that the language therein is not in any way to be interpreted as a limitation on the amount of work any employee is required do, but only as a limitation on the number of machines such employee can be required to operate or service.

**C.** Any employee covered by this Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge. However, if through no act or fault of the Employer, the Regular Assigned Employee is not available for work, this clause shall be inoperative.

## **SECTION 9 - IDLE TIME - CLASS I AND CLASS II EQUIPMENT**

A. In case of a lay off, a machine must be left idle five (5) work days before another employee can be assigned to such machine. If such machine is reactivated before the five (5) day period, the original employee shall be given first opportunity of employment on said machine. However, if such employee is not available, this paragraph shall be inoperative.

### **B. CLASS III EQUIPMENT AND CLASS IV OILER**

In case of a layoff a machine must be left idle two (2) work days before another employee can be assigned to such machine. If such machine is reactivated before the two (2) day period, the original employee shall be given opportunity of employment on said machine. However, if such employee is not available, this paragraph shall be inoperative.

## **SECTION 10 - REPAIR WORK, LOADING AND MOVING**

A. **REPAIR** - Employees shall keep their equipment in good repair and good order at all times to such extent as lies in their power to do so and shall assist in field repairs or modifications of the equipment.

It is understood and agreed that all repair work which can be done shall be performed by the engineer and oiler assigned to such equipment unless the Employer sends such equipment to its regularly established shop or to a dealer's shop for repair. It is further agreed that during the interim times while this machine is being repaired at the aforementioned shops or a machine on the job site is waiting for replacement parts, the employee may be assigned to another machine provided; however, such assignment is not in violation of this Agreement.

B. **LUBING** - All lubing or any other servicing of equipment in the field will only be performed by members of the bargaining unit, including all Grease Trucks or other means of servicing equipment. When it has been traditionally and historically assigned by the Employer, lubing and any other servicing of equipment in the shop may be performed by a non-bargaining unit member.

C. **LOADING** - The loading and unloading of all power driven self-propelled equipment listed in the wage classifications of this Agreement when being moved by means of low-boy trailers, rail or water on the job site, from job site to job site, yard or shop to job site, etc., shall be deemed the work of the Operating Engineer and shall be covered by the terms of

this Agreement. The Employer may at his discretion assign the employee(s) to act as an escort while such equipment is in transit.

**D. MOVING** - The moving of all power driven self-propelled equipment listed in the wage classifications of this Agreement when moved under its own power on the job site, from job site to job site, from yard or shop to job site etc., shall be deemed the work of the Operating Engineer and shall be covered by the terms of this Agreement.

## **SECTION 11 - MECHANICS**

Mechanics shall furnish their own tools but shall not be required to furnish special tools such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxyacetylene Hoses, Gauges, Torches and Tips, Twenty Four inch (24") Pipe Wrenches, over 3/4 inch drive socket set, Sockets over two inches (2"). If by mutual agreement, the mechanic is to use his personal pick-up or similar vehicle for the transporting of his tools, etc., on the job, or from job to job, he shall be compensated at not less than Seven Hundred Twenty-Five Dollars (\$725.00) per month plus all fuel and oil, and any additional insurance rider for said vehicle. In no event shall the furnishing of said vehicle be deemed as a condition of employment. Payment for vehicle rental shall be monthly, except in case of layoff, it shall be as set forth in Article V, Section 6.

The Employer agrees to pay for or replace with equal quality any tools, (excluding hand tools guaranteed for life by the manufacturer), broken on the job by mechanics or anyone required to furnish their own tools. The Employer shall maintain an insurance policy or assume the cost risk, for loss of the employee's personal tools, or portion thereof, on Company premises, or job site and while in the Company's utility truck, when due to the theft by break-in and entry, including fire and explosions or other circumstances that may happen on the Company premises, or job site, and/or Company's utility truck. The Employer's liability for such loss shall not exceed the actual cost of the tools. It is understood that all employees must furnish the Employer with a complete inventory of the personal tools and their brand. It is further understood that whenever new tools are purchased, the employee must include them on the inventory list previously furnished, and whenever tools are removed, the inventory shall be reduced. If an employee does not supply the Employer with an inventory of tools, responsibility for replacement will not be that of the

Employer. All replacement costs shall be paid within thirty (30) days of a reported loss. Employees must notify the Employer of a loss covered by this provision within three (3) days of knowledge of loss.

## **SECTION 12 - DUTIES OF THE OILER**

It shall be the duty of the Oiler to keep the machine to which he is assigned thoroughly lubricated and reasonably clean, as instructed by the Engineer and to maintain the machine and assist in such work as directly affects the operation of the machine. The Oiler shall be under the technical direction of the Engineer, perform such duties as he prescribes and remain at all times in close proximity to the machine.

The same rules and regulations regarding overtime and working conditions which apply to Engineers shall also apply to Oilers.

## **SECTION 13 - PER DIEM**

The Union will draft a rider for an individual Employer to sign when a member works outside of Local 150's geographic scope.

# **ARTICLE VI**

## **SECTION 1 - PREPARING EQUIPMENT**

A. Engineers on all cranes, all derricks and all hoists listed in Class I of Article VIII hereof<sup>1</sup>, and engineers on cranes of under forty-five (45) ton lifting capacity, shall start one-half (1/2) hour before the regular starting time including shift work to prepare the machine for its operation by oiling, greasing, maintaining and servicing the equipment and shall be paid for said one-half (1/2) hour at the overtime rate.

Combination Backhoe Front Endloader machine with backhoe bucket capacity of less than one (1) cubic yard shall not be subject to preparation time. Combination Backhoe Front Endloader machine with backhoe bucket capacity of one (1) cubic yard or more shall be subject to preparation time.

All Hydraulic Cherry Picker type machines under twelve (12) ton lifting capacity shall not

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<sup>1</sup> Single drum hoist of motive power of less than 6 horsepower will not require preparation time.

be subject to preparation time. All Hydraulic Cherry Picker type machines of twelve (12) ton lifting capacity to a gross vehicle weight up to one hundred ten thousand (110,000) pounds shall be subject to preparation time.

All Hydraulic Cherry Picker type machines over one hundred ten thousand (110,000) gross vehicle weight shall require an Engineer and Oiler and/or Apprentice as the case may be.

In the event a dispute arises over the applicability of preparation time, or oiler (apprentice) requirements, due to the introduction of new models of machines or due to the manufacturer's or employer's de-rating or re-classification of any machine's size, lifting capacity, bucket capacity, or weight, a committee comprised of an equal number of representatives of the Union and the Association signatory hereto shall meet to make an equitable decision of the machine in question. In the event a majority decision cannot be reached, the dispute shall be processed pursuant to the Grievance and Arbitration Article of this Agreement.

**B.** Engineers on the concrete conveyer systems will be present and assist when the conveyer system is being set up or dismantled, operated or removed. The engineer will also maintain the generator running the system. An additional Engineer shall be required for each additional generator used and also an additional Engineer shall be used if the conveyer set up in sections on different levels and is not one continuous set of conveyers.

## **SECTION 2 - MACHINERY OPERATION**

All Power Shovels, Cable Backhoes, Cable Draglines, Cable Clamshells and Cranes used in work covered by this Agreement where such machinery is rated by the manufacturer as having a forty-five (45) ton and over lifting capacity. Autograder, Formless Curb and Gutter Machine thirty-six (36") inches in width and over,<sup>2</sup> Roto Mill Grinder thirty-six (36") inches in width and over, Slip-Form Paver, Concrete Paver 27E and over, Central Mix Plants, Asphalt Plants, Batch Plants and Trenching Machine thirty (30") inches and over, shall require an Engineer and Oiler (Apprentice), regardless of motive power.

Hydraulic machines, other than front endloaders, that are designed to use bucket attachments of various sizes and the manufacturer rates such machine as weighing over one hundred seventy five thousand (75,000) pounds shall require an oiler. Machines that do not

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<sup>2</sup> See letter of intent dated May 6, 1976.

require an oiler pursuant to the above shall be subject to preparation time pursuant to Section 1(A) of this Article, with the exception of Combination Backhoe Endloader machine.

In the event machines of a new make, model, design, weight or capacity become available and a dispute arises in regard to the application of the foregoing, a committee comprised of an equal number of representatives of the Union and Association signatory herein shall meet and based on available information and the manufacturer's specifications issued a majority decision.

In the event a majority decision cannot be reached, the dispute shall be processed pursuant to the Grievance and Arbitration Article of this Agreement.

All Lattice Boom Cranes originally manufactured after 1990 shall require an Engineer and an Oiler or Apprentice.

All Lattice Boom Cranes originally manufactured prior to 1990 with an original lifting capacity of under twenty (20) tons, shall require an Engineer, but shall not require an Oiler or Apprentice.

All Lattice Boom Cranes twenty (20) tons and under manufactured prior to 1990, the Engineer shall receive one-half (1/2) hour grease time.

If another person is required on any of the above cranes, he shall be a member of the bargaining unit.

Non-Lattice Boom Truck Cranes having three (3) axles or less shall not require an oiler. All Non-Lattice Boom Truck Cranes having four (4) axles or more, including dolly (dolly shall count as an axle) shall require an engineer and oiler, except as heretofore limited.

On any machine not requiring an Oiler when a second man is used, such man shall be an employee of the Bargaining Unit.

### **SECTION 3 - MACHINE REFERENCE GUIDE**

"Lifting capacity, capacity in cubic yards, manufacturers rating in pounds" and similar reference to size, weight, bucket capacity or performance of a machine or piece of equipment shall be determined by reference to Green Guide for Construction Equipment published by Equipment Watch. Such reference guide and the information contained therein with regard to the standard configuration of a specific piece of equipment or machinery shall be utilized,

notwithstanding any modifications or alteration to the machine or piece of equipment.

#### **SECTION 4 - LONG BOOM PAY**

All Engineers operating cranes and derricks of all types with booms of ninety feet (90') to one hundred fifty (150') feet, including jib, shall be compensated an additional Fifty Cents (\$.50) per hour over and above the regular wage scale for operating such crane. All Engineers operating cranes and derricks with booms of more than one hundred fifty (150') feet, including jib, shall be compensated the aforementioned Fifty Cents (\$.50) plus an additional Ten Cents (\$.10) per hour over and above the regular wage scale for operating such crane for each additional ten (10') feet of boom or jib.

#### **SECTION 5 - CAPACITY PAY**

All engineers operating cranes and derricks with a manufacturer's rated maximum capacity exceeding fifty (50) ton shall be compensated Two Cents (\$.02) per hour for each ton of the rated capacity in excess of fifty (50) tons. Long Boom Pay Section 4 and Capacity Pay Section 5 and Premium Pay as provided for in Section 6 of this Article shall not be pyramided.

#### **SECTION 6 - AUGERS AND DRILL RIGS**

All engineers operating crane mounted earth augers, raised or blind hole drills, and truck mounted drill rigs shall be compensated an additional Fifty Cents (\$.50) per hour over and the regular wage scale for operating such equipment.

#### **SECTION 6A - SELF-ERECTING TOWER CRANES**

The use of self-erecting, self-contained, (excluding counter-weights), cranes under seven (7) tons with a maximum hook height not to exceed one hundred thirty (130') feet without the potential ability to lift more than seven (7) tons on residential single-family construction projects, and multi-family residential housing construction projects not exceeding thirty total units or five (5) stories plus roof in height shall be covered under the Heavy and Highway Agreement. The parties further understand that no oiler is required, but that the provisions of Article VI, Section 1, "(A) PREPARING EQUIPMENT," will apply to the operation of such equipment. If used on

anything not mentioned above or on commercial projects, all terms and conditions of the building agreement shall apply, except no oiler is required, but preparing equipment shall apply.

### **SECTION 7 - CRETER CRANES**

Concrete conveyers mounted on rough terrain cranes (creter cranes) eighteen (18) ton and over shall require an engineer and oiler, less than eighteen (18) ton the engineer shall receive preparation time. When the creter crane is equipped with a conveyer system capable of extending seventy (70') feet or more, the engineer shall receive an additional Fifty Cents (\$0.50) per hour wage increase over and above the regular rate of pay for operating the creter crane.

### **SECTION 8 - TRUCK MOUNTED CONCRETE PUMPS**

Truck mounted concrete pump operations shall require an operator. When such machine is equipped with a boom, which is capable of extending ninety feet (90') or more, that engineer shall receive an additional Fifty Cents (\$0.50) per hour wage increase over and above the regular rate of pay for operating the concrete pump.

### **SECTION 9 - TRUCK MOUNTED CONCRETE CONVEYERS**

Truck mounted concrete conveyers operations shall require an engineer. When such machine is equipped with conveyers that are capable of extending ninety feet (90') or more, the engineer shall receive an additional Fifty Cents (\$0.50) per hour wage increase over and above the regular rate of pay for operating the conveyers. In the event this machine is used for handling materials other than concrete, the same wage rates and conditions shall apply.

If equipment of Sections 8 & 9 are being utilized on residential single-family construction and multi-family residential housing construction, not exceeding thirty (30) individual units or three (3) stories in height. All overtime will be paid at one and one (1½) half the rate of pay.

### **SECTION 10 - HELICOPTERS**

The use of helicopters (external loads) under the terms of this Agreement shall require a three (3) man crew, one (1) pilot and two (2) controllers. The pilot and controllers must have direct radio communications during the actual hoisting operation.

The crew shall receive the hourly wage rate set forth in this Agreement for crane operators, and in addition, the pilot shall receive long boom pay up to a maximum length of five hundred (500') feet.

### **SECTION 11 - BRICK FORKLIFTS**

Employees operating Brick Forklifts servicing less than six (6) bricklayers, except when unloading material or doing industrial work, shall receive Class IV rate of pay for that day. Employees operating Brick Forklifts servicing six (6) or more bricklayers or unloading material or doing industrial work shall receive Class II rate of pay. Overtime other than Sundays and holidays shall be paid at time and one-half, unless the craft being serviced is receiving double (2x) time, then the operator shall also receive double (2x) time.

### **SECTION 12 - BOBCATS**

Bobcats or other skidsteer machines of a like nature that are designed to use bucket attachments of various sizes and the manufacturer rates such machine capable of handling buckets of three-fourths (3/4) cubic yard or under, such machine shall be in Class II wage category, except when used on housing and commercial work it shall be Class III wage category. Overtime, other than Sundays and Holidays, shall be paid at time and one-half (1 ½), unless the craft being serviced is receiving double (2x) time, then the operator shall also receive double (2x) time.

Forklifts and Bobcats with pallet fork attachments serving six (6) or more brick masons on commercial projects shall be operated by Operating Engineers.

Forklifts and Bobcats with pallet fork attachments serving five (5) or fewer brick masons on commercial projects may be assigned to Laborers.

Bobcats or skidsteer machines of a like nature that are designed to use bucket attachments of various sizes and the manufacturer rates such machine capable of handling buckets of over three-fourth (3/4) cubic yard, such machine shall be in Class II wage category.

### **SECTION 13 - ELEVATORS**

Double elevators of all types shall require an engineer on each car in use. Elevators of all

types shall require an engineer, as set out below:

1. Outside type rack and pinion and similar machines Class I.
2. When new construction becomes substantially complete, and an occupancy permit is issued by the governing agency, the inside elevator operator rate may be reduced by the Employer to Class III.
3. After a building has been completed and the initial construction contract is over, new tenant construction build out work may be performed under Class IV.
4. An operating engineer shall be employed on automatic elevators on rehab and/or tenant build out work if such work exceeds thirty thousand (30,000) square feet. Such operator shall receive a minimum of Class IV wage up to fifty thousand (50,000) square feet. In excess of fifty thousand (50,000) square feet, the operator shall receive Class III wages.

When an operator is receiving Class III or Class IV wages, his overtime shall be at the rate of one and one-half (1 ½) his regular rate of pay Monday thru Saturday. Sunday and holidays shall be compensated at two (2x) times the rate of pay.

This Section shall apply to elevators used to transport construction materials, supplies and equipment.

Nothing in this Section shall prevent craft employees carrying hand tools from using other available elevator service at the site or project.

#### **SECTION 14 - TIEBACK MACHINES**

Tieback machines rated by the manufacturer to have a working weight of sixty thousand (60,000) pounds or more and/or custom built Tieback machines with a working weight of sixty thousand (60,000) pounds or more shall require an oiler, regardless of motive power.

Tieback machines rated by the manufacturer to have a working weight of less than sixty thousand (60,000) pounds and/or custom built Tieback machines with a working weight of less than sixty thousand (60,000) pounds shall be subject to the preparation time clause Article VI, Section 1 of the Agreement, regardless of motive power.

#### **SECTION 15 - SMALL EQUIPMENT**

An Operating Engineer servicing and maintaining the following listed Class III machinery:

Small Air Compressors, Small Generators, Small Electric Winches, Welding Machines and Sump Pumps four (4") inches or under - shall not be required to maintain more than a total of five (5) such machines of the same type, except Small Electric Winches for which the total number maintained shall not be more than four (4), nor shall such employees be required to service and maintain more than a total of five (5) of the above listed machines in combination. When employees of the bargaining unit are employed to service and maintain mechanical heaters, such employees shall not be required to service and maintain more than a total of five (5) such heaters. Where a member of the bargaining unit is required to service and maintain more than a total of five (5) heaters, such employee shall be compensated at the Class I rate of pay negotiated for Crane Operators in this Agreement. Assignment of such machines shall not exceed a total of eight (8). An Engineer shall not be required on one (1) small heater of less than 250,000 B.T.U.

#### **SECTION 16 - SMALL CATEGORY EQUIPMENT ASSIGNMENT**

**A.** In the event that the Employer uses, not to exceed a total of three (3), of following listed small Class III equipment categories on a job site where members of the Bargaining Unit are employed by the Employer:

1. Small pumps four (4") or under doing intermittent pumping.
2. Three (3) welding machines.
3. Three light plants (50kw and under).

A member of the Bargaining Unit shall be assigned and compensated at the rate of Fifty Cents (\$.50) per hour for the entire shift over and above the negotiated rate.

**B.** In the event an Employer uses any one of the following (B)1, (B)2, on a job site where members of the Bargaining Unit are employed by the Employer:

1. One (1) air compressor of 350 c.f.m. or under.
2. One (1) to five (5) electric submersible pumps not to exceed four (4") inches each.

A member of the Bargaining Unit shall be assigned and compensated at the rate of Fifty Cents (\$.50) per hour for the entire shift over and above the negotiated rate.

**C.** In the event that there are no members of the Bargaining Unit employed by the Employer on the job site, the Employer shall have the right to operate equipment as listed in any

one (only) of the above-listed (A)1, (A)2, (A)3, or (B)1, (B)2, until such time as members of the Bargaining Unit are employed by the Employer on the job site, but in no event is work coming within the jurisdiction of the Bargaining Unit to be permanently assigned to any other employee.

### **SECTION 17 - ELECTRIC SUBMERSIBLE PUMPS - JOB SITES OR PROJECTS**

**A.** On a job site where more than five (5) four (4") inches in diameter or less electric submersible pumps are being used, the Employer shall require a full-time Pump Operator at the Pump Wage Rate, to provide for the operation and maintenance of said pumps during the entire regular daytime shift - Monday through Friday and on such other days as the regular daytime crew are conducting full scale job operations. No other operator shall receive premium pay. In the event of a breakdown in any Pumps, the assigned operator shall be subject to call at any time and any day to assist in the installation, servicing or removal and re-location of said pumps. In such breakdown case, the Employer shall notify the Operator by telephone to report to the job site, if available for said duty. An employee shall not be required to operate and maintain more than a total of seventy-five (75") inches discharge.

When a discharge exceeds seventy-five (75") inches or when the Combination of A & C does not apply, the Employer shall require a second full-time pump operator - Monday through Friday on the same basis as stated above. However, the Employer may assign the second pump operator to the second shift. It is further understood when the two (2) aforementioned pump operators are employed, the total inches of discharge may be increased to one hundred seventy-five (175") inches.

When a discharge exceeds one hundred seventy-five (175") inches, the Employer shall require a third full-time pump operator Monday through Friday on the same basis as stated above. However, the Employer may assign the third pump operator to the third shift.

The conditions set forth herein for the first pump operator is also applied to the second and third pump operators respectively.

**B.** In the event that the Employer uses electric submersible pumps four (4") inches in diameter or less not to exceed a total of five (5) such pumps and a member of the Bargaining Unit is being utilized on the site, the member shall be assigned to the pumps and shall be

compensated at the rate of Fifty Cents (\$.50) per hour for the entire shift over and above the member's negotiated rate of pay. An employee shall not be required to operate or maintain more than a total of fifteen (15") inches discharge.

C. In the event the Employer uses an electric submersible pump larger than four (4") inches in diameter, a full-time pump operator shall be required Monday through Friday on each shift when pumps are in operation and on such other days as the regular crew in conducting full scale operations to provide for operation and maintenance of such pump or pumps. An employee shall not be required to operate and maintain more than one hundred fifty (150") inches discharge.

#### **COMBINATION A & C**

An employee may be assigned to operate and maintain a combination of A & C pumps above. Such employee shall be compensated at the rate of Fifty Cents (\$0.50) per hour for the entire shift over and above the negotiated pump rate of pay.

#### **COMBINATION D & B**

An employee may be assigned to operate and maintain a combination of D & B pumps above. Such employee shall be compensated at the rate of Fifty Cents (\$0.50) per hour for the entire shift over and above the negotiated pump rate of pay.

### **SECTION 18 - ELECTRIC SUBMERSIBLE PUMPS - TUNNELS, ETC.**

The Employer shall require a full-time pump operator when B or C of Section 17 above is exceeded and the job or project is minus one hundred (100') feet in depth as per the specifications, bench mark, etc. to operate and maintain electric submersible pumps used on tunnels, shafts and other underground enclosed work, during the entire daytime shift - Monday through Friday and on such other days as the regular daytime crew are conducting full scale job operations. No other operator shall receive premium pay or be required on the other two (2) shifts in the twenty-four (24) hour day except when the total pump discharge on the project exceeds thirty (30") inches. In this case, a second pump man shall be assigned to the second shift - Monday through Friday and on such other days as to the regular second shift crew are conducting full scale job operations.

In the event the total pump discharge on the project exceeds sixty (60") inches, a third pump man shall be assigned to the third shift - Monday through Friday and on such other days as the

regular third shift crew are conducting full scale job operations.

When pumps require IN LINE service and maintenance, such work will be performed by the normal shift pump operator. When pumps require repair or rebuilding, beyond normal warranty work, such work shall be the work of the mechanics<sup>3</sup>.

## **ARTICLE VII**

### **SECTION 1 - BOILER PLANTS**

All Boiler Plants used for power by the Employer for Building Construction Work shall be in charge of a Hoisting Engineer, except when steam or power is furnished from an existing plant. None of the foregoing shall apply to steam for temporary heating purposes, except as provided by the Board of Jurisdictional Awards.

### **SECTION 2 - WASHING BOILERS**

Engineers shall wash out boilers when necessary in the opinion of the Employer and shall receive the regular scale of wages. Fireman shall be placed on boilers coming within the jurisdiction of the Bargaining Unit, and such Fireman shall take orders from and be responsible to the Engineer in charge of the plant.

The same rules and regulations regarding overtime and working conditions which apply to Engineers also apply to Fireman.

### **SECTION 3 - CONCRETE MIXER**

The Employer shall not operate more than one (1) Concrete Mixer of one (1) bag capacity with side loader on the same job unless the same is operated by an employee in the Bargaining Unit, or any Concrete Mixer with skip hoist or side loader attached, regardless of horsepower with the exception of the 7-S size and under, unless the same is operated by an employee in the Bargaining Unit and all equipment so operated shall be covered by such employee.

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<sup>3</sup> See illustration and definition attached to the back of contract.

## **SECTION 4 - HOISTS**

Except small electric drill winches regardless of the horsepower used for Hoisting Materials shall be operated by employees in the Bargaining Unit. Where four (4) or more of the electric winches are used on the job, an Engineer shall be employed to cover them and an additional Engineer for each four (4) thereafter.

It is understood that one (1) automatic reciprocating hoist used on buildings not over fifty (50') feet in height above the grade line, said fifty (50') feet to be exclusive of penthouse, parapet wall or chimney above the roof, shall not require an Engineer.

If more than one Automatic Hoist is used on the same building or a group of buildings, then one Engineer shall be employed for the first two (2), three (3), four (4), or five (5) hoists, as the case may be, and thereafter an Engineer shall be employed for each five (5) additional hoists, portion thereof.

On all automatic hoists over fifty (50') feet in height, as described, an Engineer must be utilized.

## **ARTICLE VIII**

### **SECTION 1 - WAGE RATES AND FRINGE BENEFITS**

The wage rates and fringe benefits for the respective classifications set forth below shall be effective on the dates indicated.

<b><u>FRINGE BENEFITS</u></b>	<b><u>6/1/2011</u></b>	<b><u>6/1/2012</u></b>	<b><u>6/1/2013</u></b>
HEALTH AND WELFARE	\$12.65	*	**
RETIREE MEDICAL SAVINGS PLAN	\$1.90	*	**
PENSION	\$8.30	*	**
RETIREMENT ENHANCEMENT FUND	\$1.00	*	**
VACATION SAVINGS	\$2.35	*	**
APPRENTICESHIP	\$1.30	*	**
INDUSTRY ADVANCEMENT FUND	\$0.09	*	**
CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST	\$0.30	*	**

\*Contract to be open for Fringe Benefits & Wages for June 1, 2012.

\*\*Contract to be open for Fringe Benefits & Wages for June 1, 2013.

<b><u>WAGES</u></b>	<b><u>6/1/2011</u></b>	<b><u>6/1/2012</u></b>	<b><u>6/1/2013</u></b>
CRAFT FOREMAN	\$44.35	*	**
ASSISTANT CRAFT FOREMAN	\$44.10	*	**
<sup>4</sup> CERTIFIED FRICTION CRANE OPERATOR, MECHANICS AND WELDERS	\$43.35	*	**
<sup>4</sup> CERTIFIED CRANE OPERATOR REQUIRING AN OILER	\$42.35	*	**
<sup>4</sup> ALL OTHER CERTIFIED CRANE OPERATORS REQUIRING NO OILER	\$41.20	*	**
GRADALL	\$40.35	*	**

<b><u>CLASS I</u></b>	<b><u>6/1/2011</u></b>	<b><u>6/1/2012</u></b>	<b><u>6/1/2013</u></b>
<sup>5</sup> ASPHALT PLANT	\$40.35	*	**
ASPHALT SPREADER	\$40.35	*	**
<sup>5</sup> AUTOGRADER	\$40.35	*	**
<sup>5</sup> BACKHOES WITH CAISSON ATTACHMENT	\$40.35	*	**
<sup>5</sup> BATCH PLANT BENOTO (REQUIRES TWO ENGINEERS)	\$40.35	*	**
BOILER AND THROTTLE VALVE	\$40.35	*	**
<sup>5</sup> CAISSON RIGS	\$40.35	*	**

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<sup>4</sup> City of Chicago Crane License and/or Local 150 Advanced Crane Certification.

<sup>5</sup> Requires an Oiler.

<sup>5</sup> CENTRAL REDI-MIX PLANT	\$40.35	*	**
COMBINATION BACKHOE FRONT ENDLOADER MACHINE	\$40.35	*	**
COMPRESSOR & THROTTLE VALVE	\$40.35	*	**
<sup>5</sup> CONCRETE BREAKER (TRUCK MOUNTED)	\$40.35	*	**
CONCRETE CONVEYOR	\$40.35	*	**
<sup>5</sup> CONCRETE PAVER OVER 27E CU. FT.	\$40.35	*	**
CONCRETE PAVER 27E CU. FT. AND UNDER	\$40.35	*	**
<sup>5</sup> CONCRETE PLACER	\$40.35	*	**
CONCRETE PUMP (TRUCK MOUNTED)	\$40.35	*	**
CONCRETE CONVEYOR (TRUCK MOUNTED)	\$40.35	*	**
CONCRETE TOWER	\$40.35	*	**
<sup>6</sup> CRANES, ALL NON-CERTIFIED	\$40.35	*	**
GCI CRANE AND SIMILAR TYPES (REQUIRES TWO OPERATORS ONLY)	\$40.35	*	**
<sup>5</sup> CRANES, HAMMERHEAD	\$40.35	*	**
CRETER CRANE	\$40.35	*	**
CRUSHER, STONE, ETC.	\$40.35	*	**
DERRICKS, ALL	\$40.35	*	**

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<sup>5</sup> Requires an Oiler.

<sup>6</sup> Requires an Oiler pursuant to Article VI, Section 2.

<sup>5</sup> DERRICK, TRAVELING	\$40.35	*	**
<sup>6</sup> FORMLESS CURB AND GUTTER MACHINE	\$40.35	*	**
GRADER, ELEVATING	\$40.35	*	**
GROUTING MACHINES	\$40.35	*	**
HIGHLIFT SHOVELS OR FRONTEND LOADERS 2 ¼ YD. AND OVER	\$40.35	*	**
HOIST, ELEVATORS, OUTSIDE TYPE RACK AND PINION AND SIMILAR MACHINES	\$40.35	*	**
HOISTS, ONE, TWO AND THREE DRUM	\$40.35	*	**
HOISTS, TWO TUGGER ONE FLOOR	\$40.35	*	**
<sup>6</sup> HYDRAULIC BACKHOES	\$40.35	*	**
HYDRAULIC BOOM TRUCKS	\$40.35	*	**
HYDRO VAC (AND SIMILAR EQUIPMENT)	\$40.35	*	**

LOCOMOTIVES, ALL	\$40.35	*	**
LUBRICATION TECHNICIAN	\$40.35	*	**
MANIPULATORS	\$40.35	*	**
MOTOR PATROL	\$40.35	*	**
<sup>6</sup> PILE DRIVERS AND SKID RIG	\$40.35	*	**
POST HOLE DIGGER	\$40.35	*	**
PRE-STRESS MACHINE	\$40.35	*	**
<sup>5</sup> PUMP CRETES DUAL RAM (REQUIRES FREQUENT LUBRICATION AND WATER)	\$40.35	*	**

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<sup>5</sup> Requires an Oiler.

<sup>6</sup> Requires an Oiler pursuant to Article VI, Section 2.

PUMP CRETE: SQUEEZE CRETES-SCREW TYPE PUMPS GYPUM BULKER AND PUMP	\$40.35	*	**
<sup>6</sup> RAISED AND BLIND HOLE DRILL	\$40.35	*	**
ROCK DRILL (SELF PROPOELLED)	\$40.35	*	**
<sup>6</sup> ROCK DRILL-TRUCK MOUNTED	\$40.35	*	**
ROTO MILL GRINDER (36" AND OVER)	\$40.35	*	**
ROTO MILL GRINDER (LESS THAN 36")	\$40.35	*	**
SCOOPS-TRACTOR DRAWN	\$40.35	*	**

<sup>5</sup> SLIP FORM PAVER	\$40.35	*	**
SCRAPERS PRIME MOVER	\$40.35	*	**
STRADDLE BUGGIES	\$40.35	*	**
TIE BACK MACHINE	\$40.35	*	**
TRACTOR WITH BOOM AND SIDE BOOM	\$40.35	*	**
<sup>6</sup> TRENCHING MACHINES	\$40.35	*	**

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<sup>5</sup> Requires an Oiler.

<sup>6</sup> Requires an Oiler pursuant to Article VI, Section 2.

<b>CLASS II</b>	<b>6/1/2011</b>	<b>6/1/2012</b>	<b>6/1/2013</b>
BOBCATS (OVER ¾ CU. YD. REFER TO ARTICLE VI SECTION 12)	\$39.65	*	**
BOILERS BRICK FORK (REFER TO ARTICLE VI SECTION 11)	\$39.65	*	**
BROOM, ALL POWERED PROPELLED	\$39.65	*	**
BULLDOZERS	\$39.65	*	**
CONCRETE MIXER (TWO BAGS AND OVER)	\$39.65	*	**
CONVEYOR, PORTABLE	\$39.65	*	**
FORKLIFT TRUCKS	\$39.65	*	**
HIGHLIFT SHOVELS OR FRONTEND LOADER UNDER 2¼ YD.	\$39.65	*	**
HOISTS, AUTOMATIC	\$39.65	*	**
HOISTS, SEWER DRAGGING MACHINE	\$39.65	*	**
HOISTS, TUGGER SINGLE DRUM	\$39.65	*	**
<sup>7</sup> LASER SCREED	\$39.65	*	**
ROLLER, ALL	\$39.65	*	**
STEAM GENERATORS	\$39.65	*	**
TRACTOR, ALL	\$39.65	*	**
<sup>8</sup> TRACTOR DRAWN VIBRATORY ROLLER (RECIEVES AN ADDITIONAL \$0.50 PER HOUR)	\$39.65	*	**
WINCH TRUCKS WITH "A" FRAME	\$39.65	*	**

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<sup>7</sup>These wage classifications become effective 6-1-08 and apply only where Employers have determined to assign the operation of such machinery to employees represented by Local 150.

<sup>8</sup>Vibratory Roller – An additional fifty cents (\$0.50) per hour plus hourly wage rate of the machine pulling such roller.

<b>CLASS III</b>	<b>6/1/2011</b>	<b>6/1/2012</b>	<b>6/1/2013</b>
AIR COMPRESSOR – SMALL SMALL 185 AND UNDER (1 TO 5 NOT TO EXCEED A TOTAL OF 300 FT.)	\$37.20	*	**
AIR COMPRESSOR – LARGE OVER 185	\$37.20	*	**
ASPHALT SPREADER	\$37.20	*	**
BACKEND MAN	\$37.20	*	**
COMBINATION – SMALL EQUIPMENT OPERATOR	\$37.20	*	**
GENERATORS – SMALL 50KW AND UNDER	\$37.20	*	**
GENERATORS – LARGE OVER 50KW	\$37.20	*	**
HEATERS, MECHANICAL	\$37.20	*	**
HEATERS, INSIDE	\$37.20	*	**
ELEVATOR (RHEOSTAT MANUAL CONTROLLED)	\$37.20	*	**
HYDRAULIC POWER UNITS (PILE DRIVING, EXTRACTING OR DRILLING)	\$37.20	*	**
<sup>7</sup> LOW BOYS	\$37.20	*	**
PUMPS, OVER 3” (1 TO 3 NOT TO EXCEED TOTAL OF 300 FT DISCHARGE)	\$37.20	*	**
WINCHES (4 SMALL ELECTRIC DRILL WINCHES)	\$37.20	*	**
BOBCATS (UP TO AND INCLUDING ¾ CU. YD) REFER TO ARTICLE VI, SECTION 12)	\$37.20	*	**

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<b>CLASS IV</b>	<b>6/1/2011</b>	<b>6/1/2012</b>	<b>6/1/2013</b>
BRICK FORKLIFTS (REFER TO ARTICLE VI, SECTION 11)	\$35.20	*	**
ELEVATOR PUSH BUTTON WITH AUTOMATIC DOORS	\$35.20	*	**
HOISTS, INSIDE	\$35.20	*	**
OILERS	\$35.20	*	**

<b>HAZMAT PAY</b>	
LEVEL A	ADD \$3.00 TO CLASSIFICATION
LEVEL B	ADD \$2.00 TO CLASSIFICATION
LEVEL C	ADD \$1.00 TO CLASSIFICATION

**SECTION 2 - WAGES AND FRINGE BENEFITS FOR APPRENTICES IN ALL COUNTIES FRINGE BENEFITS**

<b>FRINGE BENEFITS FOR FIRST AND SECOND YEAR APPRENTICES</b>	<b>6/1/2011</b>	<b>6/1/2012</b>	<b>6/1/2013</b>
HEALTH AND WELFARE	\$12.65	*	**
RETIREE MEDICAL SAVINGS PLAN	\$1.90	*	**
PENSION	\$5.55	*	**
RETIREMENT ENHANCEMENT FUND	\$1.00	*	**
VACATION SAVINGS	\$1.50	*	**

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APPRENTICESHIP	\$1.30	\$1.30	**
INDUSTRY ADVANCEMENT FUND	\$0.09	*	**
CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$0.30	*	**

<b>FRINGE BENEFITS FOR THIRD AND FOURTH YEAR APPRENTICES</b>	<b>6/1/2011</b>	<b>6/1/2012</b>	<b>6/1/2013</b>
HEALTH AND WELFARE	\$12.65	*	**
RETIREE MEDICAL SAVINGS PLAN	\$1.90	*	**
PENSION	\$8.30	*	**
RETIREMENT ENHANCEMENT FUND	\$1.00	*	**
VACATION SAVINGS	\$2.35	*	**
APPRENTICESHIP	\$1.30	*	**
INDUSTRY ADVANCEMENT FUND	\$0.09	*	**
CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$0.30	*	**

<b>WAGES FOR APPRENTICES</b>	<b>6/1/2011</b>	<b>6/1/2012</b>	<b>6/1/2013</b>
FIRST YEAR (50% of Class I)	\$20.20	*	**
SECOND YEAR (65%)	\$26.25	*	**
FIRST HALF OF THIRD YEAR (75%)	\$30.30	*	**
SECOND HALF OF THIRD YEAR (80%)	\$32.30	*	**
FIRST HALF OF FOURTH YEAR (85%)	\$34.30	*	**
SECOND HALF OF FOURTH YEAR (90%)	\$36.35	*	**

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Fringe benefits shall be that as set above.

At the end of the fourth year, Apprentices shall become Journeymen Engineers and shall be paid pursuant to the terms of the wage classifications set forth in this Agreement.

In no event shall the rate of pay for Apprentices exceed that rate provided for the classification of the machine the apprentice may be operating as contained in Article VIII of this Agreement.

Apprentices shall be paid according to the Apprenticeship Introduction Slip issued to the Employer and the Apprentice at the time the Apprentice is dispatched by the Union to the Employer.

The Introduction slip must indicate the progress status of the Apprentice. As the Apprentice progresses in status, he shall be paid pursuant to the rates set forth in this Agreement.

In addition to the above provisions for rates of pay, fringe benefit contributions shall be as provided for in this Agreement covering work being performed by said Apprentices.

### **ESTABLISHMENT OF JOINT LABOR MANAGEMENT COMMITTEE FOR CERTIFICATION / TRAINING / TESTING DATA BASE**

The Parties agree to establish a Labor Management Committee to develop and implement a program whereby Operating Engineers will be certified as being competent to operate most of the types of equipment covered by this Agreement. The Labor Management Committee created under this provision shall establish the standards and criteria for certification of competency. The Labor Management Committee will have the authority to add new equipment to the certified Operator list, when mutually agreed to. The premium pay for all additional certified classifications will be one dollar (\$1.00) per hour over the regular hourly rate.

A website will be developed and implemented to validate testing and training of the bargaining unit members.

### **SECTION 3 - NEW AND UNLISTED EQUIPMENT**

It is mutually agreed between the Union and the Association to meet and discuss on wage rates and manning requirements for all new and unlisted equipment which is not listed in this Agreement but that the Union claims under the jurisdiction of International Union of Operating Engineers. Upon written notification of the Association and the contractor by the Union, the

parties shall meet to discuss all such matters within twenty-one (21) days from the date of notification. If the parties are unable to resolve such matters, the matter may be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Association and/or Employer cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association and the arbitration shall be conducted under and in accordance with such rules and procedures. The cost of such arbitration shall be borne equally by both parties to the arbitration; and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this Agreement. The time limits provided in this Section may be extended by mutual written consent.

#### **SECTION 4 - JURISDICTIONAL AWARD / DISPUTES**

**A.** Unless determined by Jurisdictional Award as hereinafter set forth, all work that has been heretofore performed under agreement or by custom or by area practice with any other local organization shall continue to be so performed until such Jurisdictional Award is made. Whenever a jurisdictional dispute shall arise between local labor organizations, the provisions of this Agreement shall prevail until a Jurisdictional Award has been made by the proper Jurisdictional Board of International Unions of which the local disputing Labor Organizations are members. The Employer agrees to abide by such Jurisdictional Award, but there shall be no work stoppage while the settlement of the dispute is pending. It is further agreed that the Employer will abide by such mutual agreement reached between the Local Unions and the International Union.

**B.** The parties to this Agreement are subject to and agree to be bound by all decisions, awards and provisions of the Agreement establishing the Impartial Jurisdictional Disputes Board or its successor that is acceptable to the Building and Construction Trade Department of the AFL-CIO and the International Union of Operating Engineers, including, but not limited to, the plan for the settlement of jurisdictional disputes in the construction industry.

### **ARTICLE IX**

#### **SECTION 1 - WELFARE FUND**

Effective June 1, 2011, the Employer shall pay TWELVE DOLLARS AND SIXTY-FIVE

CENTS (\$12.65) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund.

Effective June 1, 2011, the Employer shall pay TWELVE DOLLARS AND SIXTY-FIVE CENTS (\$12.65) per hour for each hour worked by a Supervisor for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund.

Effective June 1, 2011, the Employer shall pay an additional ONE DOLLAR AND NINETY CENTS (\$1.90) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Effective June 1, 2012, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund.

Effective June 1, 2012, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour worked by a Supervisor for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund.

Effective June 1, 2012, the Employer shall pay an additional AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Effective June 1, 2013, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund.

Effective June 1, 2013, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour worked by a Supervisor for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund.

Effective June 1, 2013, the Employer shall pay an additional AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Refer to Article VIII, Section 2 for Apprentices.

The Welfare Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose no later than the tenth (10th) day of the following month.

Contributions to the aforesaid Health and Welfare Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred sixty-eight (168) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and/or non-bargaining unit work. Certain of these Employees receive compensation in such manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an Employee who is employed by a corporation, performs bargaining unit work and/or non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation; or;
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation.

The bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred twenty (120) hours per month twelve (12) months a year, irrespective of

the amount of work they perform or the amount of compensation they receive in any individual month.

During the term of this Agreement, if the per member/participant cost of providing Welfare Fund Benefits to such persons exceeds the total contributions made on behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred twenty (120) hours monthly minimum contribution requirement of this provision. The parties agree that such meetings and bargaining will not be considered a reopening of the contract for any purpose and all other provisions of the Agreement shall remain in force and effect through the term of the Agreement.

The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred twenty (120) hours each month.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as a fire, flood or to save life or property.

The exemptions provided herein do not relieve the Employer from the obligations of Article III, Section 2 Regular Assigned Engineers of this Agreement.

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Employer of any employee who is eligible for and requests leave under the Family and Medical Leave Act (FMLA) shall promptly notify the Health and Welfare Fund Office, and before the leave commences, if possible. Employers may make Health and Welfare contributions for any employee who is taking leave under the FMLA on the basis of forty (40) hours per week.

### **SECTION 2 - PENSION FUND**

It is understood and agreed that there shall be continued a Trusteed Pension Plan known as the Midwest Operating Engineers Pension Fund.

Effective June 1, 2011, the Employer shall be liable to contribute EIGHT DOLLARS AND THIRTY CENTS (\$8.30) per hour for which the employee receives wages under the terms of this Agreement and shall pay EIGHT DOLLARS AND THIRTY CENTS (\$8.30) per hour for each hour worked by a Supervisor covered by this Agreement to the Fund Office which will be paid to the Midwest Operating Engineers Excess Benefit Fund in the amount (if any) determined by the

Trustees of the Excess Benefit Fund in accordance with the provisions of the Excess Benefit Plan, and the remainder, if any, will be paid to the Midwest Operating Engineers Pension Fund.

Effective June 1, 2012, the Employer shall be liable to contribute AMOUNT TO BE DETERMINED per hour for which the employee receives wages under the terms of this Agreement and shall pay AMOUNT TO BE DETERMINED per hour for each hour worked by a Supervisor covered by this Agreement to the Fund Office which will be paid to the Midwest Operating Engineers Excess Benefit Fund in the amount (if any) determined by the Trustees of the Excess Benefit Fund in accordance with the provisions of the Excess Benefit Plan, and the remainder, if any, will be paid to the Midwest Operating Engineers Pension Fund.

Effective June 1, 2013, the Employer shall be liable to contribute AMOUNT TO BE DETERMINED per hour for which the employee receives wages under the terms of this Agreement and shall pay AMOUNT TO BE DETERMINED per hour for each hour worked by a Supervisor covered by this Agreement to the Fund Office which will be paid to the Midwest Operating Engineers Excess Benefit Fund in the amount (if any) determined by the Trustees of the Excess Benefit Fund in accordance with the provisions of the Excess Benefit Plan, and the remainder, if any, will be paid to the Midwest Operating Engineers Pension Fund.

Refer to Article VIII, Section 2 for Apprentices.

The Pension Fund has been established and shall be administered in accordance with the Labor Management Relations Act of 1947 as amended.

Payments accompanied by monthly reports on forms provided for the same are due in the Pension Office, 6150 Joliet Road, Countryside, Illinois 60525, or such other place designated by the Trustees, not later than the tenth (10th) day of the following month for the preceding month.

Contributions to the Pension Trust Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Pension Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this

Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred sixty-eight (168) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these Employees receive compensation in such manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an Employee who is employed by a corporation, performs bargaining unit work and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation; or;
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation.

The bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred and twenty 120 hours per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred twenty (120) hours each month.

During the term of this Agreement, if the per member/participant cost of providing Welfare Fund Benefits to such persons exceeds the total contributions made on behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred twenty (120) hours monthly minimum contribution requirement of this provision. The parties agree that such meetings and bargaining will not be considered a reopening of the contract for any purpose and all other provisions of the Agreement shall remain in force and effect through the term of the Agreement.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as a fire, flood or to save life or

property.

The exemptions provided herein do not relieve the Employer from the obligations of Article III, Section 2 Regular Assigned Engineers of this Agreement.

Commencing October 1, 2000, the Employer agrees to make payments to the Midwest Operating Engineers Pension Fund, in the amount (if any) determined by the Trustees of the Excess Benefit Fund. Such contributions to the Excess Benefit Fund shall be an offset against the amounts otherwise due to be paid by the Employer to the Midwest Operating Engineers Pension Fund pursuant to the first paragraph of this Section, and the amount the Employer is obligated by this Agreement to contribute to the Midwest Operating Engineers Pension Fund shall be reduced by the amounts contributed to the Excess Benefit Fund pursuant to the determination of the Trustees of the Excess Benefit Fund. The parties agree that the Midwest Operating Engineers Excess Benefit Fund (a) will be a non-qualified defined contribution plan, (b) shall only provide benefits for people who are, at the time of benefit payments, retired under the Midwest Operating Engineers Pension Fund and who had benefit payments, retired under the Midwest Operating Engineers Pension Fund and who had benefit payments reduced in prior years on account of Internal Revenue Code Section 415, and (c) that such Excess Plan benefits will be payable only when and to the extent determined by the Trustees of the Excess Benefit otherwise rendered moot by legislative action, and all benefit payments under the Midwest Operating Engineers Pension Fund that were previously reduced on account of Section 415 have been made up through the Excess Benefit Fund or otherwise, this paragraph shall have neither force nor effect. In such event, the remaining articles of this collective bargaining agreement shall be unaffected and shall otherwise remain in full force and effect.

### **SECTION 3 - RETIREMENT ENHANCEMENT FUND**

It is understood that a trustee pension plan known as the Midwest Operating Engineers Retirement Enhancement Fund has been established by the Union and the Employer Associations party to this Agreement.

Effective June 1, 2011, the Employer shall contribute ONE DOLLAR (\$1.00) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Retirement Enhancement Fund.

Effective June 1, 2012, the Employer shall contribute AMOUNT TO BE DETERMINED

per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Retirement Enhancement Fund.

Effective June 1, 2013, the Employer shall contribute AMOUNT TO BE DETERMINED per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Retirement Enhancement Fund.

The Retirement Enhancement Fund has been established and shall be administered in accordance with the Labor Management Relations Act of 1947, as amended, and the Employee Retirement Income Security Act of 1974, as amended.

Payments accompanied by monthly reports on forms provided for same are due in the Administration Office, 6150 Joliet Road, Countryside, Illinois 60525, or such other place as designated by the Trustees, not later than the tenth (10<sup>th</sup>) of the following month for the preceding month.

Contributions to the Retirement Enhancement Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Retirement Enhancement Fund, and all amendments theretofore or hereafter made thereto, as though same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20<sup>th</sup>) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month.

The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred sixty-eight (168) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and/or non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of

fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs bargaining unit work and/or non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of corporation or,
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation.

The bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred twenty (120) hours per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month.

During the term of this Agreement, if the per member/participant cost of providing Welfare Fund Benefits to such persons exceeds the total contributions made on behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred twenty (120) hours monthly minimum contribution requirement of this provision. The parties agree that such meetings and bargaining will not be considered a reopening of the contract for any purpose and all other provisions of the Agreement shall remain in force and effect through the term of the Agreement.

The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred twenty (120) hours each month.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from the obligations of Article III, Section 2 Regular Assigned Engineers of this Agreement.

#### **SECTION 4 - VACATION SAVINGS**

Effective the 1st day of June, 2011, each Employer bound hereby shall pay TWO DOLLARS AND THIRTY-FIVE CENTS (\$2.35) per hour for each hour wages are received by an employee covered by this Agreement into the Local 150 I.U.O.E. Trusteed Vacation Savings Plan.

Effective the 1st day of June, 2012, each Employer bound hereby shall pay AMOUNT TO BE

DETERMINED per hour for each hour wages are received by an employee covered by this Agreement into the Local 150 I.U.O.E. Trusteed Vacation Savings Plan.

Effective the 1st day of June, 2013, each Employer bound hereby shall pay AMOUNT TO BE DETERMINED per hour for each hour wages are received by an employee covered by this Agreement into the Local 150 I.U.O.E. Trusteed Vacation Savings Plan.

Refer to Article VIII, Section 2 for Apprentices.

In computing the above amounts, the Employer is required to add the amount per hour to the employee's gross wages and then deduct the Social Security and Withholding Tax from the gross figure on each check. The full amount shall then be set aside for remittance to the Vacation Savings Plan.

Each employer bound hereby irrevocably appoints as his representative on the Board of Trustees such Trustees as are named in the Agreement and Declaration of Trust as Employer Trustees and their successors duly appointed as therein set forth, and agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust, Local 150 I.U.O.E. Vacation Savings Plan, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

Payments accompanied by monthly reports on forms provided for the same are due in the Vacation Savings Plan Office, 6150 Joliet Road, Countryside, Illinois 60525, not later than the tenth (10th) day of the following month for the preceding month. Report forms are available at the above address. However, if payment is not in by the Twentieth (20th) day of the month, it shall be considered a violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

Additional information and Employer code numbers can be obtained in the Vacation Savings Office at 6150 Joliet Road, Countryside, Illinois 60525.

## **ARTICLE X - APPRENTICESHIP AND SKILL IMPROVEMENT FUND**

A Trusteed Apprenticeship and Skill Improvement Fund has been created and is known as the Operating Engineers Local 150 Apprenticeship Fund.

Effective June 1, 2011, the Employer shall pay ONE DOLLAR AND THIRTY CENTS

(\$1.30) for each hour the employee receives wages under the terms of this agreement into the aforementioned Apprenticeship Fund.

Effective June 1, 2012, the Employer shall pay AMOUNT TO BE DETERMINED for each hour the employee receives wages under the terms of this agreement into the aforementioned Apprenticeship Fund.

Effective June 1, 2013, the Employer shall pay AMOUNT TO BE DETERMINED for each hour the employee receives wages under the terms of this agreement into the aforementioned Apprenticeship Fund.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Apprenticeship Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

The Employer further agrees to be bound by the terms of the Apprenticeship Standards established by the Joint Apprenticeship Training Committee of the Northern Illinois and Northern Indiana Apprenticeship and Skill Improvement Program, as approved by the United States Department of Labor Bureau of Apprenticeship Training.

The Apprenticeship Fund has been established and shall be administered in accordance with the Labor Management Relations Act of 1947, as amended and all other applicable Federal and State Laws.

Contributions of the Employer together with report forms supplied for such purpose are due in the Apprenticeship Fund Office not later than the tenth (10th) day of the following month.

Contributions to the aforesaid Apprenticeship Fund shall not constitute or be deemed wages due to the employee.

The sole liability of the Employer to the Apprenticeship Fund shall be the payment of hourly contributions as set-forth in this Article, provided, however, that nothing herein shall be interpreted to release the Employer from its obligations under the Apprenticeship Standards as set forth above.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month.

The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred sixty-eight (168) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and/or non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs bargaining unit work and/or non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of corporation or;
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation.

The bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred twenty (120) hours per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month.

The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred twenty (120) hours each month.

During the term of this Agreement, if the per member/participant cost of providing Welfare Fund Benefits to such persons exceeds the total contributions made on behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred twenty (120) hours monthly minimum contribution requirement of this provision. The parties agree that such meetings and bargaining will not be considered a reopening of the contract for any purpose and all other provisions of the Agreement shall remain in force and effect through the term of the Agreement.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from the obligations of Article III, Section 2 Regular Assigned Engineers of this Agreement.

### **ARTICLE XI - IUOE PAC CHECK-OFF**

The EMPLOYER will deduct FIVE CENTS (\$0.05) for each hour that the employee receives wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms and shall pay over the amount so deducted to the International Union of Operating Engineers, Local 150, Political Action Committee ("IUOE PAC"), 6200 Joliet Road, Countryside, Illinois 60525. It is agreed that these authorized deductions for the IUOE PAC are not conditions of membership in the International Union of Operating Engineers, Local 150, or of employment with EMPLOYER and that the IUOE PAC will use such monies in making political contributions in connection with Federal elections. Payments to the IUOE PAC, accompanied by monthly reports on forms so provided by the International Union of Operating Engineers, Local 150, shall be remitted at the same time as required for the monthly pension and welfare payments on a separate check made payable to the IUOE PAC at the above address. The Employer shall deduct a processing fee each month from the total amount to be transmitted to the IUOE PAC to be calculated at the Illinois Department of Revenue standard which is currently 1.75 percent.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise with regard to creation of this PAC Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

### **ARTICLE XII - DUES CHECK OFF**

Upon receipt of a written check off authorization form from an employee, the Employer agrees to deduct each week the applicable initiation fees and monthly dues uniformly required for obtaining and maintaining membership in the Union from the pay of each employee covered by this Agreement and shall remit the same to the Union, no later than the tenth (10th) day of each month, together with an itemized statement of such deductions. No deductions shall be

made which are prohibited by applicable law. Payments, accompanied by monthly reports on forms provided shall be submitted to the Midwest Operating Fringe Benefit Fund, 6150 Joliet Road, Countryside, Illinois 60525. Report forms are available at the above address.

However, if payment is not received by the twentieth (20th) day of the month, it shall be considered a violation of this Agreement, and the Union shall be entitled for all contributions due, liquidated damages, interest, and any other cost of collections.

It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c) (4) of the Labor Management Relations Act of 1947, as amended, and that such deductions shall be made only pursuant to written assignments from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise as regards a creation of the Dues Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

### **ARTICLE XIII - INDUSTRY ADVANCEMENT FUND**

Effective June 1, 2011, each Employer shall be required to pay into the Construction Industry Advancement Fund the amount of NINE CENTS (\$0.09) for each hour worked by his employees under the terms of this Agreement.

Effective June 1, 2012, each Employer shall be required to pay into the Construction Industry Advancement Fund the amount of AMOUNT TO BE DETERMINED for each hour worked by his employees under the terms of this Agreement.

Effective June 1, 2013, each Employer shall be required to pay into the Construction Industry Advancement Fund the amount of AMOUNT TO BE DETERMINED for each hour worked by his employees under the terms of this Agreement.

## **ARTICLE XIV - CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND**

Effective June 1, 2011, the Employer shall pay THIRTY CENTS (\$0.30) per hour for each hour for which employees and supervisors receive wages under the terms of this Agreement into the Construction Industry Research and Service Trust Fund.

Effective June 1, 2012, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour for which employees and supervisors receive wages under the terms of this Agreement into the Construction Industry Research and Service Trust Fund.

Effective June 1, 2013, the Employer shall pay AMOUNT TO BE DETERMINED per hour for each hour for which employees and supervisors receive wages under the terms of this Agreement into the Construction Industry Research and Service Trust Fund.

The Construction Industry Research and Service Trust Fund maintain a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other places designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the tenth (10th) day of the following month. The contributions to the aforesaid Construction Industry Research and Service Trust Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Construction Industry Research and Service Trust Fund, and all amendments heretofore or hereafter thereto, as though the same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest and any other costs of collection.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month.

The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred sixty-eight (168) hours each month.

The parties recognize that individuals employed by corporations who are party to this Agreement may perform both bargaining unit and/or non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs bargaining unit work and/or non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of corporation or;
- B. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation.

The bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred twenty (120) hours per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month.

The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred twenty (120) hours each month.

During the term of this Agreement, if the per member/participant cost of providing Welfare Fund Benefits to such persons exceeds the total contributions made on behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred twenty (120) hours monthly minimum contribution requirement of this provision. The parties agree that such meetings and bargaining will not be considered a reopening of the contract for any purpose and all other provisions of the Agreement shall remain in force and effect through the term of the Agreement.

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from the obligations of Article III, Section 2 Regular Assigned Engineers of this Agreement.

## **ARTICLE XV - CONTRACT RE-OPENER**

In the event that the provisions of the Davis-Bacon Act, 40 U.S.C. 5276(a) and/or the

provisions of the State of Illinois Prevailing Wage Act, 820 ILCS §130 et seq., are repealed or substantially modified in a manner which adversely affects the ability of signatory Employers to compete for State or Federal work, the parties to this agreement agree to immediately reopen the Agreement and negotiate appropriate changes in terms and conditions of employment to maintain contractor competitiveness for such work. In the event no agreement is reached after sixty (60) days of the commencement of such negotiations, the contract shall end.

### **ARTICLE XVI - SAVINGS CLAUSE**

Any provision contained herein that is contrary to or held to be in violation of the Labor Management Relations Act of 1947, or any Federal Law now in force or hereafter enacted, or hereafter becoming effective, shall be void, and of no force or effect, and this contract shall be construed as if said void provision here were not a part thereof, it being intended, however, that the other provisions of this contract shall not be affected thereby.

It is further agreed that should compliance with any Federal Law, or amendment thereof, or any order or regulation issued thereunder, now or hereafter in force and effect, prohibit the carrying out of any of the provisions of this Agreement, then to the extent of such deviation or prohibition this Agreement, shall be deemed to have been automatically amended, effective on the effective date of such law, order or regulation.

Such amendment to this contract shall remain in effect only so long as said law, amendment, order or regulation continues in force; or until the expiration of this Agreement, whichever event shall first occur.

### **ARTICLE XVII - THE UNION AND THE ASSOCIATION TOGETHER SHALL CREATE A COMPETITION COMMITTEE**

This Committee shall consist of an equal number of members representing the Employer and the Union with no less than three (3) persons from each group. The Union and/or Association may appoint alternate members.

The purpose of this Committee shall be to consider and implement under appropriate circumstance and based on adequate economic justification modification of this Agreement to apply to specific projects and/or geographic areas to assure continued work opportunities for

employees working under this Agreement.

### **ARTICLE XVIII -ENTIRE AGREEMENT OF THE PARTIES**

This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and as such, and in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or respect to any other matters for its own use. However, such rules or regulations whether contained in a by-laws, constitution or otherwise shall have no effect directly or indirectly upon this collective bargaining agreement, any employment relationship or the relationship between the parties.

### **ARTICLE XIX - DRUG POLICY COMMITTEE**

A joint committee of NICA and the Operating Engineer's, Local #150 shall meet to discuss the adoption of drug policy. If agreement is reached on such policy it will be immediately added to the Agreement with no ratification process required.

**EFFECTIVE DATE:** This Agreement shall become effective the 1st day of June, 2011, and remain in full force and effect until the 31st day of May, 2014, and shall thereafter continue from year to year, unless at least sixty (60) days prior to the expiration date, or as thereafter extended, either party hereto shall notify the other in writing of its intention to terminate. It is contemplated that the parties will, in said sixty (60) day period meet with each other to negotiate a new agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**REPRESENTING THE EMPLOYER:  
NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION**

**NORTHWESTERN ILLINOIS  
CONTRACTORS ASSOCIATION**

**REPRESENTING THE UNION:  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 150 AFL-CIO**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

James M. Sweeney

Its: President-Business Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Steven M. Cisco

Its: Recording-Corresponding Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Marshall E. Douglas

Its: Treasurer

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Michael Kresge

Its: Business Representative

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Mark Szula

Its: Business Representative

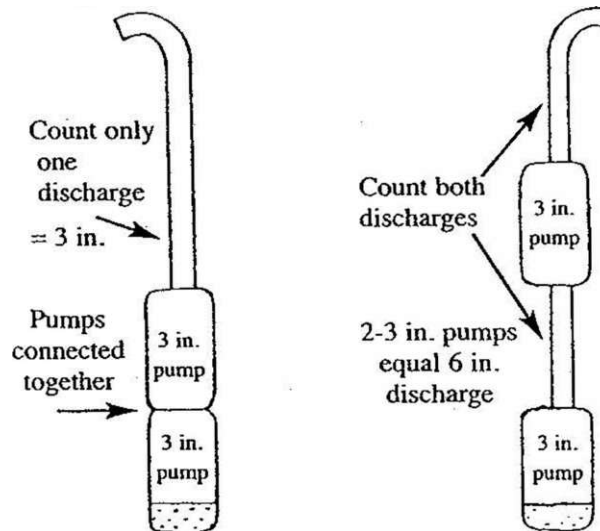
Northern Illinois Building Contractors Assn  
Northwestern Illinois Contractors Assn  
1111 South Alpine Road, Suite 202  
Rockford, Illinois 61108  
815-229-5636  
Glen Turpoff, Director

International Union of Operating  
Engineers, Local 150, AFL-CIO  
6200 Joliet Road  
Countryside, Illinois 60525  
708-482-8800  
708-482-7186 Fax

**Illustrations and Definition of Piggybacking and  
Staging of Electric Submersible Pumps  
as applied in the Heavy and Highway and Building Agreements**

Electric Submersible pumps may be physically connected to each other (piggyback) without causing any increase in discharge as calculated under this section.

Discharge of Electric Submersible pumps which are not piggybacked but which are physically connected by hose, pipe, etc. or are otherwise staged shall be calculated separately and totaled in calculating total discharge under this section. (See illustration)



**MEMORANDUM of CLARIFICATION** regarding Application of Illinois Building / Heavy and Highway and Underground Agreements of Local 150 I.U.O.E. which expire on June 30, 1981 in their application to:

**SEWAGE PLANTS**

This memorandum based on a site visit to the Aurora Sewage Plant, Montgomery, Illinois (See minutes Case No. 79—17 and Joint Grievance Committee Minutes, January 4, 1980,) (A.J. Lowe Co. vs. Local 150 I.U.O.E.) is effective July 15, 1980.

1. All sewer and watermain pipe outside of structure wall or building wall to be installed under the Heavy and Highway and Underground Agreement.
2. All sewer and watermain pipe inside a structure wall or building wall to be installed under the Illinois Building Agreement.
3. All air feed pipe and chemical feed pipe, even though installed underground, shall be installed under the Illinois Building Agreement.

**NORTHERN ILLINOIS BUILDING  
CONTRACTORS ASSOCIATION**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 150 AFL-CIO**

**NORTHWESTERN ILLINOIS  
CONTRACTORS ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

James M. Sweeney  
President-Business Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Steven M. Cisco  
Recording-Corresponding Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Marshall E. Douglas  
Treasurer

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Michael Kresge

Its: Business Representative

By: \_\_\_\_\_

Mark Szula

Its: Business Representative