

BUILDING AGREEMENT

BETWEEN

ILLINOIS VALLEY CONTRACTORS ASSOCIATION

AND

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

EFFECTIVE

JUNE 1, 2021

THROUGH

MAY 31, 2024

Illinois Valley Building Agreement
Steven M. Cisco
Stanley A. Simrayh
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**ILLINOIS VALLEY CONTRACTORS ASSOCIATION
BUILDING AGREEMENT**

INTRODUCTION

This Agreement will provide the parties with the assurance that during the **THREE (3) YEAR** term of this Agreement a fair and honorable relationship will continue. This Agreement provides wage rates and fringe benefits commensurate with the skills and abilities of the workmen and also guarantees that the contractors will receive a service and cooperation in getting the job done.

You will note that this contract contains agreements which were reached through understanding the problems of each of the parties by the method of free and honest collective bargaining. This Agreement now becomes part of our everyday working relationship and it is yours to be administered wisely, adhered to in every respect and defended to the utmost of our ability.

JOINT AGREEMENT

THIS AGREEMENT made and entered into this 1st day of June 2021, by and between the **ILLINOIS VALLEY CONTRACTORS ASSOCIATION**, acting for and on behalf of its present and future members that have assigned their bargaining rights to the Association, as well as any non-member employer assignees hereinafter, referred to as the ASSOCIATION or EMPLOYERS, first party and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO**, hereinafter referred to as the UNION, or second party.

THIS AGREEMENT shall cover the following geographical area, that portion of Bureau County lying East and North of Highway 26 from the town or village of Bureau to the Northern Bureau County Line, LaSalle and Livingston Counties, and that portion of Putnam County lying East and South of the Illinois River, Local Union 150 and Local Union 649 shall share jurisdiction over all floating equipment on that section of the Illinois River which divides the territorial jurisdiction of

those local Unions, all in Illinois.

THIS AGREEMENT is based upon the understanding that the EMPLOYER and UNION have a common and sympathetic interest in the Construction Industry. Progress in the industry demands a mutuality of confidence between the Employer and the Union. Accordingly, a working system and harmonious relations are necessary to improve and further the relationship between the Employer, the Union, and the Public, so that all will benefit by continuous peace and by adjusting any differences by rational common sense methods.

THIS AGREEMENT shall be in full force and effect until May 31, 2024.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

SECTION 1 - 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 Article I, Section 3 Scope of Work, and Article VIII Section 1, "Wage Rates and Fringe Benefits", the wages, hours of work, and all other terms and conditions of employment set forth in this Agreement, and the operation, maintenance, repair, moving, dismantling, assembly, and disassembly of equipment covered by this Agreement used on building and construction work, regardless of motive power, and/or mode of control (including but not limited to remote control, autonomous and semi-autonomous operation).

The Bargaining Unit shall also include, for the purpose of Article IX, Section 1 and 2, and for such purposes only, such persons in the employ of an Employer herein referred to as "Supervisors", defined in the LMRA, as amended, as follows:

....have authority, in the interest of an Employer, to hire, transfer, suspend, lay-off, recall promote, discharge, assign, reward, or discipline, other employees, and who have responsibility to direct them or adjust their grievances, or effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not merely of a routine or clerical nature, but requires the use of judgment, and, provided, further, that such

Supervisor:

- A. has heretofore been included as a member of the Bargaining Unit as that term is defined in the preceding paragraph of this Article I, Section 1, or as defined in any previous collective bargaining agreement entered into between the parties hereto, and
- B. was an employee on whose behalf five (5) years prior to the effective date of this Agreement contributions were required to be made for at least five thousand (5,000) hours worked, or wages received, as the case then required.

SECTION 2 - RECOGNITION

The Association 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 who are now signatory members of the Association, or such Employers as may hereafter become signatory members of the Association or other Employers signatory to this Agreement. The Union recognizes the Association as the sole and exclusive bargaining agent for its members that have assigned their bargaining rights to the Association, as well as any non-member employer, firm, person or corporation that may hereafter assign their bargaining rights to the Association. All other contractor Employers engaged in work covered by classifications in this Agreement and the occupational jurisdiction of the Union shall be subject to the terms of this Agreement.

Upon execution of this Agreement, the Association shall provide the Union and the Funds with a list of Employers that are members of the Association, Employers who have assigned the Association their bargaining rights, Employers that have authorized the Association to act as bargaining agent, and Employers that have any other relationship with the Association, as well as identification of the nature of each such relationship. The Association shall on the first business day of each month identify for the Union and the Funds any Employer that has altered its relationship with the Association or newly-created a relationship with the Association. The Association shall provide this information using the mechanism required by the Union (e.g., email), and shall include the Employer's name, FEIN, address, phone number, identification of its principals and their email addresses. The Association shall promptly respond to inquiries about specific Employers made by the Union.

SECTION 3 - SCOPE OF WORK

This Agreement shall apply to work classifications and operations incidental thereto as are generally accepted as Building Construction such as:

Construction, erection, modification, addition to or improvement of a building structure or structures, the construction, erection, modification, addition to or improvement of an industrial plant or commercial construction and the driving of sheeting, piling, caisson work, slurry operations, rapid transit stations and pump and lift station structures above connecting sewer lines, all excavating (except slurry operations outside of the building line, major excavation, back-filling, site preparation, and site work), foundation work or dewatering, hydro and vacuum excavation, or any work directly related to the aforementioned types of building construction including railroad spurs other than the main railroad right of way, assembly and disassembly of all equipment on the job site coming under the jurisdiction of the Operating Engineers. When additional employees are needed to maintain or assist in the operation assembly, disassembly or maintenance of any type it shall be a member of the Bargaining Unit unless explicitly required by this agreement.

When a member of the bargaining unit is working within the scope of this Agreement and is required to work within the scope of another agreement for any amount of time in the same day, the conditions and wages in the contract most beneficial to the employee shall prevail.

SECTION 4A - UNION SHOP

All employees covered by this Agreement shall be obligated to become members of the Union after the seventh (7th), but not later than the tenth (10th) day of employment, the date of the execution of this Agreement or the effective date of this clause, whichever occurs later, as a condition of continued employment. All employees who are members of the Union shall maintain their membership in the Union as a condition of continued employment. Any employee who fails to become a member of the Union, or fails to maintain his membership, or non-member who fails to pay required permit fees therein in accordance with the foregoing shall forfeit his right of employment, and the Employer shall immediately discharge such employee upon receipt of written notice from the Union served electronically or by certified mail provided, however, that the foregoing shall be strictly interpreted, construed and applied in accordance with the applicable provision or provisions of the National Labor Relations Act, as amended.

SECTION 4B - MANAGEMENT RIGHTS

The right to manage and conduct the business, including the right to determine what operations are to be conducted, the methods and means of all operations, to introduce new, improved or changed methods, equipment or facilities, to determine the machinery and equipment to be utilized, the right to hire, promote, manage and direct the work force, to schedule the days, hours and shifts of operation, to determine when overtime shall be worked, to layoff and recall employees, to curtail or close down any operation, to sell and dispose of all or any part of the Employer's assets, and to contract or subcontract work, except as specifically limited by this Agreement, are reserved solely to the Employer. The Employer shall not be permitted to alter, modify, derate, override, bypass, or manipulate any equipment to avoid the requirements contained in this Agreement.

SECTION 5 - PRE-JOB / JOB CONFERENCE

Either party may before or after a job is in progress, if it deems necessary, request a job conference. The job conference must be held within five (5) days from date of request. The parties shall reduce the Employer's pre-job requirements, assignments of work, and agreements to writing, to be signed by the Employer and Union representative.

The Union has the option to strike if an Employer refuses a written request to attend a pre-job/job conference provided that at least forty-eight (48) hours advance written notice of the Union's intent to strike is given to the Employer.

SECTION 6 - BRANCHES OF WORK

Except as hereinafter provided, the operation of all Engines and Boilers on Building and Construction work operated by Steam, Hydraulic, Electrical, Compressed Air, Gas or Gasoline, or any other motive power, including but not limited to Pumps, Pump Cretes, Stone Crushers, Air Compressors, Welding Machines, Conveyors, Cable Ways, Clamshells, Derrick Cars, Generators and Motors, Overhead Cranes, Orange Peel Buckets, Pile Drivers, Floating Derricks, Locomotives, Locomotive Cranes, all Earth-Moving Concrete and Blacktop Equipment, and all Elevators used on Building Construction or for alteration work, shall be the work of the Operating Engineers.

SECTION 7 - SUCCESSOR / EMPLOYERS

A. SUCCESSOR / EMPLOYERS: This Agreement, when executed by the parties herein, shall be binding upon the Union and Employer, their successor, heirs, executors, administrators, receivers in bankruptcy, receivers in equity, trustees or any such other equivalent designee.

B. NOTICE TO THE UNION: Employer shall give notice to the Union and the appropriate Fund Office in writing immediately after the occurrence of any of the events relating to the Employer, occurring after the date hereof:

1. Sale, assignment, transfer, or other change in name or ownership;
2. Formation of partnerships;
3. Termination of business;
4. Changes of name commonly used in business operation;
5. Change in form of business organization;
6. Incorporation of business;
7. Dissolution of corporation;
8. Name of business organization or successor;
9. Admission to or withdraw from any association operating as a multi-employer bargaining agent.

C. NO DOUBLE BREASTING

In order to protect and preserve work for the employees covered by this Agreement, it is agreed the terms of this Agreement shall apply to any joint venture or separate construction business entity primarily engaged in the construction industry and owned or controlled by the Employer, which performs construction work of the type covered by this Agreement within the geographic jurisdiction of this Agreement.

ASSIGNMENT OF WORK

The Employer hereby agrees to assign ALL work that is to be performed in the categories described in Article I Section 3, Article VI and/or Article VIII to employees in the bargaining unit covered by this Agreement.

The Employer, by entering into this Agreement hereby states and affirms that it is the

Employer's preference to have ALL work identified or described in Article I Section 3, Article VI and/or Article VIII be performed by employees in the bargaining unit represented by the Union covered by this Agreement.

Grievances alleging a violation of this Section, based upon assignment of work to employees and or labor organizations not affiliated with the Building and Construction Trades Department AFL-CIO, and the Joint Conference Board of the Construction Employers' Association shall be processed through the Grievance Procedure in Article II of this agreement and shall not be considered to be a jurisdictional dispute and thereby excluded from the Grievance Procedure. The Employer agrees to compensate the bargaining unit member who would have worked but for the Employer's violation of this Section at the double time (2x) rate for all hours the bargaining unit member would have worked but for the Employer's violation.

ARTICLE II

A. SECTION 1 – GRIEVANCE AND ARBITRATION

For the purpose of this Agreement, the term "grievance" is any claim or dispute involving an interpretation or application of the Agreement by an employee, or an Employer, or the Union, or the Association that one or the other of the aforesaid persons or organization is violating or has violated this Agreement.

STEP 1. A grievance shall first be taken up between the Union's Business Representative assigned to the job and a designated representative of the Employer. The Union must file the grievance within forty-five (45) days of the date of occurrence giving rise to the grievance or when the affected employee knew or reasonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure.

The liability shall be for one (1) year of the violation, verified by audit. Audit fees shall be paid for by the Company, along with a ten percent (10%) penalty payable to the Union. This one (1) year limitation on liability shall not apply to grievances for unpaid fringe benefits.

STEP 2. In the event the grievance cannot be resolved within seven (7) working days of the STEP ONE conference, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Contractor at a pre-grievance hearing to be held at the

office of Local 150, 6200 Joliet Road, Countryside, Illinois, 60525 unless another location or teleconference is mutually agreed to.

STEP 3. In the event the grievance cannot be resolved by STEP TWO, the written grievance shall be submitted within fifteen (15) days to the Joint Grievance Committee created in this Article.

The Union and Association have together created a Joint Grievance Committee to resolve grievances arising under this Agreement. This Committee shall consist of an equal number of members representing Employers and the Union. The Union or Association may appoint alternate members. The Joint Grievance Committee may adopt procedural rules which shall be binding upon all parties to the Joint Grievance Committee proceedings.

The Joint Grievance Committee shall have the power to resolve all grievances before it and shall have the right to examine all records of the Employers and employees as is reasonably necessary to resolve the grievance. The Joint Grievance Committee shall have the authority to determine and assess remedies for violations of this Agreement, including, but not limited to an award of back pay and equivalent benefits to a fund designated by Local 150. The Joint Grievance Committee or the Arbitrator may decide questions of both procedural and substantive arbitrability.

There will be a "cap" of FIFTY THOUSAND DOLLARS (\$50,000.00) placed on the monetary relief or remedy that can be awarded by the JGC for any grievance. Any grievance seeking more than FIFTY THOUSAND DOLLARS (\$50,000.00) that is not resolved at Steps 1 or 2 of the grievance procedure may be submitted by the grieving party directly to Step 4 (neutral arbitration) after Step 2 within 30 days after the Step 2 meeting.

If a grievance is submitted to be heard by the JGC at Step 3, a "cap" of FIFTY THOUSAND DOLLARS (\$50,000.00) shall be the maximum monetary relief that can be granted *in toto* by the JGC without regard to whether the grievance involves claims on behalf of multiple grievants, or seeks relief measured by back pay and benefits due multiple Union members, or presents continuing violation claims.

Grievances processed directly to Step 4 from Step 2 shall not be affected by or limited to the "cap" amount as potential monetary relief at arbitration.

Where the Joint Grievance Committee, by majority vote, 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.

STEP 4. If the Joint Grievance Committee is unable to resolve a grievance by majority vote, the grievance may be submitted within thirty (30) days to a neutral arbitrator. If the Joint Grievance Committee is unable to resolve the grievance, the Employer shall be required to either post a bond or deposit into an escrow account designated by the Union \$25,000.00 (representing a potential award of attorney fees and costs) plus the amount claimed in the grievance within fourteen days (14) of the date of the Joint Grievance Committee hearing. If the Employer fails to either post a bond or deposit the required amount into the escrow account within fourteen (14) days the Union shall have the right to resort to all legal and economic remedies, including the right to strike and picket until grievance has been resolved by arbitrator or fully remedied through a signed settlement agreement between the parties. If there are multiple grievances between the Union and a single Employer which relate to the same provision of the Agreement, the maximum aggregate amount that Employer shall be required to post a bond for or deposit into an escrow account shall be \$250,000.00 for the grievances related to that provision of the Agreement.

If the Union and the Association or the Employer, as the case may be, cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The cost of such an arbitrator shall be borne by the losing party. In addition, the prevailing party (as defined below) shall be awarded its reasonable attorney's fees and costs not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

If a grievance proceeds directly to Step 4 from Step 2 under this letter, the losing party at arbitration shall pay the prevailing party's reasonable attorneys' fees and costs, not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) *in toto*. Documentation of such fee and cost expenditures must be provided upon request.

If a grievance proceeds directly to Step 4 from Step 2 under this letter, the losing party at arbitration shall also be responsible for payment of both its share and the prevailing party's share of the arbitrator's and court reporter's fees and expenses.

For purposes of this provision, the term "prevailing party" in a grievance claiming monetary relief exceeding FIFTY THOUSAND DOLLARS (\$50,000.00) shall mean a final award issued by an arbitrator sustaining the grievance in full and awarding at least seventy percent (70%) of the requested monetary relief.

If an award issues in favor of the grieving party on some but fewer than all of the claims presented to the arbitrator, there can be no shifting of fees or costs for that portion of the grievance which is denied by the arbitrator.

If the monetary relief awarded by the arbitrator to the grieving party is at less than the seventy percent (70%) threshold, the parties shall bear their own attorneys' fees and costs and split equally the arbitrator's and court reporter's fees and expenses.

If the grievance is denied in full by the arbitrator, the grieved party shall be the "prevailing party" and shall receive fees and costs per the provisions set forth above.

The time limits provided in this Section may be extended by mutual written consent of the Union and the Association and/or the Employer or at the discretion of the Joint Grievance Committee.

Neither the Joint Grievance Committee nor an arbitrator shall have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new Agreement.

Decisions of the Joint Grievance Committee and Arbitration Awards shall be complied with within seven (7) days of receipt of the decision by the losing party. A party which fails to comply with the seven (7) day period shall be required to pay an additional ten percent (10%) of the amounts as owed as liquidated damages for failure to comply with the decision or award. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees, from the losing party.

There shall be no lockout by an Employer during the term of this Agreement.

Except as provided above or in Article III of this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement.

SECTION 2 - BONDING OF EMPLOYER

The Union may at its discretion demand a payment bond of any Employer guaranteeing payment of all earnings and/or other Fringe Benefit payments as provided for in this Agreement.

SECTION 3 - PENALTY FOR FAILURE TO PAY WAGES 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.

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

If an employee is not paid on the regular assigned pay day, the Employer shall pay penalty of four (4) hours a day to such employee at the straight time rate of pay for each succeeding twenty-four (24) hours of delay. It is understood that said twenty-four (24) hour periods shall not include Sundays and holidays.

B. PENALTY FOR FAILURE TO PAY ALL FUND CONTRIBUTIONS AND/OR DUES CHECK OFF AND/OR JOINT GRIEVANCE COMMITTEE AND/OR ARBITRATION AWARD AND/OR ATTORNEY'S FEES/AND OR LIQUIDATED DAMAGES

If upon forty-eight (48) hours written notice the Employer fails to pay contributions to the Funds and/or dues check off contributions and/or liquidated damages, interest, or any other amounts owed to the Funds, and/or a signed grievance settlement, and/or an arbitration award, and/or attorney's fees (if after ninety (90) days of the entry of the Joint Grievance Committee or arbitration award, the award remains unpaid), 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.

In addition, the Funds or Union are entitled to present a demand to any party that owes money to the Employer, and said party is authorized to pay such monies (not to exceed the amount owed by the party to the Employer) to the Funds or Union. In the event that the Funds or Union exercise this option, the Employer releases that party from liability for an amount equivalent to the amounts paid directly to the Funds or Union.

As set forth in Article II, Section 1, Step 4 of this Agreement, if the Joint Grievance Committee is unable to resolve any grievance, and the Employer fails to post a bond or place into an escrow account designated by the Union in the required amount within fourteen (14) days of the date

of the Joint Grievance Committee hearing, the Union shall have the right to resort to all legal and economic remedies, including the right to strike and picket until grievance has been resolved by arbitrator or fully remedied through a signed settlement agreement between the parties. This provision shall not apply on a repeated violation of the same provision of the Agreement if the Employer has already timely posted a bond or deposited into an escrow account the aggregate amount of \$250,000.00 for provisions violations of that the same provision of the Agreement.

In the event the Union is entitled to recover its costs and attorney's fees under Article III of this Agreement, and these costs and attorney's fees are unpaid, 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.

Disputes as the effectiveness or validity of employee dues deduction authorizations shall not subject a contractor to any right to strike provided for in this Article. The Union must be advised specifically of any such dispute within forty-eight (48) hours of written notice.

SECTION 4 - PENALTY FOR FAILURE TO PAY 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 including penalties set out in Article III herein.

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

SECTION 5 - BONDING OF EMPLOYER

The Union, may at its discretion, demand a payment bond of any Employer guaranteeing payment of all earnings, vacation savings, welfare and pension benefit contributions which may become due.

SECTION 6 – LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement and including picket lines at the Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears the bodily harm may be done to him.

SECTION 7 - ACCESS TO PREMISES

The duly authorized representative of the Union shall be allowed access to any job site or premises. If access is denied, the Union shall request an expedited grievance procedure before the Joint Grievance Committee by fax, electronic or other written communication within forty-eight (48) hours with a fine of TEN THOUSAND DOLLARS (\$10,000.00) per week until access is granted with notification to the Association. For this purpose, it shall be the duty of the Employer to provide adequate passes, as requested by the Union.

SECTION 8

A. NO DISCRIMINATION - It is understood and agreed that the Employer shall not discriminate against any member of the Union, any of its officers, its stewards, or any member serving as a member of a committee authorized by the Union based upon their Union activity. In the application of provisions of this Agreement, there shall be no discrimination by the Employer or the Union against any individual because of such individual's age, race, color, religion, gender, sexual orientation, disability, or national origin, and when the words in the masculine are used herein, it shall include the feminine.

B. INSURANCE COVERAGE - For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business under the applicable laws and regulations and shall in addition pay the tax necessary to secure for all such employees the benefits of the Illinois Unemployment Compensation Insurance Act, irrespective of the number of employees employed.

Upon forty-eight (48) hours written notice, the Union shall have the option to strike any Employer who does not comply with the above.

C. INSURANCE, SANITATION - The Employer must make adequate provision to comply with all the rules and laws pertaining to Insurance and Sanitation as are established by the statutes of the Federal, State, and Municipal Governments where the work is in progress.

D. SUBCONTRACTOR - The Employer agrees that he will not contract or sub-contract any work covered by the Scope of Work of this Agreement and/or work coming under the occupational jurisdiction of the Union (including but not limited to assembly, disassembly and dismantling of equipment, construction materials testing, landscaping, welding on tooling and equipment, transportation, and surveying) to be done at this site of construction, alteration, painting, or repair of a building, structure, or other work, except to a person, firm or corporation, party to the applicable current labor agreement with the Union.

SECTION 9 - HIRING

When an Employer performs work covered by this Agreement, 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 non-discrimination provisions governing the operation of the Local Union's Referral Offices set out in the current effective Addendum No. 1 of this Agreement, as if set forth in full herein.

Furthermore, subsequent to referral and hire, the Employer shall make and maintain all work assignments of preferred employees in full compliance with the provisions of said Addendum No. 1. Employer maintains the right to assignment of preferred employees to other assignments.

ARTICLE III

SECTION 1 - JOB STEWARD

The job steward shall be selected by the Union from among the members of the Bargaining Unit employed at the job site at the time of selection. The job steward shall be a working employee. The Union shall have the right to designate which employee shall be the steward or acting steward. The job steward shall have no special employment priority or security. In case of any minor

difficulty, the steward shall be permitted reasonable time to adjust same without pay deduction.

SECTION 2 - REGULAR ASSIGNED ENGINEERS

The Engineers or crew regularly assigned to a piece of equipment shall be given preference when this piece of equipment is required to work, be repaired or moved (in accordance with Article V, Section 9 "Idle Time") on a regular work day, Saturdays, Sundays, and holidays, or other overtime.

SECTION 3 - SHELTER AND SAFETY

The Employer agrees that reasonable protection and heat shall be provided for the Engineer and the machinery he operates. The Employer must make adequate provision to comply with all rules and laws as are established by the statutes of the Federal, State, Municipal Governments and American National Standard Institute, Inc., where the work is in progress. The Employer agrees to provide and maintain a safe and violence-free work environment for all employees.

SECTION 4 - TRANSPORTATION

Whenever employees of the Bargaining Unit are employed in a mill, plant, refinery, terminal, or other job site where they cannot supply their own transportation to the work area to which they are assigned, the Employer shall furnish transportation from the gate or entrance to their place of employment. All shifts shall start and end at a specified gate or entrance for all employees for whom such transportation is furnished. The Employer shall provide adequate secure parking within a reasonable distance of the jobsite.

SECTION 5 - NOTICE ON LEAVING JOB

No employee shall leave his job without giving due notice to his Employer and the Union.

SECTION 6 - DISCHARGE

The Employer shall have the right to discharge any employee for just cause. The Employer shall notify the Union within twenty-four (24) hours of the discharge of such employee. A written and electronic notification to the Union's dispatch office in the applicable District is required in those instances where an Employer does not want a member to be re-dispatched to their company in

the future. The member will be unavailable for dispatch to that Employer for a period of two (2) years or sooner at the discretion of the Employer.

SECTION 7 - CELL PHONE PROHIBITION

The use of cell phones by Employees while operating equipment during work hours is prohibited.

ARTICLE IV

CRAFT FOREMAN

A. ASSIGNMENT OF CRAFT FOREMAN

A Craft Foreman will be employed by the Employer where eight (8) or more employees in the Bargaining Unit are employed on any one shift at any one project.

When the Employer is primarily engaged in the crane rental or equipment rental business. A Craft Foreman shall be employed at each yard or shop where eight (8) or more members of the Bargaining Unit work out of or receive their work assignments from. Crane rental or equipment rental Craft Foreman may be assigned maintenance work when such assignment does not interfere with other duties of the Craft Foreman.

B. ASSIGNMENT OF ASSISTANT CRAFT FOREMAN

An Assistant Craft Foreman shall be employed on any shift where there are thirty (30) through fifty (50) employees in the bargaining unit employed on any one project and for each additional thirty (30) employees or part thereof.

C. DUTIES OF CRAFT FOREMAN

The Craft Foreman and Assistant Craft Foreman shall not operate equipment or do any repair work except as set forth in this Section. The Craft Foreman and Assistant Craft Foreman will be designated by mutual agreement between the Union and the Employer.

The Craft Foreman will be the lead man of the employees in the Bargaining Unit. 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 Craft Foreman shall be responsible for the general supervision of all Operating Engineers, Apprentices, and Oilers employed on the project. He shall regularly supervise the maintenance performed on all equipment to ensure that proper servicing is accomplished daily. He shall maintain records (supplied by the Employer) indicating that regular preventative maintenance has been accomplished. The Employer shall provide the Craft Foreman a list of all employees, job locations, and employee job assignments at the beginning of each shift each day.

The Craft Foreman 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.

The Craft Foreman may operate or repair equipment on an emergency basis in the event of illness, injury, or unexpected absence of the regularly assigned engineers or mechanic for one shift only. He shall, in addition, supervise the on-the-job training of Apprentices by Journeymen.

An Operating Engineer servicing and maintaining the following listed Class III machines: Small Air Compressor 170 and under, Small Generator 50 kw and under, Mechanical Heaters, 4 Small Electric Winches, Air Cooled Welding Machines, Pumps 3 Inch and under and Portable Conveyors, shall not be counted as employees in the Bargaining Unit in determining the number of men in the bargaining unit requiring a Craft Foreman.

D. HOURS OF WORK, OVERTIME, RATE OF PAY FOR CRAFT FOREMAN

Craft Foreman shall remain on the project during the regular straight time hours if any members of the bargaining unit are working. Crane rental and equipment rental Craft Foreman shall remain working during regular straight time hours if any members of the Bargaining Unit are working and do not necessarily have to remain on the project.

All Craft Foreman shall be assigned to work if four (4) or more employees in the bargaining unit are working overtime (including hours outside of normal working hours, Saturdays, Sundays, and Holidays), except for the Class III machines listed in the previous paragraph.

This Article IV shall apply to all shift work done pursuant to the terms of this Agreement.

ARTICLE V

SECTION 1 - WORK DAY - LUNCH PERIOD

A. A regular starting time for a single shift operation, Sunday through Saturday, inclusive, shall be scheduled at one (1) of the following hours: 7:00 a.m., 7:30 a.m., or 8:00 a.m. The Employer must establish a regular starting time at either 7:00 a.m., 7:30 a.m., or 8:00 a.m. If the Employer desires to change the established starting time, it shall be for a minimum of one (1) week's duration beginning on Monday morning and the employees must be notified before the quitting time of the employee's last day of work prior to Monday of the change in the established starting time for the following Monday.

B. Eight (8) hours shall constitute a normal day's work between the hours of 7:00 a.m. and 3:30 p.m., 7:30 a.m. and 4:00 p.m., or 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 1-A of this Article.

Whenever any prevailing wage laws requiring payment of overtime after eight (8) hours work per day do not prevail, a four (4) ten (10) hour work week, with a make-up day on Friday, may be worked with Brick Fork Truck Operators working with Masons.

C. **LUNCH PERIOD** - There shall be a regularly scheduled lunch period for all one (1), two (2), and three (3) shift operations. The lunch period shall be one-half ($\frac{1}{2}$) hour between the hours of 12:00 p.m. and 12:30 p.m. for the day shift; 8:00 p.m. and 8:30 p.m. for the afternoon shift, 4:00 a.m. and 4:30 a.m. for the night shift. On a three (3) shift operation, the employees on all three (3) shifts will work seven and one-half ($7\frac{1}{2}$) hours and be paid for eight (8) hours with a half hour ($\frac{1}{2}$) lunch period at the time specified above. On a two (2) shift operation, the employees on both shifts will work seven and one-half ($7\frac{1}{2}$) hours and be paid for eight (8) hours with a half-hour ($\frac{1}{2}$) lunch and it shall be taken at the midpoint of the shift, for which the employee shall be paid.

If the Employer requires an employee to work during his scheduled lunch period on a multiple shift operation, the employee shall be paid double (2x) time for the lunch period in addition to his normal day's pay.

On a single shift operation if the Employer requires the employee to work during his scheduled lunch period, he shall be paid double (2x) time for the lunch period in addition to his

normal day's pay.

SECTION 2 - 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 of 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) hours pay and shall be paid pursuant to the following for all shifts Sunday through Saturday.

A. An employee who reports for work and is informed prior to 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m., or 12:00 midnight, respectively, that he will not work that day shall receive two (2) hours pay.

B. An employee who reports for work and is informed prior to preparation time 6:30 a.m., 7:00 a.m., 7:30 a.m., 3:30 p.m., and 11:30 p.m. that he may not work that day and is released prior to 8:30 a.m., 9:00 a.m., 9:30 a.m., 5:30 a.m., 5:30 p.m., and 1:30 a.m. and is not started to work shall receive two (2) hours pay.

C. An employee who reports for work and commences preparing his machine and is informed prior to 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m. and 12:00 midnight, that he may not work that day and is released prior to 9:00 a.m., 9:30 a.m., 10:00 a.m., 6:00 p.m. and 2:00 a.m., and is not started to work, shall receive one-half ($\frac{1}{2}$) hour at the overtime rate for preparation time and two (2) hours pay for show-time.

D. An employee who is requested to report for work prior to the regular starting time (7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m., and 12:00 midnight) 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 regular starting time and two (2) hours pay for show-up time.

E. An employee who is requested to report for work prior to the regular starting time (7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m., and 12:00 midnight) and held on the job more than two (2) hours after the regular starting time or is started to work at any time after the requested starting time shall receive pay at the overtime rate for the hours prior to the regular stating time and eight (8) hours' pay for the normal workday.

F. An employee held on the job more than two (2) hours or is started to work at any time after the regular starting time (7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m., and 12:00 midnight, respectively) shall receive a minimum of eight (8) hours' pay plus the half-hour (½) preparation time, when applicable. An employee who is requested to report or is called out after 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m., and 12:00 midnight, respectively, plus the half-hour (½) preparation time, when applicable, and such hours shall be counted as hours worked in computing overtime.

The above provisions shall be applicable to all shifts working under the terms of this Agreement, except the 7:00 a.m. and 7:30 a.m. starting time which shall apply to a single shift operation only. 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 at the double (2x) time rate of pay.

SECTION 3 - SHIFT WORK

A. When shift work is established, it must be predetermined as to what machines will be used on the shift work operation and may not be rescheduled on a day-to-day basis unless by mutual agreement between the Union and the Employer. There will be no changing from one machine to another as provided in Article V, Section 8 of this Agreement on a shift work operation.

In the event of a breakdown of a machine or an emergency involving the preservation of life or property, the Employer may change the employee(s) from one machine to another provided the Employer compensates the regularly assigned employee(s) at the overtime rate of pay for the remainder of such shift that the machine is being used.

An employee who has started to work and goes into overtime or works into another shift shall receive overtime until such individual has been released from work.

B. No shift work shall be established unless it is of three (3) days or more duration, except, Class III equipment, otherwise, overtime shall prevail from 4:00 p.m. to 8:00 a.m. When shift work is established for a two (2) shift operation of employees working eight (8) hours each, the starting time for the shift shall be 8:00 a.m. for the day shift and 4:00 p.m. for the afternoon shift.

When shift work is established for a three (3) shift operation, 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 for shift work during weekdays. Where work is performed from 12:01

a.m. Saturday to 12:00 midnight Sunday, each shift shall be paid at the double (2x) time rate of pay.

C. If shift work is on pumps or heaters and seven (7) day pumping or heating is necessary on the job, then each shift shall be entitled to time and one-half (1 ½) and double (2x) time for Sunday.

D. When pumping is required on a six (6) day basis from Monday through Saturday, inclusive, double (2x) time shall be paid for Saturdays, this shall also apply to any heating done with mechanical heaters.

E. Where only two (2) shifts are required, and the Employer wishes the starting time advanced, a representative of the Union and representative of the Employer shall meet and agree to the starting time for both shifts.

F. **SHIFT DIFFERENTIAL** - Employees working on the afternoon shift shall receive an additional THREE PERCENT (3%) of HHU Class One wages per hour over the regular rate of pay. Employees working on the night shift shall receive an additional FOUR PERCENT (4%) of HHU Class One wages per hour over the regular rate of pay.

SECTION 4 - NUMBER OF MEN - CONTINUOUS THREE (3) SHIFT OPERATION

It may be mutually agreed upon between the representative of the Employer and a representative of the Union that a rotating shift of four (4) men instead of three (3) men can be used when operating on a seven (7) day per week continuous three (3) shift basis.

SECTION 5 - OVERTIME - HOLIDAYS

A. All time in excess of eight (8) hours per day and/or forty (40) hours per week, before or after the normal workday, Saturdays, Sundays, and designated holidays shall be paid at the double-time (2X) rate of pay, except as provided in Article VI, Section 3, Subsection C. All overtime shall be paid to the next half (1/2) hour. All hours for which the employee receives wages shall be counted as hours worked in computing overtime.

B. **HOLIDAYS** - The following holidays are designated as those for which double time (2x) shall be paid: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY. A holiday

falling on Saturday shall be celebrated on Friday. A holiday falling on Sunday shall be celebrated on Monday. If a holiday falls on a day other than a Saturday or Sunday, it shall be celebrated on that date. Double (2x) time is paid for work on the day on which the holiday is celebrated. No work shall be done on Labor Day, except to save life or property.

C. Brick fork operators servicing Brick Masons and operators on skidsteer loaders shall receive time and one-half (1 ½) the hourly rate for overtime. Brick fork operators servicing Brick Masons and operators on skidsteer loaders shall be paid the double (2x) time rate for overtime when the craft being serviced is receiving double (2x) time.

Employees assigned to brick fork servicing Brick Masons and employees assigned to skidsteer loaders will be paid straight time for Saturdays during a week when they have not worked or received wages for forty (40) straight time hours Monday through Friday. Brick fork operators servicing Brick Masons and skidsteer loader operators shall be paid time and one-half (1 ½) on Saturdays when the craft they are servicing is receiving time and one-half (1 ½).

SECTION 6 - SEVERANCE PAY - PAYDAY

When the services of an employee are no longer required, he shall receive a full day's pay for the day he is terminated and receive all of his wages before his quitting time, or within twenty-four (24) hours after his quitting time by direct deposit to a previously agreed upon checking or savings account or by certified mail postmarked within twenty-four (24) hours after his quitting time. If the employee is not paid before his quitting time, the Employer shall pay a penalty of four (4) hours of pay to each employee at the straight time rate of pay for each succeeding twenty-four (24) hours of delay. It is understood that the initial twenty-four (24) hour period after notice of termination shall not include Saturdays, Sundays and holidays. Employees shall not be called at home and terminated.

SECTION 7 - WAGE PAYMENT

Wages shall be payable in United States currency or checks at the option of the Employer, or by direct deposit to a previously agreed upon checking or savings account by the employee's consent and in no event shall the Employer withhold for more than five (5) days' wages accruing prior to the payday. At the time of payment of wages, the Employer shall furnish the following information on

the check stub or accompanying slip to each employee: regular hours worked, and overtime hours worked and all deductions including contributions to the Vacation Fund shall be listed separately.

Payday shall be once each week on a specified day during work hours.

If a payroll check is returned to the employee for insufficient funds or an employee is not paid on the regular assigned payday, the Employer shall pay a penalty of eight (8) hours at the straight time rate of pay for the first day of the violation and four (4) hours a day thereafter until a valid payroll check is received by the employee.

SECTION 8 - CHANGING FROM ONE MACHINE TO ANOTHER

A. Employees covered by this Agreement shall not be required to make more than one complete change on a single day shift operation from one machine to another and back to the original machine. If, in so doing, the rate applicable to one machine is higher than that of another, the higher rate shall apply to and be paid for the full shift. All employees working on a multiple shift shall not be required to make a machine change, except as provided in Article V, Section 3, Subsection A.

B. In interpreting and applying this Article, it is understood and agreed that the language therein is not in any way to be interpreted as a limitation on the amount of work any employee is required to do, but only as a limitation on the number of machines such employee can be required to operate or service.

C. Any employee covered by this Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge. However, if through no act or fault of the Employer, the regular assigned employee is not available for work, this clause shall not be operative.

SECTION 9 - IDLE TIME

CLASS I AND CLASS II EQUIPMENT - In case of a layoff, a machine must be left idle five (5) work days before another employee can be assigned to such machine. If such machine is reactivated before the five (5) day period, the original employee shall be given first opportunity of employment on said machine. However, if such employee is not available, this paragraph shall be

inoperative.

CLASS III EQUIPMENT AND CLASS IV OILERS -In case of a layoff, a machine must be left idle two (2) workdays before another employee can be assigned to such machine. If such machine is reactivated before the two (2) day period, the original employee shall be given opportunity of employment on said machine. However, if such employee is not available, this paragraph shall be inoperative.

SECTION 10 - REPAIR WORK, LOADING AND MOVING

A. REPAIR - Employees shall keep their equipment in good repair and good order at all times to such extent as lies in their power to do so and shall assist in field repairs or modifications of the equipment.

It is understood and agreed that all repair work which can be done shall be performed by the engineer and oiler assigned to such equipment unless the Employer sends such equipment to its regularly established shop or to a dealer's shop for repair. It is further agreed that during the interim time while this machine is being repaired at the aforementioned shops or a machine on the job site is waiting for replacement parts, the employee may be assigned to another machine provided, however, such assignment is not in violation of this Agreement.

When warranty work is performed on new equipment, the operator and/or oiler may be reassigned.

The length of time warranty work can be performed by factory service representatives shall be limited to the original factory warranty period.

B. LOADING - The loading and unloading of all power driven self-propelled equipment listed in the wage classifications of this Agreement when being moved by means of low-boy trailers, rail or water on the job site, from job site to job site, yard or shop to job site, etc., shall be deemed the work of the Operating Engineers and shall be covered by the terms of this Agreement. The Employer may at its discretion assign the employee(s) to act as an escort while such equipment is in transit.

C. MOVING/TRANSPORTATION - The moving and transportation of all power driven self-propelled equipment listed in the wage classifications of this Agreement when moved on the job

site, from job site to job site, from yard or shop to job site, etc., shall be deemed the work of the Operating Engineers and shall be covered by the terms of this Agreement.

D. MAINTENANCE AND HEAVY-DUTY REPAIR

All lubing or any other servicing of equipment in the field will only be performed by members of bargaining unit, including all grease trucks or other means of servicing equipment. When it has been traditionally and historically assigned by the Employer, lubing and any other servicing of equipment in the shop may be performed by a non-bargaining unit member.

SECTION 11 - MECHANIC

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"). If by mutual agreement, the mechanic is to use his personal pick-up or similar vehicle for the transporting of his tools, etc., on the job, or from job to job, he shall be compensated at not less than ONE THOUSAND DOLLARS (\$1,000.00) per month plus all fuels, oil, and any additional insurance rider for said vehicle. In no event shall the furnishing of said vehicle be deemed as a condition of employment. Payment for vehicle rental shall be once each week on payday, except in case of a layoff, it shall be as set forth in Article V, Section 1.

The Employer agrees to pay for or replace with equal quality any tools, (excluding hand tools guaranteed for life by the manufacturer), 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, or job site and while in the Company's utility truck, when due to the theft by break-in and entry, including fire and explosions or other circumstances that may happen on the Company premises, or job site, 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 an employee does not supply the Employer with an

inventory of tools, responsibility for replacement will not be that of the Employer. All replacement costs shall be paid within thirty (30) days of a reported loss. Employees must notify the Employer of a loss covered by this provision within three (3) days of knowledge of loss.

SECTION 12 - DUTIES OF THE OILER/HELPER

It shall be the duty of the Oiler to keep the machine to which he is assigned thoroughly lubricated and reasonably clean, as instructed by the Engineer and to maintain and assist in such work as directly affects the operation of the machine. The Oiler shall be under the technical direction of the Engineer, perform such duties as he prescribes and remain at all times in close proximity to the machine.

The same rules and regulations regarding overtime and working conditions which apply to Engineers shall also apply to Oilers.

In addition to the above, duties for an oiler/helper on Drill rigs include: aiding the operator during all phases of work, signaling, handling or connecting drilling tools, safety watch, and learning drill rig operations and maintenance. The Oiler/Helper will assist in loading and unloading equipment and supplies, keeping all equipment on jobsite clean, shoveling cuttings, handling hoses, welding on tooling and equipment, and using and maintaining small equipment and hand tools. The Oiler/Helper is responsible for assisting with drilling operations including, but not limited to, micropiling, ground improvement including stone columns, other deep foundation elements, and soil testing sampling. The Oiler/helper can operate a skid steer, telescopic forklift, or mini excavator intermittently (not to exceed three (3) hours in any day) during the course of his duties working directly with the drill rig and its Operator (but shall receive Class 1 pay when operating a mini excavator). It is understood that this shall not apply to caisson work.

SECTION 13 – PER DIEM

The Union will draft a rider for an individual Employer to sign when a member works outside of Local 150's geographic scope, which shall include per diem, lodging, transportation, and the wages and fringe benefits contained in this Agreement and must be signed by the Employer and the Union.

ARTICLE VI

SECTION 1

A. PREPARING EQUIPMENT

Engineers on all Cranes up to one (1) cubic yard capacity and engineers operating all Derricks and all Hoists¹ listed in Class I of Article VIII hereof, and engineers on Cranes of twenty (20) ton lifting capacity or under, shall start one-half ($\frac{1}{2}$) hour before the regular starting time including shift work to prepare the machine for its operation by oiling, greasing, maintaining and servicing the equipment and shall be paid for said one-half ($\frac{1}{2}$) hour at the overtime rate.

Combination Backhoe Front Endloader machine with Backhoe Bucket capacity of less than one (1) cubic yard shall not be subject to preparation time. Combination Backhoe Front Endloader machine with Backhoe Bucket capacity of one (1) cubic yard or more shall be subject to preparation time.

All Hydraulic Cherry Picker and Telescopic Crawler Crane type machines under twelve (12) ton lifting capacity shall not be subject to preparation time.

All Hydraulic Cherry Picker and Telescopic Crawler Crane type machines of twelve (12) ton lifting capacity to a gross vehicle weight up to one hundred ten thousand (110,000) pounds shall be subject to preparation time.

All Hydraulic Cherry Picker and Telescopic Crawler Crane type machines over one hundred ten thousand (110,000) pounds gross vehicle weight shall require an engineer and oiler and/or apprentice as the case may be.

All Lattice Boom Crawler Cranes regardless if mounted on Tires, Tracks, or Rail with a manufacture gross vehicle weight of over one hundred fifty thousand (155,000²) pounds shall require an Engineer and an Oiler or Apprentice.

¹ Single drum hoist of motive power of less than 6 horsepower will not require preparation time.

² All references to the 155,000 pound manufacture gross vehicle weight in this Section shall be based on the weight of the car body, house, tracks, counterweights, and boom butt section.

All Lattice Boom Crawler Cranes regardless if mounted on Tires, Tracks or Rail with a manufacturer gross vehicle weight of one hundred fifty thousand (155,000²) pounds and under, shall require an Engineer, but shall not require an Oiler or Apprentice, unless it has an attachment. All Cranes with attachments shall require an Oiler.

All Lattice Boom Crawler Cranes regardless if mounted on Tires, Tracks or Rail with a manufacturer gross vehicle weight of one hundred fifty thousand (155,000²) pounds and under, the Engineer shall receive one-half (½) hour preparation time, as set forth in Article VII, Section 1 - Preparing Equipment.

Self-Erecting Tower Cranes: The use of self-erecting, self-contained (excluding counter weight) cranes with a maximum lifting capacity under nine (9) tons shall not require an oiler, but the provisions of Article VI, Section 1, "PREPARING EQUIPMENT", will apply to the operation of such equipment. If additional employees are needed in the assembly/disassembly or operation of said equipment they shall be members of the bargaining unit.

In the event a dispute arises over the applicability of preparation time, or Oiler (Apprentice) requirements, due to the introduction of new models of machines, the Joint Grievance Committee shall meet to make an equitable decision of the machine in question. In the event a majority decision cannot be reached, the dispute shall be progressed to the Arbitration Article of this Agreement.

B. Engineers on conveyor systems will be present and assist when the conveyor system is being set up or dismantled, assembled, disassembled, operated or moved. The Engineer will also maintain the generator running the system. An additional Engineer shall be required for each additional generator used and also an additional Engineer shall be used if the conveyor system is set up in sections on different levels and is not one continuous set of conveyors.

SECTION 2 - MACHINERY OPERATION

All Power Shovels, Cable Backhoes, Cable Draglines, Cable Clamshells, and Cranes used in work covered by this Agreement where such machinery is rated by the manufacturer as having a

capacity of one (1) cubic yard or over, or over twenty (20) ton lifting capacity, Autograde,³Formless Curb and Gutter Machine thirty-six (36") inches in width and over, Roto Mill Grinder thirty-six (36") inches width and over, Slip-Form Paver, Concrete Paver 27E and over, Central Mix Plants, Asphalt Plants, Batch Plants, and Trenching Machine thirty (30") inches or over, shall require an Engineer and Oiler (Apprentice), regardless of motive power.

All Hydraulic Cherry Picker and Telescopic Crawler Crane type machines under twelve (12) ton lifting capacity shall not be subject to preparation time.

All Hydraulic Cherry Picker and Telescopic Crawler Crane type machines of twelve (12) ton lifting capacity to a gross vehicle weight up to one hundred ten thousand (110,000) pounds shall be subject to preparation time.

All Hydraulic Cherry Picker and Telescopic Crawler Crane type machines of over one hundred ten thousand (110,000) pounds gross vehicle weight shall require an engineer and oiler and/or apprentice as the case may be.

All Lattice Boom Crawler Cranes regardless if mounted on Tires, Tracks, or Rail with a manufacturer gross vehicle weight of over one hundred fifty five thousand (155,000⁴) pounds shall require an Engineer and an Oiler or Apprentice.

All Lattice Boom Crawler Cranes regardless if mounted on Tires, Tracks or Rail with a manufacturer gross vehicle weight of one hundred fifty five thousand (155,000⁴) pounds and under, shall require an Engineer, but shall not require an Oiler or Apprentice, unless it has an attachment. All Cranes with attachments shall require an Oiler.

All Lattice Boom Crawler Cranes regardless if mounted on Tires, Tracks or Rail with a manufacturer gross vehicle weight of one hundred fifty five thousand (155,000⁴) pounds and under, the Engineer shall receive one-half (½) hour preparation time, as set forth in Article VI, Section 1 – Preparing Equipment.

³ See letter of intent dated May 6, 1976.

⁴ All references to the 155,000 pound manufacture gross vehicle weight in this Section shall be based on the weight of the car body, house, tracks, counterweights, and boom butt section.

Self-Erecting Tower Cranes: The use of self-erecting, self-contained (excluding counter weight) cranes with a maximum lifting capacity under nine (9) tons shall not require an oiler, but the provisions of Article VI, Section 1, "PREPARING EQUIPMENT", will apply to the operation of such equipment. If additional employees are needed in the assembly/disassembly or operation of said equipment they shall be members of the bargaining unit.

If another person is required on any of the above cranes, it shall be a member of the bargaining unit.

The assembly and/or disassembly of all cranes shall require an Operator, Oiler, and Mechanic; however, an Employer may use two employees (an Operator and additional member of the bargaining unit) on the assembly and/or disassembly of a hydraulic crane where they have historically done so, but only when it can be done safely. The Oiler and additional bargaining unit members shall be paid at a minimum of Class 1 wages. One bargaining unit member assigned to the assembly and/or disassembly must be designated the A/D Director (as set forth in 29 CFR § 1926.1401-1406) and shall be responsible for directing the assembly and/or disassembly of the crane. If any other employees are needed or assigned to assist in the assembly and/or disassembly of all cranes they shall be a member of the Bargaining Unit.⁵

Non-employees⁶ shall not be permitted to perform or assist with the assembly or disassembly of any crane. In order to avoid worksite conflict and liability for the Employer, and to ensure the safety of the Bargaining Unit, if any non-employee attempts to perform or assist with the assembly or disassembly of any crane, the Employer shall instruct its employees to withdraw from the worksite, and employees shall have the right to withdraw from the worksite, until the authorities have removed the non-employees from the worksite. The only exceptions to the ability of non-employees to assist with the assembly or disassembly of any crane are as follows: 1) crane rental companies may rent cranes to

⁵ All terms contained in the Letter of Understanding dated June 14, 2018 are expressly terminated unless otherwise included in this Agreement.

⁶ Examples of non-employees include activist groups, employees of other employers, good Samaritans, other similarly situated individuals who, for example, by lack of training, lack of pre-hire drug testing by the Employer, or exclusion from the Illinois Workers' Compensation Act create a safety risk for the employees and liability for the Employer.

customers "bare,"⁷ and if that customer asks the renting company to provide a crane erection mechanic for assembly/disassembly of a bare rental, the renting company may provide a single mechanic to direct the customer on the assembly and/or disassembly; 2) non-crane rental companies that own a crane or rent it "bare," may allow Pile Drivers and/or Ironworkers who work directly for the same non-crane rental company as the members of the Bargaining Unit, to assist the members of the Bargaining Unit with the assembly or disassembly in situations where the labor organizations have agreed to the assistance; however, there must be at least an operator, oiler, and mechanic (with one member of the Bargaining Unit designated the A/D Director) assigned to each crane assembly or disassembly; if Pile Drivers and/or Ironworkers assist in accordance with this provision, the Employer shall assign an additional Bargaining Unit member for each Pile Driver and/or Ironworker assigned to the assembly or disassembly.

Hydraulic machines other than Front Endloaders that are designed to use Bucket attachments of various sizes and the manufacturer rates such machine capable of handling Buckets of two (2) cubic yards capacity or over, or if the machine working weight is in excess of one hundred seventy-five thousand (175,000) pounds, or the manufacturers rates lifting capacity at a distance of twenty (20') feet from the vertical axis of the machine at ground level exceeds eighteen thousand (18,000) pounds, such machine shall require an Oiler. Machines that do not require an Oiler pursuant to the above shall be subject to preparation time pursuant to Section 1 (A) of this Article, with the exception of Combination Backhoe Front Endloader machine.

Truck Cranes rated as having a lifting capacity of twenty (20) ton and under shall not require an Oiler. All Truck Cranes shall require an Engineer and Oiler except as heretofore limited.

On any machine not requiring an Oiler when a second (2nd) man is used, such man shall be an employee of the bargaining unit.

7 A "bare" rental is, as the name suggests, a crane that is rented without any employees from the crane rental company who would otherwise assist with the assembly, disassembly, or operation of the crane (with the exception of a single crane erection mechanic to be the non-working A/D Director to direct the customer on the assembly and/or disassembly).

Non-Lattice Boom Truck Cranes having three (3) axles or less shall not require an Oiler but shall be subject to preparation time. All Non-Lattice Boom Truck Cranes having four (4) axles or more, including dolly (dolly shall count as an axle) shall require an Engineer and Oiler, except as heretofore limited.

Notwithstanding the terms of Article VI, Section 8 "Truck Mounted Concrete Pumps and Converters" here in, when two (2) licensed Engineers or an Engineer and Oiler or Apprentice are concurrently assigned to operate a Tower Crane, (for the purpose of this section tower cranes shall include GCI, Luffers and Hammer Heads) The Engineer or Oiler or Apprentice not actively engaged in the operation of the crane will be considered a utility man, who may operate a skidsteer or forklift to service the job so long as the utility work does not exceed three (3) hours per work day. In the event of absence or tardiness, the utility man shall cover the operation of the Hoist, Elevators, or Rack and Pinion type machines for up to three (3) hours.

SECTION 3 - LONG BOOM PAY

All Engineers operating Cranes and Derricks of all types with booms of ninety (90') feet to one hundred fifty (150') feet, including jib in use or stowed on the machine, shall be compensated an additional SEVENTY FIVE CENTS (\$0.75) per hour over and above the regular wage scale for operating such crane. All Engineers operating Cranes and Derricks with booms of more than one hundred fifty (150') feet, including jib in use or stowed, shall be compensated the aforementioned SEVENTY FIVE CENTS (\$0.75) plus an additional TWENTY CENTS (\$0.20) per hour over and above the regular wage scale for operating such Crane for each additional ten (10') feet of boom or jib. Including when stowed on the machine. When a boom increment exceeds an even ten-foot (10') increment, the engineer will receive payment based on the next ten-foot (10') increment.

SECTION 4 - CAPACITY PAY

All Engineers operating Cranes and Derricks with a manufacturer's rated maximum capacity exceeding fifty (50) ton shall be compensated THREE CENTS (\$0.03) per hour for each ton of the rated capacity in excess of fifty (50) ton. Long Boom pay Section 3 and Capacity Pay Section 4 of this Article shall not be pyramided, but the highest shall prevail.

SECTION 5 - AUGERS, DRILL RIGS, LARGE DEEP FOUNDATION AND GROUND IMPROVEMENT RIGS

All engineers operating Crane Mounted Augers with kelly bars, Cranes with pneumatic, diesel, hydraulic, or electric driven pile hammers or drills, raised blind hole drills, and track or truck mounted drill rigs shall be compensated an additional ONE DOLLAR AND FIFTY CENTS (\$1.50) per hour over and above the regular wage scale for operating such equipment. This Section applies to the rig Operator and Oiler. If the crane requires an Oiler and the attachment requires an auxiliary power unit such as an air compressor, hydraulic power pack, or generator for Hydraulic or pneumatic pile attachment the Oiler will service that power unit and receive an additional DOLLAR AND FIFTY CENTS (\$1.50) per hour over and above the regular wage scale and any other additional compensated amounts. Power packs for vibrators or oscillators driving over two (2) foot diameter casing require an operator for the power pack, with no additional pay under this Section paid to the Oiler.

When a crane without an oiler has an attachment that requires an auxiliary power unit of any size or capacity, it shall require an operator oiler/helper to operate that auxiliary power unit.

SECTION 6 - CRETER CRANES

Concrete Conveyors mounted on Rough Terrain Cranes (Creter Cranes) eighteen (18) ton and over shall require an Engineer and Oiler, less than eighteen (18) ton the Engineer shall receive preparation time. When the Creter Crane is equipped with a Conveyor System capable of extending seventy (70') feet or more, then the Engineer shall receive an additional FIFTY CENTS (\$0.50) per hour wage increase over and above the regular rate of pay for operating the Creter Crane.

SECTION 7 - TRUCK MOUNTED CONCRETE PUMPS AND CONVEYORS

Truck Mounted Concrete Pump operations shall require an operator. When such machine is equipped with a boom, which is capable of extending ninety (90') feet or more, the Engineer shall receive an additional SEVENTY-FIVE CENTS (\$0.75) per hour wage increase over and above the regular rate of pay for operating the Concrete Pump or Conveyor.

SECTION 8 - HELICOPTERS

The use of helicopters (external loads) under the terms of this Agreement shall require a three (3) man crew, one (1) pilot and two (2) controllers. The pilot and controllers must have direct radio communications during the actual hosting operation. The crew shall receive the hourly wage rate set forth in this Agreement for Crane Operators, and in addition, the pilot shall receive long boom pay up to a maximum length of five hundred (500') feet.

SECTION 9 - BRICK FORKLIFTS

Employees operating Brick Forklifts shall receive either Class II or Class IV (see Article VIII – Wage Rates and Fringe Benefits) rate of pay.

SECTION 10 – SKIDSTEERS AND BRICK FORK LIFTS

Skidsteers and other machines of a like nature that are designed to use Bucket attachments of various sizes and the manufacturer rates such machine capable of handling buckets of three-fourth (3/4) cubic yard or under, such machine shall be in Class II wage category, except when used on housing and commercial work it shall be Class III wage category.

Skid Steer machines and other machines of a like nature that are designed to use bucket attachments of various sizes and the manufacturer rates such machine capable of handling buckets of over three-fourth (3/4) cubic yard, such machines shall be in Article VIII, Class IV wage category.

Brick Forklifts servicing six (6) or less brick masons shall be in Article VIII, Class IV category.

SECTION 11 - ELEVATORS

Double elevators of all types shall require an Engineer on each car in use.

Elevators of all types shall require an Engineer as set out below:

1. Outside type Rack and Pinion and similar machines, Article VIII, Class I.
2. When new construction becomes substantially complete, and an occupancy permit is issued by the governing agency, the inside elevator operator rate may be reduced by the Employer to Article VIII, Class III.
3. After a building has been completed and the initial construction contract is over,

new tenant construction build out work may be performed under Article VIII, Class IV.

4. An Operating Engineer shall be employed on automatic elevators on rehab and/or tenant build out work if such work exceeds thirty thousand (30,000) square feet. Such Operator shall receive a minimum of Class IV wage up to fifty thousand (50,000) square feet. In excess of fifty thousand (50,000) square feet, the operator shall receive Class III wages.

When an Operator is receiving Class III or Class IV wages, his overtime shall be at the rate of one and one-half (1-1/2) his regular rate of pay Monday through Saturday. Sunday and holidays shall be compensated at two (2) times the rate of pay.

This Section shall apply to elevators used to transport construction materials, supplies and equipment.

Nothing in this Section shall prevent craft employees carrying hand tools from using other available elevator service at the site or project.

SECTION 12 - SMALL EQUIPMENT

An Operating Engineer servicing, operating and maintaining the following listed Class III machinery; Small Air Compressors, Small Generators, Small Electric Winches, Welding Machines, and Sump Pumps four (4") inches or under, shall not be required to maintain more than a total of six (6) such machines of the same type. Small Electric Winches for which the total number maintained shall not be more than six (6). An employee shall not be required to service, operate and maintain more than a total of six (6) of the above listed machines in combination. When employees of the Bargaining Unit are employed to service operate and maintain mechanical heaters or ground heaters such employees shall be required to service operate and maintain no more than a total of six (6) such heaters. Where a member of the Bargaining Unit is required to service operate and maintain more than a total of six (6) heaters, such employee shall be compensated at the Class I rate of pay negotiated for Crane Operators in this Agreement. Assignment of such machines shall not exceed a total of nine (9). An Engineer shall not be required on one (1) small heater of less than 250,000 B.T.U.

SECTION 13 - SMALL CATEGORY EQUIPMENT ASSIGNMENT

- A. In the event that the Employer uses, not to exceed a total of four (4) of the following

listed small Article VIII, Class IV equipment in any combination on a job site where members of the Bargaining Unit are employed by the Employer, a member of the Bargaining Unit shall be assigned and compensated at the rate of ONE DOLLAR (\$1.00) per hour for the entire shift over and above the negotiated rate.

1. Small pumps four inches (4") or under doing intermittent pumping
2. One (1) welding machine
3. Single light plant (50kw and under)
4. Four (4) air cooled welding machines
5. One (1) similar piece of equipment

B. In the event an Employer uses any one of the following B (1), (2), or (3) on a job site where members of the Bargaining Unit are employed by the Employer, a member of the Bargaining Unit shall be assigned and compensated at the rate of ONE DOLLAR (\$1.00) per hour for the entire shift over and above the negotiated rate.

1. One (1) air compressor of 350 c.f.m. or under
2. One (1) to nine (9) electric submersible pumps not to exceed three (3") inches each
3. One (1) or two (2) – four (4") inches electric submersible pumps

C. In the event that there are no members of the Bargaining Unit employed by the Employer on the job site, the Employer shall have the right to operate equipment as listed in any one (only) of the above listed A (1), (2), (3), (4), (5), or B (1), (2), (3), until such time as members of the Bargaining Unit are employed by the Employer on the job site, but in no event is work coming within the jurisdiction of the Bargaining Unit to be permanently assigned to any other employee.

D. In the event an Employer uses a compressor (1) under 350 c.f.m. on a job site where member(s) of the Bargaining Unit are employed, a member of the Bargaining Unit shall be assigned and compensated at the rate of ONE DOLLAR (\$1.00) per hour for the entire shift over and above the members negotiated rate.

E. In the event an Employer uses a compressor (1) over 350 c.f.m. on a job site where there are no members of the Bargaining Unit employed sub-section (d) above shall become inoperative and the Employer shall employ a member of the Bargaining Unit at the Class IV

rate of pay listed in this Agreement.

SECTION 14 - ELECTRIC SUBMERSIBLE PUMPS - JOB SITES OR PROJECTS

A. On a job site where more than nine (9) three inch (3") in diameter or less Electric Submersible Pumps are being used, the Employer shall require a full time Pump Operator at the Pump wage rate, to provide for the operation and maintenance of said pumps, during the entire regular daytime shift, Monday through Friday, and such other days as the regular daytime crew are conducting full scale job operations. No other Operator shall receive this additional pay. In the event of a breakdown in any Pumps, the assigned Operator shall be subject to call at any time and any day to assist in the installation, servicing, or removal and relocation of said Pumps. In such breakdown case, the Employer shall notify the Operator by telephone to report to the job site if available for said duty. An employee shall not be required to operate and maintain more than a total of seventy-five (75") inches discharge.

When a discharge exceeds seventy-five (75") inches or when the Combination of A & C does not apply, the Employer shall require a second (2nd) full-time Pump Operator, Monday through Friday, on the same basis as stated above. However, the Employer may assign the second (2nd) Pump Operator to the second (2nd) shift. It is further understood when the two (2) aforementioned Pump Operators are employed the total inches of discharge may be increased to one hundred seventy-five (175") inches.

When a discharge exceeds one hundred seventy-five (175") inches, the Employer shall require a third (3rd) full time Pump Operator, Monday through Friday, on the same basis as stated above. However, the Employer may assign the third Pump Operator to the third (3rd) shift.

The conditions set forth herein for the first Pump operator is also applied to the second (2nd) and third (3rd) Pump Operators respectively.

B. In the event that the Employer uses Electric Submersible Pumps three inches (3") in diameter or less, not to exceed a total of nine (9) such Pumps and a member of the Bargaining Unit is being utilized on the site, the member shall be assigned to the Pumps and shall be compensated at the rate of ONE DOLLAR (\$1.00) per hour for the entire shift over and above the members negotiated rate of pay. An employee shall not be required to operate or maintain more than a total of fifteen (15") inches discharge.

C. In the event the Employer uses one (1) or two (2) four (4") inches Electric Submersible Pumps and a member of the Bargaining Unit is being utilized on the site, the member shall be assigned to the Pumps and shall be compensated at the rate of ONE DOLLAR (\$1.00) per hour for the entire shift over and above the members negotiated rate of pay. An employee shall not be required to operate and maintain more than a total of eight (8") inches discharge.

D. In the event the Employer uses more than one (1) or two (2) four inch (4") Electric Submersible Pumps or any Electric Submersible Pump larger than four (4") inches in diameter a full time Pump operator shall be required Monday through Friday on each shift when Pumps are in operation and on such other days as the regular crew is conducting full scale operations to provide for operation and maintenance of such Pump or Pumps. An employee shall not be required to operate and maintain more than one hundred fifty (150") inches discharge.

COMBINATION A & C - An employee may be assigned to operate a combination of A & C Pumps above. Such employee shall be compensated at the rate of ONE DOLLAR (\$1.00) per hour for the entire shift over and above the negotiated Pump rate of pay.

COMBINATION D & B - An employee may be assigned to operate and maintain a combination of D & B Pumps above. Such employee shall be compensated at the rate of ONE DOLLAR (\$1.00) per hour for the entire shift over and above the negotiated Pump rate of pay.

SECTION 15 - ELECTRIC SUBMERSIBLE PUMPS - TUNNELS, ETC.

The Employer shall require a full time Pump Operator when B or C of Section 14 of this Article above is exceeded and the job or project is minus one hundred feet (100') in depth as per the specifications, bench mark, etc., to operate and maintain Electric Submersible Pumps used on tunnels, shafts, and other underground enclosed work, during the entire daytime shift, Monday through Friday, and on such other days as the regular daytime crew and conducting full scale job operations. No other Operator shall receive this additional pay or be required on the other two (2) shifts in the twenty-four (24) hour day, except when the total Pump discharge on the project exceeds thirty (30") inches. In this case, a second Pump man shall be assigned to the second (2nd) shift, Monday through Friday, and on such other days as the regular second shift crew are conducting full scale job operations.

In the event the total Pump discharge on the project exceeds sixty (60") inches a third (3rd)

Pump man shall be assigned to the third (3rd) shift, Monday through Friday, and on such other days as the regular third shift crew are conducting full scale job operations.

When Pumps require IN LINE service and maintenance, such work will be performed by the normal shift Pump Operator. When Pumps require repair or rebuilding, beyond normal warranty work, such work shall be the work of the Mechanics⁸.

ARTICLE VII

SECTION 1 - BOILER PLANTS

All Boiler Plants used for power by the Employer for building construction work shall be in charge of a Hoisting Engineer, except when steam or power is furnished from an existing plant. None of the foregoing shall apply to steam for temporary heating purposes, except as provided by the Board of Jurisdictional Awards.

SECTION 2 - WASHING BOILERS

Engineers shall wash out Boilers when necessary in the opinion of the Employer and shall receive the regular scale of wages. Firemen shall be placed on Boilers coming within the jurisdiction of the Bargaining Unit, and such Firemen shall take orders from and be responsible to the Engineers in charge of the plant.

The same rules and regulations regarding overtime and working conditions which apply to Engineers shall also apply to Firemen.

SECTION 3 - CONCRETE MIXER

The Employer shall not operate more than one (1) Concrete Mixer of one (1) bag capacity with side loader on the same job unless the same is operated by an employee in the Bargaining Unit, or any Concrete Mixer with skip hoist or side loader attached, regardless of horsepower with the exception of the 7-S size and under, unless the same is operated by an employee in the Bargaining Unit and all equipment so operated shall be covered by such employee.

⁸ See illustration and definition attached to the back of the Contract.

SECTION 4 - HOISTS

Except small Electric Drill Winches, regardless of the horsepower used for hoisting materials, shall be operated by employees in the Bargaining Unit. Where four (4) or more of the Electric Winches are used on one (1) job, an Engineer shall be employed to cover them and an additional Engineer for each four (4) thereafter.

It is understood that one (1) Automatic Reciprocating Hoist used on building not over fifty (50') feet in height above the grade line, said fifty (50') feet to be exclusive of penthouse, parapet wall, or chimney above the roof, shall not require an Engineer.

If more than (1) Automatic Hoist is used on the same building or a group of buildings, then one (1) Engineer shall be employed for the first two (2), three (3), four (4), or five (5) Hoists, as the case may be, and thereafter an Engineer shall be employed for each five (5) additional Hoists, or portion thereof.

On all Automatic Hoists over fifty (50') feet in height, as described, an Engineer must be utilized.

ARTICLE VIII

SECTION 1 - WAGE RATES AND FRINGE BENEFITS

The wage rates and fringe benefits for the respective classifications set forth below shall be effective on the dates indicated:

FRINGE BENEFITS

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
HEALTH AND WELFARE	\$16.75	\$17.25	\$17.80
RETIREE MEDICAL SAVINGS PLAN	\$4.65	\$4.90	\$5.15
PENSION	\$15.05	\$15.50	\$16.00
RETIREMENT ENHANCEMENT FUND	\$3.55	\$3.80	\$4.05

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
VACATION	\$2.00	\$2.00	\$2.00
APPRENTICESHIP	\$2.40	\$2.55	\$2.70
INDUSTRY ADVANCEMENT FUND, LABOR MANAGEMENT FUND, AND CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$1.56	\$1.69	\$1.79

WAGES

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
CRAFT FOREMAN	\$55.80	\$57.30	\$58.80
ASSISTANT CRAFT FOREMAN	\$53.80	\$55.30	\$56.80
A/D Director	\$55.80	\$57.30	\$58.80
⁹ CERTIFIED FRICTION CRANE OPERATOR - MECHANICS AND WELDERS	\$54.80	\$56.30	\$57.80
⁹ CERTIFIED CRANE OPERATOR REQUIRING AN OILER	\$53.80	\$55.30	\$56.80
⁹ CERTIFIED CRANE OPERATORS REQUIRING NO OILER	\$53.80	\$55.30	\$56.80
CERTIFIED FINISH BLADE	\$53.80	\$55.30	\$56.80
CERTIFIED EXCAVATOR	\$53.80	\$55.30	\$56.80
CERTIFIED DOZER	\$53.80	\$55.30	\$56.80
GRADALL	\$52.80	\$54.30	\$55.80

⁹ City of Chicago Crane License and/or Local 150 Advanced Crane Certification.

CLASS I

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
MECHANIC	\$51.80	\$53.30	\$54.80
¹⁰ ASPHALT PLANT	\$51.80	\$53.30	\$54.80
ASPHALT SPREADER	\$51.80	\$53.30	\$54.80
¹⁰ AUTOGRADE	\$51.80	\$53.30	\$54.80
¹⁰ BACKHOES WITH CAISSON ATTACHMENT	\$51.80	\$53.30	\$54.80
¹⁰ BATCH PLANT	\$51.80	\$53.30	\$54.80
BENOTO (REQUIRES TWO ENGINEERS)	\$51.80	\$53.30	\$54.80
BOILER AND THROTTLE VALVE	\$51.80	\$53.30	\$54.80
¹⁰ CAISSON RIGS	\$51.80	\$53.30	\$54.80
¹⁰ CENTRAL REDI-MIX PLANT	\$51.80	\$53.30	\$54.80
COMBINATION BACKHOE FRONT ENDLOADER MACHINE	\$51.80	\$53.30	\$54.80
COMPRESSOR AND THROTTLE VALVE	\$51.80	\$53.30	\$54.80
¹⁰ CONCRETE BREAKER (TRUCK MOUNTED)	\$51.80	\$53.30	\$54.80
CONCRETE CONVEYOR	\$51.80	\$53.30	\$54.80
¹⁰ CONCRETE PAVER OVER 27E CU. FT.	\$51.80	\$53.30	\$54.80
CONCRETE PAVER 27E CU. FT. AND UNDER	\$51.80	\$53.30	\$54.80
¹⁰ CONCRETE PLACER	\$51.80	\$53.30	\$54.80
CONCRETE PUMP (TRUCK MOUNTED)	\$51.80	\$53.30	\$54.80
CONCRETE TOWER	\$51.80	\$53.30	\$54.80

¹⁰ Requires Oiler

¹¹ CRANES, ALL (INCLUDING JIB AND MONORAIL) (NON-CERTIFIED)	\$51.80	\$53.30	\$54.80
¹⁰ CRANES, HAMMERHEAD	\$51.80	\$53.30	\$54.80
CRETER CRANE	\$51.80	\$53.30	\$54.80
¹⁰ DRILLS ALL	\$51.80	\$53.30	\$54.80
SPIDER CRANE	\$51.80	\$53.30	\$54.80
CRUSHER, STONE, ETC.	\$51.80	\$53.30	\$54.80
DERRICKS, ALL	\$51.80	\$53.30	\$54.80
¹⁰ DERRICKS, TRAVELING	\$51.80	\$53.30	\$54.80
¹¹ FORMLESS CURB AND GUTTER MACHINE	\$51.80	\$53.30	\$54.80
GRADER, ELEVATING	\$51.80	\$53.30	\$54.80

¹⁰ Requires Oiler

¹¹ Requires Oiler pursuant to Article VI, Section 2.

GROUTING MACHINES	\$51.80	\$53.30	\$54.80
HEAVY DUTY SELF PROPELLED TRANSPORTER OR PRIME MOVER	\$51.80	\$53.30	\$54.80
HIGHLIFT SHOVELS OR FRONT ENDLOADERS 2 ¼ YD AND OVER	\$51.80	\$53.30	\$54.80
HOISTS, ELEVATORS, OUTSIDE TYPE RACK AND PINION AND SIMILAR MACHINES	\$51.80	\$53.30	\$54.80
HOISTS, ONE, TWO, AND THREE DRUM	\$51.80	\$53.30	\$54.80
HOISTS, TWO TUGGER ONE FLOOR	\$51.80	\$53.30	\$54.80
HYDRAULIC BOOM TRUCKS	\$51.80	\$53.30	\$54.80
¹¹ HYDRAULIC BACKHOE	\$51.80	\$53.30	\$54.80
¹² HYDRO VACUUM, HYDRO	\$51.80	\$53.30	\$54.80

EXCAVATION (AND SIMILAR EQUIPMENT)			
LOCOMOTIVES, ALL	\$51.80	\$53.30	\$54.80
LUBRICATION TECHNICIAN	\$51.80	\$53.30	\$54.80
MANIPULATORS	\$51.80	\$53.30	\$54.80
MOTOR PATROL	\$51.80	\$53.30	\$54.80
¹¹ PILE DRIVERS AND SKID RIG	\$51.80	\$53.30	\$54.80
POST HOLE DIGGER	\$51.80	\$53.30	\$54.80
PRE-STRESS MACHINE	\$51.80	\$53.30	\$54.80
¹⁰ PUMP CRETES DUAL RAM (REQUIRING FREQUENT LUBRICATION AND WATER)	\$51.80	\$53.30	\$54.80

¹⁰ Requires Oiler

¹¹ Requires Oiler pursuant to Article VI, Section 2.

¹² All additional forces assigned to HYDRO VACUUM, HYDRO EXCAVATION (AND SIMILAR EQUIPMENT) shall be members of the bargaining unit, unless the individual Employer has an established practice of using a member of another craft as the helper/laborer that pre-dates the effective date of this Agreement.

PUMP CRETES, SQUEEZE CRETES, SCREW TYPE PUMPS, GYPSUM BULKER AND PUMP	\$51.80	\$53.30	\$54.80
¹⁰ ROTO MILL GRINDER (36" AND OVER)	\$51.80	\$53.30	\$54.80
ROTO MILL GRINDER (LESS THAN 36")	\$51.80	\$53.30	\$54.80
SCOOPS, TRACTOR DRAWN	\$51.80	\$53.30	\$54.80
¹⁰ SLIP FORM PAVER	\$51.80	\$53.30	\$54.80
¹⁰ SOIL TEST DRILL RIG (Truck Mounted)	\$51.80	\$53.30	\$54.80
STRADDLE BUGGIES	\$51.80	\$53.30	\$54.80
¹⁰ TIEBACK MACHINE	\$51.80	\$53.30	\$54.80
TOURNAPULL	\$51.80	\$53.30	\$54.80
TRACTOR WITH BOOM AND SIDE BOOM	\$51.80	\$53.30	\$54.80
¹¹ TRENCHING MACHINES	\$51.80	\$53.30	\$54.80

⁵ Requires Oiler

⁶ Requires Oiler pursuant to Article VI, Section 2.

CLASS II

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
BOILERS	\$50.50	\$52.00	\$53.50
BRICK FORKLIFT (SEVEN (7) OR MORE MASONS)	\$50.50	\$52.00	\$53.50
BROOM, ALL POWER PROPELLED	\$50.50	\$52.00	\$53.50
BULLDOZERS	\$50.50	\$52.00	\$53.50

CONCRETE MIXER (TWO BAG AND OVER)	\$50.50	\$52.00	\$53.50
CONVEYOR, PORTABLE	\$50.50	\$52.00	\$53.50
FORKLIFT TRUCKS	\$50.50	\$52.00	\$53.50
HIGHLIFT SHOVELS OR FRONT ENDLOADERS UNDER 2 1/4 YD.	\$50.50	\$52.00	\$53.50
HOISTS, AUTOMATIC	\$50.50	\$52.00	\$53.50
HOISTS, INSIDE FREIGHT ELEVATORS	\$50.50	\$52.00	\$53.50
HOISTS, SEWER DRAGGING MACHINE	\$50.50	\$52.00	\$53.50
HOISTS, TUGGER SINGLE DRUM	\$50.50	\$52.00	\$53.50
¹¹ HYDRO EXCAVATING	\$50.50	\$52.00	\$53.50
¹¹ LASER SCREED	\$50.50	\$52.00	\$53.50
¹¹ NON-SELF-LOADING EJECTION DUMP	\$50.50	\$52.00	\$53.50
ROCK DRILL (SELF-PROPELLED)	\$50.50	\$52.00	\$53.50

¹¹ ROCK DRILL (TRUCK MOUNTED)	\$50.50	\$52.00	\$53.50
ROLLERS, ALL	\$50.50	\$52.00	\$53.50
STEAM GENERATORS	\$50.50	\$52.00	\$53.50
TRACTORS, ALL	\$50.50	\$52.00	\$53.50

¹¹ Requires Oiler pursuant to Article VI, Section 2.

TRACTOR DRAWN VIBRATORY ROLLER (RECEIVES AN ADDITIONAL \$.50 PER HOUR)	\$50.50	\$52.00	\$53.50
WINCH TRUCK WITH "A" FRAME	\$50.50	\$52.00	\$53.50

CLASS III

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
AIR COMPRESSOR - SMALL 350 AND UNDER (1 TO 5 NOT TO EXCEED A TOTAL OF 300 FT.)	\$47.95	\$49.45	\$50.95
AIR COMPRESSOR - LARGE OVER 350	\$47.95	\$49.45	\$50.95
COMBINATION - SMALL EQUIPMENT OPERATOR	\$47.95	\$49.45	\$50.95
GENERATORS - SMALL 50KW AND UNDER	\$47.95	\$49.45	\$50.95
GENERATORS – LARGE OVER 50 KW	\$47.95	\$49.45	\$50.95
HEATERS, ALL	\$47.95	\$49.45	\$50.95
HOISTS, INSIDE ELEVATORS (RHEOSTAT MANUAL CONTROLLED)	\$47.95	\$49.45	\$50.95
¹⁰ HOISTS, INSIDE ELEVATORS	\$47.95	\$49.45	\$50.95

HYDRAULIC POWER UNITS (PILE DRIVING AND EXTRACTING)	\$47.95	\$49.45	\$50.95
¹¹ LOWBOYS	\$47.95	\$49.45	\$50.95

¹⁰ Requires Oiler

¹¹ Requires Oiler pursuant to Article VI, Section 2.

PUMPS, OVER 3" (1 TO 3, NOT TO EXCEED A TOTAL OF 300 FT.)	\$47.95	\$49.45	\$50.95
¹³ PUMPS, WELL POINTS SYSTEMS	\$47.95	\$49.45	\$50.95
WELDING MACHINES (2 THROUGH 5)	\$47.95	\$49.45	\$50.95
WINCHES, 4 SMALL ELECTRIC DRILL WINCHES	\$47.95	\$49.45	\$50.95

¹³ An Operating Engineer operating and maintaining and servicing a Well Point System.

CLASS IV

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
BRICK FORKLIFTS SERVICING SIX (6) OR LESS BRICK MASONS	\$46.20	\$47.70	\$49.20
BOOM TRUCKS (RESIDENTIAL)	\$46.20	\$47.70	\$49.20
HOISTS, INSIDE ELEVATORS (PUSH BOTTOM WITH AUTOMATIC DOORS)	\$46.20	\$47.70	\$49.20
OILERS/ HELPER	\$46.20	\$47.70	\$49.20
¹¹ PIPE FUSION MACHINE	\$46.20	\$47.70	\$49.20
SKIDSTEER LOADERS	\$46.20	\$47.70	\$49.20
¹¹ VACUUM TRUCKS	\$46.20	\$47.70	\$49.20

¹¹ Requires Oiler pursuant to Article VI, Section 2.

HAZMAT PAY

Level A Add \$3.25 to classification
Level B Add \$2.25 to classification
Level C Add \$1.25 to classification

SECTION 2 - FRINGE BENEFITS FOR FIRST AND SECOND YEAR APPRENTICES

FRINGE BENEFITS

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
HEALTH AND WELFARE	\$16.75	\$17.25	\$17.80
RETIREE MEDICAL SAVINGS PLAN	\$4.65	\$4.90	\$5.15
PENSION	\$13.50	\$13.95	\$14.45
RETIREMENT ENHANCEMENT FUND	\$3.55	\$3.80	\$4.05
VACATION	\$1.25	\$1.25	\$1.25
APPRENTICESHIP	\$2.40	\$2.55	\$2.70
INDUSTRY ADVANCEMENT FUND, LABOR MANAGEMENT FUND, AND CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$1.56	\$1.69	\$1.79

FRINGE BENEFITS FOR THIRD AND FOURTH YEAR APPRENTICES

FRINGE BENEFITS

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
HEALTH AND WELFARE	\$16.75	\$17.25	\$17.80
RETIREE MEDICAL SAVINGS PLAN	\$4.65	\$4.90	\$5.15
PENSION	\$15.05	\$15.50	\$16.00
RETIREMENT ENHANCEMENT FUND	\$3.55	\$3.80	\$4.05
VACATION	\$2.00	\$2.00	\$2.00
APPRENTICESHIP	\$2.40	\$2.55	\$2.70
INDUSTRY ADVANCEMENT FUND, LABOR MANAGEMENT FUND, AND CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$1.56	\$1.69	\$1.79

WAGES FOR APPRENTICES

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
FIRST YEAR	\$26.95	\$27.70	\$28.50
SECOND YEAR	\$33.70	\$34.65	\$35.65
FIRST HALF OF THIRD YEAR	\$38.85	\$40.00	\$41.10
SECOND HALF OF THIRD YEAR	\$41.45	\$42.65	\$43.85
FIRST HALF OF FOURTH YEAR	\$44.05	\$45.30	\$46.60
SECOND HALF OF FOURTH YEAR	\$47.65	\$49.05	\$50.40

At the end of the Fourth (4th) Year, Apprentices shall become Journeymen Engineers and shall be paid pursuant to the terms of the wage classifications set forth in this Agreement.

In no event shall the rate of pay for Apprentices exceed the rate provided for the classification of machine the Apprentice may be operating as contained in Article VIII of this Agreement.

Apprentices shall be paid according to the Apprenticeship Introduction Slip issued to the Employer and the Apprentice at the time the Apprentice is dispatched by the Union to the Employer.

The Introduction Slip must indicate the progress status of the Apprentice. As the Apprentice progresses in status, he shall be paid pursuant to the rates set forth in this Agreement.

In addition to the above provisions for rates of pay, fringe benefit contributions shall be as provided for in this Agreement covering work being performed by said Apprentice.

ESTABLISHMENT OF JOINT LABOR MANAGEMENT COMMITTEE FOR CERTIFICATION / TRAINING / TESTING DATA BASE

The Parties agree to establish a Labor Management Committee to develop and implement a program whereby Operating Engineers will be certified as being competent to operate most of the types of equipment covered by this Agreement. The Labor Management Committee created under this provision shall establish the standards and criteria for certification of competency. The Labor Management Committee will have the authority to add new equipment to the certified Operator list, when mutually agreed to. The additional pay for all additional certified classifications will be TWO DOLLARS (\$2.00) per hour over the regular hourly rate.

A website will be developed and implemented to validate testing and training of the Bargaining Unit members.

SECTION 2.1 - SPECIALIZED TRAINING

The Employer agrees to pay for specialized training as required by individual owners or government agencies to include all tuition, fees, books, and other expenses as well as the wages for time spent in direct training (i.e. HAZMAT or specialized safety training), CDL and re-certifications are not included.

SECTION 3 - NEW AND UNLISTED EQUIPMENT

It is mutually agreed between the Union and the Association to meet and discuss on wage rates and manning requirements for all new and unlisted equipment which is not listed in this agreement but that the Union claims under the jurisdiction of International Union of Operating Engineers. Upon written notification of either party, the Joint Grievance Committee shall meet to discuss all such matters within fourteen (14) days from the date of notification. If the Joint Grievance Committee is unable to resolve such matters, the matter may be submitted within thirty (30) days to a neutral arbitrator. If the Union and the Association and/or Employer cannot agree on an arbitrator, then an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association and the arbitration shall be conducted under and in accordance with such rules and procedures. The cost of such arbitration shall be borne equally by both parties to the

arbitration; and the decision of the arbitrator shall be final and binding on all parties and individuals bound by this Agreement. The time limits provided in this Section may be extended by mutual written consent.

SECTION 4 - JURISDICTIONAL DISPUTES - ALL COUNTIES

The parties to this Agreement are subject to and agree to be bound by all decisions, awards, and provisions of the Agreement establishing the Impartial Jurisdictional Disputes Board, or its successor that is acceptable to the Building and Construction Trade Department of the AFL-CIO and the International Union of Operating Engineers, including, but not limited to, the plan for the settlement of jurisdictional disputes in the construction industry. There is to be no work stoppage by either party while an award is pending.

The Parties to this Agreement are subject to and agree to be bound by all decisions, awards and provisions of the National Labor Relations Board, as they pertain to: Oil Distributor, Off the Road Hauler, and Low Boy. There is to be no work stoppage by either party while an award is pending.

ARTICLE IX- FRINGE BENEFITS

SECTION 1. Except where expressly noted, when the phrase “The Funds” is used in this Agreement, it means any and all fringe benefit funds or plans referenced in this Agreement including the Midwest Operating Engineers Health and Welfare Fund, the Retiree Medical Savings Plan, the Midwest Operating Engineers Pension Trust Fund (a/k/a “Pension Fund”), the Midwest Operating Engineers Retirement Enhancement Fund, the Local 150 I.U.O.E. Vacation Savings Plan (a/k/a “Vacation Savings”), Operating Engineers Local 150 Apprenticeship and Skill Improvement Fund, and the Midwest Operating Engineers Industry Advancement Fund and Construction Industry Research and Service Trust Fund (a/k/a “CRF”).

SECTION 2. The Employer shall pay contributions to each of the Funds at the rate required by the Wage Rates and Fringe Benefits provision of this Agreement per hour for each hour for which the employee receives wages under the terms of this Agreement except that the Employer shall pay contributions on behalf of Apprentice employees according to the schedule in Article VIII, Section

2, the Employer shall pay contributions to all of the Funds on behalf of Supervisors, as further described below, and the Employer shall pay contributions to all Funds except Vacation Savings on behalf of owner/operators and relatives, as further described below. Contributions to the Funds shall not constitute or be deemed wages due to the employee.

SECTION 3. All the Funds except CRF maintain a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. The Employer shall pay contributions to the Funds through Automated Clearing House (ACH) or any mechanism duly designated by the Trustees, at the Trustees' option. The Trustees may require the Employer to use ACH, or any other mechanism duly designated by the Trustees to pay liquidated damages, interest, or any other sums owed to the Funds.

The Employer shall also submit its contribution reports via I-Remit, or any mechanism duly designated by the Trustees at the Trustees' option. Where the Employer fails to utilize the Trustees' designated reporting mechanism, the Funds may charge the Employer a fee set by the Trustees to compensate the Funds for the additional costs associated with non-compliance and such fee is subject to collection in any suit brought by the Funds. The contribution reports must be completed as required by the Trustees.

The reports and payments are due not later than the tenth (10th) day of the following month. If payment for contributions is not received by the Funds by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreements and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

SECTION 4. It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreements and Declaration of Trust of each of the Funds, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein. Each Employer bound hereby irrevocably appoints as his representative on the Board of Trustees such Trustees as are named in the Agreement and Declaration of Trust as Employer Trustees and their successors duly appointed as therein set forth.

SECTION 5. The parties recognize that individuals employed by the Employer may receive

compensation in such manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing Bargaining Unit work. It is therefore agreed that when an employee performs bargaining unit work and that employee is: a shareholder, officer, managing member, and/or director of the Employer ("owner/operator") or; a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer, managing member, and/or director of the Employer; the Employer shall:

(a) With respect to each of the Funds except the Midwest Operating Engineers Health and Welfare Fund and Local 150 I.U.O.E. Vacation Savings Plan, report and pay at the hourly rate for each owner/operator and relative one hundred twenty (120) hours per month, twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred twenty (120) hours each month. The hourly rate is the appropriate rate contained in the Wage Rates and Fringe Benefits section of this Agreement.

(b) With respect to the Midwest Operating Engineers Health and Welfare Fund, pay the required monthly contribution amount (also known as a "premium") associated with the benefit plan for each such employee. The premium amount is set by the Welfare Fund Trustees.

If the Employer fails to make contributions on behalf of an owner/operator or relative, it is understood and agreed that the affected individual is not entitled to the receipt of benefits.

Corporate officers and their children will be exempt from this provision when they operate equipment doing Bargaining Unit work during an emergency such as fire, flood or to save life or property.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of one hundred sixty-eight (168) hours each month. The Employer may elect to report on the basis of actual hours worked per month provided the hours reported are in excess of one hundred sixty-eight (168) hours each month.

The exemptions provided herein do not relieve the Employer from the obligations of Article

III, Section 2 "Regular Assigned Engineers of this Agreement"

During the term of this Agreement, if the trustees of the Midwest Operating Engineers Health and Welfare Fund determine that the cost of providing Welfare Fund Benefits to owner-operators or relatives exceeds the total contributions made on their behalf, the parties agree to meet in order for the Midwest Operating Engineers Health and Welfare Fund to explain the reasoning for its increase to the contribution requirement of this provision. Any such meetings and bargaining will not be considered a reopening of the contract for any purpose and all other provisions of the agreement shall remain in force and effect through the term of the Agreement.

SECTION 6. FAMILY AND MEDICAL LEAVE ACT (FMLA): The Employer of any employee who is eligible for and requests leave under the Family and Medical Leave Act (FMLA) shall promptly notify the Health and Welfare Fund Office, and before the leave commences, if possible. Employers shall make Health and Welfare contributions for any employee who is taking leave under the FMLA on the basis of forty (40) hours per week.

SECTION 7. In computing the amounts due for Vacation Savings, the Employer is required to add the amount per hour to the employee's gross wages and then deduct the Social Security and Withholding Tax from the gross figure on each check. The full amount shall then be set aside for remittance to the Vacation Savings.

SECTION 8. 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.

SECTION 9. It is understood and agreed that the Administrator of the remaining Funds will administer the collection and distribution of the CRF contributions and will receive a reasonable fee for that service, subject to approval of the Trustees of the CRF.

SECTION 10. Of the CRF contributions, TWENTY FIVE CENTS (\$0.25) per hour for each hour worked for which contributions are made will be distributed to the ILLINOIS VALLEY IAF, and SIX CENTS (\$0.06) shall be distributed by CRF to the Illinois Valley Labor Management Committee. The remaining amount per hour, for each hour for which contributions are made will be

distributed by the CRF Trustees in accordance with the power and authority granted to them in the applicable CRF Agreement and Declaration of Trust,

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Advancement Fund as well as any amendment thereto and agrees to be bound by all actions taken by the Trustees of said Industry Advancement Fund pursuant to said Agreement and Declaration of Trust and amendments thereto.

The Administration of this Fund shall be solely in the hands of the Association and no Employer shall pay any funds to any representative of his employees, except for actual services rendered, provided further that any documents establishing such funds and any amendments thereto shall be first approved by the Union. An annual audit of the Fund shall be made by a certified public accountant and the Association, at no cost to the Union, shall furnish a copy of the same to the Union.

The Union, at all reasonable time, during regular working hours, upon request, shall have the right, through its representatives, auditors, and attorneys to examine the books and records of the Fund and to extract portions thereof and make copies. The Fund, the Trustees thereof and the Association, agree to indemnify and hold harmless the Union, its Officers, Agents, Representatives, and Members from any claim, suit, cause of action, or otherwise as regard the collection and transmission of the Industry Advancement Fund collections, 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 and shall require immediate notification to the Union of any claim or potential cause of action which might, in any way, effect the Union, its officers, agents, representatives or members.

Anything to the contrary notwithstanding, no expenditure from said Fund shall be made for any activity harmful or injurious to the Union or its members. In the event the Union objects to an expenditure for reasons which it deems will be harmful or injurious to it or its members, the activity for which the expenditure is to be made shall cease, and no further expenditures in such connection shall be made. Without in any way intending to limit the nature of prohibited expenditures, no expenditure shall be made for any of the following purposes:

1. Promotion of legislation opposed by the Union of opposition to legislation favored by the Union;

2. Subsidies, indemnities, or payment of any kind to contractors during, or in connection with a period of strike, lockout, or work stoppages;
3. Litigation before any court or administrative body against the Union or the payment of any expenses directly or indirectly involved in any such litigation; and
4. Publicity or public relations campaigns in support of management's position respecting bargaining negotiations with the Union.

The instrument creating the Fund shall contain the provisions of this sub-paragraph.

Contributions to the aforesaid Industry Advancement Fund shall not constitute or be deemed wages due to the employee. The sole liability of the contributing Employer shall be the payment of hourly contributions as provided in this Article.

SECTION 11. THE LABOR / MANAGEMENT FUND. The Parties agree to participate in the Illinois Valley Construction Industry Labor -Management Committee under authority of 6(b) of the Labor-Management Cooperation Act of 1978, and Section 302 of the Taft-Hartley Act.

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 Illinois Valley Construction Industry Labor/Management Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

If payment for contributions as defined in this Article and in Article XIX (Industry Advancement Fund) is not received by the Illinois Valley Construction Industry Fund Office (1120 First Street, LaSalle, IL. 61301) by the 20th 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.

ARTICLE X - DUES CHECK OFF

A. Upon receipt of a written Check Off Authorization form from an employee, the Employer agrees to deduct each week the applicable initiation fees and monthly dues uniformly required for 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 tenth (10th) 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 I.U.O.E., Local 150 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 entitled for all contributions due, liquidated damages, interest, and any other cost of collection.

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 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 to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise as regards a creation of the 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 in behalf of the beneficiaries of such indemnity.

B. FEDERAL PAC CHECK OFF

The Employer will deduct FIVE CENTS (\$0.05) for each hour that the employee receives wages under the terms of this Agreement on the basis of individually signed voluntarily authorized deduction forms and shall pay over the amount so deducted to the International Union of Operating Engineers 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 the 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 Employer shall deduct a processing fee each month from the total amount to be transmitted to the IUOE PAC to be calculated at the Illinois

Department of Revenue standard which is currently 1.75 percent.

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.

ARTICLE XII - 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 hereafter 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 hereafter 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 to 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 event shall first occur.

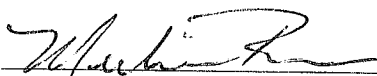
ARTICLE XIII - ENTIRE AGREEMENT OF THE PARTIES

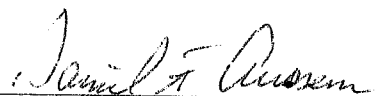
This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and as such, and in keeping with the provisions of the Labor/Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or 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 relationship, or the relationship between the parties.

EFFECTIVE DATE - This Agreement shall become effective the 1st day of June, 2021, except as otherwise provided herein, and remain in full force and effect until the 31st day of May 31, 2024, and shall thereafter continue from year to year, unless at least sixty (60) days prior to the expiration date, or as thereafter extended, either party hereto shall notify the other in writing of its intention to terminate. It is contemplated that the parties will, in said sixty (60) day period, meet with each other to negotiate a new agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of JULY, 2021.

REPRESENTING THE EMPLOYER:
**ILLINOIS VALLEY CONTRACTORS
ASSOCIATION ON BEHALF OF ITS
MEMBERS:**


By: 
Michael Ruiz
Its: President

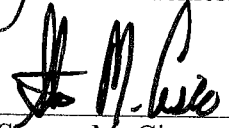
By: 
Daniel F. Aussem
Its: Executive Director

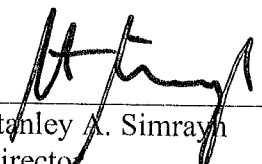
By: _____

Its: _____
Illinois Valley Contractors Association
1120 First Street
LaSalle, Illinois 61301
815-223-0561

REPRESENTING THE UNION:
**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 150 AFL-CIO**

By: 
James M. Sweeney
Its: President-Business Manager

By: 
Steven M. Cisco
Its: Recording-Corresponding Secretary

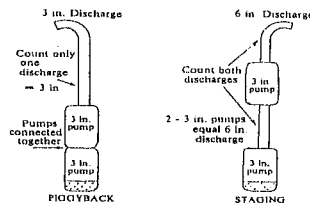
By: 
Stanley A. Simrayh
Its: Director

IUOE Local 150
6200 Joliet Road
Countryside, Illinois 60525
708-482-8800
815-223-4556 (Fax)
708-588-1629 (Fax)

Illustrations and Definition of Piggybacking and Staging of Electric Submersible Pumps as applied in the Heavy and Highway and Building Agreements

Electric Submersible pumps may be physically connected to each other (piggyback) without causing any increase in discharge as calculated under this section.

Discharge of Electric Submersible pumps which are not piggybacked but which are physically connected by hose, pipe, etc. or are otherwise staged shall be calculated separately and totaled in calculating total discharge under this section. (See Illustration)



REPRESENTING THE COMPANY:
**ILLINOIS VALLEY CONTRACTORS
ASSOCIATION**

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

JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

I. POLICY STATEMENT

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. _____ (Company name) _____, and the signatory Unions seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.

II. DEFINITIONS

A. Company Premises - The terms "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

B. Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.

C. Employees - Individuals who perform work for _____ (Company name) _____, including, but not limited to, management, supervision, engineering, craft workers, and clerical personnel.

D. Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.

E. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

F. Reasonable Cause - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. CONFIDENTIALITY

A. All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The Company will also

take action to assure that your illness is handled in a confidential manner.

B. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

C. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

D. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

E. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

IV. RULES, DISCIPLINARY ACTIONS, GRIEVANCE PROCEDURE

1. Rules - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- a.** Use, possess, dispense, or receive prohibited substances on or at the job site; or
- b.** Report to work with any measurable amount of prohibited substances in their system.

2. Discipline - When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- a.** Applicants testing positive for drug and use will not be hired.
- b.** Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- c.** Employees who refuse to cooperate with testing procedures will be terminated. Refusal to cooperate with testing procedures will be treated as the equivalent of a positive test.
- d.** Employees found in possession of drugs or drug paraphernalia will be terminated.
- e.** Employees found selling or distributing drugs will be terminated.

- f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. **Prescription Drugs** - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult with you and your physician to determine if a re-assignment of duties is necessary. The Company will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4. **Grievance** - All aspects of this policy and program shall be subject to the grievance procedure of the applicable Collective Bargaining Agreement.

V. **DRUG/ALCOHOL TESTING** - The parties to this policy and program agree that under certain circumstances, the Company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

a. A new employee shall be eligible to be "pre-employment" tested either prior to starting work or within the first forty-eight (48) hours of employment. The employee is entitled to be compensated for the time required to submit to the test and time while awaiting the results of the test.

b. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause of testing, the employee has the right to request his on-site representative to be present;

c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;

d. Testing may be required as a part of a follow-up to counseling or rehabilitating for substance abuse, for up to a one (1) year period;

e. Employees may also be tested on a voluntary basis.

f. Employer must notify the Union's dispatch office in writing, within a reasonable time, of any positive test result or refusal to cooperate with testing procedures.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the Company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.

The Company will bear the costs of all testing procedures.

VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the Company or Union Health and Welfare/Insurance Program.

If treatment necessitates time away from work, the Company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

EMPLOYER PERSONNEL POLICY SIDE LETTER

The International Union of Operating Engineers, Local 150, AFL-CIO, ("Local 150"), and the Illinois Valley Contractors Association are currently parties to collective bargaining agreements known as the Illinois Valley Heavy, Highway, and Underground Agreement and the Illinois Valley Building Agreement, both effective June 1, 2021, amended and extended through May 31, 2024. Those Agreements include management rights clauses which state:

The right to manage and conduct the business, including the right to determine what operations are to be conducted, the methods and means of all operations, to introduce new, improved or changed methods, equipment or facilities, to determine the machinery and equipment to be utilized, the right to hire, promote, manage, and direct the workforce, to schedule the days, hours and shifts of operation, to determine when overtime shall be worked, to layoff and recall employees, to curtail or close down any operation, to sell and dispose of all or any part of the Employer's assets, and to contract or subcontract work, except as specifically limited by this Agreement, are reserved solely to the Employer. The Employer shall not be permitted to alter, modify, derate, override, bypass, or manipulate any equipment to avoid the requirements contained in this Agreement.

The parties confirm all terms and conditions of those Agreements in effect with the following additions and only these additions:

1. The management rights clauses to the Agreements permit individual employers to adopt personnel policies. Such policies are effective to the extent their content is not otherwise specifically limited by or contrary to the terms and conditions of the Agreements;
2. Individual employers may require individual employees represented by Local 150 to sign copies of employer personnel policies in order to acknowledge receipt. Such signatures are not a waiver by the individual employee or the Union of their rights to challenge the promulgation, implementation or application of such policies in the appropriate forum,


including but not limited to the grievance procedure and/or the National Labor Relations Board;

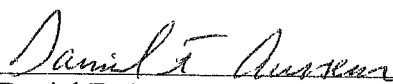
3. Local 150 reserves the right to challenge any individual employer policies to the extent it contends or believes such policies are contrary to any of the specific provisions of the Agreements or to the National Labor Relations Act; and
4. Individual employees may be required to sign such forms as required by any governmental body/agency or regulation/directive/statute, or by a project owner, as a condition of hire, such as:
 - Form W-4
 - Form IL-W-4
 - Federal Contractor EEO/Veteran Self-Identification Forms
 - USCIS Form I-9 (Employment Eligibility Verification)
 - Background authorization check forms for employment on projects at schools/hospitals/day-care and pre-school centers/libraries (and similar facilities), nuclear or other power generation station facilities, airports, rail yards and railroads, refineries, the Metropolitan Water Reclamation District of Greater Chicago.
 - Forms acknowledging that Operators required to possess a valid CDL for job purposes are subject to IDOT and/or USDOT drug and alcohol testing protocols and requirements.

This list is not an exclusive list. By agreeing to this list of examples, the Union does not waive its right to challenge a requirement that an individual sign any Form not listed above under this paragraph as contrary to any of the specific provisions of the Agreements in the appropriate forum, including but not limited to the grievance procedure and/or the National Labor Relations Board. In addition, the use of such forms on a project are subject to the pre-job/job conference provisions set forth in the Agreements. Either party, if it elects, may request a pre-job/job conference on this topic under the agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14TH day of JULY, 2021.

REPRESENTING THE EMPLOYER:
**ILLINOIS VALLEY CONTRACTORS
ASSOCIATION ON BEHALF OF ITS
MEMBERS:**


By: 
Michael Ruiz
Its: President

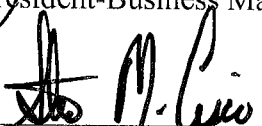
By: 
Daniel F. Aussem
Its: Executive Director

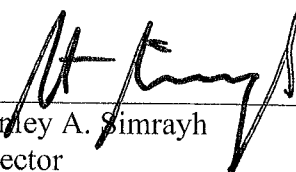
By: _____

Its: _____
Illinois Valley Contractors Association
1120 First Street
LaSalle, Illinois 61301
815-223-0561
815-223-4556 (Fax)

REPRESENTING THE UNION:
**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 150 AFL-CIO**

By: 
James M. Sweeney
Its: President-Business Manager

By: 
Steven M. Cisco
Its: Recording-Corresponding Secretary

By: 
Stanley A. Simrayh
Its: Director

IUOE Local 150
6200 Joliet Road
Countryside, Illinois 60525
708-482-8800
708-588-1629 (Fax)

OFF ROAD TRUCKS

Employers may request and the Union will provide, if available, first and second year apprentices to operate off-road truck equipment, to be paid as required by the agreements.

If no such apprentices are available, journeymen will be provided by the Union and they may be paid at the third-year apprentice first half rate, with full journeyman benefits, for non-prevailing wage work.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14th day of July, 2021.

REPRESENTING THE EMPLOYER:
**ILLINOIS VALLEY CONTRACTORS
ASSOCIATION ON BEHALF OF ITS
MEMBERS:**

By: Michael Ruiz
Michael Ruiz
Its: President

By: Daniel F. Aussem
Daniel F. Aussem
Its: Executive Director

By: _____

Its: _____
Illinois Valley Contractors Association
1120 First Street
LaSalle, Illinois 61301
815-223-0561
815-223-4556 (Fax)

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

By: James M. Sweeney
James M. Sweeney
Its: President-Business Manager

By: Steven M. Cisco
Steven M. Cisco
Its: Recording-Corresponding Secretary

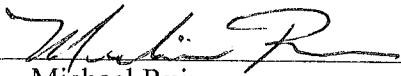
By: Stanley A. Simrayh
Stanley A. Simrayh
Its: Director

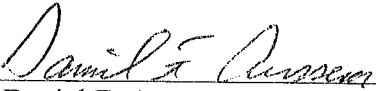
IUOE Local 150
6200 Joliet Road
Countryside, Illinois 60525
708-482-8800
708-588-1629 (Fax)

LETTER OF UNDERSTANDING REGARDING RANDOM DRUG TESTING

The establishment and implementation of a drug testing program, including but not limited to a random drug testing program administered by an independent third party which Employers may opt into on an Employer-by-Employer basis, is hereby reserved for the future consideration of the parties. Upon service of sixty (60) days' notice in writing by either party, such issue shall be taken up for discussion and further negotiation by the parties hereto. Neither the request for, nor the conduct of, said negotiations shall impact the validity or enforceability of any other provision of this Agreement.

REPRESENTING THE EMPLOYER:
**ILLINOIS VALLEY CONTRACTORS
ASSOCIATION ON BEHALF OF ITS
MEMBERS:**

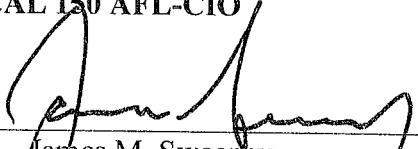
By: 
Michael Ruiz
Its: President

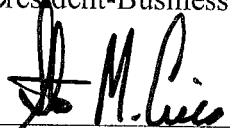
By: 
Daniel F. Aussem
Its: Executive Director

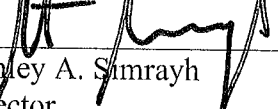
By: _____

Its: _____
Illinois Valley Contractors Association
1120 First Street
LaSalle, Illinois 61301
815-223-0561
815-223-4556 (Fax)

REPRESENTING THE UNION:
**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 150 AFL-CIO**

By: 
James M. Sweeney
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By: 
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Its: Recording-Corresponding Secretary

By: 
Stanley A. Simrayh
Its: Director

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PANDEMIC ADDENDUM

In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union, the Union may withdraw employees from any worksite not in compliance herewith.

