

ARTICLES OF AGREEMENT HIGHWAY AND HEAVY CONSTRUCTION

ARTICLE 4 REFERRAL

ARTICLE 1 PREAMBLE

This Agreement is made and entered into by and between ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS for and on behalf of their members, for whom they have bargaining rights, parties of the first part, hereinafter referred to as EMPLOYER and LOCAL UNION No. 649 INTERNATIONAL UNION OF OPERATING ENGINEERS, party of the second part, hereinafter referred to as the UNION. The term "EMPLOYER" used herein shall refer to the named signatory EMPLOYER and not to said Association unless so stated. This Agreement shall also bind EMPLOYERS signatory hereto who are not members of said Association.

Throughout this Agreement, reference to the masculine, feminine or neuter genders shall be deemed to include the masculine, feminine and neuter and singular shall be construed as plural and plural as singular as the context shall require. The headings of the sections are for reference only and do not limit, expand or otherwise affect the contents.

ARTICLE 2 CERTIFICATION AND RECOGNITION

A: Recognition - All Operating Engineers and Apprentice Operating Engineers employed by the EMPLOYER at its construction sites in Peoria, Fulton, Mason, Tazewell, McLean, Woodford, Marshall, Putnam, Bureau, Stark, East 1/2 of Henry, McDonough, Hancock, Warren, Henderson, Knox Counties, Illinois; but excluding office clerical and professional employees, guards, supervisors as defined in the Act, and all other employees.

B: Jurisdiction - Whereas, Local Union No. 649 has been granted jurisdiction over the operation and maintenance of all hoisting and portable machines and engines used on Open and Heavy Construction work whether operated by Steam, Electricity, Gasoline, Diesel, Compressed Air, or Hydraulic Power.

All Machinery, engines, motors, boilers, and pumps used at Asphalt or Blacktop Mixing Plants and any other power machines that may be used by the EMPLOYER on any of his work. The basis of this jurisdiction is founded on resolution adopted by the Board of Jurisdictional Awards of the American Federation of Labor.

In the event of its creation, the parties hereto agree to be bound by the rules, procedures and decisions of the Impartial Jurisdictional Disputes Board for the Building and Construction Industry or its successor, provided the Associated General Contractors of America is party to such Board. Employer contractors who are not members of AGCI, shall be automatically bound by the rules of the Joint Board.

ARTICLE 3 AGREEMENT COVERS

It is hereby understood and agreed that this Agreement shall cover Bridge, Airport, Highway, Dredging, Street Drainage, Sewer, Highway Demolition, Landfill Construction, Water, Gas and Oil Lines, Railroads, Soil Conservation, Farm Drainage, all equipment used in process of laying underground cable or conduit for telephone, electric and missile lines and improvement work, Hazardous waste work, and all types of Open and Heavy Construction work. Building Construction work shall be performed under the Local No. 649 standard area Building Construction contract. The BUILDING Contract will be worked on Tank Farms, Mechanical and Processing Lines, Treatment Plants, Elevated Water Towers, and Buildings within the perimeter of the building foundations.

This Agreement shall have effect on and cover employees in the described classifications and jurisdiction of work specified in this Agreement in the following Counties of Illinois:

PEORIA	MCLEAN	BUREAU	HANCOCK
FULTON	WOODFORD	STARK	WARREN
MASON	MARSHALL	EAST 1/2 OF HENRY	HENDERSON
TAZEWELL	PUTNAM	MCDONOUGH	KNOX

The Employer shall request referral of Operating Engineers from the UNION and shall not circumvent the UNION by hiring directly and without affording the UNION an opportunity to make referral of applicants for employment. When the EMPLOYER requires an employee(s), the EMPLOYER shall notify the Business Manager of the UNION of the nature of the work to be performed and the classifications and qualifications of the employee(s). The UNION shall refer prospective employees within twenty-four (24) hours. If the UNION does not refer a prospective employee(s) within twenty-four (24) hours, the EMPLOYER may fill the vacancy. If the EMPLOYER requests a special skill for the job, the UNION shall have forty-eight (48) hours to make a referral(s). After the expiration of forty-eight (48) hours if no referral is made the EMPLOYER may proceed to fill vacancy(ies). The EMPLOYER has the sole right to hire as distinct from the UNION's right of referral of prospective employees. Employees shall give twenty-four (24) hours notice to the EMPLOYER when quitting a job.

The UNION shall maintain a list of persons eligible for employment and shall not discriminate in making referrals against any individual because of his membership or non-membership in the union, race, color, creed, sex, age, national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law.

The UNION shall operate a referral system in compliance with the National Labor Relations Act and applicable law. Registration and referral of the applicants shall be by group and each applicant shall be registered in the highest group for which he is qualified. Referral of prospective employees shall be first from Group A, then Group B, Group C and Group D. Registrants shall retain their existing classification or be grouped according to the Union's referral rules as follows:

GROUP A - All applicants who have at least seven thousand (7,000) hours of employment under a collective bargaining agreement between Local 649 and an EMPLOYER.

GROUP B - All applicants who have less than seven thousand (7,000) hours but at least five thousand (5,000) hours of employment under a collective bargaining agreement between Local 649 and an EMPLOYER.

GROUP C - All applicants who have less than five thousand (5,000) hours but at least two thousand (2,000) hours of employment under a collective bargaining agreement between Local 649 and an EMPLOYER.

GROUP D - All applicants who have less than two thousand (2,000) hours of employment under a collective bargaining agreement between Local 649 and an EMPLOYER. Group D applicants are not eligible for recall.

If the EMPLOYER desires the services of a specific former employee on Group A, B, or C, as well as any apprentice (a Local 649 apprentice registered with the Bureau of Apprenticeship and Training), and said employee has registered on the referral list, the EMPLOYER may request the referral of said applicant by calling the referral office, followed up with a written request, and if such applicant was employed by the EMPLOYER in the territory covered by this Agreement in this year or the previous calendar year, said applicant shall be referred to the EMPLOYER, if they are available for work.

When an employee is laid off, the machine must remain idle no less than three (3) calendar days before another employee may be assigned to said machine. The idle time provision set out above shall not apply when the "B" machine in an A-B-A situation is used for less than a full shift or when the "B" or "C" machine in an A-B-C situation is used for less than a full shift and the Operator may return to his original machine before the end of the shift, however, an Operating Engineer can only maintain rights to one machine. The loading of machines is exempt from the three (3) day limit.

All present employees who are members of the UNION shall maintain such membership in good standing during the term of this Agreement as a condition of continued employment. All other employees shall, within eight (8) days of the execution hereof obtain and maintain membership in the UNION in good standing as a condition of continued employment during the term of this Agreement. All new employees shall obtain and maintain membership in the UNION in good standing within eight (8) days following

the date of their employment or of the date of execution of this Agreement, which ever is later, as a condition of continued employment.

Upon written notice served upon the EMPLOYER by Certified Mail by the UNION advising that any employee has failed to obtain or maintain membership in the UNION in good standing subject to the provisions of Section 8 (a)(3) and 8 (b)(2) of the Labor Management Relations Act, the Employer shall promptly discharge such employee.

The provisions relative to referral of applicants, set forth above, will be posted by the UNION in its Union Hall.

ARTICLE 5 REPORTING TIME AND HOURS OF WORK AND OVERTIME

The employees shall be notified before leaving home, by the EMPLOYER, (this notification to be limited to a reasonable amount of time, based on the distance an employee must drive) if there is to be no work, otherwise, during the work week they shall report for work and receive two (2) hours pay. The EMPLOYER will establish point(s) of reporting on the job site. An employee may be required to remain on the job to receive the reporting time pay.

Eight (8) hours shall constitute the working day, from the hours of 8:00 a.m. to 12:00 p.m. and 12:30 p.m. to 4:30 p.m.; forty (40) hours shall constitute a week's work from Monday through Friday inclusive; however, the starting time may be changed one (1) hour by the EMPLOYER with notice of such change given to the UNION office or the job steward (if there be one) one week notice in advance of such change. EMPLOYER may choose the option of working four (4) ten (10) hour days, Monday through Friday. Overtime after ten (10) hour day and forty (40) hour week.

If the employees start to work between 8:00 a.m. and Noon, they shall be paid for four (4) hours. If the work continues after 12:00 p.m. employees shall be paid no less than eight (8) hours pay. Employees to be notified before 12:30 p.m. if no work after lunch. This eight (8) hours does not include any overtime that might be worked after 4:30 p.m. Any time a member is called out for work after noon he shall be paid no less than eight (8) hours pay. Except two (2) hours show-up time or actual time worked due to inclement weather or machine breakdown, minimum two (2) hours.

All time worked before 8:00 a.m. and after 4:30 p.m. shall be considered overtime and shall be paid for at the overtime rate provided for in this Agreement; provided that if the EMPLOYER elects to change the starting time as set forth in the previous paragraph, the hours shall be changed accordingly. If the operator works on his machine or works his machine during the regular lunch period, he shall receive the appropriate overtime rate in effect for that day for said work.

Starting time on Saturday and Sunday shall be as provided for in the second paragraph of this ARTICLE. Employees reporting for work on Saturday, Sunday and Holidays who have not been advised by the EMPLOYER before leaving home that there is no work shall receive at the premium rate in effect for that day two (2) hours pay for reporting to work. This overtime provision shall also apply to shift work.

The EMPLOYER agrees to allow any working employee time off to vote in general, state or special elections, provided said employee makes such request and does not have sufficient time to vote, either because of work hours or distance from the job site to the polling place. Said employee shall be paid up to two (2) hours at the applicable rate for their voting time off.

ARTICLE 6 SHIFT WORK

When two (2) or more shifts are worked then only single time will be paid for same, except for work performed between the hours of 8:00 a.m. Saturday and 8:00 a.m. Sunday, which shall be one and one-half (1-1/2) times the regular pay and between 8:00 a.m. Sunday and 8:00 a.m. Monday, which shall be double the regular pay. All Holidays shall be double the regular rate of pay from 8:00 a.m. day of Holiday to 8:00 a.m. the following

day. The first shift shall start at 8:00 a.m. and end at 4:30 p.m. with one-half (1/2) hour out for lunch. The second shift shall start at 4:30 p.m. and end at midnight with one-half (1/2) hour out for lunch. The third shift to start at midnight and end at 7:30 a.m. with one-half (1/2) hour out for lunch. Eight (8) hours pay for each shift.

It is agreed that any two shift proposition considered or worked shall run for three (3) or more consecutive work days. This shall not apply where continuous concrete pour requires less than three (3) days.

Employees working on the second shift shall be guaranteed at least three (3) days of work ON THAT SAME SHIFT. If an employee works a second shift and is transferred back to the first shift before he works his three (3) consecutive second shifts he shall be paid his guarantee of three (3) consecutive second shifts of work PLUS his regular pay for all first shifts worked.

If mutually agreed upon between the UNION and the EMPLOYER a rotating shift of four (4) men instead of three (3) men can be used when operating on a seven (7) day week continuous three (3) shift basis.

SHIFT WORK: When a second shift is worked on EXCAVATING, the EMPLOYER may work two (2) ten (10) hour shifts with applicable pay at the established rate of pay covering the ten (10) hour period Monday through Friday and eight (8) hours on Saturday. All work in excess of eight (8) hours on any shifts shall be paid at time and one-half (1 1/2) the regular hourly rate except where double time pay is applicable.

If other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the Employer and the Union Business Manager.

With prior notification by the EMPLOYER to the Business Manager, if a special shift is required by an owner and if the EMPLOYER is required to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The EMPLOYERS request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the EMPLOYER.

ARTICLE 7 HOLIDAYS

All work done on Sunday and Holidays shall be paid for at the double time rate. Holidays recognized by the terms of this Agreement shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be done on Labor Day except to save life or property. Veteran's Day to be celebrated the day after Thanksgiving. When a Holiday falls on a Sunday, it shall be observed on Monday.

ARTICLE 8 UNDERGROUND CONSTRUCTION

Such as underground domes and tunnels: two (2) hours for show time; eight (8) hours after starting plus fifty cents (\$.50) per hour wage increase over negotiated agreement for all Engineers working in shafts and underground and any overtime and holidays shall be at the applicable rate of pay per this agreement. This shall include all Engineers on hoist and Mechanics employed on the Project.

Fifteen cents (\$.15) per hour increase for all Engineers working on top in conjunction with the underground project OVER the negotiated wage increase. There shall be a relief Operator on each shift; after five (5) pieces of equipment are in operation on any shift, then there shall be an additional relief Operator. Relief Operators' duties are to "spell" off other Operators underground throughout the shift he is working. The additional relief Operator will be used "flexible" both above and below ground.

ARTICLE 9 SNOW REMOVAL

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agency for those employees of the EMPLOYER engaged in the operation and maintenance of all portable machines and engines used in off-job snow removal.

The EMPLOYER and the UNION agree that, to facilitate this emergency operation, the following provisions and conditions shall prevail for this work only:

Monday through Friday, Operators shall receive no less than four (4) hours pay when called out. After four (4) hours work, he shall receive no less than eight (8) hours pay. Any time worked in excess of eight (8) hours shall be paid at one and one-half (1-1/2) times the regular rate. Saturday and Sunday; four (4) hours minimum for call out. After four (4) hours worked, no less than eight (8) hours. All hours worked to be paid at the time and one-half (1-1/2) rate.

ARTICLE 10 CHANGING MACHINES ON SHIFTS

Employees shall be allowed to make the following machine changes in a single shift; from one machine to another and back to the original machine (A to B to A) or from one machine to another to another (A to B to C). If the rate for one machine involved in a change is higher than the other, then the higher rate shall apply for the entire shift. An employee making the above mentioned changes shall retain the right to return to his original machine when it is started again. The loading and unloading of unassigned machines shall not constitute a change.

In the event there is not an Operating Engineer on the project or on the site, the EMPLOYER will be allowed to use a Union Operator or a Union Teamster Low Boy Driver, working under the appropriate construction agreement, to load and unload machines that do not require an I.D.O.T. permit.

ARTICLE 11 DEWATERING SYSTEMS

Where dewatering systems are operated twenty-four (24) hours a day, there shall be three (3) shifts of eight (8) hours each. First shift to start at 8:00 a.m. and end at 4:00 p.m., the second shift to start at 4:00 p.m. and end at midnight, the third shift to start at midnight and end at 8:00 a.m. Eight (8) hours for each shift at straight time except Saturdays, which shall be one and one-half (1-1/2) times the regular rate. Sundays and Holidays shall be at the double time rate.

Dewatering system is defined as a combination of one or more pumps of any type, size or motive power, including but not limited to, well point pumps, submersible pumps, well pumps, ejector or educator pumps in combination with wells, well points, sumps, piping and/or other appurtenances powered by diesel, gasoline, gas or any other type of motive power to control water on any and all types of construction work. All mechanical work on the system shall be done by the Operator. A dewatering system shall be manned by an Operating Engineer at all times that the dewatering system is being operated.

The Operators who install the dewatering systems shall, upon completion of installation, be assigned to the three (3) shift operation as system goes into operation.

It is agreed that no two or more shifts propositions will be considered or worked except where shifts run for three (3) or more consecutive shifts.

ARTICLE 12 MECHANICS, REPAIR WORK, JOBS & SHOP

The EMPLOYER recognizes the UNION as the sole and exclusive representative of all Mechanics and Operators assigned to perform work in temporary shops and temporary yards established proximate to or used in conjunction with highway and heavy construction projects, and established for the maintenance and repair of operating equipment in conjunction with existing projects. Mechanics or Operators so assigned shall receive the wage rate established for such classification enumerated in this Agreement and shall receive the benefits for all conditions specified herein for employees.

An Engineer with his Fireman or Oiler as helper shall wash the boiler or make the necessary repairs on the machine he operates and may be assisted by the Mechanic. They shall receive the rate of wages applying to the day they do the work. The installing and removing of machinery, pipefitting and repairing necessary to operate, is considered in the work classifications of employees covered by this Agreement.

If a Mechanic, at the EMPLOYERS request, uses his own pickup truck, then the EMPLOYER shall reimburse the mechanic for auto expense at the rate of six hundred dollars (\$600.00) per month plus gas and oil, all other equipment and tools to be mutually agreed upon between said Mechanic and EMPLOYER, otherwise the EMPLOYER shall furnish a pickup truck for use by said Mechanic.

A Mechanic shall be those employees who are engaged to repair and maintain the EMPLOYERS equipment. When a machine breaks down and repair work is begun thereon by the Mechanic, the employee assigned to the equipment may be retained to assist the Mechanic in the repair of the assigned machine, be re-assigned to an idle machine or may be sent home, subject to recall. The assigned employee shall be paid in accordance with Article Five.

An Operator need not be assigned to a piece of equipment being worked on by a mechanic, tire man, or personnel doing warranty work. If assistance is needed, it shall come from a bargaining unit employee.

Mechanics and/or greasers shall be permitted to check, to start and to stop equipment without the Operator, whether it be before, during or after the shift.

ARTICLE 13 FIREMAN-OILERS, OPERATION OF VALVE FOR DRIVING PILING AND CONTROLS OUTSIDE CRANE CAB

The EMPLOYER agrees to use an Oiler or Fireman in addition to the Engineer on all Draglines, Concrete Paving Mixers, Steam Derricks and Steam Pile Drivers, Slipform Pavers, CMI or similar Dual-Lane Auto Grade, Belt Placers, (Belt Placers can be covered by the Oiler on the Slipform Paver when being used in conjunction with it), Dual-Lane Trimmers and Central Concrete Batch Plants, Dredges over 20 inches, Hydro Cranes and Mobile Drills. All Mobile, Crawler and Stationary Tower Cranes require an Oiler. The EMPLOYER agrees to employ a Plant Engineer, in addition to the Plant Operator on all Asphalt Batch Plants and Asphalt Drum Mix Plants.

On all Hydraulic Backhoes with 360 degree swing, all Cherry Pickers, Hydraulic shovels and similar types, the assigned Operator shall receive one-half (1/2) hour at the applicable overtime rate to prepare his assigned machine.

In the interest of the parties to this agreement, it is agreed that crane oilers, preferably apprentices, shall be given the opportunity to learn the craft of crane operator. The EMPLOYER and the crane operator will allow as much operating time as possible, under the direct supervision of the crane operator. Safety Factors will be considered.

It is further agreed that the UNION will make an effort to refer only those interested in becoming crane operators to oiling jobs, and for this reason only, utilize the referral list as necessary.

DUTIES OF AN 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 effects 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.

When an integral piece of equipment is attached to the crane, such as a diesel hammer or augers (similar types of equipment) and are not controlled from the cab of the crane, the Operator's oiler shall handle the controls attached to the diesel hammer, auger, (and similar attachments) irrespective of where the controls are located.

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 14 STEWARD

A steward shall be appointed for each job, one for each shift, where shifts are worked. They must see that all Operating Engineers, Firemen and Oilers on the job are Members of the UNION in good standing, subject to the provisions of ARTICLE FOUR of this Agreement. They must see that all provisions of this Agreement are strictly enforced. Every employee must report to the steward before going to work for the first time. The steward on the day, or first shift shall be the master steward. It is agreed that the steward shall not have the power to strike any job.

The EMPLOYER and the job steward shall both be notified of all replacements of employees on the project. The job steward shall be informed by the EMPLOYER representative when the EMPLOYER contemplates changing an Operator from one machine to another. The notifications shall not affect the limitations on changes contained in ARTICLE TEN of this Agreement. When an employee has been relieved on a job through sickness or other just causes, he shall notify the UNION office and the EMPLOYER before going back to work.

ARTICLE 15 SHELTER, SANITATION AND SAFETY

No employee shall be disciplined or in any way discriminated against for refusal to perform services during the period of the EMPLOYERS non-compliance with safety Rules and Regulations where the EMPLOYER has been notified by a safety representative of the State of Illinois that such noncompliance exists. Employees must be furnished with suitable shelter to protect them and the machines they operate from falling materials and the elements of the weather. A trailer (or equivalent) shall be used as a shelter for eating lunch during the cold weather months. Where unusual circumstances exist, the EMPLOYER and the Business Manager shall confer for agreement on other suitable shelter arrangements.

The EMPLOYER shall furnish drinking water fresh daily in clean suitable containers. Clean ice shall also be furnished by the EMPLOYER for the drinking water when required by climatic conditions. The drinking water shall be on the job in readily accessible places no later than sixty (60) minutes after starting time. Sanitary paper cups shall be placed with each water container. Sanitary facilities shall be provided.

On all demolition and on clearing of brush piles over and above the running board of the machine, there must be a safe canopy over the machine. No employee shall clear timber or brush alone.

ARTICLE 16 PAYDAY

Employees shall be paid once a week on the job in United States currency or its equivalent. There shall be no more than a three (3) work day hold back.

By mutual agreement, the Business Manager and EMPLOYER may alter payday or holdback on any job site with reasonable cause.

If no work on payday, the paychecks shall be available at the job site not later than ONE HOUR from starting time at the customary place. The EMPLOYER will not be required to have paychecks on the jobsite after 12:00 Noon.

If an employee is made to wait beyond that time for his money, he shall be paid the regular rate of wages for all time he waits, not to exceed eight (8) hours per day Monday through Friday. The EMPLOYER shall have the right to make such deductions from the employee's salary as required by State and Federal Laws for Social Security and Withholding Tax.

The EMPLOYER shall furnish to each employee with each weekly paycheck a check stub or letter setting forth the total number of hours worked and the amount of gross wages and also the amount and nature of each deduction made.

When the services of an employee are no longer required, he shall receive no less than eight (8) hours pay for the last day worked. This shall not apply if the employee is discharged for just cause or cannot perform the duties he was hired for.

If no work due to reasons other than inclement weather, it shall constitute a lay-off at the Operators request.

When an employee is laid-off, or discharged, his pay continues until he is paid in full, cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular payday for his wages.

ARTICLE 17 REPRESENTATIVES AND CREDENTIALS

UNION representatives, carrying proper credentials, shall be allowed to visit all jobs, so long as such visits are announced to an EMPLOYER representative on each project at the time of arrival.

ARTICLE 18 UNION AND EMPLOYER-CONDITION AND JURISDICTION

The UNION hereby agrees that it will not willingly permit any Operators to work on any of the above mentioned classes of work in the above mentioned fifteen and one-half (15-1/2) Counties for anyone at any less rate of wages. They shall use all legal and peaceful means to see that all classes of work mentioned in ARTICLE THREE of this Agreement, (being done by other EMPLOYERS) is done at a scale of wages not less than that set forth in this Agreement.

ARTICLE 19 SUB-CONTRACTING

Any EMPLOYER who sublets any work on the site of any project must let same subject to the Agreement by the person, firm or corporation to whom such work is let, to enter into and be bound by the terms of this Agreement. Said EMPLOYER who sublets shall be responsible for the fulfillment of same by the sub.

ARTICLE 20 DISPUTES

If disputes cannot be resolved by the EMPLOYER and the Business Manager of the UNION, then within forty-eight (48) hours of notification (excluding Saturdays, Sundays and Holidays) a committee consisting of at least one member each from the EMPLOYER side and the UNION side of the negotiating committee of this Agreement will meet and attempt to adjust the dispute.

There shall be no strike or lockout until the procedures set forth in the previous paragraph has been exhausted.

ARTICLE 21 PRE-JOB CONFERENCE

A pre-job conference may be held, prior to the start of any project, at the request of either party, at times and places mutually agreed upon. The main purpose of the pre-job conference shall be to inform the UNION of the expected requests for referrals that may be made by the EMPLOYER for the subject project.

ARTICLE 22 UNEMPLOYMENT COMPENSATION, BONDING AND INDEMNIFICATION

For cause, unless waived by mutual agreement between the EMPLOYER and the UNION, the EMPLOYER shall obtain and maintain during the term of this Agreement a surety bond in the amount of \$30,000 to guarantee to his employees working under this Agreement the payment of wages and fringe benefits. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

Failure of the EMPLOYER to obtain and maintain an effective surety bond as required herein or failure and default by the EMPLOYER of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the UNION, be declared by the UNION a gross breach of this Agreement in consequence of which the UNION shall have the right to resort to economic and other sanctions against the EMPLOYER.

In the event the UNION and/or Trustees of the Funds are required to file suit by reason of the EMPLOYERS failure to maintain his monthly fringe benefit contributions, and a judgement is rendered in favor of the UNION and/or Trustees, as part of said judgement a reasonable amount of the

Attorney's fees and court cost and applicable interest charges shall be awarded them by the court.

Employees shall be indemnified by the EMPLOYER against any claims or suits made against them for bodily injury, death or property damage while said employees are working within the scope of their employment. The responsibility for indemnification shall be on the EMPLOYER.

ARTICLE 23 N.L.R.B.

Notwithstanding any provisions of this Agreement, the EMPLOYER shall not be deemed to have agreed to violate any provision of the Labor Management Relations Act, nor to enhance or maintain any illegal provision of this Agreement.

ARTICLE 24 HEALTH BENEFITS, PENSION, ANNUITY APPRENTICESHIP FUND AND FOUNDATION FOR FAIR CONTRACTING

The EMPLOYER hereby agrees to contribute payment(s) as set forth in this agreement in the amounts mutually agreed to between the EMPLOYER and the UNION, into the Pension, Health Benefit Plan, Annuity Plan, Apprenticeship Fund, Upgrade Fund or the Foundation for Fair Contracting in effect.

If at any time the members of the UNION shall vote to discontinue the Pension, Health Benefit Plan, Annuity Plan, the Apprenticeship Fund & Upgrade Fund or the Foundation For Fair Contracting, the contributions shall automatically become wages.

The EMPLOYER shall contribute the amount set forth in ARTICLE THIRTY-ONE of this Agreement for each hour worked by every employee covered by this Agreement to a mutually established Local No. 649 Operating Engineers Apprenticeship Trust Fund. Said Trust Fund shall have six (6) Trustees, three (3) of which shall be the EMPLOYER Trustees also serving as the Annuity Plan Trustees and three (3) which shall be the UNION Trustees named by the Business Manager of Local No. 649.

The EMPLOYER shall contribute the amount set forth in ARTICLE THIRTY-ONE of this Agreement for each hour worked by every employee covered by this Agreement to the same said Local No. 649, Operating Engineers Apprenticeship Trust Fund for the purpose of retraining towards upgrading skills of non-apprentices under the jurisdictional coverage of the International Union of Operating Engineers. The contributions to said Trust Fund shall be maintained in separate accounts by the Trust Fund for the purpose set out above, and shall not be intermingled.

EMPLOYERS signatory to this Agreement hereby agree to be bound by the terms and conditions of the Agreements and Declarations of Trust governing the Central Pension Fund of the International Union of Operating Engineers and Participating EMPLOYERS, the Operating Engineers Local 841, 103, 318 and 649 Health Benefit Plan, the Operating Engineers Local No. 649 Apprenticeship Fund, the Operating Engineers Local No. 649 Annuity Trust Fund, and the Foundation For Fair Contracting, as such Trust Agreements may be amended from time to time. Such Amendments are hereby incorporated by reference and made part of this Agreement.

If during the term of this Agreement, Trustees of the Operating Engineers Local No. 841, 103, 318 and 649 Health Benefit Plan vote to merge into another health and welfare fund, and if the trustees of that other fund vote to accept such merger, then the parties to this Agreement shall promptly execute the necessary amendment to this Agreement to provide for applicable contributions to be paid into and signatory EMPLOYERS to be bound by the terms and conditions of the Agreement and Declaration of Trust governing said Fund. Any adjustment to the contribution rate resulting from such merger shall be handled in the same manner as increases or decreases to other negotiated fringe benefit funds as set forth below.

The UNION may distribute any part of the negotiated wage increase into the existing negotiated funds, provided, such increase is requested and AGC OF ILLINOIS is notified at least thirty (30) days prior to its effective date on each anniversary of this Agreement. For purposes of this clause only, the anniversary dates are April 1, 2000, April 1, 2001, April 1, 2002, April 1, 2003 and April 1, 2004. If the Trustees of the Health & Welfare Plan

impose any increase in the contribution rate, the UNION shall notify the EMPLOYER of the new contribution rate in writing at least thirty (30) days prior to the anniversary date(s) listed above. Changes in contribution amounts to any of the Funds listed in this Article shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the UNION notifies AGC OF ILLINOIS of its request, whereupon an addendum in writing describing such change(s) shall be incorporated into this Agreement.

Notwithstanding the foregoing, in the event the EMPLOYER is required to provide contributions on behalf of the employees covered by this Agreement to a National Health Insurance Plan and the health benefit fund to which the UNION is a party is abolished, (the UNION Plan), the EMPLOYER shall no longer be required to contribute to the UNION plan, but shall add the difference between the contribution to the National Health Plan and the amount which would have been paid as contributions to the UNION plan to the wages of employees covered by this Agreement.

ARTICLE 25 CHECK-OFF

The EMPLOYER agrees that at any time during the term of this Agreement, upon the following conditions, it will check-off and deduct from the pay of employees in the unit certain (contributions), dues of the UNION to be forwarded thereupon to the UNION (a) the UNION shall, by certified mail, give the EMPLOYER at least thirty (30) days notice of the effective date dues deductions are to be made, and the amount of such deduction to be made, and (b) the employee sign a proper authorization card for such deduction and said cards are provided to the EMPLOYER for the purposes herein. The dues (contributions) so deducted shall be remitted to the UNION at least monthly, accompanied by a report showing the employees names, hours worked, and amount deducted. When effective, said dues (contributions) shall be in the amount as set forth in ARTICLE THIRTY-ONE.

At any time thereafter, the UNION may, upon at least thirty (30) days notice by certified mail to the EMPLOYER, increase, decrease or discontinue said deductions for a period of time.

Check-off shall include an amount as set fourth in ARTICLE THIRTY-ONE for a political Education Fund "administered by the UNION", provided the EMPLOYER shall have received voluntary authorizations from employees to this effect. In the event of an erroneous or unauthorized deduction, upon discovery by the fund or notice from the non-participant in the fund, the fund shall remit back such deduction directly to the employee. Remittance shall be made within a reasonable time after discovery or notice. Said Political Education deductions are, and shall be the property and possession of the employee from whose wage they are deducted from the time of their deduction and deposit in the bank until their actual deposit from the bank in the Political Education Fund, and shall not be considered as having passed through any UNION possession, ownership or control prior to deposit in the Fund as authorized and directed by the employee.

The EMPLOYER shall, upon demand of the UNION, make available books and records necessary to verify that such amounts have been properly deducted, reported and remitted.

ARTICLE 26 DATE OF AGREEMENTS AND AMENDMENTS

This Agreement shall become effective as of April 1, 2000, and remain in full force and effect through March 31, 2005, and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) days prior to the expiration date.

Individual EMPLOYERS signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the UNION and the ASSOCIATION, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the UNION and the ASSOCIATION unless at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration of this or any subsequent Agreement, the non-member EMPLOYER notifies the UNION in writing that it revokes its assent to any future collective bargaining agreement. Further,

said non-member EMPLOYER agrees that notice served by the UNION upon said ASSOCIATION and Mediation Services for reopening, termination or commencement of negotiations shall constitute notice upon and covering the non-member EMPLOYERS signatory hereto.

ARTICLE 27 MARKET RECOVERY ADDENDUM

When bonafide non-union and/or non-signatory competition is bidding against the EMPLOYER, the EMPLOYER agrees to employ unit employees and the following shall supersede the contrary provisions in the AGREEMENT. All other terms and conditions of employment shall be as mutually agreed upon by the EMPLOYER and the Business Manager of the UNION.

1. The EMPLOYER shall use the referral procedure as set forth in ARTICLE FOUR of the AGREEMENT.
2. There shall be no manning requirements on such projects, except that Operating Engineers shall do all work within their jurisdiction.
3. There shall be no limit as to the number of machine changes made by an Operating Engineer.
4. All overtime shall be paid in accordance with all applicable State and Federal laws in all cases.
5. The wages for work shall be as set forth in the project contract document for the duration of the project, except that health & welfare contributions shall be as specified in the AGREEMENT. EMPLOYER will notify the UNION if wage scale is incorrect on the bid document.
6. No escalated rate on crane and derrick booms shall apply except that the additional one-half (1/2) hour set forth in ARTICLE THIRTEEN of the AGREEMENT shall still apply.
7. One (1) hour show-up time and actual hours worked.
8. Private rate and other working conditions for private work (non-prevaling) to be negotiated between EMPLOYER and Business Manager of Local No. 649 prior to bid submittal or at any time thereafter.

ARTICLE 28 MOST FAVORED NATIONS CLAUSE

It is understood and agreed that in order for the EMPLOYER to bid competitively against other EMPLOYERS who have a different agreement, or who are signatory to a different contract with the UNION, the UNION will, at the request of the EMPLOYER make known and available for adoption by the EMPLOYER all terms of that Contract or Agreement. These terms shall be available on any project where the EMPLOYER is bidding against said competition. This provision is not intended to apply to a situation where the UNION grants a concession requested by an EMPLOYER on a project already under contract.

ARTICLE 29 ALCOHOL AND NON-PRESCRIPTION DRUG POLICY

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the EMPLOYER's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a currently valid prescription endorsed by a qualified physician for use by named employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the EMPLOYER at the expense of the EMPLOYER.

Section 2. Provision for Employee drug or alcohol testing will be outlined in the EMPLOYER policy and procedures or as required in document by Project Owners. Drug and alcohol testing shall consist of, but not limit to, pre-employment, random and reasonable cause. Reasonable cause shall include for example, but is not limited to, visible impairment, possession, reports of on duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Random Tests

All employees covered by the random drug test policy will be included

as part of the Drug Test consortium group from which the Medical Review Officer (MRO) will randomly select employees by using a computer generated selection of social security numbers for testing per the requirements of the EMPLOYER's Policy.

On a periodic basis the MRO will select randomly a number for random testing during that month.

Names selected will be forwarded to each EMPLOYER who will notify their employees selected to be tested. The EMPLOYER will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed.

Failure of the EMPLOYER to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services, (hereinafter, SAMHSA, formerly know as NIDA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by the SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 6. Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, he will be: (a) suspended without pay up to thirty (30) days, as determined by the established EMPLOYER policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic random drug testing for up to two (2) years after successful completion of the rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 7. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the disputes procedures provisions of this Agreement.

ARTICLE 30

GROUP I

Cranes

ESCALATED RATE on Crane and Derrick Booms: \$0.01 per hour, per ft. over 80 ft., \$0.02 per hour over 150 ft. of boom including jib. Additional \$1.00 per hour over scale when Crane or Derrick is positioned 50 ft. or more above adjacent ground level or water level.

Hydro Crane
Shovels
Crane Type Backfiller
Tower, Mobile, Crawler, & Stationary Cranes
Derricks & Hoists (3 Drum)
Draglines
Drott Yumbo & similar types considered as Cranes
Back Hoe
Derrick Boats
Pile Driver and Skid Rigs
Clam Shell
Locomotive-Cranes
Road Pavers-Single Drum-Dual Drum Tri-Batcher
Motor Patrols & Power Blades-Dumore-Elevating & Similar Types
Mechanics
Central Concrete Mixing Plant Operator
Asphalt Batch Plant Operators and Plant Engineers
Gradall
Caisson Rigs
Skimmer Scoop-Koehring Scooper
Dredges (all types)
Hoptoe
All Cherry Pickers

Work Boats
Ross Carrier
Helicopter
Dozer
Tournadozer
Tournapulls-all and similar types
Concrete and all recycle machines
Multiple Unit Earth Movers: \$.25 per hour for each scoop over (1) Scoops (all sizes)
Pushcats
Endloaders (all types)
Asphalt Surfacing Machine
Slip Form Paver
Rock Crusher
Heavy Equipment Greaser (top greaser on spread) Grease man to grease equipment during lunch as normal part of his shift
CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types
Side Booms
Starting Engineer on Pipeline
Asphalt Heater & Planer Combination (used to plane streets)
Wheel Tractors (with dozer, hoe or endloader attachments)
CAT Earthwork Compactors and similar types
Blaw Knox Spreader and similar types
Trench Machines
Pump Crete-Belt Crete-Squeeze Crete-screw type pumps and gypsum (operator will clean)
Formless Finishing Machines
Flaherty Spreader or similar types
Screed Man on Laydown Machine
Vermeer Concrete Saw
Laser Screed
Span Saw
Dredge Leverman
Dredge Engineer
Lull or similar type
Hydro-Boom Truck
Foreman*
On designated Hazardous Waste jobs, operators shall receive \$1.00 over scale

* At any time the EMPLOYER may appoint one (1) or more bargaining unit employees as a foreman and pay the wages and fringes according to this Agreement.

If a fill area requires processing with a disc and/or roller prior to the resumption of hauling operations, the EMPLOYER shall have the right to exercise flexible starting times with respect to the disc tractor Operator(s) and/or roller Operator(s) in order to accomplish such processing for the expediting of the resumption of hauling operations. Such employees shall receive no less than four (4) hours pay or actual time worked, whichever is greater.

If the EMPLOYER cannot reach the assigned Operator(s) for doing this work, they may assign any Operator(s) to these machine(s) for this purpose and under these arrangements.

Upon hiring or assigning employees to these machines, the EMPLOYER should advise such employees that the possibility of calling them in under the above arrangement exists, and they should be prepared for it. If possible, the EMPLOYER should advise them also at the time of interruption of operations.

GROUP II

Bulker & Pump
Power Launches
Boring Machine & Pipe Jacking Machine
Dinkeys
P & H One Pass Soil Cement Machines and similar types
Wheel Tractors (Industry or farm type - other)
Back Fillers
Euclid Loader
Fork Lifts
Jeep w/Ditching Machine or other attachments
Tunnelugger
Automatic Cement & Gravel Batching Plants
Mobile Drills-Soil Testing and similar types
Pugmill with pump
All (1) and (2) Drum Hoists
Dewatering System

Straw Blower
Hydro-Seeder
Boring Machine
Bump Grinders (self-propelled)
Assistant Heavy Equipment Greaser
Apsco Spreader
Tractors (track-type) without Power Units Pulling Rollers on Asphalt-Brick or Macadam
Concrete Breakers
Concrete Spreaders
Cement Strippers
Cement Finishing Machines & CMI Texture & Reel Curing Machines
Vibro-Tampers (all similar types self-propelled)
Mechanical Bull Floats
Self-Propelled Concrete Saws
Truck Mounted Power Saws
Mixers-over three (3) bags to 27E
Winch & Boom Trucks
Tractor Pulling Power Blade or Elevating Grader
Porter Rex Rail
Clary Screed
Mule Pulling Rollers
Pugmill without Pump
Barber Green or similar Loaders
Track Type Tractor w/Power Unit attached (minimum)
Fireman
Spray Machine on Paving
Curb Machine
Paved Ditch Machine
Power Broom
Self-Propelled Conveyors
Power Subgrader
Oil Distributor
Straight Tractor
Truck Crane Oiler
Truck Type Oilers
Directional Boring Machine
Horizontal Directional Drill

GROUP III

Straight Framed, Articulating End Dump Vehicles and Truck Mounted Vac Unit (separately powered) (except where provisions of a prior Agreement prohibits or where an EMPLOYER has established a practice of assignments to a different craft).

Trac air Machine (without attachments)
Rollers-five ton and under on earth and gravel
Form Graders
Air Compressor (1) or (2)
Mixer-3 bags and under
Bulk Cement Plant
Oilers
Chrisafulli pump with power take-off
Water Pumps, four and one-half (4-1/2) inches & greater (1) or (2)
Shop Scale for Operators: December 15th to March 15th
Any combination of four (4) of the following pieces of equipment may be run without an Operating Engineer; within 1000', five (5) or more require an Operator; An additional five (5) pieces of equipment, requires an additional Operator.

Air Compressor-600 CFM and under.
Herman Nelson Heater, Dravo, Warner, Silent Glo & similar types
Water Pumps - under four and one-half (4 1/2) inches
Self-contained Chrisafulli and Similar type Pumps (Bargaining unit employee on job that starts and stops pump will receive \$1.00 per hour over scale to take care of pumps)
Light Plants
Generators
Welding Machines
Conveyor
If manning is needed, an Operating Engineer will man.

In the event a machine requiring an Operating Engineer is used that is not identified within one of the above Groups, the EMPLOYER and the Business Manager of the UNION shall mutually determine to what Group said machine shall be assigned.

**ARTICLE 31
WAGE SCALES
HEALTH AND WELFARE, PENSION, ANNUITY,
APPRENTICESHIP FUND AND UPGRADE FUND**

	4/01/02 thru 3/31/03	4/01/03 thru 3/31/04	4/01/04 thru 3/31/05
GROUP I			
Hourly Rate	\$24.84	\$25.74	\$ 26.69
Pension	5.00	5.25	5.50
Health & Welfare	3.75	4.00	4.25
Annuity	2.00	2.00	2.00
Upgrade Program	.35	.35	.35
Apprenticeship	.25	.30	.35
Total Wage Package	\$36.19	\$37.64	\$39.14
CHECK-OFFS:			
Working Dues as of 7/01/02 (% Gross Wage)	5%	5%	5%
PAC	\$.10	\$.10	\$.10

GROUP II			
Hourly Rate	\$22.93	\$23.75	\$ 24.63
Pension	5.00	5.25	5.50
Health & Welfare	3.75	4.00	4.25
Annuity	2.00	2.00	2.00
Upgrade Program	.35	.35	.35
Apprenticeship	.25	.30	.35
Total Wage Package	\$34.28	\$35.65	\$37.08
CHECK-OFFS:			
Working Dues as of 7/01/02 (% Gross Wage)	5%	5%	5%
PAC	\$.10	\$.10	\$.10

GROUP III			
Hourly Rate	\$19.79	\$20.49	\$ 21.24
Pension	5.00	5.25	5.50
Health & Welfare	3.75	4.00	4.25
Annuity	2.00	2.00	2.00
Upgrade Program	.35	.35	.35
Apprenticeship	.25	.30	.35
Total Wage Package	\$31.14	\$32.39	\$33.69
CHECK-OFFS:			
Working Dues as of 7/01/02 (% Gross Wage)	5%	5%	5%
PAC	\$.10	\$.10	\$.10

*FRINGES MAY BE DISTRIBUTED BY VOTE OF MEMBERSHIP ON THE ANNIVERSARY DATES OF THE AGREEMENT.

Overburden for McDonough and Hancock Counties between November 15 and April 15 at Group III scale. Overburden for all other counties between December 1 and March 31 at Group III scale.

Representing the
**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 649**
6408 W. Plank Road • Peoria, IL 61604
(309) 697-0070 (309)697-0025 Fax
www.iuoe649.org

Signed: Steven J. Neal
Business Manager

Signed: Bery Weer
President

Signed: Richard Bass
Recording Corresponding Secretary

Representing the
ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
P.O. Box 2579 • Springfield, IL 62703
(217)789-2650 (217) 789-1048 FAX
www.agcif.org

Signed: Donald A. Franze
Chairman

Signed: Robert T. Fulton
District #4 Labor Chairman

Signed: Dick Wilbunoff
District #4 Member

Signed: Paul K. Stark
District #3 Member

Signed: Ray Henderson
Director of Labor Relations, AGCI

SIGNATORY CONTRACTOR:

Company Name: _____

Address: _____

Signed: _____
Authorized Contractor Representative

Telephone: _____ Fax: _____

Date: _____ F.E.I.N.: _____