

**HEAVY AND HIGHWAY  
AGREEMENT**

**BETWEEN  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL NO. 150  
AFL-CIO**

**AND**

**ASSOCIATED CONTRACTORS OF  
THE QUAD CITIES**

**Effective June 1, 2003  
Through May 31, 2006**

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## **HEAVY AND HIGHWAY AGREEMENT**

This Agreement, made and entered into the 1st day of June 1, 2003, by and between the ASSOCIATED CONTRACTORS OF THE QUAD CITIES, and/or by Individual signers who are engaged in the construction industry as described herein, hereinafter referred to as the Contractor, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, hereinafter referred to as the Union.

### **ARTICLE I**

#### **RECOGNITION**

**SECTION 1.** The Contractor recognizes the Union as the sole exclusive collective bargaining agency for those employees of the Contractor engaged in the operation and maintenance of all hoisting and portable machines and engines used in all open and heavy construction work whether operated by steam, electricity, gasoline, diesel, compressed air or hydraulic power, including those machines and similar machines as listed in the wage classifications included herein, used by the Contractor at asphalt or concrete mixing plants, and in the construction, alteration or repair of bridges, streets, alleys, highways, airports, water mains, pipe lines (distribution systems), railroads, locks and dams, levees, and docks and on drainage soil conservation, farm improvement work, or work pertaining thereto which relates to the Mississippi River from the northern boundary of Clinton County in Iowa to the southern boundary of Lee County in Iowa, and on such work, or work which pertains thereto, in the following counties: Scott in Iowa, Rock Island and Mercer County, the west half of Henry and the following described portion of Whiteside County in Illinois; which shall include all territory in the west portion of Whiteside County from the fifth sectional line east of Morrison, Illinois, running directly north and south.

**SECTION 2.** The Contractor shall not direct or require employees or persons other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit.

**SECTION 3.** The Contractor agrees that he will not sub-contract or sub-let any work covered by this Agreement that is recognized as the work of the operating engineers covered by this Agreement, to be performed at the site of the construction or repairs or alteration unless the Contractor to whom the work is sub-contracted or sub-let is signatory to this Agreement or to a Project Agreement.

If the present restrictions of the Federal Law relative to situs picketing are changed, the Union may take any legal economic measures or concerted activity against the sub-contractor even though the same may affect the Contractor at the site.

## **ARTICLE II**

### **PROJECT LIMITATIONS**

**SECTION 1.** It is agreed that all development within the property boundary of a proposed or existing building site shall not be subject to coverage hereunder, however; a Contractor signatory to this Agreement working within Commercial Housing Developments, Institutional or Industrial property boundaries outside the building of any proposed or existing building site shall be subject to the time and one-half (1½) overtime provisions of the International Union of Operating Engineers, Local No. 150 Building Construction Agreement. Work inside the property and five (5) feet outside the building line may be covered under this Agreement.

## ARTICLE III

### UNION SECURITY

**SECTION 1.** All present employees of the Contractor covered by this Agreement who are members of the Union as of the date of the execution of this Agreement shall, as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership. All present employees of the Contractor covered by this Agreement who are not members of the Union and all employees of the Contractor covered by this Agreement hired after the date of this Agreement shall become members of the Union within eight (8) days following the date of this Agreement or within eight (8) days following the date of hire, whichever is later, and shall, as a condition of continued employment with said Contractor, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

**SECTION 2.** Upon written notice from the Union, advising that an employee covered by this Agreement has failed to maintain membership in the Union in good standing, as covered above, by payment of uniform initiation fees and/or dues as required, the Contractor shall forthwith discharge the employee unless the Contractor has reasonable grounds for believing that membership was not available to the employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than for failure of the employee to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

**SECTION 3.** This article shall not be in force or effect for any employment within the boundaries of Iowa, or any other State which has or enacts a statute, act or law prohibiting Union membership or affiliation as a condition of employment, provided the law is applicable to the Contractors and parties hereto. In the event any State, including Iowa, which has, or during the lifetime of this Agreement, enacts a statute, act or law prohibiting any Union security agreements, and subsequently repeals such statute, act or law, Article III will become in full force and effect for any employment within the boundaries of that State immediately upon the effective date of such a repeal.

**SECTION 4.** In the event the present Federal Law affecting the time within which an employee shall be required to obtain membership is changed, the provisions of Section 1 hereof with reference to such time shall be amended to conform with such changed time requirement.

## **ARTICLE IV**

### **CONTRACTOR SECURITY**

The Union shall notify the Associated Contractors of the Quad Cities of all parties outside their Association who become signatory to this Agreement within seven (7) days of such signing.

## **ARTICLE V**

### **HIRING**

When an Employer performs work covered by this Agreement in the areas covered by Local No. 150, the following shall apply:

The Employer will obtain all employees used in the performance of such work through the Referral Offices of the Local Union in accordance with the discriminatory provisions governing the operating of the Local Union's Referral

Offices set out in the current effective Addendum No. 1 to this Agreement as if set forth in full herein.

## ARTICLE VI

### HOURS OF WORK AND PREMIUM PAY

**SECTION 1.** The regular starting time for a single shift operation Sunday through Saturday, inclusive, shall be scheduled at one of the following hours: 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m. If the Employer desires to change the established starting time for an individual project, he shall notify the Union no less than one (1) week prior to the change and the duration of the change (no less than two (2) complete weeks). The change shall take place on Monday or the first day of the calendar week. The Contractor shall notify all their affected employees of the change no later than the last day worked prior to any change. (Prior to starting change or ending change).

Eight (8) hours shall constitute a normal days work between the hours of 6:00 a.m., and 2:30 p.m., 6:30 a.m., and 3:00 p.m., 7:00 a.m. and 4:00 p.m., or 8:00 a.m. and 4:30 p.m. as the case may be set forth in paragraph 1 of this Article.

**SECTION 2.** Forty (40) hours shall constitute a week's work, commencing on Monday and concluding on Friday (five (5) eight hour days).

**SECTION 3.** All time worked before the starting time and after the quitting time mentioned herein, and Saturdays, shall be paid for at the rate of one and one-half (1½) times the regular rate of pay as provided for in this Agreement, except in the following instances:

1. When the machine crew is working directly and exclusive with the Iron Workers or with the Carpenters on piling or form work and their overtime rate is in excess of



the overtime factor mentioned in this Agreement, then the same overtime factor shall apply to the said machine crew.

2. If any employee takes a day off from work during the week, or fails to report for work and the Employer loses machine time on account of the employee being absent, then said employee shall work for straight time on Saturday of that week. If the employee gives the Employer sufficient notice of his intention to be absent from work and his place is filled and the Employer does not have any lost machine time on account of his absence, then the employee shall be entitled to receive one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for time worked on Saturday of that week.

3. All work performed on Sundays and holidays shall be paid for at double the regular rate of pay except in the following instances.

Repair and maintenance work (unless done on a shift considered a production shift), operators moving equipment, and operators on boilers or heaters used for the heating of materials, concrete, or space shall be paid one and one-half ( $1\frac{1}{2}$ ) times the regular rate.

4. The Contractor shall establish a lunch period which shall be near the middle of the shift as possible.

5. Premium pay and overtime pay shall not be paid for the same hours. The payment of overtime for any time excludes that time for consideration for overtime payment on any other basis.

6. TRANSPORTATION AND PARKING - Whenever employees of the bargaining unit are employed on river work, the Employer shall furnish transportation from the gate or entrance or an adequate parking lot provided for by the Employer to the job site. All shifts shall start and end at a specified gate, entrance or parking lot for all employees for whom such transportation is furnished.

## **ARTICLE VII**

### **SHIFT WORK**

**SECTION 1.** When three (3) shifts are used, the first shift shall start at 7:30 a.m. and end at 4:00 p.m., with one-half hour period allowed for lunch. The second shift shall start at 4:00 p.m. and end at 12:00 midnight with one-half hour period allowed for lunch. The third shift shall start at 12:00 midnight and end at 7:30 a.m., with one-half hour period for lunch. Time worked after 12:00 midnight Saturday, shall be paid for at the rate of one and one-half (1½) times the regular rate. Time worked after 12:00 midnight Saturday to 12:00 midnight Sunday, will be paid for at the rate of double time. In case of holidays, double time shall be paid from 12:00 midnight commencing the holiday to 12:00 midnight ending the holiday. Each shift shall be paid a minimum of eight (8) hours' pay at the rate being paid.

Where two (2) or more shifts are employed, operators, oilers or fireman shall stay on watch until relieved, at straight time.

The Contractor may choose to work any two of the three shift setups mentioned in all cases the lunch period provisions of the previous Article shall apply.

**SECTION 2.** It is agreed that no two (2) or more shift propositions will be considered or effective unless the shifts run for two (2) or more consecutive days. (The only exception being tunnel or boring work which can be completed in one (1) day or less). The hours outlined for shift work shall apply to overtime shifts as well as straight time shifts.

**SECTION 3.** All irregular shifts, where owner specified, shall be at the straight time rate for the first eight (8) hours, except Saturday (other than as provided for in Article VI, Section 3) Sunday and Holidays shall be at the

overtime rate. The starting time and overtime provisions shall be established at a pre-job conference.

## ARTICLE VIII

### REPORTING NOTIFICATION

**SECTION 1.** If an employee is scheduled to report for work and his services are not required, he shall be notified prior to the normal time which is required for the employee to leave his residence (not to exceed two (2) hours); otherwise he will be paid two (2) hours straight time pay for reporting on the job, regardless of circumstances. The two (2) hours' pay mentioned is to be considered compensation for waiting time, thereby giving the Contractor an opportunity to decide whether starting to work is feasible or not. Said employee must wait on the job for the two-hour period to be eligible for said compensation, unless otherwise directed by the Contractor or the Contractor's agent.

If a man is retained on an overtime day, the overtime rate will be paid for those two (2) hours.

**SECTION 2.** Each employee shall cooperate with the Contractor and the job steward by giving them a telephone number, the distance of travel in getting to work, and the time required to travel to work, in order to effect the previous section. The Contractor and the job steward or the Union shall cooperate in establishing a system whereby it is possible to give notifications to employees without working a hardship on any one individual. The Contractor shall not be held responsible, in regard to the previous Section, in the event that an employee has no reasonable means of contact.

**SECTION 3.** If an operator starts to work at the beginning of his scheduled shift, or is retained beyond the two (2) hour waiting period, he shall be paid up to the regularly scheduled lunch period unless because of incompe-

tence, a stoppage occurs due to a breakdown, or inclement weather, in any of which events the employee shall be paid for the actual time worked but in no event less than four (4) hours.

If an operator starts to work after the regularly scheduled lunch period in the same day he shall be paid up to the regularly scheduled quitting time unless because of incompetence, or inclement weather, in which event the employee shall be paid for the actual time worked.

**SECTION 4.** In the event that an operator is called to work after the regular lunch period, all provisions contained in this Article regarding showup pay shall apply; and if said operator starts to work or is retained beyond the two-hour waiting period, he shall receive a minimum of four (4) hours' pay.

## **ARTICLE IX HOLIDAYS**

**SECTION 1.** The following days shall be recognized as holidays:

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

No work shall be performed on Labor Day except to protect life or property in the judgment of the Contractor.

**SECTION 2.** It is agreed that should any of the above-mentioned holidays fall on Sunday, the following Monday shall be celebrated as such.

**SECTION 3.** If an Operating Engineer is working directly with another craft that observes Holidays, other than mentioned above and work is performed on that day,

said Operator shall receive double the regular rate of pay for that day.

## **ARTICLE X**

### **MACHINE ASSIGNMENT**

**SECTION 1.** The Operators in Classification 1 and 2 of Article XI will not be required to make more than one (1) complete machine change a shift (from one machine to an unassigned machine and back to the original machine).

**SECTION 2.** The Operators in Classification 3, 4, and 5 of Article XI will not be required to make more than two (2) complete machine changes a shift. On clean up work on concrete, asphalt, sewer and water projects the two (2) complete changes will apply to small tractor type equipment (for example, 580 Case tractor or smaller). These provisions in Section 1 and 2 shall not apply in loading or unloading unmanned machines in connection with moving to or away from a job site, or incidental non-productive moving on the job site, nor to compressors, earth rollers, form graders, or fine grade equipment, when used on concrete or asphalt paving work.

When situations arise which are comparable to the above-mentioned exceptions, the Contractor and the Union shall meet and may agree upon an equitable solution.

**SECTION 3.** If an operator is regularly assigned to a machine during the regular workweek and productive work is required on the Saturday or Sunday of that week, such operator will be assigned to such particular machine for such Saturday or Sunday work.

**SECTION 4.** When an operator is employed by a Contractor for a period of more than three (3) work days and such operators assigned machine is laid off or terminated, such machine must remain terminated for a period of three (3) work days. If such machine is reactivated with-

in the three (3) day period of time, the assigned operator shall be given first opportunity of employment on such machine. However, if such operator is not available, or voluntarily quits, this paragraph shall not apply.

**SECTION 5 - LAYOFF SLIPS.** All employees covered by Agreement that are laid off or discharged for any reason, shall be furnished with a layoff slip from the Contractor. Layoff slips shall include pertinent information such as time, date, and reasons for layoff. One (1) copy shall be mailed to the Union office or given to the Business Representative without delay.

## **ARTICLE XI WAGE SCALES**

**SECTION 1.** The following scales of wages shall prevail on all projects covered by this Agreement from June 1, 2003 through May 31, 2006. Refer to Article XII, XIII, XIV, and XV herein for Welfare, Pension, Apprenticeship and Vacations Savings Fund requirements

All engineers with valid Local 150 Crane Certification operating cranes, booms, or similar hoisting equipment used to hoist or erect in conjunction with a specialty trade shall be paid \$1.00 over the wage rate required for the machine.

### **Classifications No. 1:**

An engineer on Crane, Shovel, Clamshell, Spreader (servicing two pavers), Asphalt Spreader, Asphalt Mixer, Plant Engineer, Dipper Dredge Operator, Dipper Dredge Craneman, Dual Purpose Truck, (boom or winch), Leverman or Engineman (hydraulic dredge), Mechanic, Paving Mixer with tower attached (two operators required), Pile Driver, Boom Tractor, Stationary, (over 40 H.P.), Building Hoist (two drums) Hot Paint Wrapping Machine, Cleaning and Priming Machine, Backfiller (throw bucket),

Locomotive Engineer, Qualified Welder, Tow or Push Boat, Concrete Paver, Seaman Trav-L-Plant or similar machine, CMI Autograder or similar machines, Slip Form Paver, Caisson Augering Machines, Mucking Machine, Asphalt Heater-Planer Unit, Hydraulic Cranes.

**Classification No. 1: Wages**

6/1/03	6/1/04	6/1/05
\$23.80	\$24.80	\$25.80

**Classifications No. 2:**

An engineer on Athey, Barber-Green, Euclid or Haiss Loader, Asphalt Pug Mill, Fireman and Drier, Concrete Pump, Concrete Spreader (servicing one paver), Bulldozer, Endloader, Log Chippers, or similar machines, Elevating Grader, Group Equipment Greaser, LeTourneaupul and similar machines, off-road haul units, DW-10, Hyster Winch and similar machines, Motor Patrol, Power Blade, Push Cat, Tractor Pulling Elevating Grader or Power Blade, Tractor Operating Scoop or Scraper, Tractor with Power Attachment, Roller on Asphalt or Blacktop, Single Drum Hoist, Jaeger Mix and Place Machine, Pipe Bending, Flexaplane or similar machines, Automatic Curbing Machines, Automatic Cement and Gravel Batch Plants (one stop set-up), Seaman Pulvi-Mixer or similar machines, Blastholer Self-propelled Rotary Drill or similar machines, Work Boat, Combination Concrete Finishing Machine and Float, Self-propelled Sheep Foot Roller or Compactor (used in conjunction with a Grading Spread), Asphalt Spreader Screed Operator, Apsco Spreader or similar machine, Forklift (6000 lb. cap. or working heights above 28 ft.), Concrete Conveyors, Chip Spreader.

**Classification No. 2: Wages**

6/1/03	6/1/04	6/1/05
\$23.80	\$24.80	\$25.80

### Classifications No. 3:

An Engineer on Asphalt Booster, Fireman and Pump Operator at Asphalt Plant, Mud Jack, Underground Boring Machine, Concrete Finishing Machine, Form Grader with Roller on Earth, Mixers (3 bag to 16E), Power Operated Bull Float, Tractor without Power attachment, Dope Pot (agitating motor), Dope Chop Machine, Distributor (back end), Straddle Carrier, Portable machine fireman, Hydro-Hammer, Power Winch on Paving Work, Self-Propelled Roller or Compactor (other than provided for above), pump Operator (more than one well point pump), Portable Crusher Operator, Trench Machine (under 40 H.P.), Power Subgrader (on forms) or similar machines, Forklift (less than 6,000 lb. cap.), Gypsum Pump, Conveyor over 20 H.P., Fuller Kenyon Cement Pump or similar machines.

#### Classification No. 3: Wages

6/1/03	6/1/04	6/1/05
\$22.20	\$23.20	\$24.20

### Classifications No. 4:

An Engineer on Air Compressor (400 c.f.m. or over), Driver on Truck Crane or similar machines, Light Plant, Mixers (1 or 2 bag), Power Batching Machine (Cement Auger or Conveyor), Boiler (Engineer or Fireman), Water Pumps, Mechanical Broom, Automatic Cement and Gravel Batch Plants (two or three stop set-up), Small Rubber-tired Tractors (not including backhoes or endloaders), Self-propelled Curing Machine, Brusher Chipper and Skid Loader.

#### Classification No. 4: Wages

6/1/03	6/1/04	6/1/05
\$22.20	\$23.20	\$24.20

### Classifications No. 5:

Oiler/Apprentice, Mechanic's Helper, Mechanical Heater (other than steam boiler), Belt Machine, Small



Outboard Motor Boats (Safety Boat and Life Boat), Engine Driven Welding Machine, Small Tractors (used to unroll or roll wire mesh) and Deck Engineer.

**Classification No. 5: Wages**

6/1/03	6/1/04	6/1/05
\$21.05	\$22.05	\$23.05

**SECTION 2.** Engineers operating backhoes and cranes with attachments four (4) cubic yards and over, cranes with one hundred (100) feet of boom or over, or cranes with fifty (50) ton or over rated lifting capacity, shall receive an additional seventy-five cents (\$.75) per hour over the otherwise applicable per hour wage rate.

Engineers operating cranes with one hundred-fifty (150) feet of boom or over, or one hundred (100) ton or over rated lifting capacity, or backhoes and cranes with attachments of six (6) cubic yards and over, will receive an additional thirty-five cents (\$.35) per hour over the aforementioned rate, or one dollar and ten cents (\$1.10) per hour over the otherwise applicable per hour wage rate.

The operators of all tower cranes with two hundred (200) feet of boom or over, shall receive an additional forty cents (\$.40) per hour over the aforementioned rate, or one dollar and fifty cents (\$1.50) per hour over the otherwise applicable per hour wage rate.

**SECTION 3. Truck Mounted Concrete Pumps and Conveyors** - The mounted concrete pump or conveyor operations shall require an operator. When such machines are equipped with a boom or conveyor, which is capable of extending ninety feet (90') or more, the engineer shall receive an additional fifty cents (\$.50) per hour wage increase over and above the regular rate of pay for operating the concrete pump or conveyor.

**SECTION 4.** The operator of a multiple unit machine used in the earth industry, such as push tractors or scrapers, is to receive an additional seventy cents (\$.70) per hour per extra unit, over the otherwise applicable per hour wage rate.

**SECTION 5.** When a Master Mechanic is used, he will be selected from a list of qualified people, furnished by the Union.

The Master Mechanic's wage will be seventy cents (\$.70) over the seventy-five cents (\$.75) mentioned in Section 2 of this Article, unless machines of additional size are used, then seventy cents (\$.70) over this rate.

**SECTION 6. UNDERGROUND WORK.** An Operator working in tunnels shall be paid an additional fifty cents (\$.50) per hour over the regular wage rate. Underground pay differential shall apply for the full shift, and all overtime, to any operator performing work underground.

**SECTION 7.** If, in changing machines, the rate is higher than the other, the employee shall be paid the highest rate of pay for that day.

**SECTION 8.** When operators are employed on machines which are different from the machines mentioned herein, and when the machine cannot be identified as within one of the aforementioned classifications, then a special Agreement shall be made for the rate of wages by the Business Representative and a Committee of the Contractors who are parties of the Agreement.

**SECTION 9.** The rates of pay for Apprentices are based on a percentage of the Class 1 wage rate as established in the collective bargaining agreements. The Journeyman's wage is subject to change through these collective bargaining agreements.

**The following is the wage rate for Apprentices:**

	<b>6/1/03</b>	<b>6/1/04</b>	<b>6/1/05</b>
55% 1st Year	\$13.10	\$13.65	\$14.20
65% 2nd Year	\$15.50	\$16.15	\$16.80
75% 1st Half of Third Year	\$17.85	\$18.60	\$19.35
80% 2nd Half of Third Year	\$19.05	\$19.85	\$20.65
85% 1st Half of Fourth Year	\$20.25	\$21.10	\$21.95
90% 2nd Half of Fourth Year	\$21.45	\$22.35	\$23.25

**ARTICLE XII**

**HEALTH CARE PLAN**

**SECTION 1.** Effective June 1, 2003, the Employer shall pay FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) per hour for each hour for which the employee receives wages under the terms of this Agreement, into the Midwest Operating Engineers Welfare Fund.

Effective June 1, 2004, the Employer shall pay FIVE DOLLARS AND FORTY CENTS (\$5.40) per hour for each hour for which the employee receives wages under the terms of this Agreement, into the Midwest Operating Engineers Welfare Fund.

Effective June 1, 2005, the Employer shall pay FIVE DOLLARS AND SIXTY-FIVE CENTS (\$5.65) per hour for each hour for which the employee receives wages under the terms of this Agreement, into the Midwest Operating Engineers Welfare Fund.

The Welfare Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office, together with report forms supplied for such purpose, not later than the tenth (10th) day of the following month.

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

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

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement. The Employer shall be liable for any claim that may arise on account of such non-payment.

Anything herein contained to the contrary notwithstanding, an Employer who makes contributions on behalf of a "supervisor" shall make contributions on the basis of 150 hours each month he receives wages.

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

A. Is a shareholder, officer and/or director of the corporation or

B. Is a relative (father, mother, son, daughter, brother, sister) of a shareholder, officer and/or director of the corporation the Employer shall be required to make contribu-

tions on behalf of such employee on the basis of 150 hours, twelve months a year based on the contribution rates established herein.

Corporate officers, father, mother, son, daughter, brother and sister will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood or to save life or property. Corporate officers and their children shall also be exempt from the obligation of this provision if they operate equipment doing bargaining unit work three (3) days or less per month.

The exemptions provided herein do not relieve the Employer from the obligations of Article X, Section 4 of this Agreement.

### **ARTICLE XIII**

#### **PENSION FUND**

**SECTION 1.** It is understood and agreed that there shall be continued a Trusteed Pension Plan known as the Midwest Operating Engineers Pension Fund.

Effective June 1, 2003, the Employer shall pay **FOUR DOLLARS AND SIXTY-FIVE CENTS (\$4.65)** per hour for each hour for which the employee receives wages under the terms of this Agreement to the Midwest Operating Engineers Pension Fund.

Effective June 1, 2004, the Employer shall pay **FIVE DOLLARS AND FIVE CENTS (\$5.05)** per hour for each hour for which the employee receives wages under the terms of this Agreement to the Midwest Operating Engineers Pension Fund.

Effective June 1, 2005, the Employer shall pay **FIVE DOLLARS AND FIFTY CENTS (\$5.50)** per hour for each hour for which the employee receives wages under the

terms of this Agreement to the Midwest Operating Engineers Pension Fund.

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

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

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

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

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

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 150 hours each month he receives wages.

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

which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation, performs both bargaining unit work and non-bargaining unit work and who:

A. Is a shareholder, officer and/or director of the corporation or

B. Is a relative (father, mother, son, daughter, brother, sister) of a shareholder, officer and/or director of the corporation the Employer shall be required to make contributions on behalf of such employee on the basis of 150 hours, twelve months a year based on the contribution rates established herein.

Corporate officers, father, mother, son, daughter, brother and sister will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as a fire, flood or to save life or property. Corporate officers and their children shall also be exempt from the obligation of this provision if they operate equipment doing bargaining unit work three (3) days or less per month.

The exemptions provided herein do not relieve the Employer from the obligations of Article X, Section 4 of this Agreement.

## **ARTICLE XIV VACATION FUND**

Effective the 1st day of June 2003, each Employer bound hereby shall pay ONE DOLLAR AND THIRTY CENTS (\$1.30) per hour for each hour wages are received by an employee covered by this Agreement into the Local 150 I.U.O.E. Trusteed Vacation Savings Plan.

Effective the 1st day of June 2004, each Employer bound hereby shall pay ONE DOLLAR AND FORTY CENTS (\$1.40) per hour for each hour wages are received

by an employee covered by this Agreement into the Local 150 I.U.O.E. Trusteed Vacation Savings Plan.

Effective the 1st day of June 2005, each Employer bound hereby shall pay ONE DOLLAR AND FIFTY CENTS (\$1.50) per hour for each hour wages are received by an employee covered by this Agreement into the Local 150 I.U.O.E. Trusteed Vacation Savings Plan.

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

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

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



**ARTICLE XV**  
**APPRENTICESHIP AND SKILL**  
**IMPROVEMENT FUND**

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

Effective June 1, 2003, the Employer shall pay THIRTY-FIVE CENTS (\$.35) for each hour the employee receives wages under the terms of this Agreement into the aforementioned Apprenticeship Fund.

Effective June 1, 2004, the Employer shall pay FORTY CENTS (\$.40) for each hour the employee receives wages under the terms of this Agreement into the aforementioned Apprenticeship Fund.

Effective June 1, 2005, the Employer shall pay FORTY CENTS (\$.40) for each hour the employee receives wages under the terms of this Agreement into the aforementioned Apprenticeship Fund.

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

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

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

Contributions of the Employer together with report forms supplied for such purpose are due in the Apprenticeship Fund Office no later than the tenth (10th) day of the following month.

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

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

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

## **ARTICLE XVI**

### **TARGET CONSTRUCTION RESEARCH FUND**

Effective June 1, 2003, the Employer shall pay TEN CENTS (\$.10) per hour for each hour for which employees and supervisors receive wages under the terms of this Agreement into the Target Construction Research Fund.

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

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

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

## **ARTICLE XVII**

### **UNION ADMINISTRATIVE DUES**

Upon receipt of a properly signed authorization from an employee, the Employer shall deduct said uniform administrative dues for hours paid or worked. The Union shall be responsible for obtaining all individually signed authorizations.

Deductions will be made weekly and reported to the Union on monthly report forms by the 10th of the following month. If payment is not received by the 20th of the month, it shall be considered a violation of this Agreement.

The Union agrees to indemnify and save the Contractor harmless against any and all claims, suits or other form of liability arising out of said deductions.

## **ARTICLE XVIII**

### **BONDING FOR FRINGES**

The Union has the right to require a surety bond from Employers that have not worked in its territory recently or those who are constantly in arrears in contributions.

## ARTICLE XIX

**SECTION 1. PENALTY FOR FAILURE TO PAY PENSION AND/OR HEALTH AND WELFARE AND/OR VACATION CONTRIBUTIONS AND/OR DUES CHECK OFF** - If any Employer upon forty-eight (48) hours written notice of default to the Employer fails to pay pension or health and welfare or vacation or dues check off contributions, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

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

**SECTION 2. PENALTY FOR FAILURE TO PAY WAGES.** If any Employer fails to pay wages, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected including penalties set out in Article XII and XIII herein.

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

## ARTICLE XX

### PAYMENT OF WAGE DUE

**SECTION 1.** The Contractor shall pay the employees once every week, the payday to be chosen by the Contract-

tor and shall be within five (5) days from the end of the fiscal week. The pay shall be in cash or check and shall be in full up to the regular quitting time at the end of the fiscal week. Paycheck stubs shall include pertinent information such as itemized deductions and hours worked.

**SECTION 2.** Should any employee covered by this Agreement be laid off, he shall be paid all wages due at the regular quitting time, unless the Contractor has maintained an active office in the area for the past three (3) years prior to the layoff, in which case he may be paid not less than twenty-four (24) hours after the regular quitting time, or mailed his check, postmarked within twenty-four hours after quitting time. If not paid or postmarked within said twenty-four (24) hours, the Employer shall pay penalty of eight (8) hours of pay to such employee at the straight time rate of pay for each succeeding twenty-four (24) hours of delay. It is understood that said twenty-four (24) hour periods shall not include Sunday or Holiday.

**SECTION 3.** Should an employee covered by this Agreement be discharged, he shall be paid in full immediately or shall be paid the current wage rate for such time as he is required to wait for his pay. In the event the pay office is not more than ten (10) miles from the point of discharge or layoff, the Contractor may request the employee to pick up his final pay so long as said employee is being paid his regular pay rate for travel to said office.

**SECTION 4.** Any notice that the services of an employee, who is considered as being part of the bargaining unit as described herein, is not needed for any period of in excess of three (3) regular days or shifts, unless a stoppage occurs due to a breakdown or inclement weather, shall be considered as a layoff.

## ARTICLE XXI

### SECURITY PAYMENTS

**SECTION 1.** The Contractor shall comply with all Federal and State laws governing Workmen's Compensation, Old Age Benefits, Social Security, Unemployment Compensation, and so forth.

**SECTION 2.** In order to insure employees covered by this Agreement against the hazards of unemployment, resulting through no fault of their own, Employers who are not automatically within the provisions of State Unemployment Acts, or required to make contributions thereunder, hereby agree to make voluntary application to the proper State authorities so as to come within the statutory provisions of the Illinois and Iowa Unemployment Compensation and Workmen's Compensation Acts relating to Employers who are not under said Acts and the Regulations promulgated thereunder, regardless of number employed. The Contractor will furnish the Union their Unemployment Insurance Serial Number. The Contractor will advise each employee during the period of his employment as to which State Unemployment Compensation contributions will be paid in his behalf.

**SECTION 3.** The Employer will withhold state income tax, as required - subject to any applicable reciprocal income tax withholding agreement: (1) between Illinois and any other state; and/or (2), between Iowa and any other state. The Employer will take all necessary steps to effectuate proper withholding pursuant to any such reciprocal tax agreement.

## ARTICLE XXII

### OPERATORS AND MECHANIC FUNCTIONS

**SECTION 1.** An Engineer shall be required on pumps when they equal a multiple of twelve inches (12") or over

and/or any pump eight inches (8") or larger is used, regardless of motive power.

One operator may operate up to four (4) pumps, provided they are within reasonable proximity of each other.

An operator may operate as many electric submersibles or electric deep wells as efficiency will permit. When electric submersibles or electric deep wells are used as a continuous operation, an operator will be required no less than one (1) eight (8) hour shift, for each day the pumps are operated or used. The assigned operator shall be subject to call at any time of the day to assist in the repair, servicing, removal, installation, or relocation of all electric submersibles or deep-well pumps. When power for these pumps is produced at the job site by temporary or portable generators, the pumps shall be manned continuously.

It is also agreed that the Contractor or superintendent may operate two (2) pumps of three inch (3") suction line capacity or one (1) pump of five inch (5") suction capacity; however, when not operated by the Contractor or superintendent, they shall be operated by another operator on the job site.

**SECTION 2.** The furnishing of an operator for mechanical heaters shall be at the discretion of the Contractor. If in the Contractor's opinion an attendant is desirable, the attendant shall be an Operating Engineer.

**SECTION 3.** An operator shall be required for engine driven welders 400 amp. or more; or a multiple of welders totaling over 490 amp.

**SECTION 4.** An engineer shall be required for compressor of 400 c.f.m. or over; or a multiple of small compressors totaling 400 c.f.m. or more.

**SECTION 5.** An engineer shall be required on one (1) generator of 50 k.w. or more, or a multiple of generators 20

k.w. or more, totaling 50 k.w. or more except on concrete and asphalt plants.

**SECTION 6.** An operator shall be required on concrete conveyor or conveyors over 20 h.p. At the Contractor's discretion, if an attendant is required on conveyors other than those mentioned herein, it shall be an Operating Engineer.

**SECTION 7.**

GROUP I: Compressor between 50 and 400 c.f.m.

GROUP II: One (1) engine driven welder under 400 amp.

GROUP III: One (1) generator between 20 and 50 k.w.

GROUP IV: Small engine driven pumps under 8 inch in capacity other than those specifically provided for in this Agreement.

GROUP V: Mechanical heaters as determined by the Contractor.

On intermittent work, an Operator already employed by the Contractor on the same job or project may start and stop any one of the machine groups mentioned above.

When two (2) or three (3) of these machine groups are used at one time, an Engineer is required at the Classification No. 5 Wage Rate.

When four (4) or five (5) of these machine groups are used at one time, an Engineer is required at the Classification No. 4 Wage Rate.

When the machine groups mentioned above reach more than five (5) on a job or project, an additional Engineer shall be required and the machine groups divided equally.

**SECTION 8.** A driver shall be employed on all truck-mounted cranes (over thirty-five (35) ton capacity), and other similar equipment or truck-mounted equipment which is within the jurisdiction of the International Union



of Operating Engineers, when in use. If additional help is required on any of the equipment mentioned herein including a concrete pump with a boom, it shall be an operating engineer and he shall receive the Classification No. 4 Wage Rate as set forth in Article XI. Said driver shall also perform duties which are considered as the duties of an oiler/apprentice, when not actually driving said machine.

**SECTION 9.** Mechanics are employed by the Contractor because of their knowledge of equipment and their ability to make whatever repairs on equipment that may be required. This shall not absolve the operator of the responsibility of the assigned machine maintenance, or repair, within his qualifications.

All maintenance, erection, dismantling, repair, or mechanical work relative to equipment falling within the jurisdiction of this bargaining unit, done on the job site, shall be done by mechanics or operators.

When mechanics are used in the field, for the repair of a breakdown of a machine which has an operator assigned to its operation, said operator may either assist the mechanic or be temporarily assigned to an unmanned machine while repairs are being made. However, it is understood that operators of machines listed in wage classifications 1 and 2 shall be working at all times repairs are being made, either by temporary assignment, or assisting the mechanic.

For clarification, it is agreed that the expression "repair of a breakdown" as used herein is intended to mean any work involving the correction of a stoppage caused by the breaking or wearing out any part of a machine, or that work done to avoid a stoppage by the replacement of worn parts, or that work done to modify such machine.

Maintenance work is intended to mean that work done on a machine which pertains to lubrication, or the minor

adjustment of working parts or systems, tire work, and preventive maintenance on cables.

**SECTION 10.** It shall not be a requirement for employment that an employee furnish a vehicle for the transportation of tools or equipment on the job. If a mechanic furnishes a truck at the request of the employer to service a project, the employer and mechanic shall agree upon suitable compensation for truck.

**SECTION 11.** When equipment greasing operations are scheduled on an off production shift basis, two equipment greasers shall be used and shall work a like number of hours per shift as the operators on the production shift. When two (2) group equipment greasers are used, one (1) shall be designated as a leadman and receive an additional twenty-five cents (\$.25) per hour.

**SECTION 12.** An operator shall grease or oil the machine to which he is assigned unless a group equipment greaser or an oiler/apprentice is employed for this purpose. When a group equipment greaser is used on a production shift, the operator shall assist the equipment greaser.

**SECTION 13.** When compressors over 400 c.f.m., generators over 50 k.w., or hydraulic pumps, are used exclusively as a source of power for an attachment (pile-driving hammer, extractor, auger, buster, pick, etc.) on machines, that require oilers/apprentices whether mounted on the machine or sitting nearby an Engineer will be employed in lieu of an oiler/apprentice. Said Engineer shall operate the above mentioned equipment along with performing the duties of the oiler/apprentice, and his rate of pay will be the same as that of the operator.

**SECTION 14.** When a compressor is used as a source for hydraulic backhoe mounted breakers, the tractor operator shall also run the compressor. However, if an addi-

tional person is required in connection with this operation, it shall be an operating engineer.

**SECTION 15.** If no operator is employed on the job-site, an operator shall be employed to man said equipment covered by this Article.

**SECTION 16.** Operators shall perform all construction tasks assigned to them by their Employer.

## **ARTICLE XXIII**

### **OILERS AND FIREMEN FUNCTIONS**

**SECTION 1.** The Contractor agrees to use an oiler/apprentice or fireman on all machines used for driving pile or augering for caissons (except as mentioned in Article XXII Section 13) and on all power shovels, draglines, clamshells, and cable backhoes over one (1) cubic yard capacity, hydraulic backhoes over four (4) cubic yard capacity, trenching machines (except small units), and dredges, being used for excavation. An oiler/apprentice or fireman shall be used on all rigs over forty (40) ton capacity regardless of the work to be performed. Rough terrain cranes/pickers 50 ton and over will require an oiler(s). An oiler/apprentice shall be used on all tow or push boats, with 400 h.p. or over. A driver shall be required on all truck mounted Guard Rail Drivers.

An Operator on all hydraulic type backhoes with 360 degree capability, four (4) cubic yards or less, cranes forty (40) ton or less, truck cranes thirty-five (35) ton or less, and hydraulic type cherry pickers less than 50 ton, shall be paid one-half ( $\frac{1}{2}$ ) hour's pay at the appropriate overtime rate for maintenance. Operator must start one-half ( $\frac{1}{2}$ ) hour early or stay one-half ( $\frac{1}{2}$ ) hour later to maintain the machine in order to receive additional pay.

**SECTION 2.** The oiler/apprentice or fireman, when not firing, oiling or greasing machinery, shall perform the

duties of ground man around the machine, such as spotting trucks or moving and resetting mats when directed to do so by the operator or Contractor,

**SECTION 3.** Oiler/Apprentices are to start their day's work one-half (½) hour ahead of the regular starting time of the operator and will take a one hour lunch period, and will oil up during the operator's lunch period. The oiler's/apprentice's day's work shall terminate at the same time as the operator.

**SECTION 4.** An oiler/apprentice shall be used on all slipform pavers, dual lane CMI autograders or similar units, power shovels, draglines, clamshells and cable backhoes, 1 CY or less, if a second person is needed.

**SECTION 5.** An Assistant to the Engineer need not be employed on cranes or clamshells when used on small bridge jobs of \$350,000 or less.

## **ARTICLE XXIV**

### **LEADMAN**

When a project is the size which requires more than one (1) regularly assigned mechanic per shift in either the job site shop or area, then one (1) mechanic shall be designated as a leadman and shall receive twenty-five cents (\$.25) over the mechanic's regular rate.

## **ARTICLE XXV**

### **CRAFT FOREMAN**

Where an Employer employs fifteen (15) or more employees per shift on a project, the Employer shall employ a craft foreman selected by the Union and shall pay such individual the wages provided for in this Agreement. The Craft Foreman will be the lead man of the employees in the bargaining unit. Such individual, however, shall neither have the authority to, nor shall he exercise any of the

functions customarily exercised by supervisors within the meaning of the National Labor Relations Act, as amended. In no way shall such individual be deemed to be an agent of the Union.

The Craft Foreman shall assist in the assignment of all operating engineers, apprentices and oilers employed on the project.

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

In the event more than four (4) machines in Class I and II are retained on any project to be operated by members of the bargaining unit on any and all overtime, the Craft Foreman will be retained. The Employer will make every effort to cooperate with the Craft Foreman in respect to the assignment of duties of the employee in the bargaining unit.

An operating engineer servicing and operating the following listed machines: Air Compressors, Generators, Mechanical Heaters, Small Electric Winches, Welding Machines, Pumps and Steam Generators shall not be counted as employees in determining the number of men in the bargaining unit requiring a Craft Foreman. The above provisions shall apply to all shift work done pursuant to the terms of this agreement.

The Craft Foreman will receive one dollar (\$1.00) additional above Class I wages.

## ARTICLE XXVI

### DRINKING WATER, SAFETY, AND SANITATION

**SECTION 1.** The Contractor shall furnish suitable drinking water and sanitary cups, on the job site. Iced drinking water shall be furnished during the warm season.

**SECTION 2.** The Contractor will not discharge an employee for failure to work under police protection or to violate a picket line.

**SECTION 3.** The Contractor agrees to use reasonable safety precaution to protect the employees and the machines they operate from the dangers of falling materials. Clearing tractors are to have an adequate canopy over the machine and operator.

**SECTION 4.** The Contractor shall furnish sanitary toilet facilities, on the job sites where and when practical.

**SECTION 5.** Employees shall be furnished reasonable protection from the elements of the weather. Said protection shall include umbrellas and heat housers.

**SECTION 6.** Haul roads shall be maintained and attended to, so as to adequately keep the dust down.

## ARTICLE XXVII

### PHYSICAL EXAMINATION

When the Contractor is working on a project where the customer requires an employee to take a physical examination, the Contractor shall assume the cost of said examination, which shall be given by a doctor of the Contractor's choice. The Contractor shall also pay the involved prospective employee for all time spent at the chosen site of examination but not less than two (2) hours wages at the applicable rate for the work he is proposed to do, provided that he passes the physical examination, and provided that

he was not on the payroll of the Contractor at the time that the physical examination was taken.

## ARTICLE XXVIII

### DRUG POLICY STATEMENT

The Union and Contractors recognize the problems of substance abuse in the workplace. By enacting a substance abuse program, we hope to combat the problems associated with substance abuse by creating a drug and alcohol free work environment. This program seeks to balance the respect of an individual's privacy with our need to keep a safe, productive, drug and alcohol free environment.

**Implementation of this policy is at the discretion of the Contractor.**

#### II. DEFINITIONS

- A. Abuse - any use of a legal drug which impairs an individual's faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions).
- B. Drug - any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the federal controlled substances act, 21 U.S.C. 801 et seq.
- C. Legal Drug - a drug for which there is a valid prescription, or an over the counter drug.
- D. Prospective employee - a person who has made an application, whether written or oral, to a company to become an employee or who has been sent by the Union to an Employer. for employment.
- E. Sample - a sample from the human body capable of revealing metabolites, such as urine. Sample does not include blood (except in situations where a blood test was made on an employee involved in a work-

place accident if the test was administered by or at the direction of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the Employer).

- F. Medical Review Officer - a licensed physician or physician assistant authorized to practice in any state of the United States who is responsible for receiving laboratory results generated by the company drug or alcohol testing program and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with the individual's medical history and any other relevant biomedical information.

### III. RULES

1. An employee may bring to work and take a prescription drug during work hours only if the drug has been prescribed for the employee by a physician or other authorized prescriber (such as a dentist) and only if the drug is taken in accordance with the prescription directions. All prescription drugs must be kept in the container in which they were received from the pharmacy or other dispenser.

2. An employee must notify their immediate supervisor whenever he or she is using a prescription or over-the-counter drug which potentially may affect safety or work performance. The Company does not seek information on all drugs that an individual may be taking, but only those where there is an indication that the drug may affect performance, or there is a caution that one should not engage in certain activities which are part of the employee's job duties, while taking the drug. The Company reserves the right to take appropriate action (including relieving employees from work) if the use of the drug is impairing or is deemed likely to impair the employee's faculties or work



performances Abuse of legal drugs will not be tolerated and will be dealt with in the same manner as the use of a controlled substance.

3. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not use, possess, dispense, or receive prohibited substances on or at the job site.

#### **IV. TESTING**

1. Individuals may be tested for the following reasons by a qualified medical review officer:

- a. Pre-employment - the Company may conduct pre-employment drug tests designed to prevent hiring individuals who use controlled substances or who abuse legal drugs. The following drugs for which testing will be done are:

Marijuana

Cocaine

Opiates

Phencyclidine

Amphetamines, including methamphetamines

The Company may conduct an alcohol test of prospective employees to whom a conditional offer of employment has been made. An alcohol concentration level of .04 or higher, expressed in terms of grams of alcohol, per two hundred ten liters of breath, or its equivalent, is considered a positive alcohol test result and violates this policy.

- b. Reasonable suspicion - a specific active employee may be required to submit to a drug test if the Company has evidence that an employee is using or has used drugs in violation of the written policy. This evidence must be drawn from specific

- objective and articulable facts and reasonable inferences.
- c. Post accident - evidence that an employee has caused an accident resulting in personal injury, (other than minor injuries requiring only first aid treatment and which do not involve medical treatment), loss of consciousness, restriction of work or motion, or property damage of \$1000 or more.
  - d. Unannounced Testing of Current Employees - employees may be subject to drug testing which is conducted on a periodic basis, without advance notice of the test and per customer requirements and without individualized suspicion. Employees required to be pursuant to federal statute, federal regulations or orders issued pursuant to federal law may be excluded from this policy, but will be subject to such federally mandated testing requirements.
  - e. Any employee who questions the results of a required drug test may request an additional test be conducted. This test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The employee pays all costs for such testing, unless the results of the split sample test invalidates the result of the original test. The employee's request for a split sample test must be made to the Company within seven (7) days of the notice, or of when reasonable notice would have been given of the original sample verified test results.
  - f. An employee's test result that shows to be inclusive will be suspended without pay pending the outcome of the test. In the event the confirmed drug test is negative, the employee will be rein-

stated with back pay and interest on such amount at eighteen percent (18%) per annum for the time off while under suspension.

## **V. SCHEDULING**

1. Drug and alcohol testing will be scheduled during normal work periods. The time required for testing, including travel time, is considered work time for purposes of FLSA, compensation and benefits.

2. A minimum of two (2) hours compensation or actual time spent at facility if time exceeds two hours will be paid for pre-employment testing. However, individuals testing positive for drug and/or alcohol will not be compensated at the two hour rate.

## **VI. CONFIDENTIALITY**

1. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

2. All testing will be conducted at a qualified lab by a medical review officer.

## **VIII. DISCIPLINARY ACTIONS**

1. All employees are to report to work in a physical condition that enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- a. use, possess, dispense, or receive prohibited substances on or at the job site;
- b. report to work with prohibited substances in their system.

### **2. Discipline**

- a. Refusal to submit to a drug and alcohol test when requested to do so will result in the individual being terminated or in the case of pre-employment, not hired.

- b. Applicants testing positive for drug and/or alcohol use will not be hired.
- c. Employees found in possession of drug and/or alcohol will be terminated.
- d. Employees found under the influence of drugs and/or alcohol while on duty will be subject to termination.
- e. Any employee who is currently enrolled in an assistant program and who tests positive, will be suspended until successful completion of the program and a negative test result. However, a second confirmed positive test will result in termination.
- f. Terminations under this provision, including the circumstances surrounding the conduct of the drug and/or alcohol test, shall be fully subject to the grievance and arbitration provisions of the contract to the same extent and in the same manner as all other grievances as defined herein.

## **ARTICLE XXIX**

### **LEGAL CONFORMITY**

It is the intent of the Contractors and the Union, parties to this Agreement, to comply fully with all State and Federal laws. Any provisions of this Agreement in conflict with any State or Federal law shall be void. All other provisions and articles of this Agreement shall remain in full force and effect.

## **ARTICLE XXX**

### **GRIEVANCE AND ARBITRATION**

**SECTION 1** - For the purpose of this Agreement, the term "grievance" is any claim or dispute involving an

interpretation or application of the Agreement by an employee, or an Employer, or the Union, or the Association that one of the other of the aforesaid persons or organization is violating or has violated this Agreement.

1. All grievances shall be resolved under the provisions of this Article.

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

**STEP TWO:** In the event that the grievance cannot be resolved within two (2) working days of the Step One conference, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Association. In the event the Employer is not a member of an Association, the written grievance shall be submitted directly to the Joint Grievance Committee in accordance with Step Three.

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

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

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

C. The Joint Committee shall have the power to resolve all grievances before it and shall have the right to examine all records of the Employers and employees as is reasonably necessary to resolve the grievance.

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

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

6. The time limits provided in this Section may be extended by mutual written consent of the Union and the Association.

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

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

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

**SECTION 2.** The provisions outlined in this Article shall supersede only those previously mentioned portions of this Contract which conflict; all other provisions to be applicable.

## **ARTICLE XXXI**

### **RIGHT OF ENTRY**

The Business Representative of the Union shall have the privilege to visit any jobs to enforce the provisions of this Agreement, and he shall use every precaution to avoid delays in the progress of the work.

## **ARTICLE XXXII**

### **SNOW REMOVAL**

**SECTION 1.** The Contractor recognizes the Union as the sole and exclusive collective bargaining agency for those employees of the Contractors engaged in the operation and maintenance of all portable machines and engines used in off job snow removal. The Contractor and the Union agree that to facilitate this emergency operation the following provisions and conditions shall prevail for this work only:

A. Operators shall work eight (8) straight time hours before overtime shall start, Monday through Saturday. One and one-half (1½) times the established rate of pay shall be paid for all overtime work, including Sundays and holidays.

B. Shifts may be established using any shift hours feasible, however, there must be at least eight (8) hours elapse between the time an operator concludes work and the time he is expected to return to work, otherwise such time worked in the second instance is to be considered as overtime. Operators shall receive no less than four (4) hours pay per shift after being called for duty.

**SECTION 2.** The provisions outlined in this Article shall supersede only those previously mentioned portions of this Contract which conflict; all other provisions to be applicable.

### **ARTICLE XXXIII**

#### **JOB STEWARDS**

Job Stewards will be appointed by the Union, when it is deemed advisable by either the Union or the Contractor. The Steward shall be selected from among the work force of the Contractor and in such capacity be authorized to hear grievances and attempt to settle same in accordance with the provisions of this Contract.

A Steward shall have no authority whatsoever to cause a strike or to impose unethical conditions on either the Employer or the employees. It shall be the responsibility of the Steward to promote a harmonious job relationship.

### **ARTICLE XXXIV**

#### **MARKET RECOVERY**

The Unions and the Associated Contractors of the Quad Cities together shall create a Competition Committee.

The Competition Committee shall include the Operating Engineers Local #150 District No. 8, Cement Masons Local #344, Laborers Local #309, Teamsters Local #371. This Committee shall consist of an equal number of members representing the Employer and Union with no less than three (3) persons from each group. The Union and/or Association may appoint alternate members.

The purpose of the Competition Committee is to monitor the unfair competition in the Industry. The Committee shall take those steps necessary to keep parties to the Agreement competitive in the market area covered by the geographic boundary of the Agreement.



The Local Union Business Manager, or authorized representative, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only. Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Upon such a request, the Local Union may, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for their Employers. No wage concessions shall be granted on projects on which any law or agreement require that a prevailing rate be paid.

## **ARTICLE XXXV**

### **I.U.O.E. LOCAL 150**

#### **QUALIFIED SAVINGS PLAN TRUST**

The Employer hereby agrees to accept and be bound by the terms and conditions of the International Union of Operating Engineers Local 150 Qualified Savings Plan Trust Agreement, including any amendments or changes thereto, together with such plan rules and regulations as established and maintained in accordance with applicable State and Federal laws and regulations and that such Plan and Fund receive and maintain a tax qualified status with the Internal Revenue Service. The Employer further agrees to accept as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer further agrees to pay contributions into said Plan or Fund in such amount as set forth in Article XI of this Agreement.

## **ARTICLE XXXVI**

### **DURATION AND TERMINATION**

THE AGREEMENT shall be in full force and effect from June 1, 2003 through May 31, 2006, inclusive, and

shall renew from year to year thereafter unless either party serves written notice upon the other of intent to modify or terminate the Agreement no less than sixty (60) days prior to any expiration date. Upon the service of notice of termination or modification, the parties shall promptly commence negotiations to the end of reaching a new or modified Agreement.

Representing:

**ASSOCIATED CONTRACTORS OF THE QUAD CITIES**

Art Snyder  
President

Tom Curnyn  
Assoc. Representative

Kent Booth  
V. Pres. Assoc. Contr.

Bill Hass  
Assoc. Contractor

*Art Snyder*  
*Tom Curnyn*  
*Travis K. Booth*  
*William M. Hass*

Representing:

**LOCAL NO. 150, I.U.O.E.**

William E. Dugan  
President/Business Manager

Steven M. Cisco  
Rec. Corres. Secretary

Raymond C. Connors  
Financial Secretary

Craig Wonderlich  
Business Representative

Marshall Douglas  
Business Representative

*Wm. E. Dugan*  
*Steve M. Cisco*  
*Raymond Connors*  
*Craig Wonderlich*  
*Marshall E. Douglas*