

ROCKFORD HEAVY AND HIGHWAY AGREEMENT

BETWEEN

**NORTHERN ILLINOIS BUILDING CONTRACTORS
ASSOCIATION**

AND

NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION

AND

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

EFFECTIVE

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Rockford Heavy Highway Agreement
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JOINT AGREEMENT

THIS AGREEMENT, made and entered into this **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 Association, hereinafter for convenience, referred to as the “Employer” and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 150, AFL-CIO**, hereinafter for convenience referred to as the “Union”.

INTENT

The terms and conditions of this Agreement relating to the employment of the employees have been arrived at by means of collective bargaining, and the Agreement shall be deemed to be the Agreement of each of the Associations named above and shall be binding on all parties hereto and their respective members on whose behalf they have bargaining rights. For the purpose of mutual convenience and standardization, this Agreement has been negotiated by and between the Union and the Joint Negotiating Committee of Associations.

PURPOSE

SUBJECT TO THE PROVISION OF THIS AGREEMENT, the purpose of this Agreement is to:

- A. Enter into a definite labor-management contract covering the wages, hours, conditions of work and terms of employment in the relationship between Employer and employee.
- B. Describe the respective rights and responsibilities of the Employer and the Union.
- C. Prevent strikes, lockouts and stoppages of work on account of contract or jurisdictional disputes by requiring prior arbitration procedure.
- D. Promote the efficiency and productivity of the construction industry.
- E. Protect the economic and employment welfare of the employees.
- F. Comply at all times with State and Federal Law governing labor-management relations.
- G. Provide the principle of Union Security.

- H. Preserve to the Employer the basic and intrinsic rights of management to decide and conduct its own operation in a competitive free enterprise system.
- I. Improve the local, state and national economy by quality performance.
- J. Observe and protect the public interest.

ARTICLE I

SECTION 1 - BARGAINING UNIT

The bargaining unit shall consist of all employees 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 7, "SCOPE OF WORK", and Article XV, Section 1, "WAGE RATES AND FRINGE BENEFITS", 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 all machines used on work coming within the occupational jurisdiction of the Union regardless of motive power, and/or mode of control.

The bargaining unit shall also include, for the purposes of Article XVI, Sections 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, lay-off, 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 five (5) years prior to the effective date of this Agreement contributions were required to be made for at least 5,000 hours worked, or wages received, as the case then required.

SECTION 2 - 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 3 - RECOGNITION

The Associations and the Employers recognize the Union as the sole and exclusive bargaining agent for all employees employed in work covered by the occupational jurisdiction of the Union by Employers who are now members of the Associations and who have assigned their bargaining rights to the Association, or such Employers as may hereafter become members of the Associations and who assign 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 who assign 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 give the Associations 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 4 - 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 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 will 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 - 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 the words herein are used in the masculine such shall also include the feminine.

SECTION 7 - SCOPE OF WORK

This Agreement shall apply to work classifications and operations incidental thereto as are herein generally and specifically described: ¹ excavating of all types, paving of all types, bridges,

¹ See letter of clarification regarding sewage disposal plants.

culverts, roads, streets, airport runways, ramps grading, resurfacing, grade separations, overpasses, underpasses, curbs, gutters, sidewalks, parking areas, skyways, caissons, and all other highway construction work, underground and utility work of all types, sewers, subways, tunnels, water mains, piping, pipe jacking, headwalls, outfall structures, junction chambers, concrete construction, conduits, drainage, sheeting, dewatering, pile driving and all other underground utility work, heavy construction work of all types, dams, cofferdams, dock walls, shore protection and all land-based operations involving lakes, harbors, and river improvements; snow removal, flood controls, civil defense, fire and catastrophe operations of all types, landscaping, black dirt and black dirt fields, and wrecking of all types, dismantling or demolition of any building structure, railroad spurs from main line to building line, all farm and land improvements and all assembly and disassembly of all production equipment on the job site coming under the jurisdiction of the Operating Engineers.

In the application of this Section, the aforementioned classifications of work and operations shall not be interpreted to include work as defined in the Building Agreement by and between the Associations 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 8 - PRE-JOB / JOB CONFERENCE

If the Union or Employer elects, a pre-job/job conference shall be held prior to the commencement of work. At the pre-job/job conference, the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications, the probable starting date, duration of the job, and the machines to be used. The parties shall reduce the Employer's pre-job requirements and agreements to writing, to be signed by an Employer and Union representative.

Either party may after a job is in progress, if it deems necessary, request a job conference. The pre-job/job conference must be held within five (5) days from the date of request.

Union has the option to strike if an Employer refuses a written request to attend a pre-job/job conference 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 9 - PREVAILING WAGE SCALE

There is set forth in this Agreement in Article XV, a wage scale applicable to work performed by journeymen and apprentices in Boone, Carroll, DeKalb, Jo Daviess, Lee, Ogle, Stephenson, Whiteside, and Winnebago Counties, all in Illinois, and in Article XV, the applicable wage scales for journeymen and apprentices in all counties listed above. Such wage scales shall be applicable to contractor, individual, partnership or corporation signatory hereto and their employees engaged in all types of private works and in public works for the state, county, city, United States, or any other public body or any other political or departmental subdivision hereof.

The Union will draft a Rider for an individual Employer to sign when a member works outside of Local 150's geographic scope, and the Rider must be signed by the Employer and the Union.

SECTION 10 - SUCCESSOR / EMPLOYERS

- A. SUCCESSOR / EMPLOYERS** This Agreement, when executed by the parties hereto, shall be binding upon the Union and Employer, their successors, heirs, executors, administrators, receivers in bankruptcy, receivers in equity, trustees or any such other equivalent designee.
- B. NOTICE TO THE UNION** Employer shall give notice to the Union and the appropriate Fund Office in writing 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 operation;
 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 11 - 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 7, Article VIII, Article XI, and/or Article XV to 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 7, Article VIII, Article XI, and/or Article XV 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 XIII 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

A. UNION SHOP

All employees shall be obligated to become members of the Union after the seventh (7th) day of employment as a condition of continued employment. Any employee who fails to become a member of the Union by his own choice and not by refusal of the Union, or who fails to maintain

his Union membership, or non-member who fails to pay required permit fees, shall forfeit his right of employment.

The Union by written notice served by registered mail upon the Employer may demand the discharge of said employee, specifically stating the basis of said demand, and subject at all times to the Union guarantee to defend, save harmless and indemnify the Employer from any claims or damages accruing to the employee as a result of the wrongful discharge demand by the Union. The foregoing in all other aspects shall be subject to existing and applicable Federal and State laws governing labor management relations. This Union security provision shall be subject to immediate negotiation with the Employer as to any further changes permissible under future legal authority.

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.

ARTICLE III

SECTION 1 - WORK DAY AND WORK WEEK

A. The regular starting time for a single shift operation Sunday through Saturday inclusive shall be scheduled at one of the following hours: 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m.

The Employer must establish a regular starting time, then, if the Employer desires to change the established starting time, the employee(s) must be notified before the quitting time of the employee's regular workday of any change in the established starting time for the following day.

B. Eight (8) hours shall constitute a normal workday between the hours of 6:00 a.m. and 2:30 p.m., 6:30 a.m. and 3:00 p.m., 7:00 a.m. and 3:30 p.m., 7:30 a.m. and 4:00 p.m., 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 the remainder of this Agreement. For starting times on a single shift operation outside of the normal workday required by a governmental agency, employees shall be paid a premium of Two Dollars (\$2.00) per hour in addition to their straight-time rate of pay in lieu of shift premiums. For any other single shifts where the starting times are outside of the normal workday, there must be a pre-job meeting in which both parties mutually agree to the change.

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 beginning at the midpoint of the shift(s) or 12:00 noon for a single shift operation. The Employer must establish a regularly scheduled lunch period at either the midpoint or 12:00 noon and it shall be for a minimum of one (1) week duration beginning on a Monday and the employees must be notified before quitting time of the employee's last day of work prior to the Monday of the change in the established lunch period. On a three 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 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 (1/2) hour lunch period at midpoint of the shift.

If the Employer requires the employee to work during his scheduled lunch period on a multiple shift operation, the employee shall be paid as provided above and in addition shall receive one-half (1/2) hour at the overtime rate for working during his lunch period.

On a single shift operation if the Employer requires the employee to work during his scheduled lunch period, he shall be paid time and one-half (1-1/2) for the lunch period in addition to his normal day's pay.

The above lunch period provision shall also apply to Sundays and holidays, except it shall be paid at the double time (2x) rate. On multiple shift operations, only machines that work all of the shifts are subject to the lunch premium.

D. 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 10:00 p.m. 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 (2) hours for the days the employee was on layoff.

1. An employee who reports to work and is informed prior to the starting time of his regular shift, 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. and 8:00 a.m., respectively, that he will not work that day shall receive two (2) hours pay.
2. An employee who reports for work and is informed prior to preparation time (1/2 hour prior to this established starting time) that he will not work that day and is released before two (2) hours have elapsed beginning with the starting time of his preparation time and has not started to work, shall receive two (2) hours pay.
3. An employee who reports to work and commences preparing his machine and is informed prior to his regular starting time that he may not work that day and is released before two and one-half (2-1/2) hours have elapsed beginning at the starting time of his preparation time and is not started to work shall receive one-half (1/2) hour at the overtime rate of pay for preparation time and two (2) hours pay for show up time.
4. An employee who is requested to report for work prior to 6:00 a.m. on a single shift operation or 8:00 a.m., 4:00 p.m., or 12:00 midnight on a two or three shift

operation 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 starting times listed in this paragraph and two (2) hours pay for show up time.

5. An employee who is requested to report for work prior to 6:00 a.m. on a single shift operation or 8:00 a.m., 4:00 p.m., or 12:00 midnight on a two or three shift operation and held on the job more than two (2) hours after the regular starting time or has started to work at any time after the requested starting time shall receive pay at the overtime rate for the hours prior to the starting times listed within this paragraph and for eight (8) hours' pay for the normal work day.
6. 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 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 8:00 a.m., 4:00 p.m., or 12:00 midnight, respectively, shall be paid back to 8:00 a.m., 4:00 p.m., or 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 single and multiple shifts under the terms of this Agreement. 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 applicable overtime rate of pay.

SECTION 2 - HOLIDAYS

The following holidays are designated as those for which double (2x) time shall be paid: NEW YEAR'S DAY, DECORATION DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY AND 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 3 - OVERTIME

All time in excess of eight (8) hours per day and/or forty (40) hours per week and before or after the normal workday and Saturdays shall be paid at the time and one-half (1-1/2) rate of pay.

All hours worked on Sundays shall be paid at the double-time (2x) rate of pay.

All overtime shall be paid to the next half (1/2) hour.

All hours for which the employee receives wages shall be counted as hours worked in computing overtime.

SECTION 4A - PAYDAY FOR EMPLOYEES WHO REPORT FOR WORK

Any employee who reports for work on a payday and is told that there is no 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 an 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 unless it has been directly deposited into his account as a result of a Direct Deposit agreement, or previously paid to the employee pursuant to an established payroll service.

SECTION 4B - 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. Where the Employer chooses to pay by check, 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. If the employee is paid through Direct Deposit on or before his regular payday, he may be called off in accordance with other provisions of the contract and will not be compensated for two hours' pay.

ARTICLE IV

SHIFT WORK

When shift work is established and work is carried on with three shifts of men working eight (8) hours each, 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 during weekdays, except as provided in this Article. Rotation of multiple shifts may be established at a job conference.

Employees working on the afternoon shift shall receive an additional Seventy-Five Cents (\$0.75) per hour over the regular rate of pay. Employees working on the night shift shall receive an additional One Dollar and No Cents (\$1.00) per hour over the regular rate of pay.

Where two (2) or three (3) shifts are utilized and the Employer wishes the starting time advanced, a representative of the Union and a representative of the Employer shall meet and agree to the starting time for both shifts.

Where shift work is performed from 12:01 a.m. Saturday to 12:00 midnight Saturday, each shift shall be paid at the rate of time and one-half (1-1/2).

Where shift work is performed from 12:01 a.m. Sunday to 12:00 midnight Sunday, each shift shall be paid at the rate of double (2x) time.

All provisions in Article III pertaining to work week, show up time and workday, preparation time, overtime, holidays, and payday shall apply to all one, two, and three shift operations.

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 (see regular assigned engineer clause).

ARTICLE V

SECTION 1 - SEVERANCE PAY

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, or by Certified Mail postmarked within twenty-four (24) hours after his quitting time. If not paid within said twenty-four (24) hours,

the Employer shall pay penalty of four (4) hours of pay 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 or holidays. Employees shall not be called at home and terminated.

SECTION 2 - 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.

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 day thereafter until a valid payroll check is received by the employee. It is understood that Sundays and holidays are not included.

SECTION 3 - TRANSPORTATION AND PARKING

Whenever employees of the bargaining unit are employed on a job site or project 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 or an adequate parking lot provided for by the Employer to their place of employment. All shifts shall start and end at a specified gate, entrance or parking lot for all employees for whom such transportation is furnished.

SECTION 4 - DUTIES OF THE EMPLOYER

It shall be the duty of the Employer to:

1. Furnish to the employees a sufficient amount of fresh drinking water at the beginning of each shift at the job site and again during the lunch period. Provide an adequate change house (for Operating Engineers) and sanitary toilets at the job site.
2. Provide adequate heated showers for (Operating Engineers) at the job site on all tunnel jobs.
3. Provide an adequate amount of water to keep the dust down.
4. Maintain proper ventilation in all working areas pursuant to Section 5 of this Article.
5. Provide suitable shelter to protect employees from falling materials and inclement weather; such as hard hats, raingear, summer and/or winter fans and heat housers.
6. Carry Workmen's Compensation Insurance in a Company or Association authorized under applicable state laws and regulations to insure the liability to pay compensation under Workmen's Compensation Laws.
7. Make all contributions required under the Illinois Unemployment Compensation Act. When an Employer shall not be subject to the provisions of such Act because of the number of employees in the employing unit, he shall, nevertheless, pursuant to the provisions of said Act, make election to be subject thereto.
8. Upon forty-eight (48) hours written notice, the Union shall have the option to strike any Employer who does not comply with numbers 6 and 7 above.

SECTION 5 - INSURANCE, SAFETY, SANITATION

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

SECTION 6 - CELL PHONE PROHIBITION

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

ARTICLE VI

SECTION 1 - MAINTENANCE AND HEAVY DUTY REPAIR

1. When the Employer is performing work covered by this Agreement and such Employer maintains a maintenance and repair shop, or shops, or does repair and equipment maintenance in the field, all employment and applications for employment to perform such work shall be in accordance with the terms and provisions of this Agreement. The Employer shall have the right to have specialized field and shop repair performed by service representatives of manufacturers or equipment dealers who provide such service.
2. Employees shall keep their equipment in good order and good repair at all times, and shall assist in field repair of same. In the event of a breakdown of equipment, the engineer and oiler, if one is assigned to the equipment, can be reassigned while it is being repaired only when members of the bargaining unit are assigned to perform the repair work.
3. If any repair work is to be performed by anyone other than a member of the bargaining unit, the operator and/or oiler shall assist said non-bargaining unit member with the repair, and shall remain with his assigned machine until all repair work is completed.
4. Unassigned machines shall come under the terms and conditions of number 2 above.

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.

On days when operators and oilers are called off or when repair work goes into overtime on a weekday, Saturday, Sunday or holiday, only a bargaining unit mechanic may perform the repairs with no assistance. If another person is needed to assist, it shall be a member of the bargaining unit.

When warranty work is performed on new equipment, the operator and/or oiler may be reassigned. The length of time warranty work can be performed by factory service representatives shall be limited to the original factory warranty period.

SECTION 2 - LOADING AND UNLOADING

The loading and unloading of all power driven self-propelled equipment listed in the wage classifications of the Agreement when being moved by means of low-boy trailers, rail, or water on the job site, from job site to job site, yard to 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.

The loading and unloading of unassigned equipment discussed in this Section may be done by an employee(s) assigned to another piece of equipment and shall not be considered a violation of the One Change Per Day Clause as provided in Article IX, Section 4. Provided, however, such operation does not violate Article IX, Section 6, the Idle Time provision.

SECTION 3 - 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, etc., shall be deemed the work of the Operating Engineer and shall be covered by the terms of this Agreement. Employees shall receive wages for such travel time until they are returned to the place of origin or their personal transportation, whichever is closer.

If the Employer designates a reporting point other than the job site, employees shall be paid at their applicable rate for time spent going from the reporting point to the job site and if necessary, for returning to the designated reporting point.

SECTION 4 - 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 fuels, oil, and any additional insurance rider over three million dollars (\$3 mil) 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. In case of a lay-off, it shall be as set forth in Article V, Section 1.

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.

ARTICLE VII

CRAFT FOREMAN

One bargaining unit employee will be designated the Craft Foreman during any day the Employer employs fifteen (15) or more employees in the bargaining unit, exclusive of supervisory personnel.

The Craft Foreman will be a mechanic, unless the Employer employs no mechanics, in which case the Craft Foreman designation may be assigned to one of the other bargaining unit members employed by the Employer and working as an equipment operator.

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 supervisor within the meaning of the National Labor Relations Act, as amended.

Employees covered by this Agreement do not have authority to exercise independent judgment contrary to established and customary company policy and procedures, and they cannot assign and direct other employees contrary to established and customary company policy and procedures. In no way shall such individual be deemed to be an agent of the Union.

The Craft Foreman will be designated by mutual agreement between the Union and the Employer.

ARTICLE VIII

SECTION 1 - PREPARING EQUIPMENT

A. Engineers on all cranes, all derricks and all hoists listed in Class I of Article XV hereof², and engineers on cranes 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 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 of over one hundred ten thousand (110,000) pounds gross vehicle weight shall require an Engineer and Oiler and/or Apprentice as the case may be.

All Tieback machines less than sixty thousand (60,000) pounds capacity shall be subject to preparation time.

² Single drum hoist of motive power of less than 6 horsepower will not require preparation time.

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 concrete conveyor systems will be present and assist when the conveyor system is being set up or dismantled, operated or moved. 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 conveyor system is set up in sections on different levels and is not one continuous set of conveyors.

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 over³, 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, Work Boat four hundred horsepower (400 HP) and over used for moving barges and Trenching machine thirty (30") inches and over, shall require an Engineer and Oiler (Apprentice), regardless of motive power.

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.

Hydraulic machine 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 (175,000) pounds shall require an oiler. Machines that do not require an oiler

³ See letter of intent dated May 6, 1976.

pursuant to the above shall be subject to preparation time pursuant to Section 1(A) of this Article, with the exception of Combination Backhoe Front 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 the Association signatory herein shall meet and based on available information and the manufacturers specifications issue 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.

Truck Cranes rated as having a lifting capacity of forty-five (45) ton and under shall not require an Oiler. All Truck Cranes 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 references 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 - BRIDGE CONSTRUCTION LESS THAN \$350,000.00

On contract bid work for bridge construction of less than \$350,000.00 and cranes of less than fifty (50) ton capacity, such machine shall require preparation time pay as set out in Article VIII, Section 1 of this Agreement. Cranes with capacity larger than those listed above shall require an oiler as set out in Article VIII, Section 2 of this Agreement.

It is understood that bridge construction on access controlled highways, toll roads and multi-lane highways are excluded from this provision and will be covered pursuant to Sections 1 and 2 of this Article without modifications.

SECTION 5 - 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 (\$0.50) 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 (\$0.50) plus an additional Ten Cents (\$0.10) per hour over and above the regular wage scale for operating such crane for each additional ten feet (10') of boom or jib.

SECTION 6 - CAPACITY PAY

All engineers operating cranes and derricks with a manufacturer's rated maximum capacity exceeding fifty (50) ton shall be compensated Two Cents (\$0.02) per hour for each ton of the rated capacity in excess of 50 ton. Long Boom Pay Section 5 and Capacity Pay Section 6 and Premium Pay as provided for in Section 7 of this Article shall not be pyramided, but the highest rate shall prevail.

SECTION 7A - AUGERS AND DRILL RIGS

- A. All engineers operating crane mounted earth augers, raised blind hole drills, and truck mounted drill rigs shall be compensated an additional Fifty Cents (\$0.50) per hour over and above the regular wage scale for operating such equipment.
- B. All engineers operating cranes with pneumatic, hydraulic, or electric driven attachments, earth augers, diesel pile hammers, etc. shall be compensated an additional One Dollar (\$1.00) per hour over and above the regular wage scale for operating such equipment, unless there is an operator already assigned to the attachment. This premium only applies to the crane operator.

SECTION 7B - 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 VIII, 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 8 - CRETER CRANES

Concrete conveyors 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 conveyor 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 9 - TRUCK MOUNTED CONCRETE PUMPS

Truck mounted concrete pump or conveyor operations shall require an operator. When such machine is equipped with a boom, which is 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 concrete pump or conveyor.

SECTION 10 - TRUCK MOUNTED CONCRETE CONVEYORS

Truck mounted concrete conveyors operations shall require an engineer. When such machine is equipped with conveyors 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 concrete pump.

Sections 9 & 10 shall also apply to residential single-family housing construction and multi-family residential housing construction not exceeding thirty (30) individual units or three (3) stories in height.

SECTION 11 - 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 12 - UNDERGROUND WORK

- A. Employees working in tunnels, shafts, etc., shall be paid an additional Forty Cents (\$.40) per hour over the regular negotiated wage rate. In addition to this, employees working under air pressure (1/2 lb. to 7 lbs.) shall receive Fifty Cents (\$.50) per hour over the regular negotiated wage rate. Employees working under air pressure (7 lbs. or over) shall receive Sixty-Five Cents (\$.65) per hour over the regular negotiated wage rate. Underground and air pressure pay differential shall apply for the full shift and all overtime to any employee performing work underground or under air pressure.
- B. All shifts shall start and end above ground, or employees engaged in work described in this Section shall be paid an additional one-half (1/2) hour pay as travel pay at the overtime rate from 0 to 10,500 ft., one (1) hour travel pay for over 10,500 ft. to 21,000 ft., one and one-half (1-1/2) hours travel pay for over 21,000 ft. to 31,500 ft. Travel distance shall be measured from point of entry of the employee. Employees must report before their normal starting time as required by the travel time listed herein. At the end of the shift, employees must be out of the shaft at the normal quitting time or be paid overtime pursuant to the terms of this Agreement, unless reason for not being out of the shaft is an act or fault of the employee.

SECTION 13 - MINING MACHINES - BORING MACHINES - MICRO TUNNELING

- A. The crew operating and maintaining the mining machines shall be compensated an additional Fifty Cents (\$.50) per hour over and above the regular wage scale for operating and maintaining such machine. For hard rock tunnels twelve (12') feet in diameter and

over, the crew shall consist of one (1) operator, one (1) oiler, and one (1) heading mechanic, who shall perform maintenance on any equipment in the tunnel heading, under twelve (12') feet in diameter, one (1) operator and one (1) oiler. Tunnels, other than hard rock, less than five (5') feet in diameter one (1) operator. Five (5) feet in diameter and over one (1) operator, one (1) oiler.

- B. All Micro Tunneling operations shall require three (3) Operators, two (2) Class I Operating Engineers and one (1) Class III Operating Engineer, for tunneling machines and pipe jacking.

SECTION 14 - TIEBACK MACHINES

Tieback machines rated by the manufacturer to have 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 VIII, Section 1, of the Agreement regardless of motive power.

SECTION 15 - ASPHALT PLANTS

An Operator and apprentice/oiler shall be present at all times when Plant is in operation. When Plant is not in operation and silo has been loaded the previous day, the operator shall be present to discharge the material from silo.

SECTION 16 - WORK BOATS

A Work Boat is defined as any boat, regardless of length, horsepower, or propulsion type, used to haul personnel to and from a jobsite or work area or move barges with materials or equipment. All Work Boats shall be manned while in use by an Operating Engineer.

When a licensed boat pilot is required that operator shall receive ONE DOLLAR (\$1.00) per hour over the Class I rate.

Work boats FOUR HUNDRED horsepower (400 HP) and over used for moving barges shall require an oiler/deckhand at all times. The oiler/deckhand shall service and perform maintenance on the work boat.

Oiler/deckhands will also be responsible for all coupling and uncoupling of steel pipe and fusion joining of flex pipe along with the stringing and stacking of the discharge pipe used in conjunction with a dredging spread.

ARTICLE IX

SECTION 1 - 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 2 - NOTICE ON LEAVING JOB

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

SECTION 3 - REGULAR ASSIGNED ENGINEERS

The engineers, or crew regularly assigned to a piece of equipment on a single or a multiple shift operation shall be given preference when this piece of equipment is required to work, be repaired or moved (in accordance with Article VI) on a regular workday, Saturday, Sunday and holiday or other overtime.

SECTION 4 - CHANGING FROM ONE MACHINE TO ANOTHER

- A. The following shall be the maximum changes an employee shall make during a shift: Machine A to Machine B, back to Machine A, plus one other machine. If 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. The aforementioned change shall apply to all one (1), two (2) and three (3) shift operations, respectively.

- 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 to 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.

This provision shall not apply to minor machines in the following instances, notwithstanding Article IX, "Regular Assigned Engineer":

1. Small compressors, earth rollers and form graders when used on paving work.
2. Small graders, small rollers and small spreaders when used in connection with a blacktop operation.
3. Small combination hoes, trenching machines and post augers used in connection with the installation of traffic signals.

SECTION 5 - SKIDSTEERS / FORKLIFTS

Skidsteers / Forklifts or machines of a like nature that are designed to use bucket attachments of various sizes, such machines shall be in Class IV wage category.

Forklifts with pallet fork attachments serving six (6) or more brick masons on commercial projects shall be operated by Operating Engineers. Forklifts with pallet attachments serving five (5) or fewer brick masons on commercial projects may be assigned to Laborers.

SECTION 6 - IDLE TIME - CLASS I, CLASS II, CLASS III EQUIPMENT

In case of a layoff, a machine must be idle two (2) workdays before another employee can be assigned to such machine. If such machine is reactivated before the two (2) day work 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.

CLASS IV EQUIPMENT AND OILERS

In case of a layoff, a machine must be left idle one (1) working day before another employee can be assigned to such machine. If such machine is reactivated before the one (1) day period, the

original employee shall be given first opportunity of employment on said machine. However, if such equipment is not available, this paragraph shall be inoperative.

ARTICLE X

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, except the oiler shall take his lunch period before or after the engineer and grease the machine during the engineer's lunch time.

ARTICLE XI

SECTION 1 - SMALL EQUIPMENT

An operating engineer servicing and maintaining the following listed Class IV 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 employee 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. When 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 machine 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 2 - SMALL CATEGORY EQUIPMENT ASSIGNMENT

A. In the event that the Employer uses not to exceed a total of one (1) of the 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") inches 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 (\$0.50) 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.
2. One (1) to five (5) electric submersible pumps not to exceed three (4") inches each.

A member of the bargaining unit shall be assigned and compensated at the rate of Fifty Cents (\$0.50) 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.

D. In the event an Employer uses a compressor of 350 C.F.M. or over on a job site where there are no members of the bargaining unit employed, the Employer shall employ a member of the bargaining unit at the Class IV rate of pay listed in this Agreement.

SECTION 3 - ELECTRIC SUBMERSIBLE PUMPS - JOB SITES OR PROJECTS

A. On a job site where more than five (5) four (4) inch 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") inch 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 are 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 (\$0.50) per hour for the entire shift over and above the members negotiated rate of pay. An employee shall not be required to operate or maintain more than a total of twenty (20") 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 is 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") inch 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 4 - ELECTRIC SUBMERSIBLE PUMPS - TUNNELS, ETC.

The Employer shall require a full-time pump operator when B or C of Section 3 above is exceeded and the job or project 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 the regular second shift crews 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.⁴

⁴ See illustration and definition attached to the back of contract.

ARTICLE XII

HIRING

When an Employer performs work covered by this Agreement in the areas covered by Local Union No. 150, 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-discriminatory 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 XIII

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 or the other of the aforesaid persons or organization is violating or has violated this Agreement.

1. A grievance shall be filed under the provisions of this Article within two (2) weeks of the event first giving rise to or the employee and/or Union becomes aware or is notified that a problem exists.
2. **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 thirty (30) 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 thirty (30) day period are deemed waived and are not subject to being processed through this procedure.

The above thirty (30) day limit may be waived for violations of Article III Section 1 – Work Day Work Week, Eight Hour Guarantee, Show-Up Pay, Call Off and Prep Time, also, Article III

Section 2 and 3 – Holidays and Overtime. 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 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.

3A. 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 Employers and the Union; but with no less than three (3) members from each group. The Union or Association may appoint alternate members. The Joint Grievance Committee may adopt procedural rules which shall be binding upon all parties to the JGC proceedings.

3B. 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.

3C. 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 equivalent benefits to the Local 150 Assistance Fund.

4. 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.
5. If the Joint Grievance Committee is unable to resolve a grievance by majority vote, the grievance may 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 the 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.

6. 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.
7. Neither the Joint Grievance Committee nor an arbitrator will have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new Agreement.
8. Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decision 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 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 its costs, including attorneys' fees, from the losing party.
- 9A. There shall be no lockout by an Employer during the term of this Agreement.
- 9B. Except as provided for in Article XXI of this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement.

SECTION 2 - JURISDICTIONAL AWARD

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 or Labor Board or Project Labor Agreements to which the Union is signatory. 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 Union and other Local Unions and the International Union, including, but not limited to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

ARTICLE XIV

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.

ARTICLE XV

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:

FRINGE BENEFITS	6/1/2011	6/1/2012	6/1/2013
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	*	**

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

	6/1/2011	6/1/2012	6/1/2013
CRAFT FOREMAN	\$44.20	*	**
CERTIFIED FRICTION CRANE OPERATOR, FIELD MECHANICS AND FIELD WELDERS ⁵	\$43.20	*	**
CERTIFIED CRANE OPERATOR REQUIRING AN OILER ⁵	\$42.20	*	**
ALL OTHER CERTIFIED CRANE OPERATORS REQUIRING NO OILER ⁵	\$41.20	*	**
DOWELL MACHINE WITH AIR COMPRESSOR	\$41.20	*	**
CERTIFIED FINISH BLADE	\$41.20	*	**
CERTIFIED TRACK EXCAVATOR	\$41.20	*	**
GRADALL AND MACHINES OF LIKE NATURE ⁶	\$41.20	*	**
WORK BOAT - REQUIRING A LICENSED BOAT PILOT ⁷	\$41.20	*	**

⁵ City of Chicago Crane License and/or Local 150 Advanced Crane Certification or OECF

⁶ Requires Oiler pursuant to Article VIII

⁷ Requires Oiler

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

CLASS I	6/1/2011	6/1/2012	6/1/2013
ASPHALT PLANT ⁷	\$40.20	*	**
ASPHALT HEATER AND PLANER COMBINATION	\$40.20	*	**
ASPHALT HEATER SCARIFIER ⁷	\$40.20	*	**
ASPHALT SILO TRENDRER	\$40.20	*	**
ASPHALT SPREADER	\$40.20	*	**
AUTOGRADER-GROMACO OR OTHER SIMILAR TYPE MACHINES ⁷	\$40.20	*	**
ABG PAVER ⁷	\$40.20	*	**
BACKHOES WITH CAISSON ATTACHMENT ⁷	\$40.20	*	**
BALLAST REGULATOR	\$40.20	*	**
BELT LOADER ⁷	\$40.20	*	**
CAISSON RIGS ⁷	\$40.20	*	**
CAR DUMPER	\$40.20	*	**
CENTRAL REDI-MIX PLANT ⁷	\$40.20	*	**
BACKHOE WITH SHEAR ATTACHMENT	\$40.20	*	**
COMBINATION BACKHOE FRONT ENDLOADER MACHINE (1CU. YD. BACKHOE BUCKET OR OVER OR WITH ATTACHMENTS)	\$40.20	*	**
CONCRETE BREAKER (TRUCK MOUNTED) ⁷	\$40.20	*	**

⁷ Requires Oiler

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

CONCRETE CONVEYOR	\$40.20	*	**
CONCRETE PAVER (OVER 27E C. YD.) ⁷	\$40.20	*	**
CONCRETE PLACER ⁷	\$40.20	*	**
CONCRETE TUBE FLOAT	\$40.20	*	**
CRANES, ALL ATTACHMENTS (NON CERTIFIED) ⁶	\$40.20	*	**
CRANES, TOWER OF ALL TYPES ⁷	\$40.20	*	**
CRETER CRANE	\$40.20	*	**
CRUSHER, STONE, ETC.	\$40.20	*	**
DERRICKS, ALL	\$40.20	*	**
DERRICK BOATS	\$40.20	*	**
DERRICKS, TRAVELING DIRECTIONAL BORING MACHINE OVER 12" ⁷	\$40.20	*	**
DREDGES ⁷	\$40.20	*	**
FORMLESS CURB AND GUTTER MACHINE ⁶	\$40.20	*	**
GRADER, ELEVATING GRADER	\$40.20	*	**
MOTOR GRADER, MOTOR PATROL, AUTO PATROL, FORM GRADER, PULL GRADER, SUBGRADER	\$40.20	*	**

⁶ Requires Oiler pursuant to Article VIII

⁷ Requires Oiler

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

GUARD RAIL POST DRIVER TRUCK MOUNTED ⁷	\$40.20	*	**
HOISTS, ONE, TWO & THREE DRUM	\$40.20	*	**
HYDRAULIC BACKHOES ⁶	\$40.20	*	**
HYDRO VAC, SELF PROPELLED, TRUCK MOUNTED	\$40.20	*	**
LUBRICATION TECHNICIAN	\$40.20	*	**
MANIPULATORS ⁸	\$40.20	*	**
PILE DRIVERS AND SKID RIG ⁷	\$40.20	*	**
PRE-STRESS MACHINE	\$40.20	*	**
PUMP CRETES DUAL RAM (requires frequent lubrication and water) ⁷	\$40.20	*	**
ROCK DRILL-CRAWLER OR SKID RIG ⁷	\$40.20	*	**
ROCK DRILL-TRUCK MOUNTED ⁷	\$40.20	*	**
ROCK/TRACK TAMPER	\$40.20	*	**
ROTO MILL GRINDER (36" and over) ⁷	\$40.20	*	**
ROTO MILL GRINDER (less than 36")	\$40.20	*	**
SLIP FORM PAVER ⁷	\$40.20	*	**
SNOW MELTERS	\$40.20	*	**
SOIL TEST RIG (Truck Mounted) ⁷	\$40.20	*	**
STRADDLE BUGGIES	\$40.20	*	**
GCI CRANE AND SIMILAR REQUIRES TWO OPERATORS ONLY	\$40.20	*	**

⁶ Requires Oiler pursuant to Article VIII

⁷ Requires Oiler

⁸ To be manned pursuant to the letter dated May 2, 1977.

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

HYDRAULIC TELESCOPING FORM (tunnel)	\$40.20	*	**
TIE BACK MACHINE	\$40.20	*	**
TRACTOR DRAWN BELT/LOADER ⁷	\$40.20	*	**
TRACTOR DRAWN BELT LOADER WITH ATTACHED PUSHER (two engineers)	\$40.20	*	**
TRACTOR WITH BOOM	\$40.20	*	**
TRACTAIRE WITH ATTCHMENT	\$40.20	*	**
TRAFFIC BARRIER CONVEYOR MACHINES	\$40.20	*	**
RAISED OR BLIND HOLE DRILLS (tunnel shaft) ⁸	\$40.20	*	**
TRENCHING MACHINE OVER 12” ⁶	\$40.20	*	**
TRUCK MOUNTED CONCRETE PUMP WITH BOOM	\$40.20	*	**
TRUCK MOUNTED CONCRETE CONVEYOR	\$40.20	*	**
WORK BOAT – NO LICENSE REQUIRED	\$40.20	*	**
UNDERGROUND BORING AND/OR MINING MACHINE 5’ IN DIAMETER AND OVER TUNNEL, ETC. ⁷	\$40.20	*	**
UNDERGROUND BORING AND/OR MINING MACHINE UNDER 5’	\$40.20	*	**
WHEEL EXCAVATOR	\$40.20	*	**
WIDENER (APSCO)	\$40.20	*	**

⁶ Requires Oiler pursuant to Article VIII

⁷ Requires Oiler

⁸To be manned pursuant to the letter dated May 2, 1977.

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

CLASS II	6/1/2011	6/1/2012	6/1/2013
BATCH PLANT ⁷	\$39.65	*	**
BITUMINOUS MIXER	\$39.65	*	**
BOILER AND THROTTLE VALVE	\$39.65	*	**
BULLDOZERS	\$39.65	*	**
CAR LOADER TRAILING CONVEYORS	\$39.65	*	**
COMBINATION BACKHOE FRONT END LOADER MACHINE (less than 1 cu. Yd. backhoe bucket or over or with attachment)	\$39.65	*	**
COMPRESSOR AND THROTTLE VALVE	\$39.65	*	**
COMPRESSOR, COMMON RECIEVER (3)	\$39.65	*	**
CONCRETE BREAKER OR HYDRO HAMMER	\$39.65	*	**
CONCRETE GRINDING MACHINE	\$39.65	*	**
CONCRETE MIXER OR PAVER 7S SERIES TO AND INCLUDING 27 CU. FT.	\$39.65	*	**
CONCRETE SPREADER	\$39.65	*	**
CONRETE CURING MACHINE BURLAP MACHINE, BELTING MACHINE AND SEALING MACHINE	\$39.65	*	**

⁷ Requires Oiler

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

CONCRETE WHEEL SAW	\$39.65	*	**
CONVEYOR MUCK CARS (HAGLUND OR SIMILAR TYPE)	\$39.65	*	**
DRILLS (ALL)	\$39.65	*	**
FINISHING MACHINE-CONCRETE	\$39.65	*	**
HIGHLIFT SHOVELS OR FRONT ENDLOADER	\$39.65	*	**
HOIST-SEWER DRAGGING MACHINE	\$39.65	*	**
HYDRAULIC BOOM TRUCKS (ALL ATTACHMENTS)	\$39.65	*	**
YDRO-BLASTER (require two operators)	\$39.65	*	**
LASER SCREED ⁹	\$39.65	*	**
ALL LOCOMOTIVES, DINKY	\$39.65	*	**
OFF-ROAD HAULING-UNITS ⁹	\$39.65	*	**
NON-SELF LOADING DUMP	\$39.65	*	**
EJECTION DUMP	\$39.65	*	**
PUMP CRETEES: SQUEEZE CRETES-SCREW TYPES PUMPS, GYPSUM BULKER AND PUMP	\$39.65	*	**
ROLLER, ASPHALT	\$39.65	*	**
ROTARY SNOW PLOWS	\$39.65	*	**

⁹ These wage classifications become effective June 1, 2011 and apply only where employers have determined to assign the operation of such machinery to employees represented by Local 150

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

ROTOTILLER, SEAMAN, ETC., SELF PROPELLED	\$39.65	*	**
SCOOPS-TRACTOR DRAWN	\$39.65	*	**
SELF-PROPELLED COMPACTOR	\$39.65	*	**
SPREADER-CHIP-STONE, ETC	\$39.65	*	**
SCRAPER	\$39.65	*	**
SCRAPER –PRIME MOVER IN TANDEM (REGARDLESS OF SIZE) (ADD \$1.00 TO CLASS II HOURLY RATE FOR EACH HOUR AND MACHINE ATTACHED THERETO, ADD \$1.00 TO CLASS II HOURLY RATE FOR EACH HOUR)	\$39.65	*	**
TANK CAR HEATER	\$39.65	*	**
TRACTORS, PUSH, PULLING SHEEPS FOOT, DISC, COMPACTOR, ETC.	\$39.65	*	**
MECHANIC/ WELDERS WORKING IN A PERMANENT SHOP. SUCH MECHANICS WHEN WORKING AS FIELD MECHANICS SHALL RECEIVE THE FIELD MECHANICS RATE OF PAY FOR THE ENTIRE DAY. THIS CLAUSE SHALL NOT APPLY TO WORK PERFORMED WITHIN THE CONSTRUCTION AREA ¹⁰ .	\$39.65	*	**

¹⁰ When such permanent shop employee performs field work or any work performed within the construction area for a full or partial day such work shall be covered under the Class I rate classification Field Mechanic/Welder.

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

CLASS III	6/1/2011	6/1/2012	6/1/2013
BOILERS	\$38.35	*	**
BROOMS, ALL POWERED PROPELLED	\$38.35	*	**
CEMENT SUPPLY TENDER	\$38.35	*	**
COMPRESSOR, COMMON RECIEVER (2)	\$38.35	*	**
CONCRETE MIXER (TWO BAG AND OVER)	\$38.35	*	**
CONVEYOR, PORTABLE	\$38.35	*	**
FARM-TYPE TRACTORS USED FOR MOWING, SEEDING, ETC.	\$38.35	*	**
FIREMAN ON BOILERS	\$38.35	*	**
FORKLIFT TRUCKS	\$38.35	*	**
GROUTING MACHINE	\$38.35	*	**
HOISTS, AUTOMATIC	\$38.35	*	**
HOISTS, ALL ELEVATORS	\$38.35	*	**
HOISTS, TUGGER SINGLE DRUM	\$38.35	*	**
JEEP DIGGERS	\$38.35	*	**
LOW BOYS ⁸	\$38.35	*	**
OFF ROAD HAULING UNITS (INCLUDING ARTICULATING) ⁸	\$38.35	*	**
PIPE JACKING MACHINE	\$38.35	*	**
POST HOLE DIGGER	\$38.35	*	**
POWER SAW, CONCRETE, POWER DRIVEN	\$38.35	*	**

⁸ These wage classifications become effective June 1, 2011 and apply only where employers have determined to assign the operation of such machinery to employees represented by Local 150

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

PUG MILLS	\$38.35	*	**
ROLLERS, OTHER THAN ASPHALT	\$38.35	*	**
SEED AND STRAW BLOWER STEAM GENERATORS	\$38.35	*	**
STUMP MACHINE	\$38.35	*	**
WINCH TRUCK WITH "A" FRAME	\$38.35	*	**
WORK BOATS	\$38.35	*	**
TAMPER-FORM-MOTOR DRIVEN	\$38.35	*	**

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

CLASS IV	6/1/2011	6/1/2012	6/1/2013
AIR COMPRESSOR-SMALL UNDER 350 (1-5 NOT TO EXCEED A TOTAL OF 300 FT.)	\$36.90	*	**
AIR COMPRESOR-LARGE OVER 350	\$36.90	*	**
ASPHALT SPREADER BACKEND MAN	\$36.90	*	**
BOBCAT (SKID STEER) ALL	\$36.90	*	**
BRICK FORKLIFT	\$36.90	*	**
COMBINATION – SMALL EQUIPMENT OPERATOR	\$36.90	*	**
DIRETIONAL BORING MACHINE UP TO 12”	\$36.90	*	**
GENERATORS-SMALL 50KW AND UNDER	\$36.90	*	**
GENERATORS-LARGE OVER 50KW	\$36.90	*	**
HEATERS, MECHANICAL	\$36.90	*	**
HYDRAULIC POWER UNIT (PILE DRIVING, EXTRACTING, DRILLING)	\$36.90	*	**
HYDRO-BLASTER (REQUIRES TWO OPERATORS)	\$36.90	*	**
LIGHT PLANTS, ALL (1 THROUGH 5)	\$36.90	*	**
PUMPS, OVER 3” (1 TO 3 NOT TO EXCEED A TOTAL OF 300FT. OF DISCHARGE)	\$36.90	*	**
PUMPS, WELL POINTS	\$36.90	*	**
TRACTAIRE	\$36.90	*	**
TRENCHER, 12” AND UNDER	\$36.90	*	**
WELDING MACHINES, (2 THROUGH 5)	\$36.90	*	**
WINCHES, 4 SMALL ELECTRIC DRILL WINCHES	\$36.90	*	**

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

CLASS V	6/1/2011	6/1/2012	6/1/2013
OILERS	\$35.45	*	**
DIRECTIONAL BORING MACHINE LOCATOR	\$35.45	*	**

WINTER MAINTENANCE WORK	6/1/2011	6/1/2012	6/1/2013
MAINTENANCE WORK DONE IN SHOP OR YARD, EXCLUDING MASTER AND REGULAR MECHANICS/WELDERS DURING PERIOD FROM DECEMBER 1 TO MARCH 31 BY MUTUAL AGREEMENT BETWEEN THE COMPANY AND EMPLOYEE(S). MEMBERS MAY WORK TEN (10) HOUR DAYS BEGINNING ON MONDAY WITH OVERTIME BEING PAID AFTER TEN (10) HOURS.	\$39.15	*	**

HAZMAT PAY	
LEVEL A	ADD \$3.00 TO CLASSIFICATION
LEVEL B	ADD \$2.00 TO CLASSIFICATION
LEVEL C	ADD \$1.00 TO CLASSIFICATION

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

SECTION 2 - FRINGE BENEFITS FOR YEAR APPRENTICES

FRINGE BENEFITS FOR FIRST AND SECOND YEAR APPRENTICES	6/1/2011	6/1/2012	6/1/2013
HEALTH AND WELFARE	\$12.65	*	**
RETIREE MEDICAL SAVINGS PLAN	\$1.90	*	**
PENSION	\$5.55	*	**
RETIREMENT ENHANCEMENT FUND	\$1.00	*	**
VACATION SAVINGS	\$1.50	*	**
APPRENTICESHIP	\$1.30	*	**
INDUSTRY ADVANCEMENT FUND	\$0.09	*	**
CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$0.30	*	**

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

FRINGE BENEFITS FOR THIRD AND FOURTH YEAR APPRENTICES	6/1/2011	6/1/2012	6/1/2013
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	*	**

WAGES FOR APPRENTICES	6/1/2011	6/1/2012	6/1/2013
FIRST YEAR (50% of Class I)	\$20.10	TBD	TBD
SECOND YEAR (65%)	\$26.15	TBD	TBD
FIRST HALF OF THIRD YEAR (75%)	\$30.15	TBD	TBD
SECOND HALF OF THIRD YEAR (80%)	\$32.20	TBD	TBD
FIRST HALF OF FOURTH YEAR (85%)	\$34.20	TBD	TBD
SECOND HALF OF FOURTH YEAR (90%)	\$36.20	TBD	TBD

Fringe benefits will be that as set above.

*TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) to be allocated prior to June 1, 2012 between Fringe Benefits and Wages

** TWO DOLLARS AND THIRTY CENTS (\$2.30) to be allocated prior to June 1, 2013 between Fringe Benefits and Wages.

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 machine the apprentice may be operating as contained in Article XV 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 rates of pay, fringe benefit contributions shall be as provided for in this Agreement covering work being performed by said Apprentices.

SECTION 3 - 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.

ARTICLE XVI

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 covered by 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 covered by 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 covered by 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.

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) 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 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 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. 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 their behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred and twenty (120) hours a 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 IX, Section 3 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 XV, 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 as designated by the Trustees, not later than the tenth (10th) 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/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 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. 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 their behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase

the one hundred and twenty hour (120) hours a 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 IX, Section 3 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 (10th) 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 (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 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.

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 their behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred and twenty hour (120) hours a 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 IX, Section 3 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 XV, 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 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 by the Vacation Savings Office, at 6150 Joliet Road, Countryside, Illinois 60525.

ARTICLE XVII

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 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. 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 their behalf

hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase the one hundred and twenty hour (120) hours a 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 IX, Section 3 Regular Assigned Engineers of this Agreement.

ARTICLE XVIII

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 Engineers 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 the 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 XIX

INDUSTRY ADVANCEMENT FUND

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

ARTICLE XX

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 ("CRF").

Effective June 1, 2012, the Employer shall pay AN 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 ("CRF").

Effective June 1, 2013, the Employer shall pay AN 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 ("CRF").

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 too 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 employees.

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 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. 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 their behalf hereunder on an annualized basis, the parties agree to meet and bargain over the need to increase

the one hundred and twenty hour (120) hours a 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 IX, Section 3 Regular Assigned Engineers of this Agreement.

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 XXI

SECTION 1 - PENALTY FOR FAILURE TO PAY PENSION 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 AWARDS

If any Employer upon forty-eight (48) hours written notice of default to the Employer fails to pay pension and/or health and welfare and/or vacation and/or dues deductions contributions and/or PAC and/or joint grievance committee awards, 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.

Disputes as to the effectiveness or validity of employee dues deduction authorizations shall not subject a contractor to any right to strike provided for in this Article. The Union must be advised specifically of any such dispute within forty-eight (48) hours of written notice.

SECTION 2 - PENALTY FOR FAILURE TO PAY 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 including penalties set out in Article XXI herein.

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.

SECTION 3 - BONDING OF EMPLOYER

The Union may, at its discretion, demand a payment bond of any Employer guaranteeing payment of all earnings, vacation savings, welfare and pension benefit contributions which may become due.

SECTION 4 - LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be 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 lines 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.

ARTICLE XXII

CONTRACT RE-OPENER

In the event that the provisions of the Davis-Bacon Act, 40 U.S.C. §276(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, then either party may resort to self-help, including but not limited to strikes, lockouts and unilateral implementation.

ARTICLE XXIII

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 or State 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 provision herein were not a part hereof, 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 or State 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 regulations.

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 XXIV

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 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 circumstances 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 XXV

DRUG POLICY COMMITTEE

A Joint Committee of NICA and the Operating Engineers Local 150 shall meet to discuss the adoption of a drug policy. If agreement is reached on such a policy, it will be immediately added to the Agreement with no ratification process required.

ARTICLE XXVI

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 with 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.

EFFECTIVE DATE

This Agreement shall become effective the 1st day of June, 2011, except as otherwise provided herein 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 COMPANY:
NORTHERN ILLINOIS BUILDING
CONTRACTORS ASSOCIATION**

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

**NORTHWESTERN ILLINOIS
CONTRACTORS ASSOCIATION**

By: _____
Glen Turpoff
Its: Executive Director

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: _____

Its: _____

Northern Illinois Building Contractors
Association
1111 South Alpine Road
Rock River Towers Ste 200
Rockford, Illinois 61108
815-229-5636
815-226-4856 (fax)

By: _____

Michael Kresge
Its: Business Representative

By: _____

Mark Szula
Its: Business Representative

International Union of Operating
Engineers, Local 150, AFL-CIO
6200 Joliet Road
Countryside, Illinois 60525
708-482-8800
708-588-1629 (fax)

MEMORANDUM OF CLARIFICATION

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.

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.

REPRESENTING THE COMPANY:

REPRESENTING THE UNION:

NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION

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

NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION

By: _____

By: _____

Glen Turpoff

James M. Sweeney

Its: Executive Director

Its: President-Business Manager

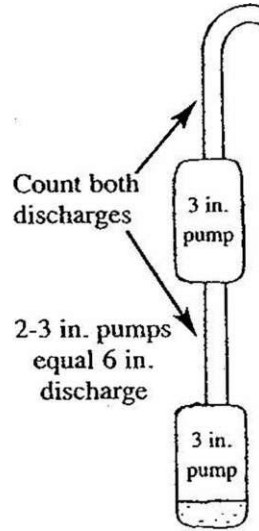
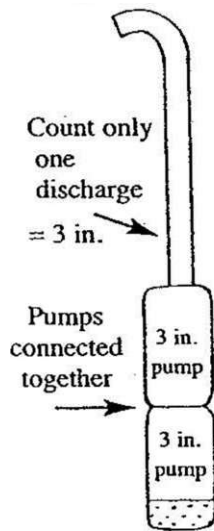
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**Illustrations and Definition of Piggybacking
and Staging of Electric Submersible Pumps as
applied in the Heavy and Highway and Building Agreement**

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 piggy- backed 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)



REPRESENTING THE COMPANY:
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REPRESENTING THE UNION:
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**NORTHWESTERN ILLINOIS
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LETTER OF UNDERSTANDING

between

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

and the

NORTHWESTERN CONTRACTORS ASSOCIATION

**PERTAINING TO THE
HEAVY & HIGHWAY & UNDERGROUND AGREEMENT,
DISTRICT 4**

DATED JUNE 1, 2008

It is the finding of the Committee that payroll checks delivered by mail, or other means, or direct deposit to the employees place of residence, or financial institution on the prescribed payday is an acceptable means of wage payment.

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

**NORTHWESTERN ILLINOIS
CONTRACTORS ASSOCIATION**

**REPRESENTING THE UNION:
INTERNATIONAL UNION OF
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**NIBCA-NICA HEAVY AND HIGHWAY
CRUSHING OPERATIONS SIDE LETTER**

This Side Letter is entered into by and between the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO (“the Union”) and the NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION-NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION. (“The Association”) in regards to their Rockford Nine County Heavy and Highway Agreement.

WHEREAS, the parties have entered into a collective bargaining agreement effective June 1, 2011;

WHEREAS, the parties desire to clarify issues relevant to the implementation of the Agreement, and to memorialize their understandings in writing herein;

NOW, THEREFORE in consideration of the foregoing, the parties agree as follows:

One (1) Operator (Class I) shall be assigned to crushing operations regardless of configuration or mode of power*, when the operation is producing only one product at a time.

Two (2) Operators (Class I) shall be assigned to crushing operations, regardless of configuration or mode of power*, when the operation is producing more than one product at a time.

Scrap iron, steel or rebar and wood, petromat or other debris shall not be considered products.

The following will apply for either single or multiple product configurations:

The loader feeding the crusher will be operated by one (1) Operator (Class I). Any Crusher Operator listed above not in control of the plant, other than start up, may not operate the primary loader feeding the crusher, but may operate another machine (i.e. A second loader, dozer, backhoe, breaker, wrecking ball breaker) directly associated with the crushing operation. The operation of

any additional support equipment listed above will be assigned to Operators (Class I).

*Crushing operation configuration includes, but is not limited to, down power or generators, crushers, conveyors, screen plants, wash plants, compressors and breaker attachments.

IN WITNESS whereof, the parties hereto set their hands to this Side Letter.

REPRESENTING THE COMPANY:

**NORTHERN ILLINOIS BUILDING
CONTRACTORS ASSOCIATION**

**NORTHWESTERN ILLINOIS
CONTRACTORS ASSOCIATION**

REPRESENTING THE UNION:

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

By: _____
Glen Turpoff
Its: Executive Director

By: _____
James M. Sweeney
Its: President-Business Manager

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