

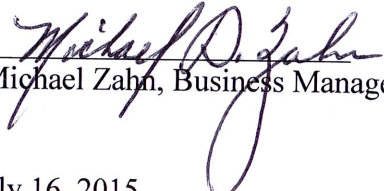
Consent to Re-Open Collective Bargaining Agreement

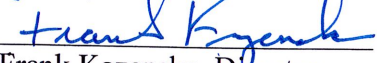
Michael Zahn, a duly authorized representative for Operating Engineers Local 965, and Frank Kazenske, a duly authorized representative for the Associated General Contractors of Illinois, hereby agree to reopen negotiations of the Agreement between A.G.C. of Illinois and International Union of Operating Engineers Local #965 AFL-CIO effective May 1, 2013 through April 30, 2016.

The sole purpose of the contract reopening is to negotiate modified language to Article 7 Equipment Classifications, Wage Scale and Fringe Benefits, Article 27 Pension Plan, Article 28 Health and Welfare Plan, Article 29 Apprentice Training and Retraining, Article 31 Downstate Infrastructure Awareness and Advancement Fund, Article 32 Local 965 Annuity Fund, Article 41 Period of Agreement and the existing Letter of Understanding. No other Articles will be open for negotiation through this consent agreement. Any changes negotiated to the aforementioned articles will be included into the collective bargaining agreement by execution of a Letter of Understanding.

Operating Engineers Local 965

Associated General Contractors of Illinois

Agreed: 
Michael Zahn, Business Manager

Agreed:  8/11/2015
Frank Kazenske, Director
of Labor Relations

Dated: July 16, 2015

Dated: July 16, 2015

Letter of Understanding

This Letter of Understanding (LOU) to the Agreement between A.G.C. of Illinois and International Union of Operating Engineers Local #965 AFL-CIO effective May 1, 2013 through April 30, 2016 (AGREEMENT) incorporates additional language as agreed upon to Articles 7, 27, 28, 29, 31, 32, 41 and the existing Letter of Understanding dated April 2013.

The following language will become effective as of the LOU execution date below and shall be in addition to the existing language of the aforementioned Articles of AGREEMENT.

ARTICLE 7

EQUIPMENT CLASSIFICATIONS, WAGE SCALE AND FRINGE BENEFITS

SECTION 2.

WAGE SCALE AND FRINGE BENEFITS

	<u>5/1/2016*</u>	<u>5/1/2017*</u>	<u>5/1/2018*</u>
CLASS 1	41.59	43.47	45.42
CLASS 2	37.25	39.01	40.82
CLASS 3	30.57	32.13	33.74
CLASS 4	43.10	45.04	47.03

FRINGE BENEFITS

H & W	10.45	10.45	10.45
Pension	8.10	8.10	8.10
Training	1.50	1.50	1.50
Local 965 Annuity	1.25	1.25	1.25
DIAAF	0.10	0.10	0.10
AGCI	<u>0.03</u>	<u>0.03</u>	<u>0.03</u>
Subtotal	21.43	21.43	21.43

In addition to the above, Supplemental Dues of five percent (5%) of the employee's gross wages and ten cents (\$0.10) per hour for IUOE 965 PEF (deducted from employee's paycheck) is to be paid monthly on the Fringe Benefit Report Form. (See Articles 31, 36)

TOTAL ECONOMIC PACKAGE

CLASS 1	63.02	64.90	66.85
CLASS 2	58.68	60.44	62.25
CLASS 3	52.00	53.56	55.17
CLASS 4	64.53	66.47	68.46

**ARTICLE 27
PENSION PLAN**

Section 1. During the period May 1, 2016, through April 30, 2019, the Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, the amount as specified in Article 7, Section 2, for each hour paid for or worked in the preceding month by all employees covered by this Agreement.

**ARTICLE 28
HEALTH AND WELFARE PLAN**

Section 1. During the period May 1, 2016, through April 30, 2019, the Employer shall pay monthly into the Operating Engineers Local 965 Health Benefit Plan the amount as specified in Article 7, Section 2, for each hour paid for or worked in the preceding month by all employees covered by this Agreement.

**ARTICLE 29
APPRENTICE TRAINING AND RETRAINING**

Section 2. During the period May 1, 2016, through April 30, 2019, the Employer shall pay monthly into the Operating Engineers Local 965 Apprentice Training and Retraining Fund, the amount as specified in Article 7, Section 2, for each hour paid for or worked in the preceding month by all employees covered by this Agreement.

**ARTICLE 31
DOWNSTATE INFRASTRUCTURE AWARENESS AND ADVANCEMENT FUND**

During the period May 1, 2016, through April 30, 2019, the Employer shall pay monthly into the Downstate Infrastructure Awareness and Advancement Fund (DIAAF) the amount as specified in Article 7, Section 2, for each hour paid for or worked in the preceding month by all employees covered by this Agreement.

**ARTICLE 32
LOCAL 965 ANNUITY FUND**

Section 1. During the period May 1, 2016, through April 30, 2019, the Employer shall pay monthly into the Operating Engineers Local 965 Annuity Fund, the amount as specified in Article 7, Section 2, for each hour paid for or worked in the preceding month by all employees covered by this Agreement.

**ARTICLE 41
PERIOD OF AGREEMENT**

This Agreement shall continue in full force and effect from May 1, 2016, through April 30, 2019, and shall remain in effect from year to year thereafter, unless objections are made by Certified Mail by one or more of the interested parties at least sixty (60) days prior to the expiration date as set forth above or the yearly expiration date thereafter.

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

Signed this 11th day of August 2015, at Springfield, IL.

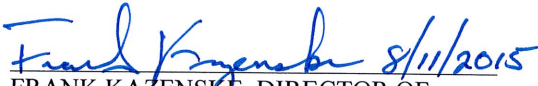
FOR AGC OF ILLINOIS:

3219 Executive Park Drive
P.O. Box 2579
Springfield, IL 62708


Phone No. (217) 789-2650

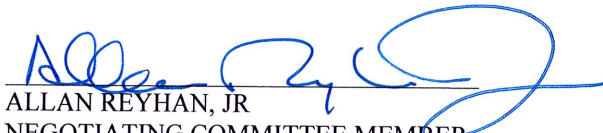
Fax No. (217) 789-1048

BY:



FRANK KAZENSKE, DIRECTOR OF
LABOR RELATIONS



DAVID MIFFLIN, LABOR CHAIRMAN



STEVE HALVERSON,
NEGOTIATING COMMITTEE MEMBER


ALLAN REYHAN, JR
NEGOTIATING COMMITTEE MEMBER

FOR IUOE LOCAL 965:


MICHAEL D. ZAHN, BUSINESS MANAGER


DENNIS MINICK, PRESIDENT


MYRNA BOMKAMP, RECORDING SEC.