

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150 AFL-CIO**

AND

DYER CONSTRUCTION COMPANY, INC.

**Effective
September 1, 2019
Through
August 31, 2022**

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into this 1st day of September 2019 by and between DYER CONSTRUCTION COMPANY, INC. hereinafter for convenience referred to as the "Employer", First Party and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 150, AFL-CIO, hereinafter for convenience referred to as the "Union", Second Party.

INTENT

The terms and conditions of this Agreement relating to the employment of employees have been arrived at by means of collective bargaining, and this Agreement shall be binding on all parties hereto for the purpose of mutual convenience and standardization

SECTION 1A

ARTICLE I

The Employer recognized the Union as the sole and exclusive bargaining agent for all employees employed on work covered by the occupational jurisdiction of the Union. The Union recognizes the Employer as the sole and exclusive bargaining agent for all work coming within the territorial jurisdiction of this Agreement. The words used in the masculine herein include the feminine.

SECTION 1B - SCOPE OF WORK

This Agreement shall apply to the work classifications and operations incidental thereto as are herein generally and specifically described as, all full-time and regular part-time heavy equipment mechanics employed at the Employer's Dyer, Indiana facility engaged in the servicing, repairing, modifying, disassembling, assembling, installing, welding, painting and diagnosing of work to be performed on heavy construction equipment, but excluding all other craft employees, janitorial employees, office clerical employees, guards, and supervisors as defined by the Act.

When the occasion arises where an Operating Engineers is working within the scope of this Agreement and is required to change to a scope of work of another Agreement on the same day, for example: Four County Highway, Building, Indiana Highway Constructors, Sewer and Underground on the same day, the wages most beneficial to the Operating Engineer shall prevail.

SECTION 2 - PURPOSE

Subject to the provisions of this Agreement, the purpose of this Agreement is to:

- (A) Enter into a definite Labor-Management contract covering the wages, hours, conditions of work and terms of employment in the relationship between the Employer and employee.
- (B) Describe the respective rights and responsibilities of the Employer and the Union.
- (C) Prevent strikes, lockouts and stoppages of work on account of contract or jurisdictional dispute by requiring prior arbitration procedure.
- (D) Promote the efficiency and productivity of the construction industry.
- (E) Protect the economic and employment welfare of the employees.
- (F) Comply at all times with State and Federal Law governing Labor-Management relations.

- (G) Provide the principle of Union Security.
- (H) Preserve to the Employer the basic and intrinsic rights of management to decide and conduct its own operations in a competitive free enterprise system.
- (I) Improve the local, state and national economy by quality performance.
- (J) Observe and protect the public interest.

ARTICLE II

SECTION 1A - BARGAINING UNIT

The bargaining unit shall consist of all employees engaged in work covered by the occupational jurisdiction of the Union with reference to any and all of the classifications described in "Scope of Work" and Wage Scales in Article X and the operation, maintenance and repair of all machines used on work coming within the occupational jurisdiction of the Union regardless of motive power.

SECTION 1B - NEW AND UNLISTED CLASSIFICATION

In the event a new classification comes into use which is not covered by the provisions of this Agreement, upon written notice by either party hereto, the Employer and Union shall meet within five (5) days to negotiate a wage rate to cover such classification. In the event that the parties hereto shall be unable to agree to a wage rate within ten (10) days after the date of their first meeting, the matter shall be submitted to arbitration as provided in Article IX.

SECTION 2 - RECOGNITION

The Employer recognizes the union as the sole and exclusive bargaining agent for all employees employed in work covered by the occupational jurisdiction of the Union by Employers signatory to this Agreement. The Union recognizes the Employer as the sole and exclusive bargaining agent for the terms and conditions contained in this Agreement. All work performed as defined in the Scope of Work at the Employer's shop and premises shall be performed by bargaining unit employees.

SECTION 3 - SUBCONTRACTING

The Employer shall not contract or subcontract for any bargaining unit work if it directly causes a layoff of any bargaining unit work or a reduction of regular hours worked. Said restrictions shall not apply to any specialized field and shop repair performed by service representatives of manufacturers or equipment dealers who provide such service or to repairs covered by a warranty; provided, however that a member of the bargaining unit shall be present and assist in the performance of warranty work done in the Employer's shop.

SECTION 4 - ACCESS TO PREMISES

The duly authorized representative of the Union shall be allowed access to any shop where members of the bargaining unit are employed. For this purpose, it shall be the duty of the Employer to provide adequate passes whenever the Union is unable to obtain such passes and provided the Employer is able to do so.

SECTION 5 - BONDING OF EMPLOYERS

In the event an Employer is found in default, the Union may at its discretion demand a payment bond of any Employer guaranteeing payment on all earnings, Welfare and Pension contributions in the amount of at least three times the average weekly wage and fringe benefit payments as required by the terms of this Agreement, prior to the commencement of any new job or project.

SECTION 6 - PENALTY FOR FAILURE TO PAY WAGES AND/OR FRINGE BENEFITS

(A) WAGES - If any Employer fails to pay wages, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

(B) PENSION AND/OR HEALTH AND WELFARE

If any Employer upon forty-eight (48) hour written notice of default, fails to pay Pension or Health and Welfare contributions, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay including penalties set out in Article XI, Section 1 and 2 has been corrected.

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

ARTICLE III

UNION SHOP

All employees shall be obligated to become members of the Union after the thirtieth (30th) day but not later than the thirty-fifth (35th) day of employment as a condition of continued employment. Any employee who fails to become a member of the union by his own and not by refusal of the Union or who fails to maintain his Union membership shall forfeit his right of employment.

The Union, by written notice served by registered mail upon the Employer, may demand the discharge of said employee, specifically stating the basis of said demand, and subject at all times to the Union guarantee to defend, save harmless and indemnify the Employer from any claims of damages accruing to the employee as a result of the wrongful discharge demand by the Union. The foregoing in all other aspects shall be subject to existing and applicable Federal and State Laws governing Labor-Management relations. This Union Security provision shall be subject to immediate negotiations with the Employer as to any further changes permissible under future legal authority.

ARTICLE IV

SECTION 1A - HOURS OF EMPLOYMENT

This Article defines the normal hours of work:

- (A)** The normal scheduled work day in a work week shall be determined by the Company not later than the end of work the Friday prior and shall, alternatively, be either:
 - (1)** Eight (8) hours; or
 - (2)** Ten (10) hours

- (B)** The normal work week shall be forty (40) hours either:
 - (1)** Five (5) consecutive eight (8) hour days beginning Monday; or
 - (2)** Four (4) consecutive ten (10) hour days beginning on Monday; or
 - (3)** The entire crew shall work either (B)1 or (B)2

Nothing set forth in this Agreement shall be interpreted as a guarantee of forty (40) hour work week; it being the intent of the parties that there is no guaranteed minimum hours per week.

Section 1B - WORKDAY AND WORKWEEK

- (A) The regular starting time for a single shift operation Sunday through Saturday inclusive shall be scheduled at one of the following hours: 6:00, 6:30, 7:00, 7:30 or 8:00 a.m.

The Employer must establish a regular starting time, then if the Employer desires to change the established starting time, the employee(s) must be notified before the quitting time of the employee's regular workday of any change in the established starting time for the following day.

- (B) Eight (8) hours shall constitute a normal workday between the hours of 6:00 a.m. and 2:30 p.m., 6:30 a.m. and 3:00 p.m., 7:00 a.m. and 3:30 p.m., 7:30 a.m. and 4:00 p.m., 8:00 a.m. and 4:30 p.m., as the case may be pursuant to the established starting time as set forth in Section 1A of this Article.
- (C) **LUNCH PERIOD** - There shall be a regularly scheduled lunch period for all one, two, and three shift operations. The lunch period shall be one half (1/2) hour between the hours of 12:00 noon and 12:30 p.m. for the day shift; 8:00p.m. and 8:30 p.m. for the afternoon shift; and 4:00 a.m. and 4:30 a.m. for the night shift. On a three shift operation, the employees on all three shifts will work seven and one half (7 1/2) hours and be paid for eight (8) hours with a half hour (1/2) lunch period at the time specified above.

If the Employer requires an employee to work during his scheduled lunch period on a multiple shift operation, the employee shall be paid as provided above and in addition shall receive one half (1/2) hour at the overtime rate for working during his lunch period.

On a single shift operation if the Employer requires the employee to work during his scheduled lunch period, he shall be paid time and one half (1 1/2) for the lunch period in addition to his normal day's pay.

The above lunch period provision shall also apply to Sundays and Holidays, except it shall be paid at the double time (2) rate.

- (D) **SHOW UP TIME** - All employees shall be obligated to report for work each day Monday through Friday at the designated starting time, any notification to the contrary from the Employer to the employee shall not relieve the Employer from the provisions in this Section. The employee shall remain at the job site if so directed by the Employer or his representative. In the event the employee is held more than two (2) hours or is started to work at any time, he shall receive a minimum of eight (8) or ten (10) hours pay (whichever is regularly scheduled for that week) and shall be paid pursuant to the following for all shifts Sunday through Saturday;

(1) An employee who is requested to report for work prior to 6:00 a.m. on a single shift operation or 8:00 a.m., 4:00 p.m. or 12:00 midnight on a two or three shift operation and prior to the requested starting time is informed that he will not work that day shall receive pay at the overtime rate for the hours prior to the starting times listed in this paragraph and two (2) hours pay for show up time.

(2) An employee held on the job more than two (2) hours or is started to work at any time after the employee's regular starting time shall receive a minimum of eight (8) hours pay. An employee who is requested to report or who is called out after 8:00 a.m., 4:00 p.m., or 12:00 midnight, respectively, shall be paid back to 8:00 a.m., 4:00 p.m. or 12:00 midnight, respectively, and such hours shall be counted as hours worked in computing overtime.

The above provisions shall be applicable to all shift work under the terms of this Agreement. When an employee is requested to report for work on Saturdays, Sundays, or Holidays, he shall be paid pursuant to the provisions set forth in this Article, except he shall be paid such applicable overtime rate of pay.

SECTION 2 - OVERTIME

Overtime shall be paid, without pyramiding, in accord with the following rates and methods of calculation:

- (A) Weekly Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular straight time hourly rate for all hours worked in excess of forty (40) in any work week.
- (B) Daily Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular straight time hourly rate for all hours worked in excess of the regular scheduled work day (either eight (8) hours or ten (10) hours);
- (C) Friday Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular straight time hourly rate for all hours worked on Friday when working a four(4)day ten(10) hour week.
- (D) Saturday Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular straight time hourly rate for all hours worked on Saturday in cases where, through no fault or act of the employee, said employee has worked less than forty (40) hours prior to that Saturday in any work week.
- (E) Sunday Overtime shall be paid at the rate of two (2) times the regular straight time hourly rate for all hours worked on Sunday.
- (F) Overtime shall be paid in half (1/2) hour increments at the applicable rate of pay.

For purposes of computing overtime, all holidays per Article III, shall be considered as a regular day's work (either eight (8) or ten (10) hours) in computing overtime.

SECTION 3 - HOLIDAYS

The following holidays are designated as those for which double (2) time shall be paid except as hereinafter limited. NEW YEAR'S DAY, DECORATION DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY and CHRISTMAS DAY. A holiday falling on Sunday shall be celebrated on Monday.

No work shall be done on Labor Day except to save life and property.

SECTION 4 - WAGE PAYMENT

Wages shall be payable once a week in United States currency or checks at the option of the Employer and in no event shall the Employer withhold more than one (1) week's wages accruing prior to the pay day. On the check stub or on an accompanying slip shall be the following information: regular hours, overtime hours, and all legal deductions. Payday shall be once each week on a specified day during work hours.

SECTION 5 - PAY DAY

When the Employer notifies the employee(s) that there will be no work and such day is the regular pay day, the employee(s) check shall be made available to him at his regular place of work no later than the end of the second hour from his regular starting time. The employee(s) shall be compensated two (2) hours at the regular rate of pay for picking up his check, plus for each hour or part of an hour beyond the two (2) hour period, he shall receive an additional one (1) hour's pay.

ARTICLE V

SECTION 1 - DUTIES OF THE EMPLOYER

It shall be the duty of the Employer to:

- (1) Furnish to the employees fresh drinking water at the shop and sanitary toilets and provide an adequate amount of water to keep the dust down.
- (2) Provide suitable shelter to protect employees from falling materials and inclement weather.
- (3) Carry Workmen's Compensation Insurance in a company or association authorized under applicable state laws and regulations to insure the liability to pay compensation under Workmen's Compensation laws.
- (4) **Mechanic Tools** - the Employer agrees to pay for or replace with equal quality any tools broken on the job by mechanics or anyone required to furnish their own tools. The Employer shall maintain an insurance policy or assume the cost risk, for loss of the employee's personal tools, or portion thereof, on Company premises and while in the Company's utility truck when the employee is out of town over night on Employer's business, due to theft by break-in and entry, including fire and explosions or other circumstances that may happen on the Company premise and/or Company's utility truck. The Employer's liability for such loss shall not exceed the actual cost of the tools. It is understood that all employees must furnish the Employer with a complete inventory of the personal tools and their brand. It is further understood that whenever new tools are purchased the employee must include them on the inventory list previously furnished, and whenever tools are removed, the inventory shall be reduced. If the employee does not supply the Employer with an inventory of tools, responsibility for replacement will not be that of the Employer.
- (5) The Employer shall provide the employee with a uniform service. The cost of said service shall be paid for by the Employer.

SECTION 2 - MAINTENANCE & HEAVY DUTY REPAIR

The Employer shall have the right to have specialized field and shop repair performed by service representatives of manufacturers or equipment dealers who provide such service.

SECTION 3 - HEAVY DUTY MECHANICS

Mechanics shall furnish their own tools but shall not be required to furnish special tools such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxyacetylene Hoses, Gauges, Torches and Tips, Twenty-Four Inch (24") Pipe Wrenches, over 3/4 Inch Drive Socket Set, Sockets over Two Inches (2").

SECTION 4 - LEAD MECHANIC

The Employer shall employ a lead mechanic and shall pay such individual the wages provided for in this Agreement. Such individual, however, shall neither have the authority to, nor shall he exercise any of the functions customarily exercised by supervisors within the meaning of the National Labor Relations Act, as amended. In no way shall such individual be deemed to be an agent of the Union.

The Lead Mechanic shall assist and be responsible in general for the assignment of all operating engineers and apprentices employed at the shop. He shall regularly supervise the maintenance performed on all equipment to insure that proper servicing is accomplished daily. He shall maintain records (supplied by the Employer) indicating that regular preventative maintenance has been accomplished.

The Lead Mechanic will be responsible for maintaining supply of oil and grease, cables and other spare parts and equipment essential for regular operation when such material is made available to him by the Employer or when given the necessary purchasing power to do so by the Employer.

In the event more than two members of the bargaining unit are working any regular or overtime hours, the Lead Mechanic will be retained as long as he is available and qualified to perform such work.

ARTICLE VI

SECTION 1 - SHIFT WORK

When shift work is established and work is carried on with three shifts of men working eight (8) hours each, the starting time shall be 8:00 a.m. for the day shift, 4:00 p.m. for the afternoon shift and 12:00 midnight for the night shift, then only single time shall be paid except for shift differential for both night and day work during week days. Where shift work is performed from 12:01 a.m. Saturday to 12:00 p.m. Saturday, each shift shall be paid at the rate of time and one-half (1 1/2).

Employees working on the second shift shall receive an additional Thirty Cents (\$.30) per hour over the regular rate of pay. Employees working on the third shift shall receive an additional Fifty-Five Cents (\$.55) per hour over the regular rate of pay. Employees working on the third shift shall be paid for their lunch period. Where shift work is performed from 12:01 a.m. Sunday to 12:00 p.m. Sunday, each shift shall be paid at the rate of double (2) time.

Where two shifts are utilized and the Employer wishes a starting time advanced, a representative of the Union and a representative of the Employer shall meet and agree to the starting time for both shifts.

On all shifts employees shall have a one-half (1/2) hour lunch period beginning at the mid-point of the scheduled hours of work and if they work during that lunch period, they shall be paid at time and one-half (1 1/2) for such lunch time worked. The lunch period shall be not more than five hours after the beginning of the shift. The provisions herein shall not apply if there is a government agency requirement for a different starting time in which event such requirement shall be controlling.

SECTION 2 - JOB STEWARD

The job steward shall be selected by the Union from among the members of the bargaining unit in the employ of the Employer. The job steward shall be a working employee appointed by the business representative. The Union shall have the right to designate which employee shall be the steward or acting steward on any construction project. The job steward shall have no special employment priority or security.

A steward may be appointed from project employees on any given project by the Local Union whenever it is deemed advisable. The Employer shall recognize the steward as such and as a working employee and shall not discriminate against him. However, the steward, like other workmen, shall be required to perform a day's work. It is understood that the duties of the steward are limited to discussing the grievance with the Employer and with the foreman and superintendent and if not settled reporting to the business representative any violation of this Agreement by either the Employer or employee or any questions or grievances, not covered by this Agreement, which may arise on the job. Provided however, no employee grievance will be processed by the Local Union unless reduced to writing and signed by the grievance employee.

ARTICLE VII

SECTION 1 - DISCHARGE/DISCIPLINE

The Employer shall have the right to discharge any employee for cause. The Employer shall notify the Union within twenty-four (24) hours of the discharge of such employee.

SECTION 2 - NOTICE ON LEAVING JOB

No employee shall leave his job without giving due notice to the Employer and the Union. If the Employer requests an operator to report to work, and when he reports, the man is terminated on his first day without working, he shall be paid eight (8) hours for the day.

If the Employer designates a reporting point other than the job site, employees shall be paid at their applicable rate for time spent going from the reporting point to the job site, and if necessary, for returning to the designated reporting point.

ARTICLE VIII

SECTION 1 - HIRING

When an Employer performs work covered by this Agreement in the areas covered by Local Union 150, the following shall apply:

The Employer will obtain all employees used in the performance of such work through the Referral Offices of the Local Union in accordance with the nondiscriminatory provisions governing the operation of the Local Union's Referral Offices set out in the current effective Addendum No. 1 to this Agreement, as if set forth in full herein and will comply with the Immigration Reform and Control Act of 1985 and rules and regulations as promulgated thereunder.

SECTION 2 - NONDISCRIMINATORY

Neither the Employer nor the Union will discriminate against an employee or applicant because of membership or non membership in a Union or any particular Local of a Union or because of race, color, creed or sex, nor will the Union or Employer cause or attempt to cause the other to do so.

ARTICLE IX

GRIEVANCE AND ARBITRATION

(A) Whenever any difference or dispute shall arise as to the interpretation or application of the terms of this Agreement, such dispute or difference shall be resolved in the following manner:

(1) In conference between the business agent and the designated representative of the Employer.

(2) In the event the dispute cannot be so resolved within twenty-four (24) hours, it shall then be referred to conference between designated officers of the Union and the Contractors Negotiating Committee.

(3) Unless so resolved within forty-eight (48) hours, the matter shall then be submitted to a board of five (5) arbitrators, who shall commence the arbitration talks within forty-eight (48) hours after they have received notice of complaint; two to be selected by the Union, two to be selected by the Employer and the fifth to be chosen by the four so selected. Upon the failure to so select a fifth arbitrator within forty-eight (48) hours, the selection shall then be made in accordance with the

rules and procedures of the American Arbitration Association.

The cost of such arbitration shall be borne equally by both parties to the arbitration.

- (B) **HEARING** -The Board of Arbitrators so selected shall hear all evidence and render its decision by majority vote based on evidence and the contract.
- (C) **DECISION** -The decision so rendered shall be final and binding upon both the Union and the Employer.
- (D) The Grievance and Arbitration procedure set forth above shall not apply to Article II, Section 6 except as otherwise provided herein.

SECTION 1

ARTICLE X

FRINGE BENEFITS	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
Health & Welfare	\$14.15	*	*
RMSP	\$3.25		
Pension	\$12.00		
CIRSTF	\$0.25		
Apprenticeship Fund	\$0.15		
WAGE RATES	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
Lead Mechanic <i>AW</i>	\$38.05 <i>SL</i>	*	*
Mechanic	\$36.30 <i>SL</i>		
Mechanic II	\$34.30 <i>SL</i>		
Mechanic Helper (No Heavy Equipment Experience)	\$30.40 <i>SL</i>		
Parts Manager	\$28.95 <i>SL</i>		
Yard Laborer/ Parts Chaser <i>SL</i>	\$24.70 <i>SL</i>		

It is agreed that the Union and the Company shall meet and mutually agree when an employee is to be promoted from Mechanic II to Mechanic I.

* Prior to September 1, 2020, the total package increase of \$2.60 will be allocated between wages and fringes as determined by the Union. Prior to September 1, 2021, the total package increase of \$2.75 will be allocated between wages and fringes as determined by the Union.

SECTION 2-APPRENTICESHIP/TRAINING PROGRAM

APPRENTICESHIP/TRAINING PROGRAM (based on Mechanic Rate) and Pension Schedule:

Trainees will not hire in at the full rate but will receive a percentage of the mechanic rate based on the year of their training. Rates for training shall not exceed classification of work being performed. The following percentages are rounded to the nearest nickel:

	<u>Wages</u>	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
(0-2000 hours)	80%	\$29.04	*	*
(2001-4000 hours)	90%	\$32.67		
(4001-6000 hours)	95%	\$34.49		

	<u>Pension</u>	<u>9/1/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
(0-2000 hours)		\$8.00	*	*
(2001-4000 hours)		\$10.00		
(4001-6000 hours)		\$10.00		

* Prior to September 1, 2020, the total package increase of \$2.60 will be allocated between wages and fringes as determined by the Union. Prior to September 1, 2021, the total package increase of \$2.75 will be allocated between wages and fringes as determined by the Union.

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

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

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

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

Payments accompanied by monthly reports on forms provided by same are due in the fund office at 6150 Joliet Road, Countryside, IL 60525 no later than the 10th day of the following month for the preceding month. Report forms are available at the above address. However, if payment is not in by the 20th day of the month, it shall be considered a violation of the agreement.

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

ARTICLE XI

SECTION 1 - WELFARE FUND

Effective September 1, 2019 Employer shall pay fourteen dollars and fifteen cents (\$14.15) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund. The Welfare Fund shall be administered in accordance with the provisions of applicable law including COBRA (Consolidated Omnibus Budget Reconciliation Act).

Effective September 1, 2020 Employer shall pay (TBD) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund. The Welfare Fund shall be administered in accordance with the provisions of applicable law including COBRA (Consolidated Omnibus Budget Reconciliation Act).

Effective September 1, 2021 Employer shall pay (TBD) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund. The Welfare Fund shall be administered in accordance with the provisions of applicable law including COBRA (Consolidated Omnibus Budget Reconciliation Act).

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

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

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

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

SECTION 2 - RETIREE MEDICAL SAVINGS PLAN

Effective September 1, 2019, the Employer shall pay three dollars and twenty-five cents (\$3.25) per hour for each hour for which the Employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Effective September 1, 2020, the Employer shall pay (TBD) per hour for each hour for which the Employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Effective September 1, 2021, the Employer shall pay (TBD) per hour for each hour for which the Employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

SECTION 3 - PENSION FUND

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

Effective September 1, 2019, the Employer shall be liable to contribute twelve dollars and zero cents (\$12.00) per hour for which the employee receives wages under the terms of this Agreement to the aforementioned Pension Trust Fund.

Effective September 1, 2020, the Employer shall be liable to contribute (TBD) per hour for which the employee receives wages under the terms of this Agreement to the aforementioned Pension Trust Fund.

Effective September 1, 2021, the Employer shall be liable to contribute (TBD) per hour for which the employee receives wages under the terms of this Agreement to the aforementioned Pension Trust Fund.

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

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

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

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

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

SECTION 4 - CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND

Effective September 1, 2019, the Employer shall pay twenty-five cents (\$0.25) per hour for each hour for which Employees and Supervisors receive wages under the terms of this Agreement into The Construction Industry Research and Service Trust Fund.

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

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

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement

and shall be liable for contributions due, liquidated damages, interest and any other costs of collection.

ARTICLE XII

SECTION 1 - VACATIONS

Employees shall be entitled to vacations with pay on and after their first anniversary dates of employment in accordance with the following schedule:

- (A) An employee who has completed one (1) but less than three (3) years of service shall be entitled to one (1) week vacation with pay;
- (B) An employee who has completed three (3) years of service shall be entitled to two (2) weeks' vacation with pay, with only one (1) week to be used between May 1 and September 30 of each year, unless the Employer and employee mutually agree to above two (2) weeks to be taken during such time.

SECTION 2

To be eligible for vacation benefits in any vacation period an employee must have worked at least 1000 hours during the twelve (12) months preceding his anniversary date of hire.

SECTION 3

Each week of vacation pay shall be forty (40) times the employee's regular straight time hourly rate and shall be paid on the last working day prior to the employee's vacation.

SECTION 4

Employees shall indicate their preferences for vacation dates in writing to the Employer sixty (60) days in advance of such dates. The Employer shall schedule vacations in accordance with employee preferences to the extent consistent with operating requirements, giving senior employees preference in the event of a conflict. Subject to operating requirements, an employee may be permitted to change the period of his scheduled vacation, upon request made at least four (4) weeks in advance of the start of such period, provided the change does not conflict with the scheduled vacation of any other employee. The Employer may reschedule an employee's scheduled vacation in the event of operating difficulties of an emergency nature.

SECTION 5

The vacation period shall be from January 1 to December 31. All vacations must be taken during the vacation period and completed by December 31 and may not be accumulated.

SECTION 6

An employee who resigns or is laid off prior to taking a vacation for which he is eligible hereunder shall receive full vacation pay upon termination.

SECTION 7 - PRO-RATA VACATION

An employee who completed one (1) or more years of service from the date of employment, upon being laid off, discharged or voluntarily leaving the service of the Employer, shall not only receive his vacation pay if he has acquired one, or two weeks, but shall also receive a pro-rata share of the extra months he may have coming for the year of termination which shall be figured by months. Sixteen (16) days or more shall be counted a full month. Less than sixteen (16) days shall not be counted; for example:

After one (1) year service, the pro-rata share shall be 3 1/3 hours vacation pay for each month.

After three (3) years' service, the pro-rata share shall be 6 2/3 hours' vacation pay for each month.

SECTION 8

When a holiday falls within an employee's vacation period, in addition to his vacation, he shall receive an additional day of vacation.

SECTION 9

Employees shall receive their vacation pay based on their highest current applicable rate of pay within their regular classification.

ARTICLE XIII

SECTION 1 - EMPLOYEE CHECK-OFF

(A) DUES - Upon receipt of a written check-off authorization from an employee, the Employer agrees to deduct each week the applicable initiation fees and monthly dues uniformly required to obtaining and maintaining membership in the Union from the pay of each employee covered by this Agreement and shall remit the same to the Union, no later than the fifteenth day of each month, together with an itemized statement of such deductions. No deductions shall be made which are prohibited by applicable law. Payments, accompanied by monthly reports on forms provided shall be submitted to the I.U.O.E. Administrative Dues, 6200 Joliet Road, Countryside, Illinois 60525. Report forms are available at the above address.

However, if payment is not received by the twentieth (20th) day of the month, it shall be considered a violation of this Agreement and the Union shall be permitted all legal and economic remedies including the right to strike and picket until such failure to pay dues deducted, plus liquidated damages of ten (10%) percent thereon, has been corrected.

It is the intention of the parties that such deductions shall comply with the requirements of the Section 302 (c) (4) of the Labor-Management Relations Act of 1947, as amended, and that such deductions shall be made only pursuant to the written assignments from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement whichever occurs sooner.

The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues deduction established by this Article.

(B) LOCAL 150 FEDERAL PAC - The EMPLOYER will deduct five cents (\$.05) for each hour that the employee receives wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms and shall pay over the amount so deducted to the International Union of Operating Engineers Local 150 Political Action Committee ("IUOE PAC"), 6200 Joliet Road, Countryside, Illinois 60525. It is agreed that these authorized deductions for the IUOE PAC are not conditions of membership in the International Union of Operating Engineers, Local 150, or of employment with EMPLOYER and that the IUOE PAC will use such monies in making political contributions in connection with Federal elections. Payments to the IUOE PAC, accompanied by monthly reports on forms so provided by the International Union of Operating Engineers, Local 150, shall be remitted at the same time as required for the monthly pension and welfare payments on a separate check made payable to the IUOE PAC at the above address.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise with regard to creation of this Dues Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

The Employer and the Union agree to bear their own respective costs incurred in administering the payroll deductions to the IUOE PAC.

ARTICLE XIV

SECTION 1 - CREDIT UNION DEDUCTIONS

The Company agrees that upon receipt of properly executed Voluntary Payroll Deduction Authorizations they shall make payroll deduction from the same pay period each month. Such deduction shall be on constant amounts on behalf of employees that are members of COALITION OF UNION LABOR CREDIT UNION. Deductions shall be prior to the twentieth (20th) day of each month. Remittance of the accumulated deductions of the previous month, with a list indicating the name, social security number and amount remitted for each member, will be made for each member to the COALITION OF UNION LABOR CREDIT UNION, 6240 Joliet Road, Countryside, Illinois 60525.

ARTICLE XV

SAVINGS CLAUSE

Any provision contained herein that is contrary to or held to be in violation of the Labor-Management Relations Act of 1947, or any Federal or State Law now in force or hereafter enacted, or hereinafter becoming effective shall be void and of no force or effect, and this contract shall be construed as if said provision herein were not a part hereof, it being intended, however, that the other provisions of this contract shall not be affected thereby.

It is further agreed that should compliance with any Federal or State Law, or amendment thereof, or any order or regulation issued thereunder now or thereafter in force and effect prohibit the carrying out of any of the provisions of this Agreement, then to the extent of such deviation or prohibition, this Agreement shall be deemed to have been automatically amended, effective on the effective date of such law, order or regulation.

Such amendment of this contract shall remain in effect only so long as said law, amendment, order or regulation continues in force, or until the expiration of this Agreement, whichever shall first occur.

ARTICLE XVI

ENTIRE AGREEMENT OF THE PARTIES

This Agreement represents the entire agreement between the parties, it being understood that there is no other agreement or understanding, either oral or written. The Employer understand that the Union is a fraternal society and as such, and in keeping with the provisions of the Labor-Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union of with respect to any other matters for its own use. However, such rules or regulations whether contained in a by-laws, constitution or otherwise, shall have no effect directly or indirectly upon this collective bargaining agreement, any employment relations or the relationship between the parties.

ARTICLE XVII

EFFECTIVE DATES

This Agreement shall become effective the 1st day of September, 2019 except as otherwise provided herein, and will remain in full force and effect until 12:00 midnight, August 31, 2022, and thereafter from year to year unless sixty (60) days prior to the end of the expiration either party gives notice in writing of desired changes in or the termination of the Agreement.

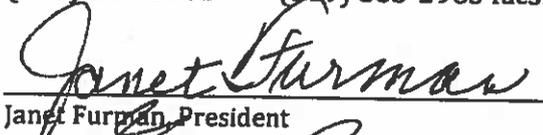
IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized representatives on this 10th day of August 2019.

DYER CONSTRUCTION COMPANY, INC

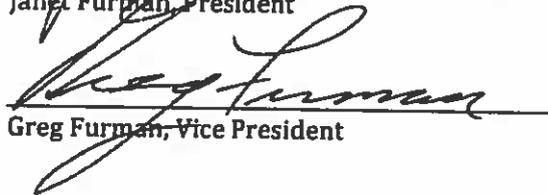
1716 Sheffield Avenue

Dyer, Indiana 46311

(219) 865-2961 (219) 865-2963 facsimile

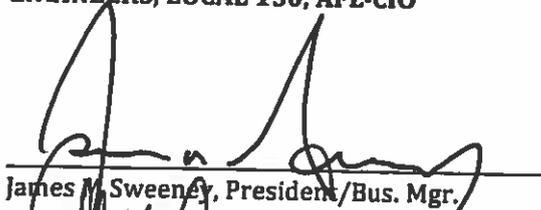


Janet Furman, President

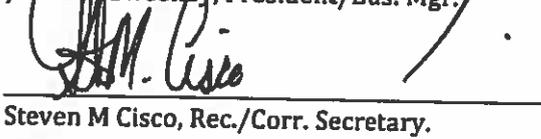


Greg Furman, Vice President

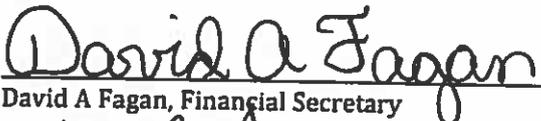
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO



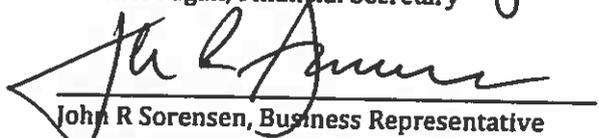
James M. Sweeney, President/Bus. Mgr.



Steven M Cisco, Rec./Corr. Secretary.



David A Fagan, Financial Secretary



John R Sorensen, Business Representative



Steven Benefield, Business Representative

INTERNATIONAL UNION OF OPERATING ENGINEERS
Local 150 MAIN OFFICE
6200 Joliet Road, Countryside, IL 60525
(708)482-8800

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 150 DISTRICT 6
1001 N Michigan Street, Lakeville, Indiana 46536
(574)784-3694

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 150 DISTRICT 7
2193 West 84th Place, Merrillville, IN 46410
(219)736-7710

TRAINING SITE AND APPRENTICESHIP OFFICE
19800 w South Arsenal Road, Wilmington, IL 60481
(815)722-3201

MIDWEST OPERATING ENGINEERS BENEFITS OFFICE
6150 Joliet Road, Countryside, IL 60525
(708)482-7300

Toll Free Numbers to Call:
Members in Indiana, Michigan, Wisconsin and Iowa
(800)323-3060

COALITION OF UNION LABOR CREDIT UNION
6240 Joliet Road, Countryside, IL 60525
(708)482-9606

JAMES M SWEENEY
President-Business Manager

MICHAEL R KRESGE
Vice President

STEVEN M CISCO
Recording Corresponding Secretary

DAVID A FAGAN
Financial Secretary

MARSHALL E DOUGLAS II
Treasurer

**Local 150 affiliated with the AFL-CIO and
Building Trades Department**