

**AGREEMENT BETWEEN
ASSOCIATED GENERAL CONTRACTORS
OF ILLINOIS
EGYPTIAN CONTRACTORS ASSOCIATION
SIGNATORY CONTRACTORS
AND**

**OPERATING ENGINEERS
LOCAL UNION NO.
318, 318A, 318C, 318RA**



**COVERING
HIGHWAY, HEAVY, BUILDING, RIVER
CONSTRUCTION & RECLAMATION**

in

DISTRICT #7
White and Hamilton Counties

DISTRICT #9
Saline, Jackson, Franklin, Williamson, Gallatin,
Hardin, Pope, Johnson, Union, Alexander,
Pulaski, Massac Counties in Southern Illinois

*Effective: January 1, 2003
Expires: March 31, 2008*



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PREFACE

Dear Sir or Brother:

This is your Bargaining Agreement. A lot of effort and sacrifice has gone into making it a reality. Read it, study it, and live up to it; your Employer also has the same obligation. Give a fair days' work for a fair days' wage and we will all benefit.

Be a good Union member, show your dues book when a fellow tradesman asks for it.

Wes Cook
Business Manager

Bobby Reed
President

Larry Surgelski
Vice President

Matt Darnell
Recording Secretary

Gary Sullivan
Financial Secretary

Bill Choate
Treasurer

INTERNATIONAL UNION OF
OPERATING ENGINEERS

LOCAL
318, 318A, 318C, 318RA
3310 WATER TOWER ROAD
MARION, IL 62959

AGREEMENT

This is an agreement by and between the EGYPTIAN CONTRACTORS ASSOCIATION AND ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS, ENGAGED IN ALL TYPES OF CONSTRUCTION, AND ON BEHALF OF THEIR MEMBERS WHO HAVE SO AUTHORIZED IT, AND OTHER SIGNATORY CONTRACTORS, LOCAL 318, affiliated with and chartered by the INTERNATIONAL UNION OF OPERATING ENGINEERS, having principle office at MARION, ILLINOIS, hereinafter designated "UNION", WITNESSETH THAT WHEREAS, Local 318, of the International Union of Operating Engineers AFL-CIO, has jurisdictional territory consisting of Saline, Jackson, Franklin, Williamson, Gallatin, Hardin, Pope, Johnson, Union, Alexander, Pulaski, Massac, White, and Hamilton Counties in the State of Illinois and, WHEREAS, the CONTRACTOR does work within the said jurisdictional area, and WHEREAS, all parties desire to cooperate in establishing and maintaining uniform and equitable terms of employment in order to insure, so far as possible, uninterrupted operation and general stabilization of the industry in the area, NOW, THEREFORE, it is agreed by and between the parties that;

ARTICLE I

RECOGNITION AND BARGAINING UNIT

Section 1. Recognition. The Association and the Contractors recognize the Union as the sole and exclusive bargaining agent of the employees of the affiliated members of the Association within the area herein mentioned for the purposes of bargaining in respect to rates of pay, wages, hours of employment, and all other conditions pertaining to employment and performance of work within the jurisdiction of the Union as herein subsequently defined and covered. Supervisors such as foreman and Superintendents are not covered by the terms of this agreement.

Section 2. Jurisdiction. This recognition covers the classes of work as follows: The operation of all hoisting and portable machines, and all boilers (irrespective of the motive power and capacity), as well as the emergency repairs that may be necessary thereto for continuous operation and/ or production and power generation that are used on foundation and building, tunnel, subway, dam, reservoir, disposal plant, bridge, railroad, sewer street paving and repair, road building, grading and repair, sewer, water, gas, and oil and all harbor and river dredging, dock, wharf, pier, jetty, and sea-wall construction and repairs, and all sand and gravel pits, quarries and material yard (permanent and temporary), the operation of all boilers (irrespective of their use), pumps, siphons, pulseometers, generators, concrete mixers, stone crushers, air compressors, water test and blast hole drilling machines, locomotive and truck cranes, derricks, boom hoists (of all descriptions and capacities), gantry cranes, hoist and all elevators, (permanent or temporary) when used for hoisting building material or lowering debris, and used in carrying workman from floor to floor in buildings under construction and

repair, all man-lifts (scissor-lift) used to lift materials, street rollers, steam and other motive power shovels, draglines, cableways, clamshells and orange peel buckets when used in connection with any machine or derrick or boom hoist for excavating or the handling, storing, loading or unloading of material, land and floating pile drivers, floating and self-propelled dredges and rock drilling plants, dinky and standard locomotives, derrick cars, tractors, and all tractor propelled machinery, power and elevating graders, scarifiers, bulldozers, barber green loaders, trench and all ditching machines, all skid-steer loaders, all mechanical hoe-type machines, backfillers, conveyors, and over the operation of all cranes, derricks, machines and boilers used in asphalt and concrete mixing plants, pugmills, hyster and hi-lifts, laser screed, concrete pumps, mucking machines, and power operated blacktop machine attached to backend of trucks, boats, deckhands on boat on all rivers, lakes, and tributaries, all persons engaged in controlling, erecting, dismantling, and repairing, operating and assisting in operation, erecting, dismantling or the repair of, all refrigerating machines or units and engines used on open and heavy construction, motor generators (when used for welding and cutting or for converting or transforming electric current) irrespective of their motive power, all machines used to sweep, clean and remove debris and snow from streets and roads, all sand-blasting, and other machines and boilers used in the cleaning and washing of buildings, all persons engaged in controlling, operating, or assisting in operating, maintaining, and assisting in maintaining all facilities, all electronically controlled construction equipment, all nuclear power equipment, including all drilling for nuclear operations and methods, all equipment used in oil drilling, all emulsion distribution machines, and all remote control machinery used in operating equipment, all operations of helicopters used in construction. All off

road material hauling equipment Heavy equipment robotics operator/mechanic; Concrete cleaning decontamination machine operator; Ultra high pressure waterjet cutting tool system operator/mechanic; Master environmental maintenance mechanic; Horizontal directional drill operator; Vacuum blasting machine operator/mechanic, Vermeer Jet Blast machine operator, and stationary rock slinger on commercial & prevailing wage work.

Section 3. Coverage: This agreement covers the following classes of construction:

- (a) Highway, Street and Bridge projects done for the Department of Transportation, the Counties, the Townships and Municipalities of the State of Illinois.
- (b) Heavy Construction, Railroad, Flood Control projects, Levees and Drainage projects, Sewer and Water Line Work, Buildings, let severally and jointly with these projects, Pipeline construction, Underground Gas Storage, and Mine Reclamation.
- (c) Building Construction shall include the construction of building structures, including modifications thereof, or additions, or repairs thereto, intended for use for shelter, protection, comfort, or convenience. Building Construction shall include the demolition of and excavation of foundation for building construction.
- (d) Airport Projects.
- (e) The Local production of materials, whether such materials are produced by the Contractor for himself, for his own use, or for him by contract with another. "Local production of materials" means the production of crushed stone, gravel, and/or other materials with portable or semi-portable crushing, screening or washing plants established or reopened, or to be established, in

the vicinity of the work for the purpose of supplying materials to be incorporated into the work on a designated project or projects.

- (f) This agreement shall not apply to permanent sand and gravel pits and rock quarries.

ARTICLE II

UNION SECURITY

Section 1: Qualifications: All present employees of the Contractor who are members of the Union as of the date of execution of this agreement shall maintain their membership in the Union in good standing, subject to the limitations contained in provisos to Section 8 (a)(3) and Section 8 (b)(2) of the Labor Management Relations Act (1947) as amended, as a condition of continued employment during the term of this agreement. All other present employees and all employees hired after the execution date of this agreement, shall, before the eighth (8th) day, acquire membership in the Union, subject to the time limitations and membership qualifications specified in Section (8) (a) (3) and Section 8 (b) (2) of the Labor Management Relations Act (1947), as amended, and maintain such membership in good standing during the term of this agreement, as a condition of continued employment.

Section 2. Notification: Upon written notice from the Union advertising that an employee has failed to maintain membership in the Union in good standing as qualified above, by payment of initiation fees and/or dues as required, the Contractor shall forthwith discharge the offending employee.

Section 3. Compliance: The Union agrees to comply with the Labor Management Relations Act of 1947, as amended. In the event this Act is repealed,

the Contractor agrees to enter into negotiations for a new Union Security clause.

ARTICLE III

REFERRAL OF APPLICANTS

Section 1. Referral: In order that the Employer shall have competent working force and to promote efficiency and safety of operation, the Associations and the Union agree that:

- (a) The Union will maintain a list of persons available for employment.
- (b) 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.
- (c) 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.
 - (e) Such additional information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.
- (d) Registration and referral of applicants shall be by groups as set out below. The term operating engineers as used in the Article is intended to be descriptive only and does not refer to or imply membership in the Union. Each applicant shall be registered in the highest group for which he/she qualifies; registrants in Group A shall be first referred, then Group B, then Group C. Referrals

shall be made on a first-in, first out basis within each group and according to qualifications and requirements of the employer requesting referral of applicants.

GROUP A

All applicants who have worked as Operating Engineers within a territorial coverage and job classification of this Agreement and who have worked in the unit covered by this agreement a total of at least 3000 hours in the five (5) years prior to January first of each calendar year or, who are graduates of or, in the Union's Joint Apprenticeship Program.

GROUP B

All applicants who have worked as Operating Engineers within the territorial coverage and job classifications of this Agreement and who have worked in the unit covered by this Agreement a total of at least 1500 hours in the five years prior to January first of each year.

GROUP C

All other applicants.

- (e) The Union shall refer to the Employer such applicants as are competent to fulfill the requirements of the position to be filled commensurate with rotation of registrants and who have acquired experience and possess the requisite skills for fulfillment of the vacant position as specified by the Employer.
- (f) The provisions of this article shall be posted by the Union at its premises where notice to members for referral is customarily posted.
- (g) The Registration of and selection of applicants for referral shall be on a non-discriminatory basis and shall not be based on or in anyway affected

by the Union membership, by Union By-Laws, rules and regulations, constitutional provisions, or any other aspect or obligation of Union membership, nor shall any supervisor in the employ of the Employer who holds membership be bound or any way affected in the performance of his duty for the Employer or by any obligation of Union membership, By-laws, rules, regulations, or constitutional provisions of the Union. It is agreed that neither the Union nor the Employer shall engage in or encourage employment practices, which discriminate against applicants or employees on the basis of race, color, religion, national origin, sex, age, disability, or veteran status.

- (h) The Employer reserves and shall have the right to accept or reject to employ or not to employ for just cause, any applicant furnished by the Union. Further, the Employer shall have the right to discharge for cause; subject to the grievance procedure contained herein, any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.
- (i) The Employer shall be the sole judge of and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer, except as otherwise provided in this agreement. There shall be no restrictions as to the use of the machinery, tools, or appliances. The Employer shall have the sole right to assign employees to machines.
- (j) Employers may request former employees for referral to a job or project and the Union referral office shall refer said former employees to the job or project provided they are properly registered applicants in the referral office, and are available for work at the time of request, and have been on the active payroll by the requesting Employer in the geographical area of the referral office within nine months prior to the request, and provided

- further, that no employee shall be laid off or discharged to make room for such former employee.
- (k) Employees once referred to an Employer by this referral office but working outside the geographical area of this referral office and on the active payroll of an Employer party to this agreement within nine months prior to the request shall be qualified for recall.
 - (l) The referral office shall be open for registration of applicants at least two hours during each normal business day. An applicant will lose his listing as an applicant unless he renews his application at least once every thirty-(30) days. The referral office shall make available for inspection the referral list upon request of Contractors party to this agreement.
 - (m) If, for any reason, the referral office is unable to furnish qualified and competent applicants within twenty-four (24) hours of the time that the request is made of the referral office (provided said twenty-four (24) hours do not include Saturday and Sunday), the Employer may secure applicants from other sources. If applicants are so employed from other sources, the Employer will furnish to the referral office the name and address of such new employee within twenty-four (24) hours.
 - (n) When an employee registers at the referral office, such employee shall be considered terminated by his/her employer.
 - (o) Operating Engineers must be on the "out of work list" for seven (7) calendar days before eligible for recall, except in the case of last employer.

Section 2. GRIEVANCE PROCEDURE. An Employer or an Applicant for employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of the

occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Association, and an impartial chairman appointed jointly by the Employer representative and the Representative. Such board shall consider the grievance and render a decision, which shall be final and binding. The board is authorized to issue procedure of rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangements. The cost of the third party shall be borne equally by all parties involved.

Section 3. COERCION. In the event the Union uses the referral procedure for the purpose of coercing the Employer, then the Employer can file a written complaint with the Union, which complaint will be subject to the grievance procedure contained in this article. In the event the arbitration board finds that the Union was in violation of this article with any one Employer, thereafter, that Employer may resort to any source that he may choose for the recruitment of needed employees, and the Union shall not have preferential rights for the referral of employees to this Employer throughout the remainder of the contract period.

Section 4. STEWARDS. Job Stewards will be appointed by the Business Representative of the Union if and when he sees the necessity or is requested to do so by the Employer. The Business Representative will promptly notify in writing the Contractor's home office of the name of the steward or stewards. A steward shall perform his assigned task the same way as any other employee and there shall be no non-working stewards. A steward shall not conduct Union business during

working hours. A steward shall have the responsibility to hear minor grievances and attempt to settle same in accordance with this working agreement, to help keep harmony on the job, and to make reports to the job Superintendent and the Business Representative of the Union of alleged violations of this agreement. A steward shall have no authority whatever to call a work stoppage, cause a slow down, or impose unethical conditions on the Employer or Employees. When a dispute arises the steward will contact the foreman or superintendent to determine an appropriate time, with the foreman's or superintendent's approval when the grievance will be handled in order to minimize interference with the work in progress.

ARTICLE IV

SUB-CONTRACTORS

Section 1: To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders, exercise directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms of this Agreement shall be applicable to all such work.

Section 2: The Employer shall not contract out or subcontract any job site work covered by this Agreement, or work traditionally performed by Local 318, to

any subcontractor or other person unless that subcontractor or other person is a party to a collective bargaining agreement with this Union or another Union affiliated with this Union.

ARTICLE V

OWNER-OPERATORS

The Owner-Operators shall abide by and comply with all terms and conditions enumerated in this agreement with respect to wage standards, fringe benefits, employment of operating engineers, and all other terms and conditions therein relating to employment.

ARTICLE VI

EMPLOYMENT SECURITY

In order to insure all engineers who are covered by this agreement against the hazards of unemployment, resulting through no fault of their own, all Contractors not required to pay contributions under the Illinois Unemployment Act, shall voluntarily elect to become subject thereto in the manner provided by said Act and the regulations promulgated thereunder.

ARTICLE VII

WORKING CONDITIONS

Section 1A. HOURS AND OVERTIME. Eight (8) hours shall constitute a regular day's work, Monday through Friday, the same shall be between the hours of 7:00 a.m. and 5:00 p.m. All work performed in excess of eight (8) hours each day and all work per-

formed on Saturday shall be paid at time and one-half the regular rate. All overtime work performed on all types of construction shall be time and one-half the regular rate, except for work performed on Sundays and Holidays. After working 16 hours in succession the operator shall have 8 hours rest.

All time worked before the established starting time shall be paid for at the overtime rate, except bridge pours and breakdowns, when the engineers elect to come out early to make repairs rather than complete the previous night. Starting time for sawing joints and centerline will be established by a conference between the Union and the Contractor. The Contractor may start one hour earlier than the regular established starting time a portion of work in order to prepare site or materials to facilitate a continuous work schedule. Any starting time earlier than one hour before the established starting time must be approved by the Union.

If the employee is required to report to work one hour earlier than the established starting time and said employee's services are not required, said employee shall be paid one hour overtime and one hour at regular rate for reporting. Should the employee be required to report to work more than one hour earlier than the regular established starting time, and in the event this is less than two hours, said employee shall receive straight time for the remaining time needed to total two hour reporting time. An employee required to report before the established starting time and having been directed to start work and continues to work past the established starting time shall be paid overtime rate for all hours prior to the established starting time and four hours for having worked after the established starting time. An employee starting before the established starting time shall not be entitled to the four hours for starting unless said em-

ployee works past the established starting time.

Starting time, once established, shall not be changed unless the Union and Contractor agree.

Sundays and Holidays shall be paid at a rate that is double the regular hourly rate of pay.

Section 1B. By mutual agreement between the Contractor and the Union, where legal, the Contractor may choose the option of working four (4) ten (10) hour days, Monday thru Thursday, at the straight time rate. In the event inclement weather or Holiday causes a loss of time during those four days, Friday may be used to make up the remaining hours needed to complete a forty (40) hour work week, however, no employee required to work Friday shall work less than an eight (8) hour shift, and all hours in excess of forty (40) hours for the week shall be paid for at the applicable overtime rate. Inclement weather shall be defined as rain, sleet, snow, or falling temperature, which causes the contracting or inspecting agency to halt work. If an employee is required to work during the lunch period, or, before the regular established starting time, or, over ten (10) hours in one day, said employee shall be paid at the overtime rate, and all time worked by an employee on Saturday shall be paid at the time and one-half rate and all Sunday and Holidays shall be paid for at the double time rate.

Any employee starting during the calendar week shall be paid in the same manner as the rest of the employees should Friday be used as a make-up day.

Mechanics and/or equipment greasers used on this work shall be permanently assigned to the crew, otherwise, shall be paid in accordance with Article VII Section 1A of this agreement.

If an employee reports to work he shall be paid not less than two hours, if not called off, and if the employee starts to work, shall not be paid less than four (4) hours, and after four (4) hours shall not be paid less than ten (10) hours for that shift, however, if inclement weather causes a work stoppage, the employee shall not be paid less than two (2) hours for reporting, if not called off, and if the employee starts to work shall not be paid less than four (4) hours, and if the employee works over four (4) hours, shall not be paid less than six (6) hours, and if the employee works over six (6) hours shall not be paid less than eight (8) hours, and if the employee works over eight hours shall not be paid less than ten (10) hours.

The Contractor agrees that when using this option it shall be for the duration of the job, from start to finish, and shall not be changed unless mutually agreed upon by the Business Representative of the Union and the Contractor.

Section 2. SHIFT WORK

- (a) Where two (2) shifts are worked, the regular established starting time, and lunchtime, for these shifts shall be established by mutual agreement at the pre-job conference between the Contractor and a representative of the Union.
- (b) The Contractor shall pay a shift differential of fifteen (.15) cents per hour for the second shift and (.20) cents an hour differential for the third shift or the highest paid shift differential of the other crafts whichever is the greatest.
- (c) After a single shift has been in operation, should the Contractor decide to operate two (2) shifts with a different starting time for the first shift, a conference shall be called between the parties, and if mutual agreement is reached, a new starting time can be re-established for the first shift to be followed by a second shift.

- (d) When three shifts are worked, the first shift shall begin at 8:00 a.m., the second shift at 4:00 p.m., and the third shift at 12:00 midnight. It may be mutually agreed upon that a rotating shift of four (4) men instead of three (3) may be used when operating a seven (7) day per week continuous shift basis.
- (e) Any job which operates 24 hours per day for three (3) days or more, shall work three (3) eight hour shifts.
- (f) Second shift work shall not be for less than eight (8) hours unless stopped by inclement weather.
- (g) It may mutually agreed to keep from working a hardship one the Contractors and the men, where three (3) shifts are worked, provided other crafts employed on the job are agreeable, the first shift of the week may start on Monday morning at 8:00 a.m. rather than starting at 12:01 a.m. on Monday. The fifth shift would end on Saturday at 8:00 a.m., at single time. The sixth shift would end at 8:00 a.m. on Sunday at time and one-half.

Section 3. HOLIDAYS New Year's Day, Decoration Day, Independence Day, Labor Day, Veteran's Day on November 11th, Thanksgiving Day, and Christmas Day, shall be the Holidays recognized and observed by this agreement.

Time will be permitted for voting in elections only as specified by valid State or Federal Laws.

NO WORK shall be performed on Labor Day, except to save life or property.

Section 4. TRANSFER OF OPERATIONS. The Union will obtain the consent of and Operator's current Employer before such operator may be transferred to another contractor.

Re-assignment of Operating Engineers between November 1st and March 31st shall be discussed with either the Steward or Business Representative and the Contractor or Contractor's representative.

Section 5. CHANGING MACHINES. An Employer shall have the right to make one complete change in the assignment of an employee during a single day. This shall be interpreted to mean that an employee may begin the day on one machine and then be reassigned to another machine and thereafter reassigned back to his original machine. Reassignment to other machines due to breakdown or repair shall not constitute a change. When an engineer is changed from one machine to another and there is a difference in the wage scale, the highest rate shall prevail for the entire shift. Reassignment of operating engineers to different machines may be made by the Contractor, provided it does not replace a man previously assigned to the machine. It is understood that this paragraph shall not apply to minor equipment such as: Earth-rollers and form graders on paving work, small mixers, small pumps, compressors, light plants, generators, welding machines, heaters, conveyors, concrete saws, fork-lifts unloading materials, straw blowers, belt-drag machines, power broom, mechanical plaster applicator, wood-chipper, self-propelled walk-behind rollers or compactors.

Section 6. SAFETY REGULATIONS AND PROTECTION OF ENGINEERS.

- (1) It is recognized there are important roles to be performed by the employees, Union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state so as to encourage efficient and safe operations.

It is important to succeed in this cooperative effort because it also is recognized that failure can mean emotional and financial hardship to the employee and a threat to the security of his family.

It is because of these mutual benefits that the employees, Union officials and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to this Agreement.

- (2) Each Operating Engineer shall be required to successfully complete the Ten-Hour OSHA 500 Construction Safety and Health Course every three (3) years to maintain their safety awareness and competence. After May 1, 2004, Employers may request referral of Operating Engineers who have completed the Ten-Hour OSHA Course and refuse, without penalty, Operating Engineers who have not completed the course.
- (3) The Employer will provide non-prescription safety glasses, hard hats, and other OSHA-required safety equipment. All Operating Engineers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection.
- (4) The Employer shall provide reasonable heat and reasonable protection for his employees who are covered by this Agreement. Said protection shall include, but not be limited to umbrellas, heat houses, and protection from falling debris. Reasonable protection shall be provided for the Engineer and the machine he

operates. Bulldozers and tractors doing volume-clearing work shall be equipped with a cab. All safety precautions shall be no less than State or Federal Laws. A safe protective cab with side guards shall be furnished on all clearing tractors.

- (5) A boatman shall be Employed at all times when employees covered by this Agreement are working on or over water, on navigable streams and lakes where the Union and Employer deem it necessary to comply with safe practices.
- (6) The Employer and all employees agree to abide by all federal, state, local and company safety policies. Failure on the part of an employee to comply with these safety rules and policies may be grounds for dismissal.

Accident reports shall be forwarded to the local Union upon request.

Drinking water shall be furnished by the Contractor, with ice when weather warrants.

Section 7. REPAIRS, ADJUSTMENTS, AND MECHANICS. Operating Engineers shall make all minor repairs and adjustments, and at all times, insofar as it is in their power, shall keep their equipment in good order and repair. All major repairs shall be performed by the mechanic, including major repairs to those pieces of equipment which require an Operating Engineer and an Assistant Operator. The term "mechanic" as used in this agreement, applies to that classification of personnel performing duties within the jurisdiction of work covered and described in this agreement.

- (a) Foreman shall not make repairs or adjustments of any nature in the field.

- (b) Engineers and firemen with mechanic shall wash out boilers and make all necessary repairs on their machine, installing or removing of machinery, pipe fitting and repairing, and repairing necessary to operate the same, and shall receive the regular rates of wages, applying to that day, for the same. No Engineer shall be allowed to perform any duties outside of his class of work.
- (c) All mechanics shall be covered by this Agreement. The Contractor shall be the sole judge of when and where a mechanic is required. It shall also be optional with the Contractor whether or not he retains an Operating Engineer to assist the mechanic doing repair work.
- (d) Once a mechanic is called, he shall remain on the job as long as six major or ten minor, or combination of ten units remain working on this job, under the same employer. No equipment is to be removed from the job to be repaired unless the mechanic remains on the job.
- (e) It is agreed and understood that the mechanic may operate any piece of equipment in the case of EMERGENCY. It is understood that if any operator, through no fault of the contractor, leaves equipment at any time during a shift, a mechanic may be assigned to operate equipment, for the balance of the shift.
- (f) In the event a machine breaks down and a mechanic undertakes the repair, the operator and Assistant Operator, if any, shall assist the mechanic for the rest of the shift or be assigned to an idle piece of equipment to which an operator is not assigned. A shift shall consist of the hours the job or project has been working previously. EXAMPLE...If a job has been working ten hours, then shift consists of ten hours, if job has been working eight hours, then shift consist of eight hours.

- g) The mechanic may perform work on any piece of equipment on the job to which an operator is not assigned or which is idle equipment.
- h) The Contractor must have an Operator or a Mechanic employed on the job prior to calling in a service mechanic to perform work in the field. The operator or mechanic shall be retained on the job but may be reassigned to operate or repair other equipment on the same job. In the event more than one service mechanic is used at any time, there will be a mechanic helper (an operator) to assist the service mechanic.
- (i) When a mechanic is employed on the job, he shall be furnished transportation on the job if necessary, and shall be furnished a safe place to keep his tools. The mechanic shall furnish all wrenches and other such hand tools, and the Contractor shall furnish all welding equipment, cutting tools, heavy-duty pullers and compressor, power tools and other such tools.
- (j) In the event the mechanic is not a competent welder, welding may be assigned to a competent welder on the job, or the piece may be removed from the job site to be welded.
- (k) The Head Mechanic shall be a member of Local Union 318, 318A, 318B, or 318C.
- (l) Field mechanics working in permanent shops with separate signed collective Bargaining Agreements may be paid shop scale only thru the following period: November 1st thru March 31st. At all other times, whether in a shop or in the field, they shall be paid the regular construction scale. This applies to shop operators also.
- (m) Mechanics Premium pay:
For mechanics with tools up to 1 1/2" not driving a company owned mechanics truck to and from work shall be paid \$1.25 per hour.

Section 8. MANNING REQUIREMENTS FOR ASSISTANT OPERATOR, FIREMEN, DECKHANDS AND MINOR EQUIPMENT.

- (a) There shall be a fireman or an Assistant Operator on all equipment which customarily uses an Assistant Operator or fireman, such as cranes, back-hoes, skimmer scoops, clamshells, draglines, shovels, derricks, locomotive cranes, pile drivers, paving-mixers, asphalt spreaders, tower cranes, and track and or truck mounted drill rigs on caisson work.
- (b) Assistant Operator SHALL be required on the following machines: Hydraulic track backhoes, with maximum rated APSCA capacity of more than 3 cu.yd. All crane cable type backhoes regardless of size. Truck mounted backhoes, hydraulic or cable, regardless of size. Asphalt Bam Spreader; Asphalt Paving Machine; CMI and/or similar equipment, All cold milling machine except for those provided for in Paragraph C; Ditching machine 80 h.p. or over; Self-contained (single cab) cherry picker type cranes or similar with over 40 ton lifting capacity; Truck mounted cranes with two cabs, hydraulic or cable regardless of size; All Dredges, regardless of size; Deck-hands on boats on all rivers, lakes, and tributaries.
- (c) Assistant operators shall NOT be required on the following machines: Hydraulic track back-hoes with a maximum rated APSCA capacity of 3 cu. yd. or less, or back-hoes with larger capacity top loading or doing site excavation in uncongested areas on highway and/or levee construction, it is agreed that the greasing and maintenance shall fall under the operators' jurisdiction. In the event the Contractor deems it necessary because of working conditions that additional help is needed on these machines, it is agreed this work will be assigned to engineers in accordance with the

referral system that is a part of this agreement. Rock or joint saws mounted on T-600 Vermeer or similar machine. Grade-all that can be moved by remote control from the Operator's cab. Ditching machines less than 80 h.p. including T-600 Vermeer or similar. Stationary Paving Mixer Small Utility milling machine with less than three foot head. All road-widening equipment, Concrete or Aggregate spreading machines. Self-contained (single cab) cherry picker type cranes or similar with 40 ton or less lifting capacity. Crane for work of two (2) continuous hours or less on Bridge type work, after 2 hours shall be required to pay an assistant operator.

- (d) It shall be the duty of the fireman to start and stop all pumps necessary to pump off asphalt or bituminous material from transports or cars at the top rate for the job.
- (e) Whenever it does not interfere with the work of another craft, the Assistant Operator or fireman when not oiling, greasing, or firing his assigned machinery, shall perform the duties of ground man around the machine such as hooking mats, resetting mats, directing buckets, etc.
- (f) Assistant Operator on cranes, mixers, and other pieces of equipment requiring an assistant operator, and operators of air compressors shall keep the machine clean at all times and shall at times be in attendance to the piece of equipment, except when necessary to procure something essential to the operations of their machines. The assistant operator shall grease his machine during the lunch hour of the operator.
- (g) It is agreed where an operator is employed on the job, he shall be allowed to operate his assigned machine and protect the jurisdiction of one of the following:
One pump with four-inch intake or less, excluding pumping materials.

All pumps regardless of size are the jurisdiction of Operating Engineers,
one 10kw generator,
one compressor 200 CFM or less,
one light plant or welder.

Any combination of this machinery to be used on the job shall be mutually agreed by the Contractor and the Union.

- (h) No assignment of operators will be required on electric powered conveyor, however, any conveyor using combustion engines, as the power source shall require an operator. If an operator assigned to run a self-propelled chip spreader is paid top scale, an operator will not be required to run the conveyor.
- (i) No operators shall be required on motor-driven heaters when used for the purpose of providing heat for workers.

Section 9. GREASING. It shall be optional with the Contractor whether or not he uses an equipment greaser. The equipment greaser may grease any piece of equipment on the job whether or not an operator is assigned to it. Off-shift greasing will be permitted at the regular rate.

Section 10. DRINKING/CONTROLLED SUBSTANCES

Operating Engineers will obey all current lawful EBOLT policies.

The Employer agrees to be bound by and a party to the Agreement and Declaration of Trust creating and establishing the EGYPTIAN BUILDERS AND ORGANIZED LABOR TOGETHER (EBOLT) SUBSTANCE ABUSE SCREENING TRUST FUND, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such

Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein. Copies of the Trust Agreement and Policy are available from EBOLT, PO Box 880, Carbondale, IL. 62903.

Each Employer agrees to make the contribution set forth in the current Wage Package to the above referenced Agreement for each hour worked by covered Employees. The trustees have the right to raise or lower the hourly rate for EBOLT upon proper notice to Local 318. It is agreed by the trustees of the Joint Apprenticeship & Training Fund to include EBOLT on its collection form. The Employer shall make payment of contribution on the form furnished by the Union within the time period specified on such form.

Section 11. INSURANCE. The Contractor shall at all times carry all insurance coverage required by State and Federal Laws.

Section 12. PAYMENT OF WAGES.

(a) The Contractor shall pay wages weekly, and the payment shall be in full for the payroll period. Payment shall be made before quitting time, within five business days after the ending of the payroll period and shall be in cash or by check as may be agreed upon by the Contractor and the Union. Contractors agree to note on the employee's check stub the Company name, the employee's name or social security number, and the number of straight hours and the number of overtime hours providing the payroll equipment used can be adjusted to show same. **WHEN AN ENGINEER IS LAID OFF, HIS CHECK SHALL BE IN THE MAIL WITHIN SEVENTY-TWO HOURS** excluding weekends and holidays. **WHEN AN ENGINEER IS FIRED, HIS CHECK**

SHALL BE IN THE MAIL WITHIN TWENTY-FOUR HOURS excluding weekends and holidays. If the Contractor fails to abide by the terms as set forth in this paragraph, the Engineer(s) shall be paid for all time waited. All wages shall be paid on the hour and half-hour.

- (b) **BOND REQUIREMENTS**, For cause, unless waived by mutual agreement between the Union and Employer, an Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one (1) full year immediately preceding the execution of this Agreement or has previously been delinquent in the payment of benefits (providing said Employer was required to report fringe benefits) for a period of thirty (30) days, shall obtain and maintain during the term of this Agreement a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000) to guarantee his employees working under this Agreement the payment of wages and fringe benefits, including Pension Plan, Health and Welfare Plan, Joint Apprenticeship and Advanced Training Fund, Supplemental Dues Check-off payments, Building and Transportation Fund and Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund. 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.

In the event of failure, default or refusal of the Employer to meet his obligations to their employees of the Pension Plan Health and Welfare Plan, Joint Apprenticeship and Advanced Training Fund, Supplemental Dues Check-off payments, Building and Transportation Fund and Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, after written notice to the Employer and bonding company, may file claim to obtain payment, costs and reasonable attorney's fees there from of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an 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 said Employer. Bond shall remain in full force and effect for a period of ninety- (90) days after job completion.

Section 13. REPORTING.

- (a) If the services of an employee are not required he shall be so notified the previous day by the foreman or whoever may be in charge, otherwise, he shall report and be allowed two hours pay applying to that day for reporting. Employees shall report to the foreman and if as directed, they shall remain on the job for two hours pay. If an engineer, fireman, or assistant operator starts to work he shall receive no less than four (4) hours pay, if he works more than four (4) hours, he shall be paid eight (8) hours for that day and shall remain on the job if so instructed, however, in the event inclement weather causes a work stoppage the reporting time shall be as follows:

- The employee shall receive two hours show-up time (if not called off) and if the employee starts to work shall be paid not less than four (4) hours, if the employee works over four (4) hours said employee shall be paid not less than six (6) hours, and if the employee works over six (6) hours shall be paid not less than eight (8) hours.
- (b) Each employee shall give the Contractor a telephone number where the employee may be reached, which number the Contractor shall call to notify the employees if there is to be no work. Such notices shall be reasonably in advance of starting time, considering the distance the employee must travel to the job. When weather conditions are unfavorable, employees who have no telephone shall ascertain for themselves whether there will be work by contacting an engineer working on the same project who has a telephone, or by calling (collect) the Contractor. The Contractor shall have no obligation to pay show-up time to those employees whom the Contractor or his representative cannot, by diligent effort, contact to notify them that their will be no work because of weather conditions or equipment breakdown. If an employee is called to Work after the regular starting time then his day shall start at the regular starting time.
- (c) The reporting time for Saturdays, Sundays, and Holidays shall be as stated above, however, in the event INCLEMENT WEATHER causes the stoppage of work on those days, employees will be paid for time actually worked, but in no event less than two (2) hours at the rate applicable to that day.
- (d) Where the Contractor has a job on the river, Contractor shall furnish transportation with no charge to employee from the bank to the project.

ARTICLE VIII

COMPLETENESS OF AGREEMENT

All understanding, agreements, and undertaking of the parties hereto, touching the subject matter hereof, are embodied herein, and none of the parties shall be affected during the existence of this agreement, by any rules, regulations, or, understandings, touching the subject matter of this agreement, whether oral or written, which are not expressly incorporated herein.

ARTICLE IX

NO CHANGES IN WAGES DURING CONTRACT HEAVY HIGHWAY BUILDING

It is further stipulated and agreed, and the Union specifically agrees that it will not raise, increase, attempt to raise or increase, or in any way change, or attempt the change, the scale of wages to be paid employee as herein provided during the work and completion of any job bid in for which a bid was made and/or contract entered into by any of the affiliated members of the contracts during the terms of this agreement, whether such job is completed during the term of this or any succeeding agreement, it being established herein to be the policy of both parties hereto that the contractor and it's affiliated members shall have financial safety and security guaranteed it and them to complete any job bid in at the wage scale provided in this agreement at the time such job was bid in, provided said job to be completed by April 30, 2003. Contracts let after January 1, 2003 are subject to wages as herein provided including retro-active pay for that portion of work already completed prior to the execution of this agreement. All other increases in wages, fringes, or other compensation

will become effective on the dates as shown in ARTICLE XX of this agreement.

ARTICLE X

GRIEVANCE PROCEDURE - ARBITRATION

During the term of this agreement, there shall be no stoppage or slow down of work on the part of the Union and no lockout on the part of the Contractor for any difference arising out of the interpretation or application of any of the provisions contained in this agreement, excluding wages and fringe benefits. If matters cannot be settled and adjusted quickly between the steward and the foreman or superintendent, such matter shall be taken up between a representative of the Contractor and a representative of the Union. If the matter, question, or difference cannot be settled by such representatives satisfactory to both parties, the matter shall be immediately referred to top management of the Company and the representative of the Union. If these two parties cannot resolve the dispute, it shall then be referred to a representative selected by the Association, and a representative of the General President of the International Union. If the dispute has not been settled in the foregoing steps, it shall then be referred to an arbitrator by the last two mentioned representatives selecting a third arbitrator from a panel submitted by the Federal Mediation and Conciliation Service. The decision of this arbitrator shall be final and binding on both parties and the expenses of this third arbitrator shall be borne equally by both parties. In rendering his decision, the arbitrator shall not have the authority to add to, subtract from, modify, or amend any provision of this agreement.

ARTICLE XI

JURISDICTIONAL DISPUTES

Should a jurisdictional dispute arise between this Union and one or more Unions, there shall be no stoppage or slow down of work. The Contractor shall exercise due diligence in assigning to the Union such task for which it has been given jurisdiction as determined by the language in prior decisions or agreements, if any, as approved by the Building and Construction Trades Department of the AFL-CIO or approved by the National Joint Board for the settlement of Jurisdictional Disputes, Building and Construction Industry. In the event a jurisdictional dispute arises between or among two or more unions, such dispute shall be referred to the National Joint Board for the settlement of jurisdictional disputes and the decision of the National Joint Board shall be placed in effect immediately.

ARTICLE XII

NOTIFICATION TO UNION & PRE-JOB CONFERENCES

Section 1. Every Contractor who is or becomes a party to this agreement shall notify the Business Representative of the Union before commencing work on any project within the territorial jurisdiction of the Union and the Contractor shall inform the Business Representative of the nature and location of the project by him to be undertaken and probable number and classifications of operating engineers estimated to be required on said project. The Contractor shall meet with the Business Representative of the Union at a date, time and place established by mutual agreement and not more than five (5) days be-

fore commencement of work on the project for the purpose of holding a pre-job conference and the Contractor shall make arrangement for the referral of engineers to the project in accordance with the contractual referral provision.

Section 2. Contractors or Employers located outside the territorial jurisdiction of Local 318 shall be allowed to clear in one Key-operating Engineer, only after an operating engineer has been referred from Local 318. The Local 318 operator shall be the first operator on the job and the last to be laid off upon completion of the job.

ARTICLE XIII

FRINGE BENEFITS

Section 1 Health and Welfare. In addition to wages set out in Article XX of this document, the Employer agrees to pay \$4.00, in the first year of this agreement, starting January 1, 2003 for each payroll hour of an employee under the terms of this Agreement into a Health and Welfare Fund, which shall be jointly administered by Employers and employees in accordance with all provisions of Federal Laws governing Welfare plans and those laws that make contributions to Health and Welfare deductible as an expense under applicable Internal Revenue Laws and regulations. In each Subsequent year of this Agreement, any increase in payments to the Health and Welfare Fund shall be in such amount as determined by the Union in Accordance with Article XIV of this Agreement.

Section 2 PENSION. On work covered by this Agreement, the employer agrees to pay into the Pension Fund of Local 318 on the following basis.

- (a) Effective January 1, 2003 in addition to the wages here in set out, the Employer shall pay \$5.35, in the first year of this Agreement, to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers for each payroll hour of the employees covered by this Agreement when they are employed on work within the territorial jurisdiction of Local 318. In each subsequent year of this Agreement, any increase in payments to the Pension Fund shall be in such amount as determined by the Union in accordance with Article XIV of this Agreement.
- (b) Payments shall be made in the manner and form, and in accordance with the rules and regulations as adopted by the trustees of the central Pension fund of the International Union of Operating Engineers located at: 4115 Chesapeake St., N. W., Washington, D.C. 20016. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement. The employer designates as his representative among the trustees of said fund such trustees as are named in said Agreement and Declaration of Trust as Employer trustees, together with their successors elected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time. The pension Trust Fund shall be administered in accordance with all provisions of applicable law.

ARTICLE XIV

FRINGE BENEFITS OPTIONS

It is understood and agreed by all parties that the distribution of the negotiated Fringe Benefit package, which shall include only Health and Welfare and Pension combined, granted by this Agreement, shall at the option of the Union be allocated in a manner to cover the cost of Health and welfare with the difference to be applied to the Pension Fund on each anniversary date of this Agreement.

ARTICLE XV

TRUST INDENTURES

- (1) Each Contractor, party hereto, binds himself to the indentures of the Health and Welfare Fund, Pension Fund, Joint Apprenticeship and Advanced Training Trust Fund and EBOLT Drug Screening Trust Fund provided by this agreement.

- (2) Each contractor shall file appropriate reports and make contributions to the funds established under Article VII Section 10, Article XIII, Article XIV, Article XVI, and Article XVII in accordance with the requirements established by the Trustees of each of the Funds. Should the Employer fail to file timely reports or make timely contributions, the Employer shall be liable to the Funds for interest, liquidated damages (not to exceed 20%), costs and attorney's fees. Failure of the employer to make timely payments, contributions, or file reports shall entitle the Funds to bring legal action against the employer for reports, contributions, interest, liquidated damages, and attorney fees.

- (3) Contractors shall report the hours of owner operators used on a form supplied by the union.

ARTICLE XVI

JOINT APPRENTICESHIP & ADVANCE TRAINING

- (1) The parties to this agreement hereby establish the Operating Engineers, Local 318 Joint Apprenticeship and Advanced Training Fund. The said fund is established under the trust indentures and the Contractors shall have three (3) Trustees and the Union shall have three (3) Trustees. The Trustees shall establish such rules and regulations as are necessary to implement the purpose of the Fund.
- (2) The Contractors shall pay to the Operating Engineers Local 318 Joint Apprenticeship and Advanced Training Fund contributions for all hours worked by employees covered by this agreement including overtime hours and all other premium pay hours.
- (3) Payment by Contractors to the said Fund shall be made monthly and remitted to the Trustees or a depository designated by them not later than fifteen (15) days following the end of each month except that upon completion of a project or upon lay-off or termination of employees covered by this agreement from a project, all contributions due the Fund shall be remitted within ten (10) days following the project termination or lay-off of Employees.
- (4) In the event that the amount of contribution provided for herein does not meet the requirements *of the Fund for the full and proper execution of its purposes, the Contractors agree to enter into negotiations with the Union upon request made by the Union for the purpose of increasing the amount of the contribution to meet the Fund*

requirements. Service by the Union of request for such negotiations shall serve to render inoperative any limitation in this contract on the right of the Union to engage in a cessation of work.

- (5) In the event that a Contractor defaults or is delinquent in making payments of contributions to the Fund, the Trustees of the Fund or the Administrator designated by them or the Union shall have the right to institute suit for recovery of contributions without notice to the Contractor and in the event that suit for recovery for contributions is filed, the delinquent Contractor shall be liable to the Fund and/or Union for all costs and expenses incurred in such litigation together with reasonable attorney's fees.

ARTICLE XVII

INDUSTRY ADVANCEMENT FOUNDATION

- (1) It is further agreed by the Contractors and the Union that, effective as of and retroactive to January 1, 2003, the Employers shall pay a (\$.10) cents per hour for each hour worked, for each of the covered employees, for the purpose of establishing a Industry Advancement Foundation, which Foundation shall be dedicated to the purpose of advanced crafts training, advanced training and education, safety education, public relations, and market development and other educational and informational betterment of such employees and the common good of the Construction Industry. This Foundation shall be constituted in such a manner that the payments to such Foundation shall be a deduction under the Internal Revenue Code of the United States and shall conform to all Laws of the United States and its subdivisions and agencies.

ARTICLE XVIII

OPERATOR ACTION FUND (O.A.F.)

It is further agreed by the Contractor and the Union that, effective as of January 1, 2003 deduct (\$.10), for each hour worked and remit said funds to the Operating Engineers Local 318 "Operator Action Fund" together with a list of names of employees from whose pay deductions were made. The purpose of said deduction going to establish a fund to be used by the Union as a political, charitable, and legal defense fund for the good and welfare of the Union Membership.

ARTICLE XIX

DUES CHECK OFF & BUILDING, TRANSPORTATION FUND

- (1) **DUES CHECK OFF**, Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this agreement, whichever occurs sooner, the Employer shall deduct from such employee's wages Union Dues in the amount as specified in Article XV, Two and one half percent (2.5%) of the total gross package per hour worked. The Employer shall remit same to and as directed by the duly authorized representative of said Union together with a list of names of employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by registered mail to the Employer and Union during the ten (10) day period prior to the end of any applicable yearly period, or during the (10) day period prior to the termination of any applicable bargain-

ing agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing requirements, the authorization shall be renewed for an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner. The failure of any employee to sign a written authorization card does not relieve him or her from the obligation of paying these dues to the Union. The only purpose of this card is to allow the contractor to pay the dues for the member.

(2) Building & Transportation Fund

- (a) Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this agreement, whichever occurs sooner, the Employer shall deduct from such employee's wages Building and Transportation Fund in the amount of ten (\$.10) cents per hour. The Employer shall remit same to and as directed by the duly authorized representative of said Union together with a list of names of employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by registered mail to the Employer and Union during the ten (10) day period prior to the end of any applicable yearly period, or during the (10) day period prior to the termination of any applicable bargaining agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing requirements, the authorization shall be renewed for an additional yearly period or until the end of the collective bargaining agreement, whichever

occurs sooner. The failure of any employee to sign a written authorization card does not relieve him or her from the obligation of paying the Building & Transportation Fund to the Union. The only purpose of this card is to allow the contractor to pay the Building & Transportation Fund for the member.

- (3) Operating Engineers Local 318 will be responsible for any litigation arising from the Dues check off, O.A.F. Fund and Building & Transportation Fund from the paycheck of any Operating Engineer working within the territorial jurisdiction of this local union.

OPERATORS SHALL BE EMPLOYED ON THE FOLLOWING MACHINES AT THE RATES SHOWN BELOW:

ARTICLE XX

WAGES, MANNING REQUIREMENTS, ETC.

RIVER WORK AND LEVEE WORK ON MISSISSIPPI AND OHIO RIVERS, LAKES AND TRIBUTARIES

- (1) All Off Road Material Hauling Equipment
All Terrain Crane
All Power Boat Operators
Articulated Dump Truck
Asphalt Machine Spreader
Asphalt Plant Operator
Asphalt Widener
Autograder
Automatic Slipform Pavers
Backhoes
Barrell Grappler Devices (All)
Blacksmith

Blade Operators (All)
Boat Operators (All) Bridges, Dams & Waterways
Boilers
Boom or Winch Cat
Boom or Winch Type Trucks
Boring Machines - Horizontal
Clamshell, Orange Peel Operator
Concrete Breaker
Concrete Curb Machine
Concrete Finish Machine or Spreader Operator
Concrete Mixer Paver
Concrete Pump Truck
Concrete Plant Operator
Concrete Wheel Saw Operators
Cranes (All) Truck/Track/Rubber
Crane (Overhead) Operator
Derrick Guy or Derrick Trucks
Ditching Machines (All)
Dozer Operators
Dragline or Shovel Operators
Dredge Booster Pump
Dredge Engineman
Dredge Operator/Leverman
Drill Cat w/Compressor Mounted
Drilling or Boring Machine Rotary - Self-Propelled
Endloaders (All) Track/Rubber Elevating Grader
Flexplane
Forklifts (All)
Gradeall
Greasers
Heavy Equipment Robotics Operator
Hi-Lift
Hoists, Hoisting Engine
Horizontal Directional Drill Operator
Incinerators (Haz-Mat only)
Laser Screed
Locomotive/Operator
Master Mechanic
Mixers 21 cu. ft. or over

Motor Patrol
Piledriver Operator
Pulls & Scrappers
Power Pac & Controls (Pile Driving)
Pugmill
Pulverizer or Tillers
Push Cats
Quad Trac
Rotomill
Rubber Tired Farm Tractor with Attachments over ½ yd.
Self-Propelled Chip Spreader
Self-Propelled Roller w/Attachments
Shuttle Buggie
Sidebooms
Skidloader (Skidsteers)
Skimmer Scoop
Trench Machine Operator
Tuggers
Ultra High Pressure Water Jet Cutting Machine
Vacuum
Vacuum Blasting Machine Operator
Vac Jet
Welders
Well or Caisson Drills
Well Point Pumps - 2 or more
Wood Chipper w/Tractor

CLASS 1 EFFECTIVE:	1/1/03	4/1/04	4/1/05	4/1/06	4/1/07
Wages	24.10	24.80	25.50	26.20	26.90
Fringes Benefits	9.35	9.95	10.55	11.15	11.75
APP/TRNG	0.78	0.86	0.94	1.02	1.10
I.A.F.	0.10	0.10	0.10	0.10	0.10
EBOLT	0.12	0.12	0.12	0.12	0.12
Totals	34.45	35.83	37.21	38.59	39.97

- (2) Assistant Operators Required on:
- All Terrain Cherry Picker w/over 40 ton Lifting Capacity
 - Crane
 - Deckhand on all rivers, lakes, and tributaries
 - Dinky or Standard Locomotive
 - Ditching Machine (80 H.P. and over)
 - Dragline
 - Dredge
 - Gradall
 - Guy Derrick
 - Assistant Operators or Fireman on Crane
 - Pile Driver
 - Shovel
 - Trenching Machine
 - Truck Crane

CLASS 2 EFFECTIVE:	1/1/03	4/1/04	4/1/05	4/1/06	4/1/07
Wages	20.65	21.35	22.05	22.75	23.45
Fringes Benefits	9.35	9.95	10.55	11.15	11.75
APP/TRNG	0.78	0.86	0.94	1.02	1.10
I.A.F.	0.10	0.10	0.10	0.10	0.10
EBOLT	0.12	0.12	0.12	0.12	0.12
Totals	<u>31.00</u>	<u>32.38</u>	<u>33.76</u>	<u>35.14</u>	<u>36.52</u>

HIGHWAY, HEAVY, BUILDING

CONSTRUCTION WORK

CLASS A

All Off Road Material Hauling Equipment
All Terrain Crane
Articulated Dump Truck
Asphalt Machine Spreader
Asphalt Plant Operator
Asphalt Widener
Autograder
Automatic Slipform Pavers
Backhoes
Barrel Grappler Devices (All)
Blacksmith
Blade Operators (All)
Boat Operators (All) Bridges, Dams & Waterways
Boilers
Boom or Winch Cat
Boom or Winch Type Trucks
Boring Machines - Horizontal
Clamshell, Orange Peel Operator
Concrete Breaker
Concrete Groover
Concrete Grinder
Concrete Curb Machine
Concrete Finish Machine or Spreader Operator
Concrete Mixer Paver
Concrete Pump Truck
Concrete Plant Operator
Concrete Wheel Saw Operators
Cranes (All) Truck/Track/Rubber
Crane (Overhead) Operator
Derrick Guy or Derrick Trucks
Ditching Machines (All)
Dozer Operators
Dragline or Shovel Operators

Dredge Booster Pump
Dredge Engineman
Dredge Operator/Leverman
Drill Cat w/Compressor Mounted
Drilling or Boring Machine Rotary - Self-Propelled
Endloaders (All) Track/Rubber Elevating Grader
Flexplane
Forklifts (All)
Gradall
Greasers
Heavy Equipment Robotics Operator
Hi-Lift
Hoists, Hoisting Engine
Horizontal Directional Drill Operator
Incinerators (Haz-Mat only)
Laser Screed
Locomotive/Operator
Master Mechanic
Mixers 21 cu. ft. or over
Motor Patrol
Pile driver Operator
Pulls & Scrappers
Power Pac & Controls (Pile Driving)
Pug mill
Pulverizer or Tillers
Push Cats
Quad Trac
Rotomills
Rubber Tired Farm Tractor with Attachments over ½ yd.
Self-Propelled Chip Spreader
Self-Propelled Roller w/Attachments
Shot Blaster/Bridge Deck
Shuttle Buggie
Side booms
Skid loader (Skid steers)
Skimmer Scoop
Stationary Rock Slinger
Trench Machine Operator
Tuggers

Ultra High Pressure Water Jet Cutting Machine
Vacuum
Vacuum Blasting Machine Operator
Vac Jet
Welders
Well or Caisson Drills
Well Point Pumps - 2 or more
Wood Chipper w/Tractor

CLASS A EFFECTIVE:	1/1/03	4/1/04	4/1/05	4/1/06	4/1/07
Wages	24.00	24.70	25.40	26.10	26.80
Fringes Benefits	9.35	9.95	10.55	11.15	11.75
APP/TRNG	0.78	0.86	0.94	1.02	1.10
I.A.F.	0.10	0.10	0.10	0.10	0.10
EBOLT	0.12	0.12	0.12	0.12	0.12
Totals	34.35	35.73	37.11	38.49	39.87

CLASS B

(Oilers) Shall be Classified as Assistant Operators
Air Track Drill w/Compressor
All Machines used to Sweep, Clean, Broom or
remove debris or snow
Any type Tractor pulling Roller or Disc
Asphalt Plant Assistant Operators
Assistant Operators on Rotomills
Automatic Bins or Scales w/compressor or gen-
erator
Back-End man on Asphalt Machine
Bulk cement Plant w/Separate Compressor
Concrete Curb Machine requiring Electronics
Concrete Plant Assistant Operators
Concrete or Pump crete Pumps
Deck Hand on Boats
Dredge Assistant Operator/Mate
Power Broom
Self-Propelled Roller/Compactor
Straw Mulcher Blower
Stump Cutter Machine
Two Air Compressors (220 CFM or over)
Two Air Track Drills

CLASS B EFFECTIVE:	1/1/03	4/1/04	4/1/05	4/1/06	4/1/07
Wages	22.10	22.80	23.50	24.20	24.90
Fringes Benefits	9.35	9.95	10.55	11.15	11.75
APP/TRNG	0.78	0.86	0.94	1.02	1.10
I.A.F.	0.10	0.10	0.10	0.10	0.10
EBOLT	0.12	0.12	0.12	0.12	0.12
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Totals	32.45	33.83	35.21	36.59	37.97

CLASS C

- Air compressor w/valve driving piling,
- Assistant Operator (where required, refer to Article VII, Section 8).
- Elevator Operator
- Form Grader
- Man Lift (Scissor Lift) when lifting materials.
- Mechanic in permanent shops without separate signed collective Bargaining Agreements Nov. 1 thru March 31.
- Pile driver activating air or hydraulic valve regardless of location.
- Rubber-Tired Farm Type Tractor w/Blade/Bulldozer/Auger/Hi-Lift of ½ yd. or less.
- Self-Propelled Concrete Saw
- Self-propelled Robotics roller in use two (2) continuous hours or more shall be manned by an operating engineer.
- Self-Propelled Vibrator
- Truck Crane assistant operator,
- Two Conveyors

CLASS C Effective:	1/1/03	4/1/04	4/1/05	4/1/06	4/1/07
Wages	21.35	22.05	22.75	23.45	24.15
Fringes Benefits	9.35	9.95	10.55	11.15	11.75
APP/TRNG	0.78	0.86	0.94	1.02	1.10
I.A.F.	0.10	0.10	0.10	0.10	0.10
EBOLT	0.12	0.12	0.12	0.12	0.12
Totals	31.70	33.08	34.46	35.84	37.22

CLASS D

Air Compressor (220 CFM or over) One
Air Track Drill (one)
Automatic Bin
Belt Drag Machine,
Bulk Cement Plant w/Built-in Compressor running
off same motor or electric motor
Fireman or Switchman
Mechanical plasterer applicator
Pipe Tract Jack
Power Broom,
Self-Propelled Form Tamper
Trac-Air
Mixers - less than 21 cu.ft.
Mortar Mixer w/ski or pump
Mud jacks
One Well Point Pump
Wood Chipper

One Operating Engineer may operate or maintain any combination of the following pieces of equipment, not to exceed four (4), which shall be within reasonable distance; such combination may include the equipment in this classification:

Air Compressor (under 220 CFM) Four
Light Plants
Generators
Pumps
Conveyors
Motor Driven Heaters (2)
Welding Machines
Ulmac or Equal Spreader

CLASS D	1/1/03	4/1/04	4/1/05	4/1/06	4/1/07
Effective:					
Wages	20.00	20.00	20.00	20.70	21.40
Fringes Benefits	9.35	9.95	10.55	11.15	11.75
APP/TRNG	0.78	0.86	0.94	1.02	1.10
I.A.F.	0.10	0.10	0.10	0.10	0.10
EBOLT	0.12	0.12	0.12	0.12	0.12
Totals	<u>30.35</u>	<u>31.03</u>	<u>31.71</u>	<u>33.09</u>	<u>34.47</u>

DISTRIBUTION

The Local Union may distribute any part of the above negotiated wage increase into the existing negotiated funds, provided, such increase is requested and Egyptian Contractors Association is notified at least sixty (60) days prior to its effective date on each anniversary of this agreement. 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 moneys be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the union notifies Egyptian Contractors Association of its request, whereupon an addendum in writing describing such change(s) shall be incorporated in this agreement. It is further agreed that any Addendum as well as Illinois Prevailing Wage Forms will be jointly signed and executed by the parties and Egyptian Contractors Association will submit same to the Illinois Department of Labor for certification.

REGISTERED APPRENTICESHIP WAGES:

1ST YEAR APPRENTICE - 70% of Journeyman's Class A rate.

2ND YEAR APPRENTICE - 80% of Journeyman's Class A rate.

3RD YEAR APPRENTICE - 90% of Journeyman's Class A rate.

***AT NO TIME, HOWEVER, SHALL AN APPRENTICE'S WAGE BE MORE THAN THE RATE FOR THE CLASSIFICATION OF WORK THEY ARE PERFORMING.

OPERATOR FOREMAN:

Operator Craft foreman shall receive Class A rate plus \$1.00 per hour for his/her classification. The contractor will determine if a foreman is needed in all cases.

MECHANIC OWNED TRUCKS:

The need for Operator Mechanic owned trucks and the rate shall be as follows.

If the contractor wants/needs to rent the operator owned truck the rates shall be as follows.

Truck Rental

- (a) Basic equipped mechanics truck—Minimum \$ 25.00 per day plus fuel.
- (b) Mechanics Truck Fully equipped as follows:
Air compressor, Welder, Cutting torches,
Power/Air tools and Crane -Minimum
\$50.00 per day plus fuel.

PREMIUM PAY FOR HAZ-MAT WORKERS

LEVEL (A) will receive Class A plus \$1.00 per hour over their perspective rate.

LEVEL (B) will receive Class A plus \$.75 per hour over their perspective rate.

LEVEL (C) will receive Class A plus \$.50 per hour over their perspective rate.

LEVEL (D) will receive Class A plus \$.25 per hour over their perspective rate.

SPECIALIZED HAZ-MAT EQUIPMENT

Heavy Equipment robotics operator/mechanic; concrete cleaning decontamination machine operator; Ultra high pressure water jet cutting tool system operator/mechanic; Vacuum blasting machine operator/mechanic; master environmental maintenance mechanic, (Class A Scale)

CRANE CERTIFICATION

The contractors agreed that all Certified Crane Operators shall receive the rates set forth below, above their top rate of pay:

\$ 1.50 per hour above Top Scale
+ long boom compensation

LONG BOOM AND FIXED LEAD PAY

Includes Jibs, Draglines, Clams and other crane shall receive in addition to wages listed above the following premium pay,

110' to 149' .50 (50 cents) per hour

150' to 199' additional .50 (.50 cent) per hour

200' and over additional .01 (1 penny) per Foot per hour

Example: 250' boom 110'- 149 is .50, 150'-199' is .50, 200 thru 250 at .01 per foot is .50 for a total of \$1.50 long boom pay.

Tower Cranes

Tower Cranes shall be measured from the base/ground to the operators cab; the pay rate shall be certification premium plus .01 (1 penny) per foot above class A scale for each hour worked.

BLACKTOP OR ASPHALT PLANTS

It is agreed that manning of blacktop plants shall be no less than: Plant Operator, Plant assistant operator, End-Loader Operator, if loader is used to charge hoppers. In the event a crane is used to charge hoppers, a crane operator and assistant operator shall be required on the same. In the event that the plant aggregate drier is fired manually by non-electronic controls, a fireman shall be required. In the event a conveyor system is used that is manually operated from other than the console, a conveyor operator shall be required. When erecting or dismantling the plant, a mechanic shall be required.

DEWATERING SYSTEMS

A Well Point 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, power by diesel, electric, 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 Operating Engineers. A Dewatering system shall be operated by a pump operator at all times that the dewatering system is being operated.

ARTICLE XXI

SEPARABILITY

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 hereinafter 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.

ARTICLE XXII

SUCCESSOR CLAUSE

This Agreement, and any supplements or amendments to it, shall be binding upon the parties hereto, their successors and assigns, administrators or executors.

In the event the Employer shall in whole or in part, sell, lease, transfer, assign, lease or have its business taken over by sale, assignment, receivership or bankruptcy, such business and operation shall continue to be subject to the terms of this Agreement for the remainder of it's term.

ARTICLE XXIII

TERMINATION

This agreement shall be in full force and effect from January 1, 2003 through March 31, 2008 and shall remain in effect from year to year thereafter, unless either party gives notice to the other party sixty- (60) days before the contract expires that they desire to terminate or modify the Agreement.

(1) THIS AGREEMENT, made and entered into this _____ day of 20____ by and between:

Name of Employer

Address

Signature

Phone Number _____

and local Union No. 318, A, C, & R.A. International Union of Operating Engineers AFL-CIO, of Marion, Illinois, shall be effective on all present and future work performed within Jackson, Franklin, Hamilton, White, Gallatin, Saline, Williamson, Union, Johnson, Pope, Hardin, Massac, Alexander, and Pulaski Counties in Illinois by the first mentioned party, and

(2) Whereas, Local Union No. 318, 318A, 318C, 318RA has consummated agreements through regular collective bargaining processes within the above named Counties in Illinois, and a copy of said agreement is attached herein and incorporated herein by reference, and

(3) Whereas, the parties signatory to this agreement are desirous and willing to adopt the provisions of the above mentioned agreement. THEREFORE, it is further understood and agreed by and between the parties hereto as follows,

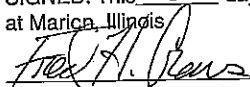
(4) That the parties hereto do hereby adopt all of the provisions and terms of the attached contract as the contract between the parties with respect to all of the conditions, wages, and terms of said contract and also with respect to the duration of said contract.

(5) The above named firm agrees to cover employees working under the terms of this agreement with:

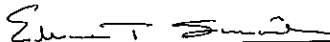
- (a) Workman's Compensation Insurance
- (b) Illinois State Unemployment Compensation Insurance, as provided by Unemployment Compensation Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, which officially binds said parties under the provisions of this Agreement.

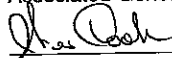
SIGNED: This 31 day of December, 2002,
at Maricopa, Illinois



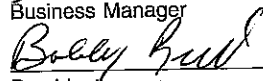
Egyptian Contractor's Association



Associated General Contractors of Illinois



Business Manager



President

FOR THE CONTRACTOR:

FOR THE UNION:

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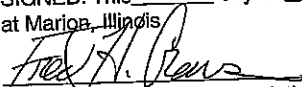
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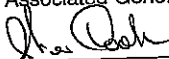
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at Marion, Illinois


Egyptian Contractor's Association


Associated General Contractors of Illinois


Business Manager


President

FOR THE CONTRACTOR:

FOR THE UNION:
