

OWNER-OPERATOR CONTRIBUTION
EXEMPTION AGREEMENT

WHEREAS, the International Union of Operating Engineers, Local 150, AFL-CIO (“the Union”), has determined that in light of the current economic conditions in the construction industry within its jurisdiction, some employers who hold “owner-operator” membership status and who are party to collective bargaining agreements with the Union are unable to continue to operate their businesses during 2009, and seek an exemption for themselves from the existing contractual obligations with the Union; and

WHEREAS, in the historical experience of Local 150, it is in the Union’s best interest to afford owner-operators this limited relief from certain of their trust fund obligations; and,

WHEREAS, the undersigned Employer and the Union are parties to a collective bargaining agreement commonly known as the _____, the terms of which are fully incorporated herein. As such, the Employer is required to make contributions to the Midwest Operating Engineers Welfare Fund, the Midwest Operating Engineers Welfare Fund’s Retiree Medical Savings Plan, the Midwest Operating Engineers Pension Trust Fund, the Midwest Operating Engineers Retirement Enhancement Fund, the Midwest Operating Engineers Vacation Savings Plan, and the Operating Engineers Local 150 Apprenticeship Fund (“the Midwest Operating Engineers Fringe Benefit Funds” or “the Funds”), as well as the Midwest Operating Engineers Construction Industry Research Service Trust Fund (“CRF”); and,

WHEREAS, on _____, 2009, the undersigned Employer advised the Union that it seeks an exemption from its obligations under the Collective Bargaining Agreement to make contributions to the Midwest Operating Engineers Fringe Benefit Funds and the CRF, except the MOE Welfare Fund, for up to two (2) owner-operator employees during the fifteen (15) months effective January 1, 2009, through March 31, 2010; and,

WHEREAS, the undersigned Employer has agreed that if it performs any work in the construction industry during the fifteen (15)-month period for which it would otherwise be obligated under the Collective Bargaining Agreement to contribute to the Midwest Operating Engineers Fringe Benefit Funds, the Employer agrees to make payment to the Funds for all payments, contributions, interest, and liquidated damages due in the amounts required by the applicable collective bargaining agreement for all its bargaining unit employees, except up to two (2) owner-operators, upon whom contributions shall be made to the Midwest Operating Engineers Health and Welfare Fund only, and consents to a judgment in that amount and to otherwise honor the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Union and the Employer do hereby agree to the following terms of this Employer Contribution Exemption:

1. That the Employer seeks an exemption for up to two (2) owner-operator employees from its obligations under the Collective Bargaining Agreement to make

contributions to the Midwest Operating Engineers Funds, except that it will continue to make contributions to the Midwest Operating Engineers Health and Welfare Fund during the period commencing January 1, 2009, through March 31, 2010.

2. That the Employer hereby agrees that if it performs any work in the construction industry and/or work under the jurisdiction of the applicable Collective Bargaining Agreement during the fifteen (15)-month exemption period for which it would otherwise be obligated under that Agreement to contribute to the Midwest Operating Engineers Fringe Benefit Funds, the Employer will make payment on behalf of its two (2) exempt owner-operator employees to the Midwest Operating Engineers Health and Welfare Fund all contributions, interest, and liquidated damages required by the Collective Bargaining Agreement and hereby consents to judgment in that amount.

3. To the extent that the undersigned Employer is one of the exempt owner-operators and is also a participant in any or all of the Midwest Operating Engineers Fringe Benefit Funds, he unconditionally releases, waives, remises, discharges, and acquits the Funds and the Union, their successors and assigns, their representatives, administrators, officers, and employees from each, every, and all actions, causes of actions, liabilities, claims, damages, and expenses of whatever kind and nature including but not limited to the payment of any benefits to him, his beneficiaries, his heirs, executors, or administrators which could have been incurred or accrued other than benefits under the Midwest Operating Engineers Health and Welfare Fund had he been employed by the Employer

during the waived fifteen (15)-month period, said Employer not being required to make contributions on his own behalf as previously provided in the applicable collective bargaining agreement. (If to owner-operators opt to waive contributions and therefore benefits, both must sign this document).

EMPLOYER:

UNION:

International Union of Operating
Engineers, Local 150, AFL-CIO

Date: _____

As the third-party beneficiary to the Collective Bargaining Agreement to which the Employer and the Union are parties, the Funds and their Trustees do hereby consent to this Employer Contribution Exemption Agreement in reliance on the representations made by _____, the Employer, and the Union in this Agreement.

Acknowledged on behalf of the
Midwest Operating Engineers Fringe Benefit Funds:

Date: _____