

JAY ELDERS  
President  
Business Representative

DEE STAHLHUT  
Business Manager

JUSTIN SCHULTZ  
Recording Secretary

NOAH RIDGWAY  
Vice President

JEREMY HICKAM  
Treasurer

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCALS NO. 318, 318A, 318B, 318C, 318RA

AFFILIATED WITH THE  
AMERICAN FEDERATION  
OF LABOR



3310 WATER TOWER ROAD  
MARION, ILLINOIS 62959  
TELEPHONE 618-993-0318  
FAX 618-997-9691

STACI RUSSELL  
Trustee

JAMES DILLOW  
Business Representative  
Financial Secretary

BRAD BURRIS  
Trustee

JASON SISSOM  
Trustee

February 1, 2023

RE: IUOE Local 318 Rates effective April 1, 2023

Dear Contractor:

Please find attached/enclosed new rates that are effective April 1, 2023 for the International Union of Operating Engineers Local 318 and the corresponding contractors' packet.

- Hourly wages have **increased by .73 cents.**
- The Pension Contribution has stayed the same at \$11.45 per hour.
- The Health & Welfare Contribution has **increased to \$11.85 per hour.**
- The Annuity Fund has **increased to \$2.00 per hour.**
- The Dues Check Off has **increased to \$2.65 per hour** and is paid by the employee.

All of the appropriate forms are attached/enclosed to pay each of the respective funds with the correct rates listed on each form. Please remember on the form to pay the Dues Check Off {Supplemental Dues}, B&T, OAF and Vacation, the members need to be listed in alphabetical order and the Federal Employer Identification Number needs to be listed. Please copy the forms as needed for future use and remember to turn in months that have zero (0) hours as well.

If you have any questions, you may contact the hall at 618-993-0318. Thank you for your cooperation.

Sincerely,

Dee Stahlhut  
Business Manager  
IUOE Local 318

## WAGE ADDENDUM

Date: January 30, 2023

The undersigned parties hereby agree to revise Article XX of the agreement between the **Egyptian Contractors Association, Inc.**, the **Associated General Contractors of Illinois** and the **Operating Engineers Local #318** covering heavy, highway, building and river construction in the counties covered in this agreement and Local #318 jurisdictional territories.

### Effective Date: April 1, 2023 RIVER

Class 1	\$36.48
<b>Class 1 Total Pkg:</b>	<b>\$66.43</b>
Class 2	\$33.03
<b>Class 2 Total Pkg:</b>	<b>\$62.98</b>

### EMPLOYEE DEDUCTIONS ALL CLASSES:

Dues Check Off:	\$2.65 per hour
Vacation:	\$1.00 per hour
Bldg & Trans:	\$ .10 cents per hour
OAF:	\$ .10 cents per hour

### HIGHWAY, HEAVY, BUILDING

#### Class A

Wages	\$36.38
Pension	\$11.45
Health & Welfare	\$11.85
Annuity	\$ 2.00
Appren. & Training	\$ 4.15
Industry Advc. Fund	\$ .16
AGCIL-IAF	\$ .16
DIAAF	\$ .10
EBOLT	\$ .08
	<b>\$66.33</b>

#### Class B

Wages	\$34.48
Pension	\$11.45
Health & Welfare	\$11.85
Annuity	\$ 2.00
Appren. & Training	\$ 4.15
Industry Advc. Fund	\$ .16
AGCIL-IAF	\$ .16
DIAAF	\$ .10
EBOLT	\$ .08
	<b>\$64.43</b>

### PREMIUM PAYS THAT MAY APPLY IN ADDITION TO LISTED WAGES:

**Operator Foreman:** \$1.00 / hr over Class A rate.

**Certified Crane Operator:** \$3.00 / hr above top scale  
**plus** long boom compensation.

#### **Long Boom and Fixed Lead Compensation:**

110' to 149' - .75 cents per hour.

150' to 199' – additional .60 cents per hour.

200' and over – additional .02 cents per foot per hour.

#### **Shift Work for River, Building, and Construction:**

Second Shift Differential: .50 cents per hour.

Third Shift Differential: .75 cents per hour **OR**  
the highest paid shift differential of the other  
crafts whichever is the greatest.

#### **Highway Night Work:**

Second Shift: Additional \$2.00 per hour shift premium.

Third Shift: Additional \$2.25 per hour shift premium.

**ADDITIONAL PREMIUM PAYS START ON PAGE 31  
OF THE COLLECTIVE BARGAINING AGREEMENT (CBA).  
SEE THE CBA FOR A COMPLETE LIST.**

Class C

Wages	\$27.08
Pension	\$11.45
Health & Welfare	\$11.85
Annuity	\$ 2.00
Appren. & Training	\$ 4.15
Industry Advc. Fund	\$ .16
AGCIL-IAF	\$ .16
DIAAF	\$ .10
EBOLT	\$ .08
	<b>\$57.03</b>

**FOR THE UNION:**

Operating Engineers Local # 318

 1-30-2023

Dee Stahlhut

Date

Business Manager

**FOR THE EMPLOYERS:**

Egyptian Contractors Association, Inc

 2-1-23

Brian Rehbein

Date

Executive Director

Associated General Contractors of Illinois

 3/6/2023

Frank Kazenske

Date

Director of Labor Relations

MAKE COPIES OF THIS FORM FOR FUTURE USE!

LOCAL 318

**REMEMBER: SEPARATE CHECK FOR OAF!!**

## SUPPLEMENTAL DUES, B&amp;T, OAF, AND VACATION CHECK OFF FORM

APRIL 1, 2023 thru MARCH 31, 2024

EMPLOYER: \_\_\_\_\_ FEIN # \_\_\_\_\_ PERSON COMPLETING \_\_\_\_\_

PHONE/FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

DATE: \_\_\_\_\_ REPORT FOR MONTH: \_\_\_\_\_ FINAL REPORT CHECK HERE: \_\_\_\_\_

THESE ARE EMPLOYEE DEDUCTIONS!

**Please Note: LIST ALPHABETICALLY by LAST NAME.**

**\$2.65**

**\$0.10**

**\$0.10**

**\$1.00**

**CLEAR IN AND/OR  
PERMIT FEE -**

**\$32.75 PER MONTH**

**DOBIE \$10.00  
PER WEEK**

[illegible]

THE 4% IS FIGURED ON 4% OF THE TOTAL PACKAGE FOR CLASS A HEAVY/HIGHWAY NOT GROSS WAGES! WRITE ONE CHECK FOR THE 4%, B & T FUND, AND VACATION TO LOCAL 318 AND A SEPARATE CHECK FOR THE OAF FUND! BOTH ARE MAILED TO LOCAL 318-3310 WATER TOWER ROAD-MARION IL 62959. IF YOU HAVE ANY QUESTIONS PLEASE CALL 618-993-0318.

## EMPLOYER REPORT OF CONTRIBUTIONS

## CHECK ONE:

LOCAL 841 ☐LOCAL 103 ☐LOCAL 318 ☒LOCAL 649 ☐FUND  
NUMBER**253**Temporarily Inactive ☐Permanently Inactive Due to: ☐No longer in business ☐Out of area ☐Other ☐

Fed Id # \_\_\_\_\_

I certify that the information contained in this report and the attached schedule is true and correct; that the hours reported represent all wages paid to the Employees in the employ of the named Employer for the period specified.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Employer  
NameMake Check(s)  
Payable To:**Mid Central Operating Engineers  
Fringe Benefit Funds**

Mail to:

**Mid Central Operating Engineers Health &  
Welfare Fund  
P.O. Box 9605  
Terre Haute, IN 47808-9605**

Report for month ending \_\_\_\_\_ Last month reported \_\_\_\_\_

EMPLOYEE NAME	SOCIAL SECURITY NUMBER	WELFARE HOURS	PENSION HOURS	CPF ACCOUNT NUMBER
				<b>See back of form for instructions and what county is covered by each Local.</b>
				Agreement under which work was performed: (i.e. Building, Heavy Highway, Other) _____
				Worked Performed in County of: _____

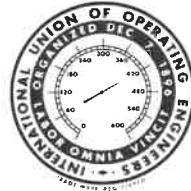
FUNDS	TOTAL HOURS	RATES	AMOUNTS DUE	FUNDS	TOTAL HOURS	RATES	AMOUNTS DUE
				Pension		11.45	
				Health & Welfare		11.85	
				Annuity		2.00	
				AGCIL-IAF		.16	
				DIAAF		.10	

DUE BY 15th OF MONTH FOLLOWING  
HOURS WORKED

TOTAL REMITTANCE (ONE CHECK) →

# INTERNATIONAL UNION OF OPERATING ENGINEERS

AFFILIATED WITH THE  
AMERICAN FEDERATION  
OF LABOR



8963 CRENSHAW ROAD  
MARION, ILLINOIS 62959  
TELEPHONE 618-942-3931  
FAX 618-942-3940

## JOINT APPRENTICESHIP & TRAINING PROGRAM

### UNION TRUSTEES

DEE STAHLHUT  
JAMES DILLOW  
JASON SISSOM

JAY ELDERS, TRAINING COORDINATOR

**Local 318**



### EMPLOYER TRUSTEES

JIM McPHAIL  
BRIAN REHBEIN  
JUSTIN RAINES

February 1, 2023

Attn: Payroll

Here are the Apprentice Wage Rates beginning April 1, 2023 through  
and including March 31, 2024.

Journeyman Scale as of April 1, 2023 \$36.38

	Percentage	
First Year Apprentice	70%	\$25.47
Second Year Apprentice	80%	\$29.10
Third Year Apprentice	90%	\$32.74
Fourth Year Apprentice	95%	\$34.56

If you have any questions, please call the training office at 618-942-3931.

Respectfully,

Jay Elders  
Training Coordinator  
IUOE Local 318 JATP

# INTERNATIONAL UNION OF OPERATING ENGINEERS

AFFILIATED WITH THE  
AMERICAN FEDERATION  
OF LABOR



8963 CRENSHAW ROAD  
MARION, ILLINOIS 62959  
TELEPHONE 618-942-3931  
FAX 618-942-3940

## JOINT APPRENTICESHIP & TRAINING PROGRAM

UNION TRUSTEES  
DEE STAHLHUT  
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JASON SISSOM

JAY ELDERS, TRAINING COORDINATOR  
Local 318

EMPLOYER TRUSTEES  
JIM McPHAIL  
BRIAN REHBEIN  
JUSTIN RAINES



February 1, 2023

Contractors,

Enclosed are Joint Report Forms that are to be used for hours worked during the next twelve (12) months; beginning with hours worked April 1, 2023 through and including March 31, 2024.

**Please do not use these new forms until you are paying on hours worked beginning April 1, 2023 payable, no later than May 15, 2023.** Please make one (1) check for the total amount due. It is not necessary to divide the amounts into separate checks. Please make copies of the Joint Report Forms for additional use. If you need a new copy sent to you, please include the correct email address for the forms to be sent to.

These rates are to be paid on all hours worked in Local 318 jurisdiction. As the contractor, you are obligated to pay Local 318 Joint Apprenticeship Training & Upgrading program on all operators working for your company, regardless of their home local. The amount due is based on the total number of hours worked each and every month. A form for every month is to be returned, even if the hours worked in that particular month are zero (0).

The training program is a benefit for everyone involved. Well-trained operators make for a safe and efficient job site, therefore being more profitable for everyone.

And again, please do not use the new form until you are paying in May 2023 on hours worked, beginning April 1, 2023. Remember, the form and check are to be mailed each month **directly to the training site: IUOE Local 318 JATP 8963 Crenshaw Road Marion IL 62959.** If you have any questions or concerns pertaining to these new forms or the rate, please call the Joint Apprenticeship Training & Upgrading office at 618-942-3931.

Thank you for your cooperation and continued support.

Respectfully,

Jay Elders  
Training Coordinator  
IUOE Local 318 JATP

April 1,  
**2023**

# Joint Report Form

March 31,  
**2024**

(Due by the 15th of the month following the hours worked.)

I.U.O.E. Local # 318 Apprenticeship & Training Fund  
and Egyptian Contractors Association, Inc., Industry Advancement Foundation

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Report for Month/Year

\_\_\_\_\_  
Address

\_\_\_\_\_  
Total Hours

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Apprenticeship & ECA/IAF = multiply **\$4.31** by hours

\_\_\_\_\_  
Employer's Signature

\_\_\_\_\_  
EBOLT = multiply **.08** by hours

\_\_\_\_\_  
Prepared By (Please Print)

\_\_\_\_\_  
**TOTAL AMOUNT DUE**

Additional Forms Needed: **YES** **NO**

Email For Additional Forms: \_\_\_\_\_

**Please list below all employees for this report month.**  
(Use additional forms if necessary.)

**Name:**

**Hours:**

**Social Security Number:**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MAKE CHECK PAYABLE TO:  
MAIL CHECK TO :

**IUOE LOCAL #318 JATP  
8963 CRENSHAW ROAD  
MARION IL 62959**

**\*\*\*COPY FOR FUTURE USE\*\*\***



**CONTRACTOR INFORMATION FORM**  
**PLEASE PRINT LEGIBLY**

---

**Company Name**

---

**Mailing Address**

---

**City**

**State**

**Zip Code**

---

**Primary Phone**

**Secondary Phone**

---

**Fax Number**

**FEIN Number**

---

**Company Email Address**

**Please provide the email address where updated Collective Bargaining Agreements, New Rates, and Updated Fringe Benefit Fund Payment Forms are to be emailed to:**

---

**Payroll Contact Name**

**Email Address**

**Phone Number**

---

**Annuity Fund Contact Name**

**Title**

---

**Annuity Fund Contact Number**

**Please return this form at your earliest convenience by one of the options listed below.**  
**Thank you in advance for your assistance!**

IUOE Local 318  
3310 Water Tower Rd.  
Marion, IL 62959

OR

[office@iuoelocal318.com](mailto:office@iuoelocal318.com)

OR

FAX 618-997-9691



## CENTRAL PENSION FUND POLICY AND PROCEDURES FOR ADMINISTERING MONEY FOLLOWS THE MAN RECIPROCITY

### BACKGROUND

The Board of Trustees conditionally approved adopting Exhibit B to the IUOE National Reciprocity Agreement (Money Follows the Man Reciprocity) at their 124th Regular Meeting. The approval was conditioned upon Staff developing appropriate administrative policies and procedures, including a revised authorization form, which would address various legal issues identified by Fund Counsel. In addition, the Trustees approved Staff's recommendation that money follows the man reciprocity be administered in accordance with relevant prior interpretative rulings issued by the General Secretary/Treasurer's office of the IUOE. This document is intended to set forth the initial policies and procedures with respect to issues identified to date. The policies and procedures will be subject to further revision, based upon actual experience. Based upon a number of such interpretations, the following policies will be initially adopted by the Central Pension Fund in administering money follows the man reciprocity.

### POLICIES INVOLVING CHANGES IN LOCAL UNION MEMBERSHIP

1. If a participant acquires a vested interest in their accrued benefit with the Central Pension Fund, subsequently transfers their Local Union membership to a non-CPF Local Union, and then requests a transfer of contributions to his current Home Local Pension Fund, the Central Pension Fund will only transfer contributions prospectively. Such contributions will not be subject to transfer under the money follows the man provisions of the National Reciprocity Agreement and the Participant will remain vested in the Central Pension Fund. The pension plan sponsored by the participant's new home Local Union would become his Home Local Pension Fund for purposes of future contributions only, while the participant remains a member of the new Local Union.
2. If a non-vested participant changes his home Local Union membership and subsequently requests a transfer of contributions to his new Home Local Pension Fund, the Central Pension Fund will only honor that request with respect to contributions received, if the current Home Local Pension Fund was also the Participant's Home Local Pension Fund at the time the work was performed, which gave rise to the contributions seeking to be transferred. For example, assume a participant has an Initial Participation Date with the Central Pension Fund of January 1, 1990 and is subsequently reported to the Central Pension Fund for four consecutive years. Further assume that during January 1995 the participant transfers his

membership from Local Union No. 406 to a Local Union which maintains an independent pension fund, such as IUOE Local No. 302. The participant then files a transfer authorization request, pursuant to the money follows the man reciprocity provisions, seeking a transfer of all contributions received by the Central Pension Fund to his current Home Local Pension Fund, IUOE Local No. 302 Pension Fund. The Central Pension Fund will only recognize that transfer authorization with respect to contributions received for hours of service on or after January 1, 1995. Contributions received by the Central Pension Fund for period endings prior to January 1, 1995 would remain with the Central Pension Fund and are not subject to transfer.

3. If a participant incurs a permanent break-in-service under the terms of the Central Pension Fund's Plan of Benefits, after taking into consideration all related service with all related funds, his service will not be revived or restored if he has subsequent service in another fund. For example, assume a participant earns two years of credited service with the Midwest Operating Engineers Pension Fund and then earns two years of credited service with the Central Pension Fund. Further assume the participant leaves the industry and at age 65, incurs a permanent break-in-service under the provisions of the CPF Plan of Benefits. If the participant resumes covered employment in his Home Local Pension Fund, after incurring the permanent break-in-service with the Central Pension Fund, and the Home Local Pension Fund restores his service under their rules, the Central Pension Fund is not obligated to follow suit.

#### FORMS FOR REQUESTING TRANSFERS

Attached is a revised authorization form prepared by Fund Counsel, which must be completed by a participant before processing any reciprocity transfer requests received. Additional forms may be designed as needed, based upon subsequent experience.

#### TIME LIMITS APPLICABLE TO TRANSFERS

While the Central Pension Fund only adopted money follows the man reciprocity during 2002, the Fund will not apply any time limits to a refund request. Therefore, if a Participant files a transfer request for contributions received in prior years, it will be honored, subject to the policies discussed above and the policies imposed by the participant's Home Local Pension Fund.





## MONEY FOLLOWS MAN RECIPROCITY

TO: Board of Trustees  
Central Pension Fund of the International Union of  
Operating Engineers and Participating Employers  
4115 Chesapeake St., NW  
Washington, DC 20016

Re: Request for Transfer of Contributions to Home Local Pension Fund

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Social Security Number

The above-referenced participant hereby requests and authorizes the Board of Trustees to transfer to my Home Local Pension Fund all eligible contributions made on my behalf to the Central Pension Fund, as of the date this request is received by the Board, and in the future, unless this authorization is revoked in writing. In support of this request, I hereby state as follows:

1. I am a member of IUOE Local No. \_\_\_\_\_, AFL-CIO and my Union Register No. is \_\_\_\_\_.
2. My Home Local Pension Fund is \_\_\_\_\_.
3. I understand that the benefits to which I may be entitled under my Home Local Pension Fund, if my request to transfer is approved, may be less than what I would be entitled to receive if the contributions made on my behalf to the Central Pension Fund remain at the Central Pension Fund.
4. I understand that I have a right to request an estimate of the value of the accrued benefit I have earned with the Central Pension Fund as of this date, before the Board acts upon my request to transfer.

### PLEASE CHECK THE APPROPRIATE BOX

- ☐ I do not want an estimate before the Board acts upon my request.
- ☐ I hereby request an estimate before the Board acts upon my request.
5. I understand that if the Board grants my request, in whole or in part, I cannot later request that any contributions which may be transferred to my Home Local Pension Fund be transferred back to the Central Pension Fund.
  6. I acknowledge that I have received and reviewed a copy of the Central Pension Fund's Policies and Procedures for Administering Money Follows the Man Reciprocity. I further acknowledge that I have had at least 30 days to review same and ask any questions I may have before the Board acts upon the transfer request.

7. I acknowledge and agree that if the Board grants my request and transfers contributions to my Home Local Pension Fund, such decision by the Board is final and binding. I waive on my behalf, and my heirs, successors and assigns, any right to receive any accrued benefit from the Central Pension Fund, based upon the contributions and hours of service transferred to my Home Local Pension Fund pursuant to this request.
8. I understand that my Home Local Pension Fund may have imposed time limits upon transferring or accepting contributions under Money Follows the Man Reciprocity and the Central Pension Fund shall not be liable in the event my Home Local Pension Fund rejects my transfer request on the basis of its time limits.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## HEALTH & WELFARE RECIPROCITY AGREEMENT

### Request and Authorization for Transfer of Contributions

\_\_\_\_\_  
Participant Name (Please print)

\_\_\_\_\_  
Social Security Number

I request and authorize that the Board of Trustees of the Local \_\_\_\_\_ Health and Welfare Fund to transfer to my Home Health and Welfare Fund all contributions made on my behalf to its Fund hereafter and within six months prior to the date this authorization request is received by the Fund, unless and until this authorization is revoked in writing. In support of this request, I state as follows:

1. I am a member of IUOE Local No.\_\_\_\_ and my Union Registration No. is\_\_\_\_\_.
2. My Home Health and Welfare Fund is \_\_\_\_\_.
3. I understand that, upon approval of my request to transfer, I cannot later request that any contributions which may be transferred to my Home Fund be transferred back to the transferring Fund.
4. I understand that, upon approval of my request to transfer contributions, my and my dependants' eligibility for benefits and all other participant rights shall be determined exclusively by the terms of my Home Fund's plan and rules, and not by the terms of the transferring Fund's plan and rules.
5. By making this request, I waive and release, on behalf of myself and my dependants, any and all claims against both Funds and their fiduciaries relating to whether the transfer of contributions is in my or their best interests.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

JAY ELDERS  
President  
Business Representative

DEE STAHLHUT  
Business Manager

JUSTIN SCHULTZ  
Recording Secretary

JEREMY HICKAM  
Treasurer

NOAH RIDGWAY  
Vice President

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCALS NO. 318, 318A, 318B, 318C, 318RA

AFFILIATED WITH THE  
AMERICAN FEDERATION  
OF LABOR



3310 WATER TOWER ROAD  
MARION, ILLINOIS 62959  
TELEPHONE 618-993-0318  
FAX 618-997-9691

STACI RUSSELL  
Trustee

JAMES DILLOW  
Business Representative  
Financial Secretary

BRAD BURRIS  
Trustee

JASON SISSOM  
Trustee

## BOND REQUIREMENTS

All contractors doing business in the jurisdiction of Local 318 shall obtain and maintain during the term of this agreement and being renewed yearly an approved surety bond in the amount up to two hundred (\$200,000 ) thousand dollars to guarantee their employees working under this agreement the payments listed below:

1. PAYMENT AND WAGES
2. PENSION PLAN FUND
3. HEALTH & WELFARE PLAN FUND
4. ANNUITY FUND
5. JOINT APPRENTICESHIP AND ADVANCED TRAINING FUND
6. SUPPLEMENTAL DUES CHECK-OFF PAYMENTS
7. BUILDING AND TRANSPORTATION FUND
8. VACATION FUND
9. OPERATOR ACTION FUND
10. EGYPTIAN BUILDERS AND ORGANIZED LABOR TOGETHER (EBOLT) FUND
11. TRUST FUND
12. INDUSTRY ADVANCEMENT FUND (IAF)
13. DIAAF - IAF FUND
14. AGC – IAF FUND

Contractors may also obtain an irrevocable letter of credit from their bank that includes the same items as listed above in lieu of a surety bond.

**IUOE Local 318**

## WAGE AND FRINGE BENEFIT BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS; that we \_\_\_\_\_

\_\_\_\_\_ herein called the Principal,  
and \_\_\_\_\_. A corporation authorized to transact business in the  
State of \_\_\_\_\_ herein called the Surety, are hereby held and firmly  
bound unto International Union of Operating Engineers Local 318 herein called the Obligee, in the  
penal sum of \_\_\_\_\_ (\_\_\_\_\_) for the obligation hereinafter set forth for the  
payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our  
successors and assigns and heirs, executors and administrators.

WHEREAS, the above named Principal is employing employees represented by the Operating Engineers Local 318, for the purpose of performing certain classified work in the territory within the jurisdiction of said Union as defined in that certain Agreement now in full force and effect between Employer and the Union. NOW THEREFORE, the conditions of this bond are such that if the said Principal shall well, faithfully and continuously pay the wages and fringe benefits including: Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Advanced Training Fund, Supplemental Dues Check-off payments, Building and Transportation Fund, Operator Action Fund, Vacation Fund, Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Downstate Infrastructure Awareness and Advancement Fund (DIAAF) and Industry Advancement Funds (IAF), which are due by reason of the work performed by all Union members and other employees covered by the provision of the aforesaid Agreement, then this obligation shall be void, otherwise to remain in full force and effect. It is expressly understood and agreed that the Principal and Surety, jointly and severally, are obligated to pay such Wages and all Fund contributors as listed above as are due and unpaid. In no case shall the liability of the Surety exceed the penal sum stated above.

This bond may be cancelled by the Surety thirty (30) days after the receipt by the Obligee of the Surety's written notice of cancellation sent by Registered Mail.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

International Union of Operating Engineers Local 318  
3310 Water Tower Road  
Marion, Illinois 62959



On \_\_\_\_\_ before me, a Notary Public in and for said County  
and State, residing therein, duly commissioned and sworn, personally appeared  
\_\_\_\_\_ known to me to be Attorney-in-fact of  
\_\_\_\_\_,  
the corporation described in and that executed the within and foregoing instrument, and  
known to me to be the person who executed the said instrument in behalf of the said corporation,  
and he/she duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and date  
and year stated in the certificate above.

\_\_\_\_\_  
Notary Public

## NOTICE OF INCOMPETENCY

To Whom It May Concern:

This notice is to inform IUOE Local318 of Marion, Illinois on the matter of \_\_\_\_\_.

(Operator's name)

Due to the incompetency of their operational skills to perform as needed on a \_\_\_\_\_,

(type of equipment)

they have been released as an employee of this company. The operator has general knowledge of said equipment, but the ability to operate it proficiently, as desired by this company is inadequate.

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City; State; Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return to: IUOE Local 318, 3310 Water Tower Rd., Marion, IL 62959

001 ADAMS	035 HARDIN X	069 MORGAN
002 ALEXANDER X	036 HENDERSON	070 MOULTRIE
003 BOND	037 HENRY	071 OGLE
004 BOONE	038 IROQUOIS	072 PEORIA
005 BROWN	039 JACKSON X	073 PERRY
006 BUREAU	040 JASPER	074 PIATT
007 CALHOUN	041 JEFFERSON	075 PIKE
008 CARROLL	042 JERSEY	076 POPE X
009 CASS	043 JODAVIESS	077 PULASKI X
010 CHAMPAIGN	044 JOHNSON X	078 PUTNAM
011 CHRISTIAN	045 KANE	079 RANDOLPH
012 CLARK	046 KANKAKEE	080 RICHLAND
013 CLAY	047 KENDALL	081 ROCK ISLAND
014 CLINTON	048 KNOX	082 ST. CLAIR
015 COLES	049 LAKE	083 SALINE X
016 COOK	050 LASALLE	084 SANGAMON
017 CRAWFORD	051 LAWRENCE	085 SCHUYLER
018 CUMBERLAND	052 LEE	086 SCOTT
019 DEKALB	053 LIVINGSTON	087 SHELBY
020 DEWITT	054 LOGAN	088 STARK
021 DOUGLAS	055 MACON	089 STEPHENSON
022 DUPAGE	056 MACOUPIN	090 TAZEWELL
023 EDGAR	057 MADISON	091 UNION X
024 EDWARDS	058 MARION	092 VERMILION
025 EFFINGHAM	059 MARSHALL	093 WABASH
026 FAYETTE	060 MASON	094 WARREN
027 FORD	061 MASSAC X	095 WASHINGTON
028 FRANKLIN X	062 MCDONOUGH	096 WAYNE
029 FULTON	063 MCHENRY	097 WHITE X
030 GALLATIN X	064 MCLEAN	098 WHITESIDE
031 GREENE	065 MENARD	099 WILL
032 GRUNDY	066 MERCER	100 WILLIAMSON X
033 HAMILTON X	067 MONROE	101 WINNEBAGO
034 HANCOCK	068 MONTGOMERY	102 WOODFORD

(Please complete Reverse Side)