

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL UNION NO. 520**

**JOINT ARTICLES OF AGREEMENT**

**August 1, 1999 - July 31, 2004**

## **PREAMBLE**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the signatory Employer and International Union of Operating Engineers, Local 520 (Union):

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours and all other conditions of employment for the unit comprised of Operating Engineer Equipment Operators, Operating Engineers Apprentices, Operating Engineer Foremen, Master Mechanics, Assistant Master Mechanics, Operating Engineer Mechanics, Operating Engineer Mechanic Trainees, Operating Engineer Engine Men, Operating Engineer Greasers and Operating Engineer Oilers and Firemen employed by the Employer within the territorial jurisdiction of the Union.

## **ARTICLE 2 - UNION SECURITY**

The Union is recognized as the exclusive bargaining agent for all employees whose classifications are listed and set forth in this Agreement (which said employees are hereinafter sometimes referred to as "employees" or "employees covered by this Agreement").

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

### **ARTICLE 3 - SUBSTANCE - FREE ENVIRONMENT**

Labor and management agree that it is in the best interest of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

### **ARTICLE 4 - CHECKOFF OF WORKING DUES**

The Employer, upon receipt of a signed written authorization by an employee shall deduct working dues in the amount certified by the Union, from the hourly wage of the employee and the Employer shall remit to the Union the total amounts deducted monthly by not later than the tenth (10th) date of the following month to the location designated by the Union, together with a report stating thereon the name of each employee for whom remittance is made, the Social Security number of the employee, the number of hours worked in the reporting month, and the amount of supplemental membership dues deducted and remitted. Failure of the Employer to make timely reports and monetary monthly remittances shall constitute a breach of this Agreement in consequence of which the Union may impose strike sanctions and take appropriate economic and legal recourse, other provisions of this Agreement notwithstanding. In the event the Union institutes suit against the Employer for violation of this provision, the Employer shall be liable for all auditing fees, costs of suit and attorneys fees incurred by the Union in the prosecution of the suit.

The check off of working dues shall be paid at the same rate as overtime, i.e. time and one half or double time.

### **ARTICLE 5 - REFERRAL OF APPLICANTS**

A. In order that the Employer shall have a competent working force and to promote efficiency and safety of operation, the Employer and the Union agree that:

- (1) The Union shall maintain a list of persons available for referral.
- (2) The Union shall be the sole and exclusive source of referral of applicants for employment. The Employer shall request the Union to refer applicants as required and shall not solicit applicants directly and shall not in any manner circumvent the Union in the recruitment of applicants for employment.
- (3) The Employer in requesting referral of applicants shall specify to the Union (a) the number of applicants to be employed, (b) the work to be performed, (c) the location of the project, (d) the nature of the construction project and (e) such additional information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.

Article 5 - Referral of Applicants - Continued

(4) The Union will not discriminate, either in the maintenance of the list or in its referrals for employment, against any person because of his membership or non-membership in the Union. Selection of applicants for referral shall not be based on or in any way affected by, Union membership, by-laws, rules, regulations, Constitutional provisions or any other aspect or application of Union membership, policies or requirements.

(5) All such referrals for employment shall be in accordance with the following procedures:

a. An applicant must have maintained his permanent residence in the geographical area of Bond, Calhoun, Clinton, Fayette, Greene, Jefferson, Jersey, Macoupin, Madison, Marion, Monroe, Montgomery, Perry, Randolph, St. Clair or Washington Counties for a period of two (2) years, or who having had a permanent home in said area has temporarily left with the intention of returning to said area as his permanent home.

b. The Union and the Employers agree that the Union shall establish a register of applicants upon which registered applicants shall be designated by work classification and listed according to their date of registration and given registry numbers which shall designate seniority for referral.

c. Applicants for referral shall fill out a work qualifications form supplied by the Union prior to their being placed upon the referral register. Each applicant for referral on the said referral list shall be required to register for referral on the first Monday of each quarter in the calendar year in order to maintain his position on the referral list. The referral office shall be open for registration for five (5) hours during normal business days.

d. The Union shall refer to the Employer in the order of registration on the referral list, such applicants as are competent to fulfill the requirements of the position sought to be filled and who have acquired the experience and possess the requisite skills for fulfillment of the vacant positions as specified by the Employer. If requested by the Employer, the Union, if no qualified and competent applicants are registered, shall furnish applicants from any source that is available.

(6) The Employers shall have the right to accept or to reject, to employ or not to employ, for just cause, any applicant referred by the Union, subject to the right of such applicant to invoke the grievance procedure contained in these Agreements. An applicant rejected by the Employers shall be returned to his place on the referral list and shall be referred to other employment in accordance with his position on said list, subject to competency and experience.

## Article 5 - Referral of Applicants - Continued

If any applicant for referral is rejected for employment because of their inability to perform on a specific type of equipment, said applicant shall not be referred on that type of equipment until satisfactory completing a degree of skill test as requested by Union.

Any applicant on the referral list may be requested by the Union to pass a degree of skill test on any equipment which the Union deems necessary so as to supply the contractor with a qualified operator.

(7) The Employers shall be the sole judge of and have the right to determine the number of employees required on any job; there shall be no restrictions as to the use of machinery, tools or appliances.

(8) If for any reason the referral office is unable to furnish qualified and competent applicants within twenty-four hours at the time the request is made to the referral office (providing the said twenty-four hours does not include Saturdays and Sundays or Holidays), the Employers may secure applicants from other sources. If applicants are so employed from other sources, the Employers shall furnish to the referral office the names and addresses of such new employees within twenty-four hours.

(9) A supervisor in the employ of the Employer who holds union membership shall not be bound or in any way affected in the performance of his duties for the Employer, including hiring, by any obligation of union membership, by-laws, rules and regulations or the Constitution of the Local or International Union.

(10) It is agreed that neither the Employer nor the Union shall engage in employment practices which discriminate against applicants or employees on the basis of race, color, creed, age, sex, religion or national origin.

(11) The Union agrees that it will indemnify and save the Employers harmless from any and all claims and damages that the Employer's might suffer as a result of the Union's operation of the said referral office.

## **ARTICLE 6 - RECALL OF EMPLOYEES**

Section 1. An Employee in the classifications covered by this Agreement who has not worked for a period not exceeding fifteen (15) days may be recalled. Where the time off is in excess of fifteen (15) days in duration, the employee shall be deemed by the parties to have been permanently laid off and terminated, and in filling vacancies resulting from terminations, the Contractors shall seek referral of employees in classifications covered by this Agreement in accordance with the referral clause thereof. An Employee on recall status must work and receive no less than eight (8) hours pay during a fifteen (15) day period and fringe benefits must be paid.

## Article 6 - Recall of Employees - Continued.

When vacancies exist or when additional employees in classifications covered by this Agreement are required, the Contractors shall seek referral of engineers in accordance with the referral clause of this Agreement.

Section 2. A machine shall be idle at least one working day in order to be classified as a "dead machine", unless the employee is discharged for just cause. The reason for the discharge shall be verified with the Union in writing at a later date within five (5) working days of the discharge.

A "dead machine" is an unmanned piece of equipment. An idle machine shall not be a "dead machine" if the assigned operator is temporarily laid off due to weather or breakdown or other cause of a short duration where work with the machine on the project is intended to resume. This provision does not affect an employer's right as provided in this and other articles of this agreement to lay off an employee.

## **ARTICLE 7 - PRE-JOB CONFERENCE**

Every Employer who is or becomes a party to this Agreement shall notify the Business Representative of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers on any project within the territorial jurisdiction of the Union. The Employer shall state the nature and the classifications of Operating Engineers estimated to be required on the said project. A pre-job conference shall be held at a date, time and place mutually agreeable to the Employer and the Union. Any questions, concerning the application of this Agreement shall be resolved by the Employer and the Union at such pre-job conference. The Employer shall make arrangements for the referral of engineers to the project in accordance with the contractual referral provision. A violation of this provision may be treated by the Union as a gross breach of contract, for which the Union may take appropriate legal and economic sanctions, regardless of other provisions of this Agreement.

## **ARTICLE 8 - SUB-CONTRACTORS**

Section 1. The term "subcontractor" shall mean an independent entrepreneur, engaged in the construction industry, who undertakes, pursuant to a written contract with another contractor, a defined portion of a construction project at a construction site for a stated price, and whose sole responsibility thereunder is the satisfactory completion of the contractually defined portion of the project.

Section 2. An Employer shall sublet construction work only to subcontractors signatory to this Agreement, and the Employer shall be responsible for fulfillment of same.

Section 3. The Employer shall notify the Union of the names and addresses of his subcontractor(s) and provide project identification prior to the commencement of any work by his subcontractor(s) on any project.

Section 4. Violations of the provisions of this Article shall be resolved under the grievance and arbitration provisions of this Agreement.

## **ARTICLE 9 - OWNER OPERATORS & LEASED EMPLOYEES**

Section 1. As an exception to Article 4 of this agreement, the Employer requiring the use of heavy construction equipment on a construction project may employ directly as operator having ownership of such equipment (owner- operator) or a leased construction equipment operator (leased employee), provided that the owner operator and leased employee shall be assigned only to the leased equipment for the performance of construction work on the project of the Employer under the Employer's supervision, direction, and control in an Employer-employee relationship.

Section 2. Owner operators and leased employees shall be included in the bargaining unit covered by this Agreement and by the terms and provisions thereof.

Section 3. Owner operators and leased employees shall be counted as employees of the Employer for the requisite employment of Master Mechanics and Foremen.

Section 4. The Employer shall pay owner operators and leased employees the wage rate provided in this Agreement for the classification of work performed by them and shall make fringe benefit contributions for all of their payroll hours to the Pension, Health and Welfare, Vacation, Annuity, and Apprenticeship Funds, in accordance with the terms of this Agreement.

Section 5. The Employer shall maintain separate records of wage payments and leased equipment payments and shall make wage payments to owner operators and leased employees by separate checks from payments for leased equipment.

Section 6. The term Employer shall mean the Employer signatory to this Agreement.

## **ARTICLE 10 - JOINT VENTURE**

The employer shall require as a condition for entering into a joint venture that, with respect to on-site construction work, covered by the agreement of Operating Engineers Local 520, that the joint venture shall be bound by Local 520's agreement on the project or projects for which the joint venture was formed. The joint venture shall require that all sub-contractors engaged by the joint venture shall be parties to Operating Engineers Local 520's agreement for all on-site construction work covered by Local 520's agreement on the project or projects for which the joint venture was formed. The employer shall be responsible for compliance with this provision. Violation of this provision shall be subject to the grievance and arbitration clause of this Collective Bargaining Agreement.

## **ARTICLE 11 - TYPE OF CONSTRUCTION AND COUNTIES COVERED**

This Agreement shall be for all highway construction work, airports, building, heavy, pipeline, private, residential, commercial construction work, public works, and all other construction (unless covered by other agreements with Local 520).

Local 520 jurisdiction covers: St. Clair, Madison (Madison County includes territory on both sides of the Mississippi River), Macoupin, Bond, Clinton, Monroe, Washington, Marion, Jefferson, Perry, Calhoun, Randolph, Jersey, Montgomery, Fayette and Green Counties, with headquarters in Mitchell, Illinois. (Randolph County includes Kaskaskia Island, Horse Island and Crane Island).

## **ARTICLE 12 - MACHINES AND CLASSES OF WORK**

Section 1. All persons engaged in supervising, controlling, erecting, dismantling and repairing, operating or assisting in operating, erecting, dismantling, or the repairing of, all hoisting and portable machines, all refrigerating machines or units and engines used on open and heavy construction work; all hoisting and portable machines and engines used in or upon wrecking, digging, boring, soil testing, building and erecting foundations, buildings, tunnels and subways, dams, reservoirs, disposal plants, bridges, railroads, streets (paving and repair), road building construction (including grading, and repair), sewers, water, gas and oil lines, allotment development construction, harbor and river dredging, the construction and repair of all docks, wharves, piers, shipyards, and seawalls; all sand, gravel and stone pits; quarries and material yards (permanent and temporary), sand, rock and gravel screening machines; motor generators (when used for welding and cutting or for converting or transforming electric currents, irrespective of their motive power); all machines used to sweep, clean and remove debris and snow from streets and roads; all mine hoists, telfers, grab buckets, pumps, siphons, pulsometers, generators, concrete mixers (irrespective of capacity), concrete pumps of all sizes and capacities, stone crushers, air compressors, all water-test and blast-hole drilling machines, all sand-blasting and other machines and boilers used in the cleaning and washing of buildings; all boilers (irrespective of size) used for furnishing temporary heat on buildings under construction, or for the heating of materials, or heating water, or furnishing steam for the operation of all machines, engines and other appurtenances herein specified; all locomotive, tractor and truck type cranes; all derricks, boom hoists (of all descriptions and capacities), and automatic hoists; house and all elevator (permanent and temporary) used for hoisting building material or lowering debris or carrying workmen from floor to floor in buildings under construction and repair; all street rollers, steam and other motive power shovels; all Le Tourneau and other types of scoops, pull shovels, mucking machines, draglines and cableways; all clam-shell and orange peel buckets when used in connection with any machine or with derrick or boom hoist for excavating, handling, storing, loading or unloading materials, all land and floating pile drivers, floating derrick barges and boats, floating and self-propelled dredges and rock drilling plants; all dinkey and standard locomotives, derrick cars, tractors and all tractor-propelled machinery; all power and elevator graders, scarifiers, bulldozers, Barber Green loaders, all trenching and ditching machines, all mechanical hoe-type machines,

Article 12-Machines & Classes of work - continued

backfillers and conveyors; all cranes, derricks, machines, engines and boilers used in asphalt and concrete mixing plants and all other engines and machines (irrespective of motive power) used on building and construction work, or in the loading, unloading or storage of commodities at or in terminals; all electronically controlled construction equipment, all nuclear powered equipment including all drilling for nuclear operations and methods, all equipment used in oil drilling; all emulsion distributing machines and all remote control machinery used in operating equipment; all operation and servicing of helicopters used in construction, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing and fueling of all diesel hammers, the operation, set up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts hydraulic jacks where is used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipelines, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob cats and all of their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shiming (dewatering job, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and configuration, hydra seeders and strawblowers all sizes, operate repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size.

The basis of this jurisdiction is founded on Resolution No.124 of the 1907 Convention of the American Federation of Labor.

The loading and unloading, the assembling and disassembling, the maintenance, and operation of all the above listed equipment shall be assigned by the Contractor to and shall be performed solely and exclusively by the operators, mechanics and oilers covered by this Agreement.

Section 2. Where the Contractor on any job utilizes air supplied by a power stationary plant, which is used exclusively for construction purposes, the same shall be operated by an employee covered by this Agreement.

The Employer shall assign Operators to all buck hoists, power-operated crabs and scissor lifts when used for the primary purpose of hoisting materials.

WASHING BOILERS - Employees covered by this Agreement must wash the boilers of which they are in charge, and must receive not less than four (4) hours at the rate applying to that day for doing so. It is agreed and understood between the parties hereto, that Master Mechanics and Assistant Master Mechanics are not allowed to wash boilers.

PUTTING ON TRIMMING - When Employees covered by this Agreement are employed to take charge of an engine or boiler that has been placed on the job without the necessary trimmings or fittings, it is understood and agreed by the parties hereto that such trimmings or fittings must be put on by said employees.

## Article 12 - Machines and Classes of Work - Continued

HAZARDOUS MATERIALS - Employees in classifications covered by this Agreement shall be assigned to all equipment, machines and classes of work, including maintenance, assembly, disassembly and repair set forth and referred to in Article 12 - Machines and Classes of Work and Article 33 - Work Preservation on all hazardous waste and material jobs and sites, and such work shall not be assigned to or permitted to be performed by other employees, persons or supervisors.

Operators referred for hazardous waste work as requested by the Employer will have completed the forty (40) hours hazardous waste training program in accordance with OSHA requirements.

The Employer shall comply with OSHA Directive 29 CFR 1910.120 and shall furnish protective gear for employees and comply with all safety requirements. (All costs involved after hire in employees qualification including lost time shall be paid by the Employer.)

Section 3. Nothing in this Agreement shall be construed to limit any work jurisdiction, operation of machines or classes of work performed by employees covered by this Agreement. By mutual agreement of the Union and the Employer, all employees covered by this Agreement including operators, mechanics, oilers and apprentices shall perform all duties related to and incidental to those described hereinabove in sections 1 and 2.

## ARTICLE 13 - JURISDICTIONAL SETTLEMENT

It is recognized by parties to this Agreement that the Impartial Jurisdictional Disputes Board is a voluntary organization and Parties signatory to this Agreement have the option of stipulating to this Impartial Board if they so desire.

## ARTICLE 14 - WAGE RATES

The basic hourly rates for employees covered by this Agreement shall be governed by the attached Schedule "A", which by reference is made a part hereof.

Rates of pay and manning for new machines and equipment, for machines and equipment of changed capacity and for equipment modified by attachments or otherwise, shall be subject to negotiation. In the event of inability of the parties to reach agreement upon the wage and machine classification rate of pay and manning, the Union shall have the right to take economic action regardless of any other provisions of this Agreement.

## **ARTICLE 15 - HOURS OF WORK**

Eight (8) hours shall constitute a days' work between the hours of 7:00 A.M. and 4:30 P.M. Forty (40) hours shall constitute a week's work from Monday through Friday, inclusive. The regular starting time shall be determined by the Employer at the pre-job conference and may be changed, for periods of one (1) week or more duration, provided the Employer and the Union mutually agree to the change.

By mutual agreement, arrangements may be made by the Contractor and the Business Manager of this Local Union, when specifications issued by governmental agencies or owners require work to be performed outside the regular workday, starting time will begin when employee starts to work. Eight (8) hours shall constitute a shift. When employee starts to work the first seven (7) hours of work will be for eight (8) hours pay. All hours worked over seven (7) hours will be at the overtime rate. Copy of specs shall be furnished to the Union by the Employer. This provision does not apply to Saturday, Sunday or Holidays, all work on these days shall be at the contractual overtime rate.

## **ARTICLE 16 - SHIFT WORK**

Section 1. When three shifts of employees are employed per day, each employee shall be guaranteed pay for not less than three days per week of eight hour shifts.

Section 2. Mutual agreement may be made by the Contractor and the Business Manager of this Local Union to work two shifts per day of eight hours per shift and each employee shall be guaranteed pay for not less than three days per week of eight hour shifts.

Section 3. The following provisions shall apply to all shift work.

- (a) The work week for shift work shall begin on Monday and end on Friday.
- (b) The starting time for the first shift shall be 8:00 a.m. There shall be no intermission between shifts.
- (c) If shift work is performed on Saturday and Sunday the shifts shall be worked as on other days in the week. Work on Saturdays shall be paid at time and one half and work on Sundays and Holidays shall be paid at the double time rate.
- (d) Second shift employees shall receive an additional thirty cents per hour, and third shift employees shall receive an additional sixty cents per hour, which shall be subject to overtime pay.

Article 16 - Shift Work - continued

- (e) An employee who has completed a shift and is requested to perform work on a subsequent shift on the same day shall be paid at the appropriate over time rate for the additional shift.
- (f) Employees on each shift shall be allowed one-half hour for lunch for which there shall be no deduction from their pay.
- (g) An employee shall not be required to change from one machine to another when on shift work, except in the case of a break down.
- (h) Shift work shall be continuous and the three day guarantee shall apply until shift is broken. Shift work pay shall be paid in full to all shift work employees when shift work is concluded or on the nearest regular weekly payday, whichever occurs first.
- (i) Shift work will be broken when the work is no longer continuous at which time the contractor shall meet the three day requirement. The Contractor shall have the option of paying the overtime rate for the shifts worked in lieu of the three day guarantee. All employees covered by this agreement are to receive pay for the same amount of hours.
- (j) When conditions require, the Employer and the Union, by mutual agreement may revise the shift work provisions to meet the requirements of a particular project.

**ARTICLE 17 - OVERTIME**

All work on Sundays and Holidays shall be paid for at double time rate.

All other overtime work, including shift work, performed under this Agreement, time and one half shall be paid. If another craft actually working overtime on the same portion of the project and is paid double time, then the employees covered by this Agreement shall also receive the double time rate.

PREFERENCE FOR OVERTIME - When it is necessary to operate after the regular quitting time, employees covered by this Agreement who are employed during the regular working hours, shall work the overtime unless said employees choose not to do so.

## **ARTICLE 18 - HOLIDAYS**

Days recognized as Holidays under this Agreement are: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day or any other day celebrated and recognized by the Federal Government in lieu thereof and such other days decreed by the Federal Government to be Holidays and agreed to by the parties. It is agreed that no work shall be performed on Labor Day except to protect life or property.

## **ARTICLE 19 - CHANGING**

Section 1. One (1) complete change of equipment will be allowed (i.e. A-B-A) on a shift. If in so doing, the rate applicable to one machine is higher than that of another, the higher rate shall apply to and be paid for the full shift. When changing from one machine to another, the original machine must not be left in productive operation. An employee shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate.

One complete change of equipment will be allowed when small equipment is being operated. (i.e. A-B-A) Small equipment is that which is listed in Group III of Schedule A of this Agreement.

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 or expected to operate or service.

Section 2. **TAKING AN EMPLOYEE'S PLACE** - No Employee covered by this Agreement shall be discharged, disciplined except for justifiable and proper cause.

## **ARTICLE 20 - MASTER MECHANIC AND OPERATOR FOREMAN**

There must be one or more Master Mechanics employed by all Contractors having a job with eight (8) or more engineers employed at one time, not to include group 3.

Maintenance and repair work in the field shall be performed by employees covered by this Agreement. If operators of equipment are not competent or do not have the necessary tools to do running repairs (not to include special tools), and it is necessary to employ a Master Mechanic, the wage of said Master Mechanic shall be per Schedule "A".

## Article 20 - Master Mechanic and Operator Foreman - Continued

If it is necessary to employ a mechanic on a project, he shall be a Master Mechanic. Master Mechanics or foreman when employed, shall have direction of all Assistant Master Mechanics, Engineers, Oilers and Apprentices, also of all machinery in regard to operation, repair and maintenance thereof. If more than one mechanic is employed on a project, only one shall be classified as a Master Mechanic and shall be paid the above wage scale. The selection of the Master Mechanic or Foreman shall be mutually agreed upon between the Union and the Employer. (See Schedule "A" for rate.)

If in the event the Contractor operates more than one work shift, the provisions of the preceding paragraphs of this Article shall be applicable to each of such work shifts.

One (1) Foreman is required for each shift on a project of an Employer having twelve (12) or more Operators (at such time a Master Mechanic shall not be required). A Master Mechanic or Oiler shall not be counted in determining the requirement for a Foreman. A Lubricating Engineer will not be counted in determining the requirement for a Foreman unless he is permanently assigned to the project.

The duties of the Operator-Foreman shall be (1) to replace any absenteeism, (2) to replace any Operating Engineer who has started to work and may have to leave through no fault of the Employer, (3) to assist any Operating Engineer who may need help or advice, (4) to assign Operating Engineers to the equipment, if the Employer so desires, (5) to operate any equipment on the job provided the Employer has made an effort to hire an Operator.

No Foreman or Supervisor shall be allowed to operate, repair or maintain any mechanical equipment when such operation takes the job of an Employee covered by this Agreement except as provided in this Article under "duties of Operator-Foreman".

A Master Mechanic or Foreman when employed may be requested to service any small equipment subject to mutual agreement of Union and Contractor at pre-job conference.

The terms of this article are not meant to restrict the managements right to supervise and instruct the members of this bargaining group.

## **ARTICLE 21 - REPORTING**

Employees covered by this Agreement must report for work every working day except when they have been notified within a reasonable time not to do so. If an employee starts his machine, services his rig, or otherwise starts to work, he shall be considered started to work and shall be paid four (4) hours at the rate applying to that day. If employees begin work before the regular starting time, they shall receive pay for four (4) hours, plus any overtime involved.

## Article 21 - Reporting - Continued.

When employees covered by this Agreement report on the job and there is no work they must receive two (2) hours reporting time at the rate applying to the first two hours that they would have worked on the day they report for work. An employee may be required to remain on the job one (1) hour to receive the two (2) hours reporting time.

If employees covered by this Agreement are told there is no work, they must leave the job no later than one (1) hour after the starting time, and if they are called upon to come back to work before the regular quitting time they must be paid a full shift of eight (8) hours plus any overtime involved.

## **ARTICLE 22 - REMAINING ON THE JOB**

Section 1. Employees covered by this Agreement must remain on the job when they are not notified there is no work, and they must be paid for not less than four (4) hours time at the rate applying to that day, or if said employees are required to start work before the regular starting time, the pay shall be for four (4) hours plus any overtime involved. If employees covered by this Agreement are permitted to stay on the job four (4) hours after the regular starting time without being notified there is no work, they must be paid not less than eight (8) hours time at the rate applying to that day, or if they are required to start work before the regular starting time, the pay shall be for eight (8) hours plus any overtime involved.

Section 2. In the event of inclement weather on a workday and work stops that day, employees shall receive a minimum of two (2) hours reporting time at the rate applying to that day. If employees start work, they shall be paid not less than four (4) hours. If employees work over four (4) hours, they shall be paid not less than six (6) hours. If employees work over six (6) hours, they shall be paid not less than eight (8) hours plus any overtime involved.

## **ARTICLE 23 - WORKING IN THE MORNING**

When employees covered by this Agreement work on a job in the morning and are not notified prior to the completion of four (4) hours after the regular starting time that their services are not required in the afternoon, they shall be paid a full shift of eight (8) hours at the rate applying to that day, or if they are required to start work before the regular starting time, the pay shall be for eight (8) hours, plus any overtime involved.

Employees covered by this Agreement must raise steam on boilers. If employees covered by this Agreement are required to raise steam before the regular starting time they shall be started to work a minimum of one (1) hour before the regular starting time.

## **ARTICLE 24 - WORKING IN THE AFTERNOON**

When Employees covered by this Agreement report to work on a job four (4 ) hours after the regular starting time they shall be paid not less than four (4) hours time at the rate applying to that day.

## **ARTICLE 25 - LUNCH PERIOD AND SUPPER PERIOD**

Employees designated lunch period will be between the hour of 12:00 - 12:30 P.M. If they work during the designated lunch period they will receive an additional one-half (1/2) hour of pay at the overtime rate for that day.

When it becomes necessary, the employee may be requested to eat his lunch between the hours of 11:00 A.M. and 1:00 P.M. If the employee is not allowed the thirty (30) minute lunch period (eat while working) the employee will receive an additional one-half hour (1/2) pay at the overtime rate for that day.

When Employees covered by this Agreement are required to work overtime, after the supper period, they shall be allowed one-half hour with overtime pay for the supper period. The supper period is to be taken at the same time as the majority of the other crafts working overtime, but not later than 6:30 p.m. For every four (4)hours after the supper period, an additional one-half hour with overtime pay shall be allowed for supper. When work continues after the supper hour for some of the employees covered by this Agreement, all those who work up to the supper hour period shall be allowed one-half hour with overtime pay.

## **ARTICLE 26 - REPAIR WORK**

The engineer (and Oiler when employed) shall repair the equipment he or they operate with the following exceptions:

When the engineer (and Oiler when employed) cannot perform the work, then a Local 520 mechanic in the employ of the Employer may make the needed repairs on the job site. The engineer (and Oiler when employed) may be transferred until needed repairs are completed, if not transferred employee/employees would not be laid off.

Job site repairs on unassigned or "dead machines" shall be performed by a Local 520 engineer (and Oiler when employed) or a Local 520 mechanic.

**ARTICLE 27 - FIREMAN - OILERS  
ASSISTANT OPERATORS & APPRENTICES**

Section 1. There must be a fireman, oiler (or by mutual agreement between the Contractor and Business Agent, an Assistant Operator), covered by this Agreement on backhoes, gradealls, skimmer scoops, clamshells, draglines, shovels, ditching machines and similar types rated over 12 inches (12") width of cut, locomotive cranes, track-type cranes, truck cranes, pile drivers, derricks, mixing plants, dredges, slip form pavers, asphalt spreaders, auto grade, belt placers, trimmers, milling machines, and similar types or where additional machines are getting their motive power from the same boiler, or any machine that this local union deems it necessary, also all servicing, oiling and cleaning of all equipment.

Section 2. Track type hydraulic hoes & crawler gradealls (85,000 lbs. gross operating weight) and under will not require an oiler or assistant operator. The operator on track type hydraulic hoes & crawler gradealls not using an oiler or assistant operator will receive one (1) hour preparation time at the overtime rate per day.

Section 3. An oiler or assistant operator shall be assigned if needed by mutual agreement, on drill rigs and work boats twin screw over 600 H.P. rating.

Section 4. DUTIES OF 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 time 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.

Section 5. Oilers may be utilized temporarily as operators on not more than a daily basis necessary in order to finish out work day. In the event that this provision is abused or improperly applied, the Union shall have the right to terminate this provision as to the offending employer.

Section 6. DUTIES OF ASSISTANT OPERATOR - It shall be the duties of the Assistant Operator to relieve the operator and assist in the efficient operation, service, maintenance, repair and cleaning of said equipment and any other duties assigned by the operator.

Section 7. The parties agree that it is in their mutual and best interest that apprentices receive on-the-job work experience in order to develop the skills and knowledge necessary for mastery of the trade. Apprentices may be assigned to any equipment and perform any duties covered by this Agreement, consistent with the needs and requirements of the Local 520 Joint Apprenticeship and Training Program and according to the ability of the apprentice. No apprentice shall be employed on any project where the Employer does not also employ a journeyman operating engineer, except by agreement of the Union. There shall not be more than one (1) apprentice per four (4) journeyman operating engineers employed by the Employer on any project, except by agreement of the Union.

## **ARTICLE 28 - STEWARDS**

A steward shall be a qualified craftsworker, in the employment of the employer, covered by this agreement, subject to hiring and lay off provisions of this agreement. The steward shall be appointed by the Business Agent and confirmed in writing to the Employer. The Steward shall not be terminated or laid off, without prior notice to the Union. The Steward must see that all Operating Engineers on the job are members of the Union in good standing, subject to the Union Security Clause. They must see that all provisions of the Agreement are strictly enforced. Each Employee must report to the Steward before going to work for the first time. The Contractor will not discriminate against the Steward for the performance of his duties to the Local Union. It is agreed that the Steward will not have the power to strike any job.

## **ARTICLE 29 - PAYMENT OF WAGES**

The Employer shall furnish to each employee with 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.

The Employer agrees that the Employees covered by this Agreement will receive their pay weekly on Friday by 4:30 p.m. Any undue delay shall be paid for by the Employer causing such delay at the overtime rate of pay. When jobs are called off on pay day, the Contractor shall have the pay checks on the job site at 12:00 noon.

A maximum of three (3) day's pay may be withheld except on agreement between the Employer and the Union. In case of overtime worked on the day of a lay-off, such overtime pay may be mailed to the employee.

When Employees are laid off or discharged, they shall be paid in full on the job site immediately, or waiting time shall be paid at the overtime rate after the regular quitting time. When Employees quit of their own accord, they shall wait until the regular pay day for the wages due them.

## **ARTICLE 30 - SHELTER - SANITATION - SAFETY**

Employees must be furnished with suitable shelter to protect them from falling materials and the elements of the weather, including unreasonable dusty conditions.

There shall be suitable drinking water and sanitation facilities at all projects.

Article 30 - Shelter - Sanitation - Safety - Continued

On all demolition and on clearing of timber and brush piles over and above the running board of the machine, there must be a safe canopy over the machine.

The Employer shall maintain adequate first aid kit on all jobs where Employees covered by this Agreement are employed and such kit shall be easily accessible and available at all times.

The Employer shall be required to furnish all rain suits, including rain hat, where employees are required to work in rain or where water drips on them. Such clothing shall be charged to the men until returned.

Safety equipment furnished by the Employer shall be returned at the termination of employment. The Employer may withhold final payment of wages upon failure of an employee to return such equipment. Compliance with all Federal and State safety laws and the Employer's safety policy shall be a condition of continued employment.

**ARTICLE 31 - MISCELLANEOUS WAGE AND  
MANNING ADJUSTMENTS**

Section 1. It is hereby agreed that the job classifications and the wages covering same are to be as per attached Schedule A to this agreement.

Section 2. Upon notice by the Union, the Union may increase or decrease the amount contributed by Employers to negotiated fringe benefit funds. The basic wage rate shall be adjusted by the amount of the increased or decreased contribution(s). The parties agree to amend this agreement to reflect said increase or decrease and the adjusted hourly rate.

At any other time during the term of this Agreement should the Union desire to increase or decrease the amount contributed by Employers to negotiated fringe benefit funds, the Union shall notify the employer in writing of such request and allow sufficient time to acquire a wage determination from the Department of Labor. The basic wage rate shall be adjusted by the amount of the increased or decreased contribution(s). The parties agree to amend this Agreement to reflect any increase or decrease and the adjusted hourly rate.

Section 3. All equipment operators shall receive the top rate of pay with the exception of an employee covered by this Agreement, who is employed to operate one compressor only, one pump only, one welding machine only, one generator only, one light plant only, one conveyor only, or one siphon or jet, as provided in the wage schedule. An Employee covered by this Agreement may operate any combination of the above with a maximum of six pieces of equipment at any one time which shall be within a reasonable distance to maintain the equipment.

Article 31 - Miscellaneous Wages and Manning Adjustments - Continued

Section 4. Vibratory equipment may be included in the combination of equipment provided that all functions of the unit are controlled by the operator of the primary piece of equipment that is being used to handle the tool.

Section 5. The operation of a well point or dewatering system shall be considered a separate entity and include pumps of all sizes, regardless of the motive power not to exceed four (4) pumping units per operator and the combination of equipment shall not apply.

Section 6. An engineer shall not be required on one welding machine 300 amps or less, or one generator where it is used as a tool of the trade.

Section 7. An operator on an assigned machine may be required to tend to one (1) piece of self-contained equipment, one (1) compressor (up to and including 250 cubic feet), one (1) light plant, one (1) welding machine, water pumps four inches and under. The operator will be compensated an additional one (\$1.00) dollar per hour over and above, the regular wage scale for operating such self-contained equipment.

Section 8. No engineer shall be required on electrical pumps two inches or less except where an engineer is on the job in which event he shall receive twenty-five (25) cents premium per hour. If an oiler is on the job, he will be paid the pump rate for that day. An operating engineer will be required on all electric pumps whenever a fuel driven generator is to provide the mode of power for said pump or pumps.

Section 9. Special circumstances shall be handled by special agreement through the Business Manager regarding changes or combinations of equipment.

Section 10. An additional twelve (12%) per cent premium, of the applicable base rate in Schedule A, will be paid to Engineers and Oilers operating under air pressure.

Section 11. Oilers on equipment utilizing a diesel hammer shall have their base rate, as shown in Schedule A, increased by twenty-five (25) cents per hour.

Section 12. Hard Rock Mining shall receive twenty-five (.25) cents per hour premium pay above existing rates.

**ARTICLE 32 - RESIDENTIAL CONSTRUCTION**

When signatory Employers are to engage in residential construction work, they may request adjustments in terms and conditions, including hours, starting time and operation of equipment. Whether a particular job or project is within the meaning of the phrase "residential construction" is within the discretion of the Union. The Business Manager may approve such adjustments as he considers appropriate. The Employer agrees to abide by and be bound by the determination thereon made by the Union. The adjustments agreed to shall be reduced to writing and signed by both the Employer and the Union.

### **ARTICLE 33 - UNIT WORK PRESERVATION**

The Operation, maintenance, repair, assembly and disassembly of all equipment, machinery, and material plants listed and referred to in this Agreement shall be performed solely and exclusively by employees covered by this Agreement. Where Local 520 has entered into a written agreement with another Local Union signatory to an agreement with the Contractor providing for a specific allocation of certain assigned work, in which event the Contractor may recognize and comply with such agreement between such signatory Local Unions. If the Contractor does not assign according to such local agreements, assignments shall be made in accordance with the first sentence of this Article.

### **ARTICLE 34 - HEALTH - WELFARE - PENSION**

The Employer agrees to contribute payment in the amount set forth in the attached "Schedule A" to the Employers and Operating Engineers Local 520 Health & Welfare Fund, for each hour paid or worked by Employees covered by this Agreement.

The Employer agrees to contribute payment in the amount set forth in the attached "Schedule A" to the Employers and Operating Engineers, Local 520 Pension Fund, for each hour paid or worked by Employees covered by this Agreement.

The Health & Welfare and Pension contributions shall be paid at the same rate as overtime, i.e. time and one half or double time.

### **ARTICLE 35 - JOINT APPRENTICE AND TRAINING FUND**

The Employer agrees to contribute payment in the amount set forth in the attached "Schedule A" to the Joint Apprenticeship and Training Fund, for each hour paid or worked by Employees covered by this Agreement. The contributions shall be paid at the same rate as overtime, i.e. time and one-half or double time.

### **ARTICLE 36 - VACATION FUND**

The Employer agrees to deduct the amount set forth in the attached "Schedule A" and shall make such deductions payable to the Employers and Operating Engineers, Local 520 Vacation Fund, for each hour paid or worked by Employees covered by this agreement. Such deductions shall be made at the same ratio as overtime - i.e. time and one half or double time.

### **ARTICLE 37 - ANNUITY FUND**

The Employer agrees to contribute payment in the amount set forth in the attached "Schedule A" to the Operating Engineers Local 520 Annuity Fund, for each hour paid or worked by Employees covered by this agreement. Such contributions shall be made at the same ratio as overtime - i.e. time and one half or double time.

Failure of the employer to make timely reports and monetary monthly remittances shall constitute a breach of this Agreement in consequence of which the Union may impose strike sanctions and take appropriate economic and legal recourse, other provisions of this Agreement notwithstanding. In the event the Union institutes suit against the Employer for violation of this provision, the Employer shall be liable for all auditing fees, costs of suit and attorneys fees incurred by the Union in the prosecution of the suit.

### **ARTICLE 38 - OPERATOR'S VOLUNTARY FUND (O.V.F.)**

The Employer, upon receipt of a signed written authorization by an employee, shall deduct five cents (\$.05) per hour from the hourly wage of the employee for each hour paid, and the Employer shall remit monthly to the "Operating Engineers Local 520 Voluntary, Educational, Political, Charitable, and Defense Fund" the total amounts deducted together with a report stating the name of each employee for whom remittance is made. The purposes of the Fund are to advance the interests of the operating engineer trade through charitable, educational, defense and political activities.

The deduction to the Operator's Voluntary Fund (O.V.F.) shall be paid at the same rate as overtime, i.e. time and one-half or double time.

### **ARTICLE 39**

#### **SOUTHERN ILLINOIS CONSTRUCTION ADVANCEMENT FUND (SICAP)**

In addition to the per hour wage rate, the Employer shall contribute payment in the amount set forth in the attached "Schedule A" ten cents (.10) per hour worked by each employee covered by this agreement to the Southern Illinois Construction Advancement Fund. The contributions shall be paid at the same rate as overtime, i.e. time and one-half or double time. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Southern Illinois Construction Advancement Fund, its Rules and Regulations and the Trustees now serving. Primary purposes of the Fund, as set forth in the Trust Agreement, shall include the promotion of safety and accident prevention in the industry, public relationships and market development and other educational and informational betterment of such employees and the common good of the construction industry.

## **ARTICLE 40 - JOINT CONFERENCE**

The Employers and the Union agree that they shall hold monthly meetings between representatives of the Employers and the Union. These meetings shall be held for the purpose of furthering harmonious industrial relations.

## **ARTICLE 41 - INSURANCE**

The Employer shall provide Illinois Workmen's Compensation Insurance and shall provide a certificate of such coverage when requested. Said Employer shall also further elect to come under the Illinois State Unemployment Insurance Act and pay Unemployment Compensation on all employees, regardless of the number employed. Failure of the Employer to comply shall constitute a breach of this Agreement in consequence of which the Union may impose strike sanctions and take appropriate economic and legal recourse, other provisions of this Agreement notwithstanding.

## **ARTICLE 42 - TRANSPORTATION**

Section 1. When an Employee covered by this Agreement is required to move equipment, the Employer shall provide transportation back to his car on Company time.

Section 2. Ownership of a truck shall not be a condition of employment or continued employment.

## **ARTICLE 43 - JOB SITE INJURIES**

The selection of the Doctor for anyone working under this Agreement who is injured on the job, shall be done by the injured individual after the first day, if desired, and notices of this privilege shall be sent to the hospital in the area of the job site by the contractor and the union. The Employer shall pay all medical, surgical and hospital expenses.

The Employer may post on the job site, names of doctors practicing at the job site area hospital, and notify the hospital of list of doctors, and allow injured men to select their own doctor.

The Union shall have the right to have the doctor examine the injured man at all times.

## **ARTICLE 44 - COMMON CONDITIONS**

There shall be no other requirements, rules, arrangements or agreements, verbal or in writing other than the terms of the contract in effect.

## **ARTICLE 45 - BOND REQUIREMENTS AND FRINGE BENEFITS**

The Employer agrees to become party to the Employers and Operating Engineers Local 520 Pension, Health & Welfare, Vacation and Joint Apprenticeship and Training Funds and Annuity Fund and Operator's Voluntary Fund, and Southern Illinois Construction Advancement Fund and accepts the Trust Indentures and Plans of each of the said Funds and accepts the designation of Trustees thereto and their successors with the same force and effect as though the Declaration of Trust and the Plans of the said Funds were set forth in full herein and as though the Employer had executed the said Declaration of Trust.

The Union may require that any Employer maintain during the term of this Agreement either a Surety Bond for the amount of twenty-thousand (\$20,000.00) dollars or a cash deposit not to exceed six thousand (\$6,000.00) dollars to guarantee the payment of the wages, fringe benefits and such other contributions as are required by the Agreement to the parties to whom such payments are to be paid.

In the event the Union requires a Surety Bond, the Employer shall be responsible for payment of the Bond Premium covering the term of this Agreement. The original copy of the bond shall be filed with the Union, with copies of said bond to be filed with the various trust funds to which it shall be applicable. Such bond shall provide that it shall not be canceled without giving thirty (30) days prior written notice to the Union. The Union shall apply the above requirements on a uniform basis.

The Employer agrees to file fringe benefit reports with the contributions due and owing as reflected by said reports on or before the tenth (10th) day of the month immediately following the month for which the report is due. Failure to file such reports and make payments of contributions due and owing, or the willful filing of a false report shall cause the Employer to be delinquent and be subject to a monthly late charge of ten per cent (10%) of the amount of contributions due, as well as interest at a rate to be established by the Trustees from date of delinquency, together with attorney fees and court costs and all other costs of collection, including but not limited to audit, accounting, clerical and travel expenses as may be incurred to collect such fringe benefit contributions.

The Union may require delinquent and new Employers to remit contributions on the date they pay the employees, including the termination of the employees in the bargaining unit.

In the event of failure, default or refusal of the Employer to meet the obligations set forth herein for the payments set forth above, the party to whom any such payments are due may, after written notice to the Employer, take all legal action, including claim against such surety or deposit, to enforce such payment. Such failure of payment or to maintain the surety bond or cash deposit where required shall be considered a gross breach of this Agreement. The Union shall have the right to use economic sanctions, including strike, other provisions of this Agreement notwithstanding. Written notice by the Trustees to the Union of the delinquent status of an Employer shall be conclusive determination of breach for imposition of strike sanctions by the Union.

## **ARTICLE 46 - INDEMNIFICATION**

Employees shall be indemnified by their employers 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 individual employer only.

## **ARTICLE 47 - ARBITRATION**

During the term of this Agreement, there shall be no stoppage or slowdown of work on the part of the Union, and no lockout on the part of the Contractor for any difference or dispute arising out of the interpretation or application of any of the provisions contained in this Agreement. All grievances will be submitted to the Steward and Job Superintendent for settlement. If these two persons cannot settle the dispute within twenty-four (24) hours, the matter shall be presented in writing within five (5) further days to the Employer or the Union by the party pressing the grievances. If the matter or questions cannot be settled by a representative of the Employer and the Business Agent, within forty-eight (48) hours, these two shall request a panel of arbitrators, from the U. S. Mediation and Conciliation Service for selection of an impartial arbitrator who shall hear the original written grievance and make a decision which shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the impartial arbitrator shall be borne equally by both parties.

In rendering his decision, the arbitrator shall not have the authority to add to or subtract from or modify or amend any provision of this Agreement. The parties agree that no grievance shall be considered which has not been presented in writing within fifteen (15) days of its occurrence. The time limits set forth herein may be extended by mutual agreement of the parties.

## **ARTICLE 48 - EMPLOYMENT SECURITY**

When signatory Employers are bidding against Employers who do not observe the same terms and conditions contained herein, the signatory Employer may request any adjustments deemed necessary to provide employment for unit included employees.

The Business Manager may approve such adjustments he considers appropriate; however, he shall not have authority to approve any wage or fringe benefit adjustments except in cases where all trades involved have agreed to the same adjustments, such as in a Project Agreement.

The adjustments agreed to shall be reduced to writing and signed by both parties.

## ARTICLE 49 - MAJORITY REPRESENTATIVE

The Contractors Party hereto recognize Operating Engineers Local 520 as the Majority Representative of all employees in Operating Engineers classifications employed by them and the sole and exclusive bargaining agent of such employees under Section 9(a) of NLRA.

## ARTICLE 50 - BEGINNING AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of and from August 1, 1999 to and including July 31, 2004, and shall automatically renew itself from year to year thereafter, unless either party shall notify the other in writing, sixty (60) days prior to July 31, 2004 or prior to July 31 in any contract term after the expiration of the initial term of this Agreement, of a desire to terminate this Agreement.

## ARTICLE 51 - SEPARABILITY CLAUSE

Any provisions contained herein that are contrary to or held to be in violation of any Federal, State or Municipal law now in force, or hereafter enacted, shall be void and of no force and effect and the other provisions of this Agreement shall remain in full force and effect. Any Article in this Agreement that is void by law shall become immediately negotiable.

### Schedule A

#### The Wage and Fringe Benefits for Operating Engineers shall be as follows:

08/01/1999-07/31/2000

GROUP	BASE	HEALTH &	PENSION	TRNG.	ANNUITY	SICAP	TOTALWAGE	DUES	VAC	OVF
WAGE	RATE	WELFARE		FUND	FUND		&FRINGE	CHECK	DED.	
							BENE . PKG.	OFF		
I	23.10	4.20	3.55	.90	2.60	.10	34.45	.45	.75	.05
II	21.97	4.20	3.55	.90	2.60	.10	33.32	.45	.75	.05
III	18.19	4.20	3.55	.90	2.60	.10	29.54	.45	.75	.05
IV	17.55	4.20	3.55	.90	2.60	.10	28.90	.45	.75	.05
V	17.22	4.20	3.55	.90	2.60	.10	28.57	.45	.75	.05
VI	23.65	4.20	3.55	.90	2.60	.10	35.00	.45	.75	.05
VII	23.95	4.20	3.55	.90	2.60	.10	35.30	.45	.75	.05
VIII	24.23	4.20	3.55	.90	2.60	.10	35.58	.45	.75	.05
IX	23.85	4.20	3.55	.90	2.60	.10	35.20	.45	.75	.05
X	24.60	4.20	3.55	.90	2.60	.10	35.95	.45	.75	.05

08/01/2000-07/31/2001

GROUP	BASE WAGE	HEALTH & WELFARE	PENSION	TRNG. FUND	ANNUITY FUND	SICAP	TOTALWAGE &FRINGE BENE. PKG.	DUES CHECK OFF	VAC DED.	OVF
I	23.50	4.20	3.95	1.00	2.95	.10	35.70	.55	.80	.05
II	22.37	4.20	3.95	1.00	2.95	.10	34.57	.55	.80	.05
III	18.34	4.20	3.95	1.00	2.95	.10	30.54	.55	.80	.05
IV	17.95	4.20	3.95	1.00	2.95	.10	30.15	.55	.80	.05
V	17.62	4.20	3.95	1.00	2.95	.10	29.82	.55	.80	.05
VI	24.05	4.20	3.95	1.00	2.95	.10	36.25	.55	.80	.05
VII	24.35	4.20	3.95	1.00	2.95	.10	36.55	.55	.80	.05
VIII	24.63	4.20	3.95	1.00	2.95	.10	36.83	.55	.80	.05
IX	24.25	4.20	3.95	1.00	2.95	.10	36.45	.55	.80	.05
X	25.00	4.20	3.95	1.00	2.95	.10	37.20	.55	.80	.05

08/01/2001-07/31/2002

GROUP	BASE WAGE	HEALTH & WELFARE	PENSION	TRNG. FUND	ANNUITY FUND	SICAP	TOTALWAGE &FRINGE BENE. PKG.	DUES CHECK OFF	VAC DED.	OVF
I	23.90	4.20	4.35	1.00	3.40	.10	36.95	.65	.85	.05
II	22.77	4.20	4.35	1.00	3.40	.10	35.82	.65	.85	.05
III	18.49	4.20	4.35	1.00	3.40	.10	31.54	.65	.85	.05
IV	18.35	4.20	4.35	1.00	3.40	.10	31.40	.65	.85	.05
V	18.02	4.20	4.35	1.00	3.40	.10	31.07	.65	.85	.05
VI	24.45	4.20	4.35	1.00	3.40	.10	37.50	.65	.85	.05
VII	24.75	4.20	4.35	1.00	3.40	.10	37.80	.65	.85	.05
VIII	25.03	4.20	4.35	1.00	3.40	.10	37.08	.65	.85	.05
IX	24.65	4.20	4.35	1.00	3.40	.10	37.70	.65	.85	.05
X	25.40	4.20	4.35	1.00	3.40	.10	38.45	.65	.85	.05

08/01/2002-07/31/2003

GROUP	BASE WAGE	HEALTH & WELFARE	PENSION	TRNG. FUND	ANNUITY FUND	SICAP	TOTALWAGE &FRINGE BENE. PKG.	DUES CHECK OFF	VAC DED.	OVF
I	24.20	4.40	4.80	1.00	3.80	.10	38.20	.55	.90	.05
II	22.97	4.40	4.80	1.00	3.80	.10	37.07	.55	.90	.05
III	18.44	4.40	4.80	1.00	3.80	.10	32.54	.55	.90	.05
IV	18.55	4.40	4.80	1.00	3.80	.10	32.65	.55	.90	.05
V	18.22	4.40	4.80	1.00	3.80	.10	32.32	.55	.90	.05
VI	24.65	4.40	4.80	1.00	3.80	.10	38.75	.55	.90	.05
VII	24.95	4.40	4.80	1.00	3.80	.10	39.05	.55	.90	.05
VIII	25.23	4.40	4.80	1.00	3.80	.10	39.33	.55	.90	.05
IX	24.85	4.40	4.80	1.00	3.80	.10	38.95	.55	.90	.05
X	25.60	4.40	4.80	1.00	3.80	.10	39.70	.55	.90	.05

08/01/2003-07/31/2004

GROUP	BASE	HEALTH &	PENSION	TRNG.	ANNUITY	SICAP	TOTALWAGE	DUES	VAC	OVF
WAGE	RATE	WELFARE		FUND	FUND		&FRINGE	CHECK	DED.	
							BENE. PKG.	OFF		
I	24.25	4.60	5.25	1.00	4.25	.10	39.45	.55	1.00	.05
II	23.12	4.60	5.25	1.00	4.25	.10	38.32	.55	1.00	.05
III	18.64	4.60	5.25	1.00	4.25	.10	33.54	.55	1.00	.05
IV	18.70	4.60	5.25	1.00	4.25	.10	33.90	.55	1.00	.05
V	18.37	4.60	5.25	1.00	4.25	.10	33.57	.55	1.00	.05
VI	24.80	4.60	5.25	1.00	4.25	.10	40.00	.55	1.00	.05
VII	25.10	4.60	5.25	1.00	4.25	.10	40.30	.55	1.00	.05
VIII	25.38	4.60	5.25	1.00	4.25	.10	40.58	.55	1.00	.05
IX	25.00	4.60	5.25	1.00	4.25	.10	40.20	.55	1.00	.05
X	25.75	4.60	5.25	1.00	4.25	.10	40.95	.55	1.00	.05

## CLASSIFICATION OF EQUIPMENT

### GROUP I

Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, DerrickType Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the aterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skiders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hyra seeders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, and all Operators (except those listed below).

### GROUP II

#### Assistant Operators

### GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Waterblasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

**GROUP IV**

Asphalt Spreader oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required)

**GROUP V**

Oiler

**GROUP VI**

Master Mechnics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

**GROUP VII**

Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

**GROUP VIII**

Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman.

**GROUP IX**

Certified crane Operators up to and including 50 tons when requested by the Contractor or required by the Owner.

**GROUP X**

Certified crane Operators over 50 tons when requested by the Contractor or required by the Owner.

**STANDARD FORM CONTRACT FOR ADOPTION OF AGREEMENT  
JOINT ARTICLES OF AGREEMENT**

**I.U.O.E. LOCAL 520  
Granite City, Illinois**

1. WHEREAS, Local 520 has consummated agreements through regular collective bargaining processes, covering construction work, ect., within the territorial jurisdiction of the International Union of Operating Engineers Local No. 520 and a copy of said agreement is attached herewith and incorporated herein by reference, and

2. WHERAS, the parties signatory to this Agreement, are desirous and willing to adopt the provisions of the above mentioned agreements, THEREFORE, it is further understood and agreed by and between the parties hereto as follows:

3. That the parties hereto do hereby adopt all the provisions and terms of the attached contract as the contract between the parties with respect to all of the conditions, wages, and terms of said contract and also with respect to the inception and duration of said contract.

**IN WITNESS WHEREOF**, this Agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Address

BY \_\_\_\_\_

\_\_\_\_\_  
Title

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 520**

BY \_\_\_\_\_  
Business Representative

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Recording Secretary