

OHIO HIGHWAY HEAVY AGREEMENT

Effective
May 1, 2010 through April 30, 2013

Between

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 18 AND ITS BRANCHES (AFL-CIO)



AND

THE LABOR RELATIONS DIVISION
OF THE
OHIO CONTRACTORS ASSOCIATION



EMPLOYERS

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AGREEMENT

Between

THE LABOR RELATIONS DIVISION OF THE OHIO CONTRACTORS ASSOCIATION

**(LRD/OCA) which may be referred to
hereinafter as the "ASSOCIATION"**

and

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 18 and its Branches (AFL-CIO)
referred to hereinafter as the "UNION"**

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents.

It is understood that the LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION is not liable hereunder, as it is acting only as negotiating representative for its subscribing members. The Association certifies that it is authorized to represent its members in the execution of this Agreement and agrees to furnish the Union with a list of all members subscribing thereto. The Labor Relations Division of the Association will certify to the Union Employers who affiliate subsequent to the date of this Agreement, and such Labor Relations Division members shall be covered and bound by the terms of this Agreement. The Union may request a meeting with such new member and the OCA/LRD Representative, and such meeting will be held within five (5) days of the request.

NOW, THEREFORE, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

ARTICLE I

GEOGRAPHICAL AND INDUSTRIAL SCOPE OF AGREEMENT

1. The provisions of this Agreement shall govern the employment of and conditions under which employees shall work and rates of pay they shall receive on work as defined herein for all counties of the State of Ohio, except Columbiana, Mahoning and Trumbull, and including Boone, Campbell, Kenton and Pendleton counties in Kentucky.

SCOPE

2. The word “work” when used herein means “Highway Construction, Airport Construction, Heavy Construction, Railroad Construction, Sewer, Waterworks and Utility Construction, Hazardous Waste Site Remediation, Industrial and Building Site, Power Plant, Amusement Park, Athletic Stadium Site and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction” as hereinafter defined within the jurisdiction.

A. “Highway Construction” work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails and fences, but shall not include construction of buildings.

B. “Airport Construction” work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking lots and similar work incidental to the construction of airfields, but shall not include the construction of buildings.

C. “Heavy Construction” work is defined as including, but not limited to, excavation for underground garages, grade separations, foundations, abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, pedestrian tunnels, water development projects, hydroelectric development, utility transmission lines, including right-of-way clearing, demolition of buildings on a highway right-of-way,

locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors and all municipal and utility construction, except construction classified as building construction, and including hazardous waste site remediation work.

D. "Railroad Construction" work is defined as new construction including grading, drainage, placing of rails, crossties, ballast and the construction of bridges and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

E. "Sewer, Waterworks and Utility Construction" work is defined as including construction of all storm sewers, sanitary sewers, supplying of all storm sewers, sanitary sewers, supplying and distributing waterlines, gaslines, telephone and television conduit, underground electrical lines and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

F. "Industrial and Building Site" work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level, but shall not include the actual excavation for the buildings for foundations and footers on the construction of buildings.

G. "Power Plant, all Wind Generation Devices and all supporting infrastructure (underground and roadway), Solar Farm, Geo Thermal Site, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers in construction of the buildings.

H. "Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work is defined as all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.

I. Any work under F, G and H above, the Employer shall pay a rate determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

ARTICLE II

PROVISIONS AND LIMITATIONS

3. All members of the Labor Relations Division of the Ohio Contractors Association, and any person, firm or corporation who as an Employer becomes signatory to this Agreement, shall be bound by all terms and conditions of this Agreement as well as any future amendments which may be negotiated by the Labor Relations Division of the Ohio Contractors Association and the Union, and furthermore, shall be bound to make Health and Welfare payments, Pension payments, Apprenticeship Fund and Safety and Educational Fund payments required under Article V for all work performed within the work jurisdiction outlined in Article I of this Agreement, or any other payment established by the appropriate Agreement.

4. The Employer will employ Operating Engineers for the erection, operation, assembly and disassembly, and maintenance and repair of the following construction equipment, regardless of motive power: Air Compressors, Backfillers, Batch Plants, Boilers, Cableways, Connection Machines, Derricks, Finishing Machines, Truck-Crawler and Locomotive Cranes, Concrete Mixing Plants, Shovels, Hoes, Keystone Graders, Paving Mixers, Piledriving Machines, Tractors, Le Tourneau and other types of Scoops, End Loaders and all like equipment within the jurisdiction assigned to the Union by the American Federation of Labor.

Maintenance Engineers shall be employed to do all pipefitting in connection with hoisting and portable equipment. Maintenance Engineers shall install well-point systems and shall be employed to do all burning and welding in preparing

and maintaining of all equipment operated by members of this Union.

Establishment of, and transferring of, all original lines and grades, elevations and exact locations of excavations, fills, sub-grades, foundations, walls, piling, concrete, etc., and/or including all linear and angular measurements appertaining to the work scope outlined in the Highway Heavy Agreement, shall be performed exclusively by Field Survey Crews. This also pertains to the use of Geodimeter, or any other device that electronically measures (shoots) distance, shall be the work of the Operating Engineers (only applies to in-house crew). The Union recognizes that surveying instruments are used by supervisors and supervisory personnel and will agree to this practice and custom.

The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned him by the AFL-CIO, will be respected and all operating engineer work will be performed by an Operating Engineer.

5. Providing the employment is in accordance with the terms of the Agreement, the Union shall at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees to operate, maintain and repair equipment.

6. Upon the request of either party a Pre-Job Conference will be held at least five (5) days prior to commencing work and the Union may request and receive the Pre-Job Conference with the Employer on an individual basis. In case of an emergency start of a construction job, the Pre-Job Conference will be held as soon as possible after the commencing of work. When an Employer is awarded a contract of \$500,000 or more, the Employer will notify the Union at the time it is awarded such job. Following are the items which will be discussed at the Pre-Job Conference:

A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classifications of work under this Agreement and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.

B. Work schedules.

C. Questions of jurisdiction and assignment of work.

D. The Employer agrees that wherever possible at such Pre-Job Conference, they will notify the Union having jurisdiction over the project of any subcontracts let by the Employer, the names of the subcontractors and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union, and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original Pre-Job Conference for the project.

E. Before the start of any project containing known hazardous waste materials, there will be a Pre-Job Conference held. The Employer must notify the Union five (5) days prior to starting work on the project. Failure to do so, the Union has the right to withhold its service until such time a Pre-Job Conference is held.

It is understood and agreed that no agreement may be made at the Pre-Job Conference which will effect change, modify or abrogate the Labor Agreement in effect between the two parties hereto.

7. The Employer recognizes and acknowledges that Local 18 and its Branches of the International Union of Operating Engineers is the sole representative of all employees in the classifications of all work under their jurisdiction covered by this Agreement for the purposes of collective bargaining.

The Union likewise recognizes the Labor Relations Division of the Ohio Contractors Association as the sole bargaining agent for its members for work as defined herein for the geographical area and scope of work outlined.

8. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Local Union above stated on the effective date of this sub-section shall remain members of the Local Union in good standing as a condition of employment.

9. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of any one of said Locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section, or following the beginning of their employment, whichever is later.

10. The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may discharge any employee whose work is unsatisfactory, or who fails to observe the safety precautions or other rules and regulations prescribed by the Employer for the health, safety and protection of its employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XV, Paragraphs 107 through 109. Intoxication and/or assault committed on the job site shall be cause for immediate discharge.

11. The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labor-saving devices.

It is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible.

It is agreed that a fair day's work shall be given for a fair day's pay.

12. The Employer may shift during a work day an Operating Engineer from one piece of hourly and day rate of pay equipment to another hourly or day rate of pay piece of equipment, without limitation from same job site providing the shifting does not interfere with another Operating Engineer's work day. This condition also pertains to weekly pay equipment. However, there shall not be any intermixing with weekly pay equipment to hourly or day rate of pay equipment. The Operating Engineer will be paid the higher rate for that day in all cases.

13. If the Employer assigns any piece of equipment to someone other than the Operating Engineer, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wages and fringe benefits from the first day of violation.

14. The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes, and other such duties as may have to be performed, provided the activities do not interfere with the progress of the job.

15. The Union may, when it believes it necessary, appoint a Steward on each shift on a project and a Union Representative will, when making such an appointment, notify the Employer.

On a large project the Union and the Employer may mutually agree to more than one (1) Steward per shift. The Steward shall perform full-time work for the Employer and shall be subject to the same rules, rights and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action which would be in violation of this Agreement.

Each new employee shall report to the job superintendent before starting work and, if there has been a Steward appointed for that particular project, the new employee shall report to the Steward by the end of the lunch hour of the first day's work.

The Steward shall be allowed sufficient time during working hours to perform all normal Steward duties, and it is understood that a Steward will not act under the grievance procedure outlined herein. The Steward shall notify the Union District Representative of grievances.

The Steward shall not have job priority and will be laid off in the same manner as any other employee upon completion of his/her particular job assignment. The Employer will give twenty-four (24) hours notice to the Union prior to the layoff of the Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

16. The Union and the Employer agree to make every effort to establish the wage rates in this Agreement as the prevailing wage rates for Highway Heavy construction for all public works contracts in the State of Ohio for the area designated herein, and both parties will present this Agreement to the Davis-Bacon Section, United States Department of Labor, and the Ohio Department of Industrial Relations as prevailing rates.

17. The Union and the Employer will cooperate in the establishment of a safety program.

At the Pre-Job Conference where it is agreed that safety hats shall be required, the wearing of such hats may be made a condition of employment. It shall be the responsibility of the employee to furnish his/her own approved safety hat when not furnished by the Employer.

It is agreed the Employer will abide by State Safety Code 4121; 1–3 and any federal statutes and will provide all necessary safety equipment as outlined therein. All safety equipment required by the project owner or manager will be at no cost to the employee, except work shoes of any type.

TRAINING: The Safety Training Passport 16-Hour Program will be made available to all Union members by the Union at no cost to the Employer. The program will consist of:

Safety Awareness, Fall Protection and Hazard Communication as required by current OSHA regulations.

Operating Engineers dispatched to a project to perform trench excavation work are required to have successfully completed eight (8) hours of trench safety training.

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

Effective May 1, 2011 and thereafter, all Operating Engineers dispatched to and/or employed on a project are required to have successfully completed the 16-hour Safety Training Passport (STP) Program or an OSHA-approved 10-hour construction safety training program. Comparable safety training shall be renewed and updated every five (5) years or the Operating Engineer shall be considered unqualified. Verification of valid, updated training must be presented to the Employer upon dispatch, hire or request. Employers who provide such safety training shall not be required to pay employees to attend the training.

HAZMAT PROJECTS: All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an Operator is required to don a special protective suit and/or a self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, the Employer will notify the Union District Office. Reasonable dress-up time and clean-up time will be allowed. The first qualified bargaining unit employee on the job will be designated the steward-safety man, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered “safe zone” area shall be provided. There shall be wash-up facilities on all toxic/hazardous waste sites.

On such projects, it is expressly understood that if the employees' immediate health and safety are in danger, the employee may discontinue operations, without penalty, until satisfactory results are obtained, or until such time as a recognized safety agent shall declare the equipment or operation to be safe. All Operating Engineers' employees shall be advised by the Employer prior to employment as to the nature of the known hazardous waste and possible resultant physical injuries as may be required by applicable law.

18. DRUG TESTING: The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and the Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the construction industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property, or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impaired the employee's ability to safely perform his/her duties on the job site. Such tests usually involve a sampling of the employee's blood, urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary

action up to and including discharge. Refusal to take a test or the submission of an adulterated sample shall be determined the same as a positive test result. The employee/member shall follow all requirements outlined in this section.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology laboratory and/or currently qualified under the Substance Abuse & Mental Health Services Administration (SAMSHA) under the U.S. Dept. of Health & Human Services and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wages and fringes for the time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee confines himself/herself to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program to the Local 18 Medical Review Officer (MRO), he/she shall be removed from the employer's job site; shall be prohibited from registering under Article III of the referral of this contract and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program to the Local 18 MRO, the employee may be restored to his/her original job with the employer. If the employee is not restored to their original job, the employee will be allowed to register for work in the referral by registering a new work referral card. The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the Local 18 MRO upon request monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her

referral card in the register and utilize the referral or if working, to be removed from work.

Any positive drug and/or alcohol test result after the second rehabilitation procedure shall result in the applicant being permanently barred from registering on the Local 18 referral.

19. HARASSMENT POLICY: The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

ARTICLE III REFERRAL SYSTEM

20. Local 18 and its Branches shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one (1) office of the Union at any one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and re-registrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

GROUP A: All applicants who have worked as Operating Engineers at least 360 days, 90 days or more per year, during the last four (4) years, and have been employed for at least 360 days, 90 days or more per year during the last four (4) years on work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

GROUP A PREFERRED: Must have Group A eligibility.

Group A registrants may voluntarily register in the Group A Preferred, however, registrants in the Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of

referral from the Preferred A deck. Preferred A status employees will not be eligible for letter of request by the Employer: Welding Machines, Elevator, Conveyor, Pumps, Compressors, Generators, One Drum Hoist, Mono-Rail Hoist, and Portable Heaters.

(B) It is further understood and agreed that when the Employer employs Operating Engineers not currently in his/her employ for any machines listed in this section, the Employer shall call the referral office servicing his/her job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any Operating Engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

(C) Workmen registering in this Preferred A group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

GROUP A RETIREES: Must have Group A eligibility.

The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group. The Group A Retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A Retiree will not be eligible for letter of request by the Employer.

GROUP B: Same as Group A, except that the employment shall have been at least 270 days, three (3) years of 90 days each. All fourth year Apprentices and Trainees shall be registered in this group.

GROUP C: All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

GROUP D: All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

GROUP E: All other applicants and all first year Apprentices and Trainees shall be registered in this group.

GROUP F: All applicants who are "temporary employees."

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeymen certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union hall the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

Any registrant requesting that their work registration card be placed on hold due to sickness, ill health or physical condition, must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness or physical condition prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one hundred twenty (120) days. No registration cards will be placed in the hold position for illness or physical condition for less than a thirty (30) day duration. Any refusals of dispatches due to illness or physical condition for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

21. In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of such rejection. In the event a registrant is discharged by the employer because of lack of sufficient ability, and he/she does not exercise his/her rights under the referral Board of Review and Arbitration under Paragraph 25, the classification or equipment from which he/she is discharged shall be stricken from his/her referral record and he/she shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or

2. Has presented to his/her dispatch office a letter from a previous Employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the Employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of equipment in his/her employment.

D. When an applicant is actually employed, he/she shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until he/she has made application to the Board of Review and Arbitration provided for in Paragraph 25 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, his/her name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one (1) day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days, (only one (1) fifteen (15) day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, he/she shall be restored to his/her previous position on the register when such employment ter-

minates. Any applicant who quits employment or fails to show up for work assignment at starting time after being dispatched (provided he/she was dispatched the previous day), for whatever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until he/she puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before he/she is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the District office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the District. If an applicant refuses a job referral for the second consecutive time, he/she shall lose his/her position on the register and go to the bottom of the list for his/her group*. If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$18.75† and another \$18.75† for each re-registration thereafter, provided that such fee shall not exceed \$18.75† in any consecutive thirty (30) day period and provided that such fee shall not apply to the following:

1. Members in good standing of Local 18 and its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and

2. Applicants for membership to Local 18 and its Branches, International Union of Operating Engineers, whose pro-

* Does not apply to the former Ohio or Kentucky Residential and Light Commercial Agreements referral.

† Effective July 1, 2011 \$19.25; July 1, 2012 \$19.75

portionate share of the cost of this referral system is met by their fees; and

3. Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.

G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.

H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.

I. Subject to this referral system employers may hire through this referral policy by name former employees who have resided for at least twenty-four (24) months in the State of Ohio or in any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union District Office and the Employee requested must be registered on the District referral list (Groups A through E).

Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the District in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing, on the letterhead of the Employer and signed by either the Employer or the superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his/her payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union District Office from which the employee is to be transferred.

The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide non-discriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event the referral list is exhausted, and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees", and will be subject to replacements. The Employer will notify the Union District Representatives of the name, union affiliation (if any), date of employment and social security number of such "temporary employee". The Union will maintain a register of all such "temporary employees", and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.

Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

1. The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working, and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.

2. The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his/her request for employee applicants, the Union shall refer the first applicant on the register possessing such skills, or abilities, regardless of the place or classification of such applicant on the register. If a contractor requests or requires that the Operator be a Certified Operator, verification of the Operator's certification is the responsibility of the Employer. If the Employer notifies the Union in writing, within 30 days after the employee's discharge, of an Operator who had

been in his/her employment and who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relationship without a proper referral by Local 18, shall be discharged by the Employer when it is called to his/her attention.

22. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.

23. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to herein.

24. In addition to the above registration groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year Apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants referral out of this Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar

week or eight (8) days or less duration in a calendar month on equipment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month—as a result of the Short Term Job Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of Group A, Preferred A and Group A Retirees except as modified herein.

25. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration con-

sisting of one (1) representative of the Union, one (1) representative of the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

26. This statement as to referrals, shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union and all offices of the Employer.

27. An Ohio Contractors Association Labor Relations Division Representative may inspect the referral register at the Union District Office at any time during normal office hours.

28. All officers and business representatives of the Union who have had previous work experience in any one (1) or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, they shall do so with the same preference as if they had continually worked at the trade and shall be eligible upon registration for Group A.

ARTICLE IV

WAGE RATES

29. The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes under the jurisdiction of the International Union of Operating Engineers, Local 18 and its Branches of the International Union of Operating Engineers, and as negotiated by and between Local Union 18 and its Branches of the International Union of Operating Engineers and the Labor Relations Division of the Ohio Contractors Association.

30. Exhibit "A" covering wage rates and classifications attached hereto, is made a part of this Agreement. If equipment within the jurisdiction of the International Union of Operating Engineers is used by an Employer and there is not an appropriate classification listed under the wage schedule herein, either party may request the other party to meet to negotiate a new classification and rate of pay. Such meeting shall be held

within five (5) days from the date of the request for the meeting. The new classification shall be placed in Class "B" rate classification, unless the equipment is small non-productive in nature. Such equipment shall be placed in Class "E". If no agreement can be reached on a new rate, the dispute will be referred immediately to Step 4 of the Grievance Procedure outlined in Article XV, Paragraph 108; however, the classification will be continued to be paid at the Class "B" or Class "E" rate until final settlement is made.

31. The Employer may, at its discretion, designate a person in their employ as a Master Mechanic, and such Master Mechanic shall be answerable to the Employer and paid at the rate established herein. The Master Mechanic so appointed must be a member of Local 18.

32. On jobs where Maintenance Operators are to be employed, the first two (2) employed shall be Class A; the third one, if required, may be Class B or Mechanic Trainee. Any further hire of Maintenance Operators shall be two (2) Class A, then a Class B or Mechanic Trainee may be hired. This ratio of two (2) Class A, then a Class B or Mechanic Trainee shall be continued in the hire of all Maintenance Operators as required by the project requirements. Mechanics in training, working under these provisions will be compensated according to the schedule provided under the "Field Mechanic Trainee Schedule." (See pages 57 and 66)

33. No supervisory employee shall perform productive work or operate equipment which would deny an Operating Engineer employment.

ARTICLE V

FRINGE BENEFIT PROGRAMS

34. The fringe benefit provisions contained herein shall apply to all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who become signatory, or bound by this Agreement, and any other Employer or Employer groups who become a party to an agreement covering the Fringe Benefit Programs set forth herein.

All Employers bound hereby agree to be bound by the

Agreements and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan, Apprenticeship Fund and Safety Training and Educational Trust Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan, and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

35. Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

A. PENSION FUND: Effective May 1, 2010 is \$5.00 per hour

B. HEALTH & WELFARE PLAN: Effective May 1, 2010 is \$6.66 per hour

C. APPRENTICESHIP FUND: Effective May 1, 2010 is \$.55 per hour

D. SAFETY TRAINING & EDUCATIONAL TRUST FUND: Effective May 1, 1974 is \$.04 per hour

The Union shall have the option of diverting all or any part of the increase scheduled for improvement of or payment of costs of any fund benefits provided under this Agreement; provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the office of the Ohio Contractors Association at least 60 days before the effective date of the scheduled change specifying in said notice the amount of change to be applied for this purpose in the fund benefit for which the money is to be used.

36. It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit during regular working hours, the books and records of any party obligated under this Agreement to contribute thereto,

with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the Contractors Construction Association dues, Ohio Contractors Association under Paragraphs 86, et. seq. and with respect to the Administrative Dues deduction under Paragraph 82. Notwithstanding the foregoing authority allowing audits with respect to the Contractors Construction Association Dues, Ohio Contractors Association and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds and Plan referred to herein and shall not be conducted independently. The twenty-four (24) hour notice referred to in Paragraph 37 (A) shall only be given for delinquencies to the employees Fringe Benefit Funds or Plan referred to therein.

37. Reports of employees who have worked, the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or in part, and in addition to all other remedies, either in law, in equity, by contract, or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:

A. After the Trustees, or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the Funds, Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary, until such delinquent payments are made, or said audit is permitted, such action including, but not limited to, the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues, Article XV notwithstanding.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitra-

tion procedure in this paragraph to collect delinquent contributions and liquidate damages, to enforce any audit, or to obtain any report, the following procedure shall apply:

1. Unless the issue is resolved between the Employer and the party giving notice, within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan, or Union, such party may refer the matter to an arbitrator to be named by the Labor Relations Division of the Ohio Contractors Association, and by Local 18 of the International Union of Operating Engineers, whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefor, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association, whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

38. The Employer and the Union shall each appoint two (2) Trustees to constitute the Board of Trustees to establish a Safety Training and Educational Trust Fund.

The Employer shall contribute four cents (\$.04) per hour for each hour paid to each employee covered by this bargaining unit for the Safety Training and Educational Trust Fund in a manner and a method established by the Board of Trustees.

The Board of Trustees is charged with the responsibility of formulating in writing the specific and detailed provisions of the Safety Training and Educational Trust Program including all necessary rules, regulations and provisions to make such a program effective.

The program and the contributions to it shall conform with the Labor-Management Relations Act and other laws which may be in effect or which may hereafter be enacted affecting such plan, contribution, or benefits hereunder.

The program must meet the requirements of the Internal Revenue Code and the regulations and rules of the Internal Revenue Service so that all Employer contributions shall be considered tax deductible. Any disbursements of contributions from the Trust Fund established, if made before it has qualified

for tax exemption, must comply substantially with the terms of the Trust, and the Employer contributions to and for such Trust Fund must not be used in any manner which would adversely affect a tax qualification of the Fund and the interest of the employees in its objectives.

All the provisions for this Fund shall cover all Employer members of the Labor Relations Division of the Ohio Contractors Association, all Employers who hereafter become signatory to this Agreement, and the members of any other association of contractors who by agreement are obligated to make contributions to the Fund heretofore established.

The provisions of the Trust Agreement, Rules of Eligibility and Regulations created by the Trustees for the administration of the Fund, are a part of this Agreement and incorporated herein by reference as if fully rewritten, and binding upon the parties thereto and the beneficiaries.

Notwithstanding any other provisions of this Labor Agreement, any Employer obligated to contribute to the Fund, and who fails to do so, and becomes delinquent under the regulations established by the Trustees for receipt of contributions, and after the appropriate Local Union or Unions have given written notice to the Employer of such delinquency, the Local Union or Unions, as the case may be, shall have the right to direct the covered employees to withhold their labor until the contributions which are owing are paid in full. In addition, the Union or Unions involved and/or the Trustees of the Fund retain the right to take any legal or other appropriate action as may be deemed necessary to collect delinquent payments.

39. Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Contractors Association and to the Union that an Employer is delinquent in making fringe benefit payments, the delinquent Employer will be required to post cash bond in the amount determined by the Trustees.

The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

40. In no event shall the foregoing provisions relating to fringe benefits be subject to, or suitable for grievance and arbitration under Article XV of this Agreement.

41. The Employer must obtain an insurance payment bond from a company that is "best" rated A, financial category 7 or better, payable to the Ohio Operating Engineers Fringe Benefit Programs as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event that the Employer becomes delinquent in its payments and defaults thereon. In lieu of a surety bond, an Employer may substitute an equivalent cash bond which will be escrowed to guarantee payment of fringes. If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union shall withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said insurance payment bond or cash bond in amounts set forth below:

1-10	Operating Engineers	\$50,000.00
11-20	Operating Engineers	75,000.00
21-50	Operating Engineers	100,000.00
Over 50	Operating Engineers	125,000.00

ARTICLE VI

WEEKLY PAY EQUIPMENT

42. In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

Asphalt Plants

Boiler Operators or Compressors, when mounted on a rig

Concrete Plants (over 4-yds. capacity)

Cranes (all types, except boom trucks)

Derricks

Draglines

Dredges (dipper, clam or suction)

Firemen, Apprentice/Helper (Oiler) and Signalmen, when members of a crew

Firemen on Floating Equipment

Floating Equipment (work on the Great Lakes or its commercial navigable tributaries shall be performed pursuant to the Great Lakes Floating Agreement and not under this Agreement)

Gradalls

Hoes (except when attached to farm or industrial-type tractors or CAT 320 Hoe or equivalent and below)

Maintenance Operators (Class A)
Master Mechanics
Mining Machines
Piledriving Machines
Power Shovels
Rotary Drills on Caisson Work
Slip-form Pavers
Survey Instrument Men
Survey Party Chiefs
Survey Rodmen or Chainmen (May 1 to November 1)
Tower Derricks
Tug Boats
Tunnel Machines
Wheel Excavators

43. In the counties of Cuyahoga, Lake, Ashtabula and Geauga, classifications not listed above as weekly pay classifications shall be employed on a day-pay basis. In all other counties covered by this Agreement, the classifications not listed above as weekly pay classifications shall be employed as provided for under the hourly rate and reporting pay provisions listed herein.

44. Employees employed on a weekly pay basis, starting jobs after Monday, shall be paid for the remaining number of days in the work week. Weekly-pay employees reporting for work on Saturday, Sunday or holidays shall receive eight (8) hours straight time for reporting if no work is performed, and they are not required to remain on the job; if they start to work, they shall receive eight (8) hours at premium time in accordance with Article VII. They must report for work at starting time and, except as noted above, remain on the job for the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

However, when an employee working on equipment with a weekly-pay guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three (3) days of the week. The Employer will notify the Union District Representative prior to the application of this provision.

45. When a machine having a forty (40) hour guarantee is

laid up and the workmen are laid off and paid off, that machine cannot be started back to productive work unless it is laid up for one (1) week (seven days) without calling back the employees which had manned the machine, and they shall be paid for the time they have been off unless mutual agreement is reached between the Employer and the Union District Representative to permit employees to work on the weekly-guarantee equipment during the seven (7) day "lay-up" period without penalty.

46. In order to be eligible for the weekly-pay, weekly-pay employees have the right and they must accept transfer with their weekly-pay equipment to another project within the same district of Local 18.

47. Crews will be eligible for straight-time weekly pay when their equipment is transferred out of their District up to the day the equipment is shutdown, otherwise, paragraph 44 prevails. They need not go with their equipment out of the District in which they were originally employed to be eligible for the weekly pay.

48. Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid off because of lack of work.

49. At the end of a work shift, employees employed in day pay classifications will be notified as to the day to report for work if the Employer determines that the employee should not report to work the next scheduled day, otherwise any other notice of the change of a work schedule shall be made by calling the employee at the telephone number designated by the employee for such purpose.

50. Employees employed in day pay classifications, unless notified by the Employer not to report to work, shall be paid for eight (8) hours on the day they report for work. Day-pay basis employees reporting for work on Saturday, Sunday or holidays, shall receive eight (8) hours straight time for reporting if no work is performed and they are not required to remain on the job; if they start work, they shall receive eight (8) hours at premium time in accordance with Article VII. They

must report for work at starting time and, except as noted above, remain on the job the full eight (8) hours to be entitled to receive the eight (8) hours pay stipulated in this Agreement.

51. In the balance of the counties in the State of Ohio and in the counties of Boone, Campbell, Kenton and Pendleton in Kentucky, workmen employed in classifications other than weekly pay, unless notified by the Employer not to report to work shall receive two (2) hours pay for reporting to work and the employee is required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the employer releases the employee prior to the end of the first hour; if such Operator does not start to work, he/she shall receive his/her two (2) hours reporting time; if the employee starts to work, he/she shall receive four (4) hours pay; if the employee works over four (4) hours, he/she shall receive eight (8) hours pay; for inclement weather only it will be 2, 4, 6 and 8.

For employees reporting to work on Saturday, Sunday or holidays, all conditions in this paragraph will apply. Time worked will be paid for at the rate provided in accordance with Article VII. They must report to work at starting time to be entitled to reporting pay.

Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement.

52. All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

53. On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. The Union Office should be advised of this condition to avoid any misunderstanding. The Union District Representative and the Employer may mutually agree to extend to two (2) days the employment of a crew on a day-pay basis.

ARTICLE VII

HOURS OF WORK AND OVERTIME

54. The week shall begin on Monday A.M. and shall end on Friday P.M. Starting time will be set by the week.

55. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours except as provided herein. Time and one-half the regular rate shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater.

55a. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employee will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification, to work a four-ten hour schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten hour work schedule must be by the week.

55b. In addition to the above: It is agreed that when time is lost by a crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown, or by direction of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. Weekly pay employees, in order to be eligible for eight (8) hours' pay that day, must be available to perform work for the Employer.

55c. The provisions of Paragraph 61 apply herein.

55d. Pay day will be on the last scheduled work day but not later than Friday. If direct deposit is offered, the member can participate voluntarily.

56. Time and one-half the employee's regular rate of pay shall be paid for all work performed on Saturday.

57. All work performed by an employee on Sunday, New

Year's Day, Memorial Day, (last Monday in the month of May), Independence Day, Labor Day, Thanksgiving Day and Christmas, shall be paid at two (2) times the regular rate. There shall be no work required on Labor Day except in special cases of emergency. Holidays shall be of twenty-four (24) hours duration and no employee on a weekly basis of pay shall lose time because of holidays and when required to work on holidays, he/she shall be paid double time.

58. Whenever a holiday falls on Sunday, such holiday shall be observed on Monday.

59a. Certain government projects are contractually restricted to weekend hours only. These projects are defined as weekend projects beginning at 6:00 P.M. Friday to 6:00 A.M. Monday. Employees working on these weekend projects, as defined above, will be paid time and one-quarter (1-1/4) of the established classification rate for all hours worked on the weekend project.

This provision is limited to weekend projects only, as defined above, and does not apply to any employee who has worked any hours Monday 6:00 A.M. to Friday 6:00 P.M. These employees shall receive the applicable premium or overtime rates set forth in this Agreement for all work performed during the above defined weekend hours.

59b. Where project owners establish specifications, requirements, or for safety reasons that limit the days or hours in which work may be performed, the Employer, after advance notice to the Union, may start the work week after 6:00 P.M. on Sunday at straight time rates. In applying this schedule, Sunday P.M. will be considered Monday, the following Friday will be considered Saturday (paid at 1-1/2 X rate) and Saturday will be considered Sunday (paid at 2 X rate). All premium pay provisions will apply for the sixth and seventh day as to Saturday and Sunday respectively.

60. No Employee shall be required to work alone during the hours of darkness when performing maintenance work or operating equipment. This provision shall not apply to Employees servicing and starting equipment one (1) hour prior to the start of a shift, including Lubemen, Fuelmen, and Greasemen.

61. When operators of equipment are complementing other trades, they shall be compensated on the same premium overtime conditions as the trade they are complementing. To be eligible for the benefits on complementing another trade, an Operator must be required to perform a specific operation which is directly related to the work which the other trade is performing.

62. When Steam Boilers, Power Driven Heaters or Pumps and other such equipment are used on a continuous seven (7) day, twenty-four (24) hour per day operation, the Employer, at his/her discretion, can avoid overtime by working four (4) shifts, each shift to work six (6) hours on a seven (7) day basis. Employees working this shift arrangement shall be employed for forty-two (42) hours on a seven (7) day basis and shall receive forty (40) hours pay at straight time and two (2) hours at double time provisions.

This provision for avoiding overtime can only be used if the equipment is to be continuously operated for more than thirty (30) days. In the event the Employer cannot furnish thirty (30) days of employment after commencing work under this paragraph, it is agreed that when the employees are laid off, the Employer will pay retroactive overtime to such laid off employees from the start of this operation in accordance with other overtime provisions of this Agreement.

63. Booms, including jib 150 feet through 180 feet in length, shall receive twenty-five cents (\$.25) per hour in addition to the established crane rate.

Booms, including jib over 180 feet in length, shall receive fifty cents (\$.50) per hour in addition to the established crane rate.

Tower cranes, the height of the boom point from the first floor level of the project, will be used to determine when the long boom crane rate will apply.

64. Where compressors, generators or boilers are mounted on crane-type equipment (Piggyback Operation), two (2) Operating Engineers will be employed at the crane rate or any escalated rate in effect. They shall also be employed under the weekly guarantee.

Where compressors up to 600 CFM are operated and exclusively used to power attachments, such as the hoe ram and other similar pieces of equipment, the compressor will be

considered and manned as a Piggyback Operation, even though the compressor is located adjacent to the machine or crane and not mounted directly on the machine. The Apprentice/Helper (Oiler) operating the compressor is paid the Class A rate for the day.

ARTICLE VIII

CREWS AND GENERAL PROVISIONS

65. In all of the counties within the jurisdiction of this Agreement, crews (meaning an Operating Engineer and an Apprentice/Helper (Oiler), or Signaller on gas or diesel machines, or an Operating Engineer and Fireman on steam machines) shall be employed on all truck cranes, power shovels, cranes, rotary drill on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, piledriving machines and hoes, standard gauge locomotives and bucket trench machines (over 24" wide).

66. Truck cranes, lattice boom, thirty (30) ton capacity and under; hydraulic truck cranes and all terrain cranes, fifty (50) tons or less and under remote control; an Apprentice/Helper (Oiler) is not required. If a second person is needed in conjunction with the operation of this equipment, then the second person will be an Operating Engineer.

67a. Apprentice/Helpers (Oilers) are required on hoes, excavators, and front hydraulic shovels having a base operating weight in excess of 105,000 pounds and Apprentice/Helpers (Oilers) shall be required on cable crawler cranes over 80 ton structural capacity, defined as: the factory specified total maximum counter-weight with a PCSA rating not to exceed 36,400 pounds, based on 50' of boom at 40' radius, with the single line pull not exceeding 17,000 pounds. Anything outside any of the aforementioned limits determines the crane as requiring an Apprentice/Helper (Oiler). All factory certifications and the computer system will be available for inspection at any time by the Union or their designee. An Apprentice/Helper (Oiler) or other Operating Engineer is required on self-erecting cranes (as defined by the manufacturer) while being erected and dismantled. On remote control gradall, Apprentice/Helpers (Oilers) shall be at the discretion of the Employer.

67b. Apprentice/Helpers, (Oilers) while assigned to track hoes, cranes and other equipment, will perform the following work on the project as additional duty:

- Cover small equipment (i.e. pumps, generators, compressors, etc.)
- Act as signal person
- Safety-fire watch
- Practice operating in a learning environment in the vicinity
- Help with survey duties on project
- Help mechanic, lube trucks, fuel
- Practice operating rough terrain forklift, front loader, rubber tire hoe, loader in vicinity of primary duty
- Replace other Operators who may be absent on project
- Run parts or materials as necessary
- Safety enforcement
- Productive activity on job site to facilitate job completion when it does not interfere with progress of primary machine, providing this does not interfere with another Operating Engineer's workday

68. Employees requiring relief, for sickness or other causes, must notify his/her immediate supervisor before leaving the job.

69. Employer agrees to carry Ohio State Workers' Compensation, or other liability insurance for the protection of all the employees covered by this Agreement.

70. At the direction of the Employer's representative on the job, Operating Engineers shall be allowed proper time for necessary repairs and upkeep. There must be suitable shelter around equipment.

71. On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

72. Sanitary drinking water and toilet facilities will be available on the project in compliance with the provisions of the Ohio State Code.

73. The Employer agrees, upon the termination of any

employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release. (Union will provide uniform numbered slips in duplicate; original for employee, duplicate for Employer's file.)

74. Employees shall be paid once a week on the payday established by the Employer. Pay checks and the following information will be given to employees:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) It is agreed that all pay checks will show the deductions and also total fringe benefit payments.

If the employee is not scheduled to work on payday, the Employer shall mail the check to the employee's home post-marked not later than 5:00 P.M. on payday, unless the employee requests the Employer to hold his/her check to allow the employee to get his/her check at the project office or the Employer's office. Employees reporting to the project or office to pick up paychecks will not be eligible for reporting pay. When an Operating Engineer is laid off, he/she will be paid off at that time. Any employee discharged for just cause will receive their pay check by the end of the next pay period. In case of lay-off and a check cannot be issued at the job, the Employer will overnight the pay-off check so it is received the following business day at the address provided by the Employee.

75. When it is necessary for equipment to be operated, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work and if an Apprentice/Helper (Oiler) is required, the Apprentice/Helper (Oiler) who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic or Steward will be notified, when possible, of such emergency requirements.

76. The furnishing of a truck by a Mechanic shall not be a condition of employment. If an Employer is requesting a Mechanic, from the Union, the Employer may require the new Mechanic to furnish a truck. If a Mechanic is required to furnish

a truck, compensation will be negotiated between the Mechanic and the Employer.

77. Equipment operator employees shall be required to carry sufficient tools to make minor repairs and adjustments in order to meet manufacturers daily maintenance requirements on the equipment they operate. This excludes diagnostic and electronic equipment.

78. An Operating Engineer shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance and operation of the below listed small equipment:

Compressors of 185 CFM or less (not discharging into a common header)

Heaters

Welding machines of 300 amp or less

Gas or diesel driven pumps 4" and under (or one 6" pump)

Generators of 15 KW or less

Conveyors 18" belt or less

79. A combination, up to five (5) pieces, of the above equipment shall when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "E" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

80. An Operating Engineer shall be assigned to all work performed in connection with the installation, maintenance, repair and the starting and stopping of electric submersible pumps. Necessary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty. No full-time Operator is required.

81A. Work in the servicing and maintaining of self-contained mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew, or Apprentice/Helper (Oiler).

81B. When an Apprentice/Helper (Oiler) is assigned as the primary operator to a fuel/grease combo vehicle which requires specialized CDL endorsement, he/she will receive a \$3.00 per hour premium over the Class "E" rate (see pages 55 & 65).

ARTICLE IX

UNION ADMINISTRATIVE DUES AND DEDUCTIONS

82A. Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individual signed authorizations.

82B. The employer will deduct five cents (\$0.05) for each hour that the employee receives wages under the terms of the Agreement on the basis of individually signed voluntary authorized deduction forms. It is agreed that these authorized deductions are for remittance to Local 18's Political Education Patterns known as P.E.P., and are not a condition of membership in the International Union of Operating Engineers, Local 18 or of employment with the Employer, and that P.E.P. will use such monies in making political contributions in connection with federal, state, and local elections. Payments for P.E.P. reflecting employee hours worked shall be made on the monthly fringe benefit reporting forms and shall be remitted at the same time and in the same manner as the Employer submits the fringe benefit payments under Article V of this Agreement.

The costs of administering this payroll deduction for P.E.P. are incorporated into the economic package provided under the terms of this Agreement so that the I.U.O.E. has, through its negotiation and its execution of this Agreement, reimbursed the Employer for the costs of such administration.

All disbursements will be upon approval of the OCA/Local 18 Political Screening Committee by majority vote. The joint committee will be formed and additional rules of operation established as soon as practical after ratification. The Committee's rules shall become a part of this agreement as though fully written herein.

Unless otherwise agreed to by the ASSOCIATION and

UNION, all provisions of Paragraph 82B shall terminate or "sunset" with the termination of this agreement on April 30, 2013.

83. Credit Union savings will only be agreed to if all deductions are the same for all employees and the Union is responsible for getting the voluntary authorization.

84. All money collected by the Employer as provided herein shall be remitted to the Fringe Benefit Office not later than the fifteenth (15th) day of the month following the month in which deductions were made. The Union accepts full responsibility for the disposition of the funds so deducted once they have been remitted to the Fringe Benefit Office.

85. The Union agrees to hold the Employer harmless for any liability under said deductions.

ARTICLE X

ASSOCIATION DUES

86A. Each Employer bound by this Agreement shall pay the Contractors Construction Association dues of fourteen cents (\$.14) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments by check shall be made payable to the Contractors Construction Association. Such checks shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. Reporting forms for the Contractors Construction Association dues will be provided by the Ohio Contractors Association.

86B. Administrator Fee: Each Employer bound by this Agreement who is not an OCA member shall pay an administration fee of eight cents (\$.08) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the fringe payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

87. Each Employer bound by this Agreement shall pay the Ohio Construction Information Association Fund five cents (\$.05) per hour for each hour worked by employees of the Employer who are working within the bargaining unit herein. Such payments shall be transmitted with the Health and Welfare payments provided herein or transmitted directly to the Ohio Contractors Association no later than the fifteenth (15th) day of the month in which the work was performed.

88. The Union shall have no participation or control of any kind or degree whatsoever, nor shall the Union be connected in any way whatsoever with the Contractors Construction Association dues and the Ohio Construction Information Association Fund.

89. The Employers will hold the Union harmless from any liabilities arising out of the terms of Paragraph 86A through and inclusive of Paragraph 88.

ARTICLE XI

TERM OF AGREEMENT

90. THIS AGREEMENT shall be effective as of May 1, 2010 and shall continue in force and effect through April 30, 2013 and thereafter, from year to year until terminated at the option of either party after sixty (60) days notice in writing to the other party.

ARTICLE XII

SHIFT WORK

91. For purposes of overtime pay for multiple-shift operations, a work day shall be determined by starting time of the shift.

92. More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer provided, however, that more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period. Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift.

When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2) hours work with eight (8) hours pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay shall constitute the third shift.

ARTICLE XIII

REGISTERED APPRENTICES OR TRAINEES

93. Registered Apprentice or Trainee Engineers shall work under proper supervision of the Operating Engineer and under instruction of the Local Union. The Employer shall give ample opportunity for them to operate equipment under the supervision of the Operating Engineers whenever time and opportunity avails itself.

94. Registered Apprentice or Trainee Engineers employed on Operating Engineer's work shall receive the proper apprenticeship rate herein set for such work.

95. Work of the Firemen, Apprentice/Helpers (Oilers) and Signalmen shall include the getting up steam and greasing up, filling gas tanks and making the machines and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Oiler/Helper, or Signalman is required to make gas and diesel machines ready to operate before the regular starting time, such Oiler/Helper or Signalman shall be paid one-half (1/2) hour's pay at time and one-half (1-1/2) rate. If, at the discretion of the Employer, a Fireman is required to get up steam, grease steam machine and make same ready to operate before the regular starting time, then such Fireman shall be paid one (1) hour's pay at time and one-half (1-1/2) rate.

96. Apprentice/Helpers (Oilers), Signalmen, Grease Truck Operators and Helpers, when requested to work the regular lunch period, will eat their lunch prior to or after the regular lunch period, in order to be able to oil, grease and repair machines during the regular lunch period, at no extra pay.

97. For every five (5) Operating Engineer Journeymen employed by the Company, there may be employed one (1) Registered Apprentice or Trainee Engineer through the refer-

ral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement.

ARTICLE XIV

ENFORCEMENT MEASURES AND FAVORABLE RATE PROVISIONS

98. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement, as it relates to the Operating Engineers.

99. When an Employer hires an Owner-Operator with one (1) machine and the Owner-Operator himself operates such single machine, the Owner-Operator will be placed on the Employer's payroll. In the event the above mentioned machine requires two (2) people, both people shall be placed on the Employer's payroll. However, when an Owner-Operator has two (2) or more machines operating on the same job, the Owner-Operator shall then be considered a subcontractor and therefore come under the Subcontractor Clause.

100. The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly relieved after giving ample notice of his/her intention to quit to the Employer.

101. The Union shall not transfer a Union person from one Employer to another without the consent of the Employer and the Union person involved.

102. All employees of the Employer shall be allowed time to vote on Election Day as required by law.

103. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. Nor shall it be considered a violation of the "no strike" clause, if the Union recognizes the aforesated legal picket line.

104. If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates than those contained herein, the Union agrees that such more favorable wage rates shall automatically be extended to the Employer.

105. There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations.

106. When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the engineer or crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's employment by the lessee shall terminate upon the termination of the lessee or rental of the equipment, or any replacement thereof, whichever is later.

ARTICLE XV

NO STRIKE—NO LOCKOUT—ARBITRATION AND DISPUTES

107. The Employer shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at, or around the company's office or work locations during the term of this Agreement.

108. Should a dispute arise among any of the parties, (Employee, Employer, Association and/or Union) to this Agreement as to its meaning, intent or the application of its terms, the dispute will be settled in accordance with the following grievance procedure:

Step 1. The aggrieved employee shall first take up his/her grievance orally with the Employer's Supervisor or Representative. He/she may, if he/she so desires, have his/her Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence, or discovery of the grievance, but in no event will

the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

Step 2. In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the Contract Article affected and submit the grievance to the District Business Representative and he/she and the Business Representative shall meet with the Employer's Representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then

Step 2a. The grievance may be considered by a designated representative of the Union and the Labor Relations Director of the Ohio Contractors Association, who shall have the authority to mutually agree upon a final and binding settlement of the grievance. If Step 2a. is not utilized, or if no settlement can be reached in Step 2a. within five (5) days from the date the grievance is referred, then:

Step 3. The grievance may be referred to the State Joint Committee consisting of six (6) members, three (3) to be appointed by the Labor Relations Division of the Ohio Contractors Association and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the State Joint Committee, by majority vote (5 members or more), 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. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of its position and the Committee shall dispose of the case on the basis of such evidence. If no settlement is reached at this STEP within fifteen (15) working days from the date the grievance is referred, then

Step 4. The grievance shall then be referred to an Arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an Arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of Arbitrators from which the Arbitrator shall be selected by the alternate striking of names.

109. The expenses and fees of the Arbitrator shall be shared equally by the parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties hereto.

ARTICLE XVI

DETERMINATION OF JURISDICTIONAL DISPUTES

110. Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating the Impartial Jurisdictional Disputes Board. In particular, both parties agree to be bound by the provision of the Agreement which states: Any decision or interpretation of the Impartial Jurisdictional Disputes Board shall immediately be accepted and complied with by all parties signatory to this Agreement.

The parties hereto agree that in the event of a jurisdictional dispute with any other union, or unions, the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accord with the Plan adopted by the Building Trades Department, AFL-CIO.

The parties here further agree that they will be bound by any decision or award of the Impartial Jurisdictional Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute. No jurisdictional work stoppages and no jurisdictional picket lines shall be recognized.

111. This article of the contract will go into effect when the Impartial Jurisdictional Disputes Board re-establishes.

ARTICLE XVII

I-9

112. The Union and the Employers during the terms of this Agreement agree to use their best efforts to establish a master file of I-9 employment eligibility verification forms on all members. This file will be maintained at the Union office and be available for the Employers' use.

ARTICLE XVIII

SAVINGS AND SEPARABILITY

113. It is mutually agreed that if any clause, terms or provisions of this Agreement is, or is hereafter found to be illegal, or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, such clause, terms or provisions shall be, or become inoperative of any effect without disturbing other clauses, terms or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect.

114. In the event that any clause, term or provision of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, said clause, terms or provisions shall be re-negotiated to the mutual satisfaction of the parties, but during such re-negotiation work shall not be interrupted or stopped by lockout, strikes, boycotts or other labor troubles.

115. Except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage its business.

116. Exhibits A, B, C and D attached hereto are made a part of this Agreement.

117. THIS AGREEMENT shall be effective as of May 1, 2010 and shall remain in force and in accordance with the terms of ARTICLE XI hereof. Wage rates and fringe payments shall be effective as designated herein.

IN WITNESS WHEREOF, WE, the undersigned, duly authorized Employer Representatives and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES (AFL-CIO), executed this Agreement on the 1st day of May, 2010.

I.U.O.E. LOCAL 18 AND ITS BRANCHES (AFL-CIO)

S/PATRICK L. SINK

Business Manager

S/RICHARD E. DALTON

President

S/STEVE D. DELONG

Vice President

S/MARK A. TOTMAN

Recording-Corresponding Secretary

S/PREMO P. PANZARELLO

Financial Secretary

S/JOSEPH S. LUCAS

Treasurer

S/TIMOTHY D. HAMMOCK

Trustee

S/GARY G. SIESEL

Trustee

S/SCOTT R. STEVENSON

Trustee

THE LABOR RELATIONS DIVISION of the OHIO CONTRACTORS ASSOCIATION

S/MARK STERLING

S/DAN SMITH

Negotiating Committee Co-Chairmen

S/MARK STERLING

Labor Executive

Committee Chairman

S/MARK POTNICK

Director, OCA Labor Relations & Safety Affairs

EXHIBIT "A"

WAGE CLASSIFICATIONS AND RATES OF PAY

SCHEDULE I

Covering the counties of Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage and Summit, rates and fringes shall be effective as shown below:

	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$31.23*	\$31.73*	\$32.78*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

CLASSIFICATION: MASTER MECHANIC

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASS A	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$30.98*	\$31.48*	\$32.53*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASSIFICATION:

Air Compressors on Steel Erection	Cranes (all types, including Boom Trucks, Cherry Pickers) *See paragraph 63
Asphalt Plant Engineers (Cleveland District Only)	Cranes – Compact; track or rubber over 4,000 pounds capacity
Barrier Moving Machines	Cranes-Self Erecting; stationary, track or truck (all configurations)
Boiler Operators, Compressors or Generators, when mounted on a rig	Derricks
Cableways	Draglines
Combination Concrete Mixers & Towers	Dredges (dipper, clam or suction)
Concrete Plants (over 4 yds. capacity)	
Concrete Pumps	

(continued on next page)

Elevating Graders or Euclid Loaders	Prentice Loader
Floating Equipment (all types)	Quad 9 (double pusher)
Gradalls	Rail Tamper (with auto lifting & aligning device)
Helicopter Crew (Operator-Hoist or Winch)	Refrigerating Machines (freezer operation)
Hoes (all types)	Rotary Drills, on caisson work
Hoisting Engines	Rough Terrain Fork Lift with winch/hoist
Hoisting Engines, on shaft or tunnel work	Side Booms
Hydraulic Gantry (lifting system)	Slip-Form Pavers
Industrial-type Tractors	Survey Crew Party Chiefs
Jet Engine Dryer (D8 or D9) Diesel Tractors	Tower Derricks
Locomotives (standard gauge)	Tree Shredders
Maintenance Operators (Class A)	Trench Machines (over 24" wide)
Mixers, paving (single or double drum)	Truck Mounted Concrete Pumps
Mucking Machines	Tug Boats
Multiple Scrapers	Tunnel Machines and/or Mining Machines
Piledriving Machines (all types)	Wheel Excavators
Power Shovels	

CLASS B	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$30.88*	\$31.38*	\$32.43*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASSIFICATION:

Asphalt Pavers	Lead Greasemen
Automatic Subgrade Machines, self-propelled (CMI-type)	Lighting and Traffic Signal Installation Equipment (includes all groups or classifications)
Bobcat-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs.	Maintenance Operators, Class B (Portage and Summit counties only)
Boring Machine Operators (more than 48")	Material Transfer Equipment (shuttle buggy) Asphalt
Bulldozers	Pettibone-Rail Equipment
Concrete Saws, vermeer type	Power Graders
Endloaders	Power Scrapers
Horizontal Directional Drill (50,000 ft. lbs. thrust and over)*	Push Cats
Hydro Milling Machine	Rotomills (all), Grinders and Planers of all types
Kolman-Loaders (production type-dirt)	Trench Machines (24" wide and under)

*Rates are effective on jobs bid after 05/01/2010

CLASS C	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$29.84*	\$30.34*	\$31.39*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASSIFICATION:

A-Frames
 Air Compressors on tunnel work (low pressure)
 Articulating/straight bed end dumps if assigned
*(minus \$4.00 per hour)**
 Asphalt Plant Engineers (Portage and Summit
 Counties only)
 Bobcat-type and/or Skid Steer Loader with or
 without attachments
 Highway Drills (all types)
 Locomotives (narrow gauge)
 Material Hoist/Elevators
 Mixers, concrete (more than one bag capacity)
 Mixers, one bag capacity (side loader)

Power Boilers (over 15 lbs. pressure)
 Pump Operators, installing and operating well-
 points
 Pumps (4" and over discharge)
 Railroad Tie Inserter/Remover
 Rollers, Asphalt
 Rotovator (lime-soil stabilizer)
 Switch and Tie Tampers (without lifting and
 aligning device)
 Utility Operators (small equipment)
 Welding Machines

*Rates are effective on jobs bid after 05/01/2010

CLASS D	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$28.62*	\$29.12*	\$30.17*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.
 **Voluntary

CLASSIFICATION:

Backfillers
 Ballast Re-Locator
 Bars, Joint and Mesh Installing Machines
 Batch Plants
 Boring Machine Operator (48" or less)
 Bull Floats

Burlap and Curing Machines
 Concrete Plants (capacity 4 yds. and under)
 Concrete Saws (multiple)
 Conveyors (highway)
 Crushers
 Deckhands
 Farm-type Tractors, with attachments (highway)

(continued on next page)

Finishing Machines
Firemen, Floating Equipment (all types)
Fork Lifts (highway), except masonry
Form Trenchers
Hydro-Hammers
Hydro-Seeders
Pavement Breakers
Plant Mixers
Post Drivers
Post Hole Diggers (power auger)

Power Brush Burners
Power Form Handling Equipment
Road Widening Trenchers
Rollers (brick, grade, macadam)
Self-propelled Power Spreaders
Self-propelled Power Subgraders
Steam Firemen
Survey Instrumentmen
Tractors, pulling sheepfoot roller or grader
Vibratory Compactors, with integral power

CLASS E	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$23.33*	\$23.83*	\$24.88*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASSIFICATION:

Apprentice/Helper (Oiler)	Masonry Fork Lifts
Compressors (portable, sewer, heavy and highway)	Oil Heaters (asphalt plant)
Cranes—Compact; track or rubber under 4,000 pounds capacity	Power Driven Heaters
Drum Firemen (asphalt plant)	Power Sweepers and Scrubbers
Fueling and Greasing +\$3.00 (see paragraph 81B)	Pumps (under 4" discharge)
Generators	Signalmen
Inboard-Outboard Motor Boat Launches	Survey Rodmen or Chainmen
	Tire Repairmen
	VAC/ALLS

APPRENTICESHIP SCHEDULE

- First Year Registered Apprentice
50% of Class "A" rate
- Second Year Registered Apprentice
60% of Class "A" rate
- Third Year Registered Apprentice
70% of Class "A" rate
- Fourth Year Registered Apprentice
80% of Class "A" rate

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

REGISTERED TRAINEE SCHEDULE

- First Year Registered Trainee
60% of Bulldozer rate
- Second Year Registered Trainee
60% of Bulldozer rate
- Third Year Registered Trainee
75% of Bulldozer rate
- Fourth Year Registered Trainee
90% of Bulldozer rate

SURVEY CREW TRAINEE SCHEDULE

- First Year Rodmen and Chainmen
70% of classification rate
- First Year Instrumentman trainee rate
50 cents less than Instrumentman classification

FIELD MECHANIC TRAINEE SCHEDULE

First Year	50% of Class "B" rate
Second Year	60% of Class "B" rate
Third Year	70% of Class "B" rate
FourthYear	80% of Class "B" rate

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at the appropriate Class "B" or Class "A" rate.

SPECIAL RATES

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site work, Power Plant, Amusement Park, Athletic Stadium Site Work, and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work", the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

SCHEDULE II

Covering the counties of Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood and Wyandot in the State of Ohio, and including Boone, Campbell, Kenton and Pendleton Counties in Kentucky, rates and fringes shall be effective as shown below:

	5/1/2010	5/1/2011	5/1/2012
	\$29.74*	\$30.24*	\$31.29*
Health & Welfare	6.66	6.66	6.66
Pension	5.00	5.50	5.50
Apprenticeship	.55	.60	.60
E & S	.04	.04	.04
Contractor Dues	.14	.14	.14
OCIA Fund	.05	.05	.05
Administration Fee	.08	.08	.08
PAC	.05**	.05**	.05**

CLASSIFICATION: MASTER MECHANIC

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASS A	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$29.49*	\$29.99*	\$31.04*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASSIFICATION:

Air Compressors, on steel erection
 Barrier Moving Machines
 Boiler Operators, on compressors or generators,
 when mounted on a rig
 Cableways
 Combination Concrete Mixers & Towers
 Concrete Plants (over 4 yds. capacity)
 Concrete Pumps

Cranes (all types, including Boom Trucks, Cherry
 Pickers) *See paragraph 63
 Cranes-Compact; track or rubber over 4,000
 pounds capacity
 Cranes-Self Erecting; stationary, track or truck (all
 configurations)
 Derricks
 Draglines

(continued on next page)

Dredges (dipper, clam or suction)
 Elevating Graders or Euclid Loaders
 Floating Equipment (all types)
 Gradalls
 Helicopter Crew (Operator-Hoist or Winch)
 Hoes (all types)
 Hoisting Engines, on shaft or tunnel work
 Hydraulic Gantry (lifting system)
 Industrial-type Tractors
 Jet Engine Dryers (D8 or D9) Diesel Tractors
 Locomotives (standard gauge)
 Maintenance Operators (Class A)
 Mixer, Paving (single or double drum)
 Mucking Machines
 Multiple Scrapers
 Piledriving Machines (all types)
 Power Shovels
 Prentice Loader
 Quad 9 (double pusher)
 Rail tamper (with auto lifting & aligning device)
 Refrigerating Machines (freezer operation)
 Rotary Drills, on caisson work
 Rough Terrain Fork Lift with winch/hoist
 Side Booms
 Slip-Form Pavers
 Survey Crew party Chiefs
 Tower Derricks
 Tree Shredders
 Trench Machines (over 24" wide)
 Truck Mounted Concrete Pumps
 Tug Boats
 Tunnel Machines and /or Mining Machines
 Wheel Excavators

CLASS B	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$29.37*	\$29.87*	\$30.92*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

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CLASSIFICATION:

Asphalt Pavers	Lead Greasemen
Automatic Subgrade Machines, self-propelled (CMI-Type)	Lighting and Traffic Signal Installation Equipment (includes all groups or classifications)
Bobcat-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs.	Maintenance Operators, Class B (Portage and Summit counties only)
Boring Machine Operators (more than 48")	Material Transfer Equipment (shuttle buggy) Asphalt
Bulldozers	Pettibone-Rail Equipment
Concrete Saws, vermeer type	Power Graders
Endloaders	Power Scrapers
Horizontal Directional Drill (50,000 ft. lbs. thrust and over)*	Push Cats
Hydro Milling Machine	Rotomills (all), Grinders and Planers of all types
Kolman Loaders (production type-dirt)	Trench Machines (24" wide & under)

*Rates are effective on jobs bid after 05/01/2010

CLASS C	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$28.33*	\$28.83*	\$29.88*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASSIFICATION:

A-Frames	Power Boilers, (over 15 lbs. pressure)
Air Compressors, on tunnel work (low pressure)	Pump Operators, installing and operating well-points
Articulating/straight bed end dumps if assigned (minus \$4.00 per hour)*	Pumps (4" and over discharge)
Asphalt Plant Engineers	Railroad Tie Inserter/Remover
Bobcat-type and/or Skid Steer Loader with or without attachments	Rollers, asphalt
Highway Drills (all types)	Rotovator (lime-soil stabilizer)
Locomotives (narrow gauge)	Switch & Tie Tampers (without lifting & aligning device)
Material Hoist/Elevators	Utility Operators (small equipment)
Mixers, concrete (more than one bag capacity)	Welding Machines
Mixers, one bag capacity (side loader)	

*Rates are effective on jobs bid after 05/01/2010

CLASS D	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$27.15*	\$27.65*	\$28.70*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASSIFICATION:

Backfillers
Ballast Re-Locator
Bars, Joint & Mesh Installing Machines
Batch Plants
Boring Machine Operators (48" or less)
Bull Floats
Burlap & Curing Machines

Concrete Plants (capacity 4 yds. & under)
Concrete Saws (multiple)
Conveyors (highway)
Crushers
Deckhands
Farm-type Tractors, with attachments (highway),
except masonry
Finishing Machines

(continued on next page)

Firemen, Floating Equipment (all types)
Fork Lifts (highway)
Form Trenchers
Hydro Hammers
Hydro Seeders
Pavement Breakers
Plant Mixers
Post Drivers
Post Hole Diggers (power auger)
Power Brush Burners

Power Form Handling Equipment
Road Widening Trenchers
Rollers (brick, grade, macadam)
Self-propelled Power Spreaders
Self-propelled Power Subgraders
Steam Firemen
Survey Instrumentmen
Tractors, pulling sheepfoot roller or grader
Vibratory Compactors, with integral power

CLASS E	5/1/2010	5/1/2011	5/1/2012
Health & Welfare	\$21.69*	\$22.19*	\$23.24*
Pension	6.66	6.66	6.66
Apprenticeship	5.00	5.50	5.50
E & S	.55	.60	.60
Contractor Dues	.04	.04	.04
OCIA Fund	.14	.14	.14
Administration Fee	.05	.05	.05
PAC	.08	.08	.08
	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

CLASSIFICATION:

Apprentice/Helper (Oiler)
 Compressors (portable, sewer, heavy and highway)
 Cranes—Compact; track or rubber under 4,000 pounds capacity
 Drum Firemen (asphalt)
 Fueling and Greasing + \$3.00 (see paragraph 81B)
 Generators
 Inboard-Outboard Motor Boat Launches
 Masonry Fork Lifts
 Oil Heaters (asphalt plant)
 Power Driven Heaters
 Power Sweepers and Scrubbers
 Pumps (under 4" discharge)
 Signalmen
 Survey Rodmen or Chainmen
 Tire Repairmen
 VAC/ALLS

APPRENTICESHIP SCHEDULE

First Year Registered Apprentice – 50% of Class “A” rate
Second Year Registered Apprentice – 60% of Class “A” rate
Third Year Registered Apprentice – 70% of Class “A” rate
Fourth Year Registered Apprentice – 80% of Class “A” rate

There will be a 10% increase for the Apprentices on top of the percentages listed above provided they are operating mobile equipment.

An Apprentice paid under the Apprenticeship Schedule shall not be paid a rate which will exceed the classification rate on which the Apprentice is working.

REGISTERED TRAINEE SCHEDULE

First Year Registered Trainee – 60% of Bulldozer rate
Second Year Registered Trainee – 60% of Bulldozer rate
Third Year Registered Trainee – 75% of Bulldozer rate
Fourth Year Registered Trainee – 90% of Bulldozer rate

SURVEY CREW TRAINEE SCHEDULE

First Year Rodmen and Chainmen
70% of classification rate
First Year Instrumentman trainee rate
Fifty cents (\$.50) less than Instrumentman classification

FIELD MECHANIC TRAINEE SCHEDULE

First Year	50% of Class “B” rate
Second Year	60% of Class “B” rate
Third Year	70% of Class “B” rate
Fourth Year	80% of Class “B” rate

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at the appropriate Class “B” or Class “A” rate.

SPECIAL RATES

For work performed under the provisions of Work Scope, Paragraph 2, F, G and H, which includes "Industrial and Building Site Work, Power Plant, Amusement Park, Athletic Stadium Site Work and Pollution Control, Sewage Plant, Waste Plant and Water Treatment Facilities Construction Work," the contractor shall pay a rate determined by adding the appropriate Building Construction classification rate and appropriate Highway Heavy classification rate listed herein and dividing by two (2).

EXHIBIT "B"

AFFIRMATIVE ACTION PROGRAM

1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion or national origin.

2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment; upgrading; demotion or transfer; recruitment and recruitment advertising; lay-off or termination; rate of pay and selection for all types of training.

3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

A. APPRENTICESHIP

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers Apprenticeship Program:

1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies and state employment offices.

2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.

3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications; and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.

4. Provide application forms for apprenticeship and adequate instruction for properly preparing same upon request, during recruitment period at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one representative of Management and one of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, the Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a Participating Employer, the Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures as well

as the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job make every effort to assist and encourage minority group apprentices and to welcome such individuals to the job;

B. Have each apprentice and pre-apprentice trainee assigned to a Journeyman Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and

D. The education, training requirements and disciplines of registered apprentices shall be governed by the Joint Apprenticeship and Training Committee and its standards.

B. JOURNEYPERSONS

1. The parties will undertake a joint training program to assure equal opportunity to all journeymen who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the reasons for such determination shall be noted in writing and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agree-

ment and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program by any Contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

EXHIBIT "C"

SURVEY CREW PROVISIONS

The following provisions for Survey Crews are additions or amendments to the Master Agreement:

1. UNION SECURITY

Provisions of Article II, Paragraphs 8 and 9 of the Field Agreement shall apply to all employees except to Party Chiefs as provided below.

PARTY CHIEFS

Subject to the provisions and limitations of the National Labor Relations Act, as amended:

A. All Party Chiefs who are members of Local 18 or its branches of the International Union of Operating Engineers on the effective date of this Agreement, or who have been members of Local 18 or its branches within the past twelve (12) months shall become and remain members of Local 18 in good standing as a condition of employment.

B. Any bargaining unit employee promoted to or who becomes a Party Chief subsequent to the effective date of

this Agreement shall remain a member in good standing of Local 18.

C. Any Party Chief hired subsequent to the effective date of this Agreement shall become and remain a member in good standing of Local 18, on or after the eighth (8th) day following the beginning of his/her employment as a Party Chief.

D. Licensed Surveyors, Registered Engineers, or Employees with Associate Degree in Surveying from an accredited school, may be excluded from the provisions covering wages, hours and conditions of employment contained in the Agreement.

E. It is agreed a letter was given to the Labor Relations Division of the Ohio Contractors Association, by Local 18 and its branches of the International Union of Operating Engineers, making provisions for special coverage for Party Chief wage payment including fringes for contractors who have, prior to the date of this Agreement, included such Party Chiefs on management payroll.

2. HIRING AND LAYOFF PROCEDURES

A. The Employer shall be required to hire through the Union referral the Instrumentman, Rodman and Chainman, except if the Union has no registered applicant who has one (1) year or more experience as an Instrumentman, Rodman or Chainman. If the Union cannot furnish an Instrumentman, Rodman or Chainman, then the Employer may employ such persons directly. When the Union is unable to furnish through the referral applicants with at least one (1) year's experience, the Employer may employ Trainees and pay at the rate listed in Exhibit A Wage Classifications and Rates of Pay.

B. The Employer will notify the Union District Office of all new employees hired outside of the referral on the date the employee starts to work. The Union shall furnish to the Employer individual employment record forms and the Employer will require all newly hired employees to fill out such forms. The Employer shall mail such employment record forms to the appropriate Union District Office within three (3) days of the hiring of the new employee.

C. Providing the employment is in accordance with the Agreement, the Union shall, at all times, when requested by

the Employer, use its best efforts to furnish the Employer with competent employees.

D. The size of the Field Survey Crew will be determined by the Employer.

E. When an Employer has need for a Survey Crew, the crew shall be hired in the order of: Party Chief, then Instrumentman, Chainman and Rodman, if qualified.

F. Layoffs shall normally be made in the reverse order of hiring, except it is understood an Employer who employs more than one (1) Survey Crew may transfer his more skilled personnel to another Crew without regard to classification and retain his more skilled personnel during layoff; i.e., a Party Chief or Instrumentman may be retained as a Rodman or Chainman on a Crew other than the Crew in which they had worked during the year.

G. The Rodman and Chainman will be on weekly-pay guarantee May 1 through November 1 only. November 1 through April 30 the Rodman and Chainman will be on either the hourly-pay or day-pay guarantee.

EXHIBIT "D"

PERMANENT SHOP PROVISIONS

The following provisions for employment of Permanent Shop employees by the Employer are additions or amendments to the Master Agreement.

1. Work Scope

The Agreement shall cover all maintenance work performed in the Employer's home base Permanent Shop, but shall not cover employees working as clerks or supervisors. Full-time Parts Countermen shall be included in this bargaining unit.

To qualify as a Permanent Shop for purposes of this Agreement, any Employer may qualify his operation as "permanent" by evidence of employing full-time Mechanics, Welders, Parts Men, Janitors or any combination thereof on an annual basis at a specific geographical location.

It is agreed that the provisions of Article XII, Paragraph 92, Page 40 of the Master Agreement, shall be incorporated

into and applied to multiple shift operations at all Permanent Shop locations.

2. Hiring Procedure

A. The Employer may hire employees in a manner determined by the Employer. However, the Employer may call the Union for employees and the Union will use its best efforts to supply qualified employees when requested to do so. Newly hired employees will be required to complete a questionnaire furnished to the Employer by the Union, and the Employer shall mail within three (3) days of hire a copy of the questionnaire to the appropriate Union District Office.

B. Yearly review: The Employer shall conduct a merit review of its Employees in the Permanent Shop no less than annually. If the annual review is not conducted, and after the request of the Employee, the Employer shall conduct such review within sixty days or the Employee shall automatically progress to the next class. The Employer shall advise the Employee, at the meeting called for that purpose, of the Employee's progression within the company. The Employee may, at his/her option, invite a union business representative to be present during the interview.

C. If an employee is laid-off he/she shall have recall rights for up to one (1) year after initial lay-off, provided he/she has the experience and qualifications as determined by the Employer to do the job.

3. Union Security

All present employees who have been with the company for sixty (60) days or longer who are not members of the Local Union shall become and remain members in good standing of any one of said Locals as a condition of employment, on and after the eighth (8th) day following the effective date of this sub-section. Any employee with less than sixty (60) days service with the company at the date of this Agreement, or any employee hired after the effective date of this Agreement shall become and remain a member in good standing with any of the said Local Unions as a condition of employment on or after the sixtieth (60th) day following the date of hire.

4. Vacancies

Employer may fill vacancies by promotion.

5. Transfers

TRANSFER OF SHOP MECHANICS TO FIELD

Permanent Shop Mechanics may not transfer to field operations except on a temporary basis as follows:

A. The Employer must notify the Union of the duration of said transfer.

B. The Shop Mechanic must work in conjunction with the Field Mechanic on all overtime work.

C. The Shop Mechanic who is working in the field on a temporary basis shall receive the greater of the field rate or the Permanent Shop rate.

D. When an Employee is requested to go to work outside of the home base Permanent Shop, the Employee shall be paid for time spent in traveling at his/her regular home base Permanent Shop rate or overtime rate as the situation requires.

E. If an Employee is dispatched from his/her home to a job, any travel time after one hour shall be compensated by the Employer.

TRANSFER OF FIELD PERSONNEL TO SHOP

Any Field Mechanic who works in the shop on a temporary basis (winter months, November 1 through May 1), will be paid the appropriate shop wage rate, but fringes shall be paid on the basis of the Master Agreement.

6. Overtime Provisions

Eight (8) hours of work shall constitute a normal day's work and forty (40) hours shall constitute a week's work. Employees shall work overtime hours when requested to do so by the Employer and they shall receive time and one-half (1-1/2) for any hours worked in excess of eight (8) hours per day, or forty (40) hours in any one week, whichever is greater, but not both.

An Employer may, however, have the option of working a four-ten hour schedule at straight-time rates (Monday through Thursday). No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive,

in addition to wages and fringes for hours worked in a four-ten schedule, an additional ten (10) hours wages and fringes at straight-time rates for the holiday, except when the holiday falls on Friday, in which case the employee will receive eight (8) hours wages and fringes for the holiday. If the Employer elects, upon notification to work a four-ten hour week schedule, he/she shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) hours per week, whichever is greater. A four-ten schedule must be by the week. No Friday make-up day is allowed.

An employee shall be paid time and one-half (1-1/2) for work performed on Saturday except if an employee is absent through the work week for unapproved reasons, in which case the employee will be paid only on the basis of overtime over eight (8) hours per day or over forty (40) hours per week, whichever is greater. An employee may be required to show proof of illness by securing a doctor's statement.

Double time the regular rate shall be paid for all work performed on Sunday and holidays listed in this Agreement.

7. 40 Hour Guarantee

Workmen employed under the terms of this Agreement commencing work on Monday shall be guaranteed forty (40) hours work for that week. Employees starting on Tuesday, thirty-two (32) hours; Wednesday, twenty-four (24) hours, etc. Any employee to receive the weekly guarantee must report for work each day at starting time and remain on the job for the time requested by the Employer.

8. Health and Welfare Payments

Employers will pay Health and Welfare payments as outlined under terms of the Master Agreement and as also outlined in EXHIBIT "D" wage scale.

9. Pension

Shop employees who presently are having pension payments made to the Ohio Operating Engineers Pension Program will continue to have such payments made by their Employer.

It is agreed the Employer shall make appropriate payments to the Central Pension Fund of the Operating Engineers for each hour paid to any shop Employee.

10. Apprenticeship

No Apprenticeship fringe payments are required for shop employees except as specified herein.

11. Education and Safety Fund

Employers are required to pay to the Education and Safety Fund as outlined under the terms of the Master Agreement to be effective on the date of ratification of the Shop Agreement.

12. Paid Holidays

It is agreed employees with the Employer shall be eligible for eight (8) hours pay at their regular rate for the following holidays;

- New Year's Day
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

providing the following eligibility rules are met:

1. The employee has sixty (60) calendar days of home base Permanent Shop employment with the Employer.

2. The holiday is celebrated on a work day, Monday through Friday. (Holidays falling on Sunday normally are observed on Monday.)

3. Employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday except it is understood that if the holiday falls during an employee's vacation period, he/she shall be paid for the holiday.

It is understood that holiday pay shall not be counted as hours worked for purposes of overtime pay.

All work performed on one of the holidays listed herein shall be paid at the rate of double time.

13. Vacation Pay

An employee who has at least one (1) year continuous service, but less than two (2) years service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to one (1) week vacation with pay for the year. One (1) weeks pay shall

be for forty (40) hours at the employee's regular rate of pay at time of his/her vacation.

An employee who has at least two (2) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to two (2) weeks vacation with pay for the year. Two (2) weeks pay shall be eighty (80) hours at the employee's regular rate of pay at time of his/her vacation.

An employee who has at least ten (10) years continuous service with his/her Employer as a home base Permanent Shop employee as of anniversary date of employment shall be entitled to three (3) weeks vacation with pay for the year. Three (3) weeks pay shall be 120 hours at the employee's regular rate of pay at time of his/her vacation.

One (1) year continuous service shall be defined as ten (10) months employment within a twelve (12) month period.

Employees who have had at least one (1) year of continuous service as defined above, and whose employment is terminated for any reason shall be paid for all vacation earned but not received on a 1/12 pro rata basis for each full month of employment during the year. An Employee who leaves the employ of the Employer by voluntary resignation shall be eligible for unearned vacation pay only if thirty (30) days advance notice is given.

Vacation schedules shall be determined by the Employer and must necessarily be dependent upon operating conditions. Effort will be made, however, to schedule vacations during a period convenient to Employees. Employees may state their first, second and third choices of time they wish to take their vacation.

14. Insurance for Employees' Tools

Shop Mechanics shall use their own tools to the extent customary in the trade and as outlined in provisions of the Master Agreement. The Employer shall replace or repair any tools that are (1) stolen in a proven theft when the tools are on Employer property, or (2) broken when performing work under this Agreement, provided the Shop Mechanic complies with the conditions of this paragraph. All Shop Mechanics shall provide the Employer with an up-to-date tool inventory list. This list shall be reviewed and subject to approval by the supervisor of the Shop Mechanic. If a tool is not listed on this

list, it shall not be eligible for repair or replacement. The Employer will provide direct replacement for the tools, or the toolbox caster, on the tool inventory list from those vendors that the Employer deals with on a regularly scheduled basis. Should the vendors that regularly supply the Employer be unable to supply a like-quality tool, or the Shop Mechanic chooses not to change brand names, then that Shop Mechanic may purchase or replace the tool on his/her own and be reimbursed upon submission of proof of purchase to the Employer. Tools and/or toolboxes which are stolen, destroyed by fire or by acts of God on the conduct of the Employer's authorized business or from locked authorized vehicles, as evidenced by proof of loss in a police report shall be replaced by the Employer on a twenty-four (24) hour basis unless the Shop Mechanic decides to utilize another source than the regularly scheduled vendors of the Employer.

15. Wage Rates

Wage Zone 1 shall include the counties of Cuyahoga, Lake, Geauga, Summit and Portage.

Wage Zone 2 shall include all remaining counties of Ohio except Mahoning, Trumbull and Columbiana, and shall include counties of Boone, Campbell, Pendleton and Kenton in Kentucky.

Any present employee working under this Agreement shall not suffer a reduction in rate classification and shall receive any wage increase negotiated added to their existing rate.

EXHIBIT "D" Permanent Shop Provisions

Wage Schedule

Following are wage zones, rates and classifications which are effective on dates shown:

	ZONE I PERMANENT SHOP		
	5/1/2010	5/1/2011	5/1/2012
Shop Mechanic			
Class A	\$23.74*	\$24.49*	\$25.24*
Class B	23.03*	23.78*	24.53*
Class C	22.31*	23.06*	23.81*
Class D	21.04*	21.79*	22.54*
Class E	19.75*	20.50*	21.25*
Class F	18.50*	19.25*	20.00*
Class G	16.59*	17.34*	18.09*
Class H	15.28*	16.03*	16.78*
Class I	13.99*	14.74*	15.49*
Class J	12.91*	13.66*	14.41*
Parts Counter Man	16.22*	16.97*	17.72*
Janitor	13.17*	13.92*	14.67*
H&W	6.66	6.66	6.66
Pension	2.10	2.10	2.10
E&S	.04	.04	.04
Contractor Dues	.14	.14	.14
OCIA Fund	.05	.05	.05
Administration Fee	.08	.08	.08
PAC	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

ZONE II
PERMANENT SHOP

	5/1/2010	5/1/2011	5/1/2012
Shop Mechanic			
Class A	\$23.47*	\$24.22*	\$24.97*
Class B	22.72*	23.47*	24.22*
Class C	22.03*	22.78*	23.53*
Class D	20.81*	21.56*	22.31*
Class E	19.48*	20.23*	20.98*
Class F	18.19*	18.94*	19.69*
Class G	16.27*	17.02*	17.77*
Class H	14.98*	15.73*	16.48*
Class I	13.65*	14.40*	15.15*
Class J	12.63*	13.38*	14.13*
Parts Counter Man	15.92*	16.67*	17.42*
Janitor	12.86*	13.61*	14.36*
H&W	6.66	6.66	6.66
Pension	2.10	2.10	2.10
E&S	.04	.04	.04
Contractor Dues	.14	.14	.14
OCIA Fund	.05	.05	.05
Administration Fee	.08	.08	.08
PAC	.05**	.05**	.05**

*If additional funds are required for fringe benefits, they may be diverted from wages.

**Voluntary

ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees to administer said funds and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Name of Employer (Printed)

Employer Address

City

State

Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

Union Representative (Signature)

CONTRACTORS COPY

(ORIGINAL SIGNATURE)

ACCEPTANCE OF AGREEMENT

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Name of Employer (Printed)

Employer Address

City

State

Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

Union Representative (Signature)

HEADQUARTERS COPY

(ORIGINAL SIGNATURE)

For Headquarters Use Only

CODE _____

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Name of Employer (Printed)

Employer Address

City

State

Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

Union Representative (Signature)

UNION DISTRICT COPY

(ORIGINAL SIGNATURE)

For Headquarters Use Only

CODE _____

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Name of Employer (Printed)

Employer Address

City

State

Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

Union Representative (Signature)

FRINGE OFFICE COPY

(ORIGINAL SIGNATURE)

For Headquarters Use Only

CODE _____

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Name of Employer (Printed)

Employer Address

City

State

Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) (Date)

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 18 AND ITS BRANCHES (AFL-CIO)

Union Representative (Signature)

ASSOCIATION COPY

(ORIGINAL SIGNATURE)

