

**ILLINOIS
BUILDING
AGREEMENT**
DISTRICTS 1-2-3

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

**Effective
June 1, 2021 through May 31, 2024**

MARBA Building Agreement
Steven M. Cisco
Stanley A. Simrayh
Final 6-27-21/rap

Contents

JOINT AGREEMENT1
ARTICLE I2
 SECTION 1 - BARGAINING UNIT2
 SECTION 2 - RECOGNITION3
 SECTION 3 - SCOPE OF WORK4
 SECTION 4A - UNION SHOP4
 SECTION 4B – MANAGEMENT RIGHTS.....5
 SECTION 5 – PRE-JOB / JOB CONFERENCE5
 SECTION 6 - BRANCHES OF WORK.....6
 SECTION 7 - SUCCESSOR/EMPLOYERS6
 A. SUCCESSOR EMPLOYERS:.....6
 B. NOTICE TO THE UNION:.....6
 C. NO DOUBLE BREASTING7
 SECTION 8 - ASSIGNMENT OF WORK7
ARTICLE II8
 SECTION 1 – GRIEVANCE AND ARBITRATION.....8
 SECTION 2 - PENALTY FOR FAILURE TO PAY WAGES OR FRINGE
 BENEFITS12
ARTICLE III.....12
 SECTION 1- 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 DAMAGES12
 SECTION 2 – PENALTY FOR FAILURE TO PAY WAGES14
 SECTION 3 – BONDING OF EMPLOYER14
 SECTION 4 – LEGITIMATE PICKET LINE14
 SECTION 5 - ACCESS TO PREMISES15
 SECTION 6.....15
 A. NO DISCRIMINATION15
 B. INSURANCE COVERAGE.....15
 C. INSURANCE, SANITATION16
 D. OCCUPATIONAL INJURY16
 SECTION 7 - HIRING16
 SECTION 8 – SUBCONTRACTOR.....16
ARTICLE IV17
 SECTION 1 - JOB STEWARD17
 SECTION 2 - REGULAR ASSIGNED ENGINEERS17
 SECTION 3 - SHELTER AND SAFETY17
 SECTION 4 - RADIATION DETECTION.....18

SECTION 5 - TRANSPORTATION	18
SECTION 6 - NOTICE ON LEAVING JOB	18
SECTION 7 - DISCHARGE	18
SECTION 8 - CELL PHONE PROHIBITION	18
ARTICLE V	19
SECTION 1 - CRAFT FOREMAN	19
ARTICLE VI	21
SECTION 1 - STARTING TIME - WORK DAY - LUNCH PERIOD	21
SECTION 2 - SHOW-UP TIME	22
SECTION 3 - SHIFT WORK	23
SECTION 4 - NUMBER OF MEN - CONTINUOUS THREE (3) SHIFT OPERATION	25
SECTION 5 - OVERTIME - HOLIDAYS	25
SECTION 6 - SEVERANCE PAY	26
SECTION 7 - WAGE PAYMENT	26
SECTION 8 - CHANGING FROM ONE MACHINE TO ANOTHER	27
SECTION 9 - IDLE TIME - CLASS I AND CLASS II EQUIPMENT	27
SECTION 10 - CLASS III EQUIPMENT, CLASS IV AND OILERS	27
SECTION 11 - MAINTENANCE AND HEAVY DUTY REPAIR	28
SECTION 12 - MECHANICS	29
SECTION 13 - DUTIES OF THE OILER/HELPER	30
SECTION 14 - PER DIEM	31
ARTICLE VII	31
SECTION 1 - PREPARING EQUIPMENT	31
SECTION 2 - MACHINERY OPERATION	33
SECTION 3 - LONG BOOM PAY	37
SECTION 4 - CAPACITY PAY	38
SECTION 5 - AUGERS, DRILL RIGS, LARGE DEEP FOUNDATION AND GROUND IMPROVEMENT RIGS	38
SECTION 6 - CRETER CRANES	38
SECTION 7 - TRUCK MOUNTED CONCRETE PUMPS AND CONVEYORS	39
SECTION 8 - HELICOPTERS	39
SECTION 9 - BRICK FORKLIFTS	39
SECTION 10 - SKID STEERS	39
SECTION 11 - ELEVATORS	40
SECTION 12 - SKIDSTEER LOADERS, FORKLIFTS SERVICING	41
BRICK MASONS AND DRILLS	41
SECTION 13 - SMALL EQUIPMENT	42
SECTION 14 - SMALL CATEGORY EQUIPMENT ASSIGNMENT	42
SECTION 15 - ELECTRIC SUBMERSIBLE PUMPS - JOB SITES OR	

PROJECTS	44
SECTION 18 - ELECTRIC SUBMERSIBLE PUMPS - TUNNELS, ETC.	45
ARTICLE VIII.....	46
SECTION 1 - BOILER PLANTS.....	46
SECTION 2 - WASHING BOILERS.....	46
SECTION 3 - CONCRETE MIXER	47
SECTION 4 - HOISTS	47
SECTION 5 - GENERATORS.....	48
ARTICLE IX	49
SECTION 1 - WAGE RATES AND FRINGE BENEFITS ⁵	49
FRINGE BENEFITS	49
CLASS I.....	51
CLASS II	56
CLASS III.....	57
CLASS IV.....	59
HAZMAT PAY	59
SECTION 2 – FRINGE BENEFITS	60
FRINGE BENEFITS FOR FIRST AND SECOND YEAR APPRENTICES.....	60
FRINGE BENEFITS FOR THIRD AND FOURTH YEAR APPRENTICES	61
WAGES FOR APPRENTICES	62
SECTION 3 - SPECIALIZED TRAINING.....	63
SECTION 4 - ESTABLISHMENT OF JOINT LABOR MANAGEMENT COMMITTEE FOR CERTIFICATION / TRAINING / TESTING DATA BASE	63
SECTION 5 - NEW AND UNLISTED EQUIPMENT	63
SECTION 6 - JURISDICTIONAL DISPUTES	64
A. ALL COUNTIES (EXCLUDING COOK).....	64
B. COOK COUNTY	64
ARTICLE X-FRINGE BENEFITS	64
ARTICLE XI	69
DUES CHECK OFF	69
FEDERAL PAC CHECK-OFF	70
ARTICLE XII	71
SAVINGS CLAUSE.....	71
ARTICLE XIII	72
ENTIRE AGREEMENT OF THE PARTIES	72
EFFECTIVE DATE.....	72
ILLUSTRATIONS AND DEFINITION OF PIGGYBACKING	74
AND STAGING OF ELECTRIC SUBMERSIBLE PUMPS AS	74
APPLIED IN THE HEAVY AND HIGHWAY AND BUILDING AGREEMENTS	74

MEMORANDUM of CLARIFICATION/SEWAGE PLANTS	75
COMPETITION COMMITTEE.....	76
WORK RULES COMMITTEE.....	77
JOINT LABOR-MANAGEMENT.....	78
UNIFORM DRUG/ALCOHOL ABUSE PROGRAM.....	78
ADDENDUM 2	81
LOCAL 150 BUILDING.....	81
CRANE RENTAL/EQUIPMENT RENTAL COMPANIES AGREEMENT	81
EMPLOYER PERSONNEL POLICY SIDE LETTER.....	82
OFF ROAD TRUCKS	86
LETTER OF UNDERSTANDING.....	87
REGARDING RANDOM DRUG TESTING	87
PANDEMIC ADDENDUM	88

INTRODUCTION

MARBA ILLINOIS BUILDING AGREEMENT

This Agreement will provide the parties with the assurance that during 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 the 1st day of June, 2021, amended and extended through May 31, 2024 by and between the **Mid-America Regional Bargaining Association (MARBA)** for and on behalf of the present and future members of its Member Associations, and the individual members thereof individually and their successors and assigns, as provided in Article I, Section 2, hereinafter for convenience, referred to as the "EMPLOYER", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 150, AFL-CIO, hereinafter, for convenience, referred to as the "UNION".

This Agreement shall cover the following named counties:

Cook, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, McHenry and Will 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 from June 1, 2021 amended and extended through 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 IX, 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 purposes of Article X 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 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 5,000 hours worked, or wages received, as the case then required.

SECTION 2 - RECOGNITION

The Associations and the Employers recognize 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 members of the Associations and who have assigned their bargaining rights to the Associations; or such Employers as may hereafter become members of the Associations and who assign their bargaining rights to the Associations, or Employers signatory to this Agreement. The Union recognizes the Associations as the sole and exclusive bargaining agent for its members on whose behalf they have bargaining authority and for such other firms, persons or corporations as may hereafter become members of the Association and assign their bargaining rights to the Associations.

The Associations shall keep the Union advised in writing on a current basis, of changes to the list of members who have assigned the Associations their bargaining rights. Specifically, 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. 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.

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 within and including the foundation area of a building, 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 de-watering, 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 dismantling 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.

Note: See letter of clarification regarding sewage disposal plants.

SECTION 4A - UNION SHOP

All employees covered by this Agreement shall be obligated to become members of the Union after the seventh, but not later than the tenth 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 therein, or non-member who fails to pay required permit fees 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, Cableways, 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 for Building Construction or for alteration work, shall be the work of the Operating Engineer.

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 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 and business organization of successor; and
9. Admission to or withdrawal 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.

SECTION 8 - ASSIGNMENT OF WORK

- A. The Employer hereby agrees to assign ALL work that is to be performed in the categories described in Article I, Section 3, Article VII, and/or Article IX to employees in the bargaining unit covered by this Agreement.
- B. 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 VII, and/or Article IV be performed by employees in the bargaining unit represented by the Union covered by this Agreement.
- C. 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 A.F.L.-C.I.O., Joint Conference Board of the Construction Employers' Association and the Chicago & Cook County Building and Construction Trades Council 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 or otherwise subject to a jurisdictional award as that term is defined under Article IX, Section 6 "JURISDICTIONAL DISPUTES."

- D. 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 (2x) time rate for all hours the bargaining unit member would have worked but for the Employer's violation.

ARTICLE II

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, 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 Associations (Contractors Association of Will & Grundy Counties, Excavators, Inc., and Mid-America Regional Bargaining 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. Each Association (Contractors Association of Will & Grundy Counties, Excavators, Inc., and Mid-America Regional Bargaining Association) is entitled to appoint an Employer representative on each Committee; however, there may not be more than one Employer member from any Association on the Committee. The Union or Associations may appoint alternate members, but the limitation of a single appointed member from each Association shall apply. 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 \$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 \$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 \$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 \$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 \$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 \$50,000.00 shall mean a final award issued by an arbitrator sustaining the grievance in full and awarding at least 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 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 Associations 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 - 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.

ARTICLE III

SECTION 1- 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 previsions 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 2 – 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 3 – 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 4 – 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 5 - 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 6

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. 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 Worker'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. OCCUPATIONAL INJURY

An employee who is injured on the job and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Company Worker's Compensation Doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time.

SECTION 7 - 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-discriminating provisions governing the operation of the Local Union's Referral Offices set out in the current effective Addendum No. 1 to this Agreement as if set forth in full herein.

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.

SECTION 8 – 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.

ARTICLE IV

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 VI, Section 9 hereof) 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 - RADIATION DETECTION

Employees required to wear a dosimeter radiation detection device will have an additional fifty cents (\$0.50) per hour added to their hourly rate of pay.

SECTION 5 - 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 6 - NOTICE ON LEAVING JOB

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

SECTION 7 - 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 8 - CELL PHONE PROHIBITION

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

ARTICLE V

SECTION 1 - 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 50kw 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 V, Section 1 shall apply to all shift work done pursuant to the terms of this Agreement.

ARTICLE VI

SECTION 1 - STARTING TIME - WORK DAY - LUNCH PERIOD

A. STARTING TIME

The regular starting time for a single shift operation, Sunday through Saturday, inclusive, shall be scheduled at one 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 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. WORK DAY

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.

C. LUNCH PERIOD

There shall be a regularly scheduled lunch period for all one, two, and three shift operations. The lunch period shall be one-half (1/2) hour between the hours of 12:00 noon and 12:30 p.m. for the day shift, 8:00 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 shift operation, the employees on all three shifts will work seven and one-half (7-1/2) hours and be paid for eight (8) hours with a half hour (1/2) lunch period at the time specified above. On a two shift operation, the employees on both shifts will work seven and one-half (7-1/2) hours and be paid for eight (8) hours with a half hour (1/2) hour 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 (2) 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. Employees laid off and re-hired within the same calendar week shall be paid the show up time (2 hours) for the days the employee was on lay off. 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 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 (1/2) hour at the overtime rate for preparation time and two (2) hours pay for show-up 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 anytime after the requested starting time shall receive pay at the overtime rate for the hours prior to the regular starting 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 anytime 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 (1/2) 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, shall be paid back to 7:00 a.m., 7:30 a.m., 8:00 a.m., 4:00 p.m. or 12:00 midnight, respectively, plus the half hour (1/2) 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 worked under the terms of this Agreement, except the 7:00 a.m., and 7:30 a.m. starting time 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 VI, 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.

B. 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.

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 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 shall be paid at the Double Time (2) 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 for Saturdays and Double Time for Sunday.

D. When pumping is required on a six (6) day basis from Monday through Saturday, inclusive, Double Time (2x) 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 a 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 may 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.

Brickfork Operators servicing Brick Masons and Operators on Skidsteer Loaders shall receive time and one-half (1 1/2) the hourly rate for overtime. Brickfork Operators servicing Brick Masons and Operators on Skidsteer Loaders shall be paid the Double Time Rate (2x) for overtime when the craft being serviced is receiving the double time.

Employees assigned to Brickfork 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. Brickfork Operators servicing Brick Masons and Skidsteer Loader Operators shall be paid time and one-half (1 1/2) on Saturdays when the craft they are servicing is receiving time and one-half (1 1/2).

B. The following holidays are designated as those for which doubletime (2x) shall be paid: NEW YEAR'S DAY, DECORATION DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY 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 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.

SECTION 6 - SEVERANCE PAY

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 not paid within said twenty-four (24) hours, the Employer shall pay a penalty of four (4) hours of pay to such 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 or 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, at the option of the employee, 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 a 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 VI, 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 be inoperative.

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.

SECTION 10 - CLASS III EQUIPMENT, CLASS IV AND OILERS

In case of a layoff a machine must be left idle two (2) work days before another employee can be assigned to such machine. If such machine is re-inactivated before the two (2) 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.

SECTION 11 - MAINTENANCE AND HEAVY DUTY REPAIR

A. When the Employer is performing work covered by this Agreement and such Employer maintains a maintenance and repair shop, or shops, or does repair and equipment maintenance in the field, all employment and applications for employment to perform such work shall be in accordance with the terms and provisions of this Agreement. The Employer shall have the right to have specialized field and shop repair performed by service representatives of manufacturers or equipment dealers who provide such service.

1. Employees shall keep their equipment in good order and good repair at all times, and shall assist in field repair of same. In the event of a breakdown of equipment, the engineer and oiler, if one is assigned to the equipment, can be reassigned while it is being repaired only when members of the bargaining unit are assigned to perform the repair work.

2. If any repair work is to be performed by anyone other than a member of the bargaining unit, the operator and/or oiler shall assist said non-bargaining unit member with the repair, and shall remain with his assigned machine until all repair work is completed.

3. Unassigned machines shall come under the terms and conditions of number 2 above.

4. All lubing or any other servicing of equipment in the field will only be performed by members of the 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.

On days when operators and oilers are called off or when repair work goes into overtime on a weekday, Saturday, Sunday or Holiday, only a bargaining unit mechanic may perform the repairs with no assistance. If another person is needed to assist, he shall be a member of the bargaining unit.

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 Engineer and shall be covered by the terms of this Agreement. The Employer may at his 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 Engineer and shall be covered by the terms of this Agreement.

SECTION 12 - MECHANICS

Mechanics shall furnish their own tools but shall not be required to furnish special tools such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxyacetylene Hoses, Gauges, Torches and Tips, Twenty-Four inch (24") Pipe Wrenches, over 3/4 inch drive socket set, Sockets over two inches (2"). 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 fuel and 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 pay day except in case of a layoff it shall be as set forth in Article VI, Section 6.

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 the provision within three (3) days of knowledge of loss.

SECTION 13 - 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 the machine 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 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 14 – 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 VII

SECTION 1 - PREPARING EQUIPMENT

A. Engineers on all cranes up to one (1) cubic yard capacity and engineers operating all derricks and¹ all hoists listed in Class I of Article IX hereof, and engineers on cranes of twenty (20) ton lifting capacity or under, shall start one-half (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 (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

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

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 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 manufacture gross vehicle weight of over one hundred fifty five thousand (155,000²) 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 (155,000²) 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 five 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.

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.

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 VII, 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,³ Formless Curb and Gutter Machine thirty-six (36") inches in width and over, Roto Mill Grinder

³ See letter of intent dated May 6, 1976

thirty-six (36") inches in width and over, Slip-Form Paver, Concrete Paver 27E and over, Concrete Placing Booms, 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 Cranes 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 Cranes 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 VII, Section 1 – Preparing Equipment.

⁴ All references to the 155,000 pound manufacture gross vehicle weight in this Section shall be based on the weight

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 VII, 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, he 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

of the car body, house, tracks, counterweights, and boom butt section.

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

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 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 if the manufacturer's rated lifting capacity at a distance of twenty feet (20') 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

Employer.

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

exception of Combination Backhoe Front Endloader machine.

Non-Lattice Boom Truck Cranes having three (3) axles or less shall not require an oiler. 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.

On any machine not requiring an oiler when a second man is used, such man shall be an employee of the bargaining unit.

Not with standing the terms of Article VI Section 8 here in, when two 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 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 hours.

SECTION 3 - LONG BOOM PAY

All Engineers operating cranes and derricks of all types with booms of ninety feet (90') to one hundred fifty feet (150'), 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 feet (150'), 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 feet (10') 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

and/or disassembly).

the next ten-foot (10') increment.

SECTION 4 - CAPACITY PAY

All engineers operating cranes and derricks with a manufacturers 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 rate 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-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 feet (70') or more, 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 or conveyor operations shall require an operator. When such machines are equipped with a boom or conveyor, which is capable of extending ninety feet (90') 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 hoisting 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 feet (500').

SECTION 9 - BRICK FORKLIFTS

Employees operating Brick Forklifts servicing less than ten (10) bricklayers except when unloading material or doing industrial work shall receive Class III rate of pay for that day. Employees operating Brick Forklifts servicing ten (10) or more bricklayers or unloading material or doing industrial work shall receive Class IV rate of pay. (See Article VI, Section 5A.)

SECTION 10 - SKID STEERS

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 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 machine shall be in Class IV wage category. (See Article VI, Section 5A.)

SECTION 11 - ELEVATORS

Double elevators of all types shall not require an engineer on each car in use.

Elevators of all types shall require an engineer as set on below:

1. Outside type rack and pinion and similar machines, 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 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 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 (1.5) his regular rate of pay Monday through Saturday. Sundays and holidays shall be compensated at two (2x) 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 - SKIDSTEER LOADERS, FORKLIFTS SERVICING

BRICK MASONS AND DRILLS

1. The operation of Skidsteer Loaders shall be assigned to Operating Engineers except as otherwise provided herein. Skidsteer Loaders, including those machines equipped with small jackhammers (pencil breakers) may be assigned to Laborers for the following work:

- (A) building demolition work (inside the structure);
- (B) minor excavation such as curb tear out, replacement and back filling;
- (C) raising, lowering or movement of manholes;
- (D) residential concrete work using one skidsteer loader. If more than one machine is used, additional machines shall be assigned to Operating Engineers.

2. Forklifts and Skid Steers with pallet fork attachments serving eight (8) or more Brick Masons on commercial projects shall be operated by Operating Engineers. Forklifts and Skid Steers with pallet attachments serving seven (7) or fewer Brick Masons on commercial projects may be assigned to Laborers.

3. Drilling operations using air track type machines shall be the jurisdiction of the Laborers. Drills where compressor units do not supply the power in the operation of the drill, shall be the jurisdiction of the Operating Engineers.

4. The provisions of this Section shall become effective June 1, 1995. Employers who have traditionally assigned any of the above described Skidsteer Loader operations to Laborers shall not be required to reassign such work to Operating Engineers but shall assign such work to Operating Engineers as the Laborer employees of the Employer currently assigned to such work leave the employ of the Employer through termination or retirement. Upon request, the Employer shall provide a list of the Laborer employees who are covered by this grandfather provision and shall notify the Operating Engineers when such Laborer employees terminate their employment or retire.

5. Grievances alleging violations of this Section shall be processed through the Grievance Procedure in Article II of this Agreement and shall not be considered to be jurisdictional disputes thereby excluded from the Grievance Procedure.

SECTION 13 - 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 14 - 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 Class III equipment in any combination on a job site where members of the bargaining unit are employed by the Employer:

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

5. One similar piece of equipment.

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.

B. In the event an Employer uses any one of the following (B) 1, (B) 2, (B) 3 on a job site where members of the bargaining unit are employed by the Employer:

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 inches (3") each;
and
3. One (1) or two (2) four inch (4") electric submersible pumps.

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.

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., or 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 15 - 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 on such other days as the regular daytime crew are conducting full scale 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 anytime 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 inches (75") discharge.

When a discharge exceeds seventy-five inches (75") or when the Combination of A & C does not apply the Employer shall require a second full-time pump operator - Monday through Friday on the same basis as stated above. However, the Employer may assign the second pump operator to the second 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 inches (175").

When a discharge exceeds one hundred seventy-five inches (175"), the Employer shall require a third 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 shift.

The conditions set forth herein for the first pump operator are also applied to the second and third 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

inches (15") discharge.

C. In the event the Employer uses one (1) or two (2) four inch (4") 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 eight inches (8") discharge.

D. In the event the Employer uses more than one (1) or two (2) four inch (4") electric submersible pump or any electric submersible pump larger than four inches (4") 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 inches (150") discharge.

COMBINATION A & C

An employee may be assigned to operate and maintain 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 rate of pay.

SECTION 18 - ELECTRIC SUBMERSIBLE PUMPS - TUNNELS, ETC.

The Employer shall require a full time pump operator when B or C of Section 17 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 are 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 inches (30"). In this case, a second pump man shall be assigned to the second shift - Monday through Friday and on such other days as the regular second shift crew is conducting full scale job operations.

In the event the total pump discharge on the project exceeds sixty inches (60") a third pump man shall be assigned to the third 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 mechanics.⁸

ARTICLE VIII

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 Engineer in charge of the plant.

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

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

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 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 buildings not over fifty feet (50') in height above the grade line, said fifty feet (50') feet to be exclusive of penthouse, parapet wall or chimney above the roof, shall not require an Engineer.

If more than one (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 feet (50') in height, as described an Engineer must be utilized.

SECTION 5 - GENERATORS

Generators 50kw and over used to operate equipment equipped with electric motors such as but not limited to Crushers shall have a Class III operator assigned to maintain the generator.

Generators 50kw and over used to operate equipment equipped with electric motors such as but not limited Tower Cranes (for the purpose of this section tower cranes shall include GCI, Luffers and Hammer Heads) shall have an apprentice assigned to maintain the generator. The apprentice while not actively engaged in the maintenance of the generator will be considered a utility man, who may operate a skidsteer or forklift to service the job.

ARTICLE IX

SECTION 1 - WAGE RATES AND FRINGE BENEFITS⁵

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 (RMSP)	\$4.65	\$4.90	\$5.15
PENSION	\$15.05	\$15.50	\$16.00
RETIREMENT ENHANCEMENT FUND	\$3.55	\$3.80	\$4.05
VACATION SAVINGS	\$2.00	\$2.00	\$2.00
APPRENTICESHIP AND SKILL IMPROVEMENT FUND	\$2.40	\$2.55	\$2.70
INDUSTRY ADVANCEMENT FUND AND CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$1.45	\$1.58	\$1.68

	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>
CRAFT FOREMAN	\$57.60	\$59.10	\$60.60
ASSISTANT CRAFT FOREMAN	\$57.35	\$58.85	\$60.35
A/D Director	\$57.60	\$59.10	\$60.60
⁹ CERTIFIED FRICTION CRANE OPERATOR MECHANICS AND WELDERS	\$56.60	\$58.10	\$59.60
⁹ CERTIFIED CRANE OPERATOR REQUIRING AN OILER	\$55.60	\$57.10	\$58.60
GRADALL	\$54.60	\$56.10	\$57.60
⁹ CERTIFIED CRANE OPERATOR REQUIRING NO OILER	\$55.60	\$57.10	\$58.60
¹⁰ CRANE OPERATORS WORKING FOR CRANE RENTAL COMPANIES	+5%	+5%	+5%
CERTIFIED FINISH BLADE	\$55.60	\$57.10	\$58.60
CERTIFIED EXCAVATOR	\$55.60	\$57.10	\$58.60
CERTIFIED DOZER	\$55.60	\$57.10	\$58.60

⁹ City of Chicago Crane License and/or Local 150 Advanced Crane Certification
¹⁰ Crane Operators refer to Addendum 2 of this Agreement

CLASS I	6/1/21	6/1/22	6/1/23
¹¹ ASPHALT PLANT	\$53.60	\$55.10	\$56.60
ASPHALT SPREADER	\$53.60	\$55.10	\$56.60
¹¹ AUTOGRADE	\$53.60	\$55.10	\$56.60

CLASS I	6/1/21	6/1/22	6/1/23
¹¹ BATCH PLANT	\$53.60	\$55.10	\$56.60
BENOTO (REQUIRES TWO ENGINEERS)	\$53.60	\$55.10	\$56.60
BOILER AND THROTTLE VALVE	\$53.60	\$55.10	\$56.60
¹¹ CAISSON RIGS	\$53.60	\$55.10	\$56.60
¹¹ CENTRAL REDI-MIX PLANT	\$53.60	\$55.10	\$56.60
COMBINATION BACKHOE FRONT ENDLOADER MACHINE	\$53.60	\$55.10	\$56.60
COMPRESSOR AND THROTTLE VALVE	\$53.60	\$55.10	\$56.60
¹¹ CONCRETE BREAKER (TRUCK MOUNTED)	\$53.60	\$55.10	\$56.60

¹¹ Requires Oiler

CONCRETE CONVEYOR	\$53.60	\$55.10	\$56.60
CONCRETE CONVEYOR (TRUCK MOUNTED)	\$53.60	\$55.10	\$56.60
¹¹ CONCRETE PAVER OVER 27E CU. FT.	\$53.60	\$55.10	\$56.60
CONCRETE PAVER 27E CU. FT. AND UNDER	\$53.60	\$55.10	\$56.60
¹¹ CONCRETE PLACER	\$53.60	\$55.10	\$56.60
CONCRETE PLACING BOOM	\$53.60	\$55.10	\$56.60

¹¹Requires Oiler

CLASS I	6/1/21	6/1/22	6/1/23
CONCRETE PUMP (TRUCK MOUNTED)	\$53.60	\$55.10	\$56.60
CONCRETE TOWER	\$53.60	\$55.10	\$56.60
¹¹ CRANES, ALL NON-CERTIFIED	\$53.60	\$55.10	\$56.60
CRANES, HAMMERHEAD	\$53.60	\$55.10	\$56.60
¹¹ CRANES (GCI AND SIMILAR TYPE – REQUIRES TWO OPERATORS ONLY)	\$53.60	\$55.10	\$56.60
CRETER CRANE	\$53.60	\$55.10	\$56.60
SPIDER CRANE	\$53.60	\$55.10	\$56.60
CRUSHER, STONE, ETC.	\$53.60	\$55.10	\$56.60

DERRICKS, ALL	\$53.60	\$55.10	\$56.60
¹¹ DERRICKS, TRAVELING	\$53.60	\$55.10	\$56.60
¹¹ DRILLS ALL	\$53.60	\$55.10	\$56.60
¹² FORMLESS CURB AND GUTTER MACHINE	\$53.60	\$55.10	\$56.60
GRADER, ELEVATING	\$53.60	\$55.10	\$56.60
GROUTING MACHINES	\$53.60	\$55.10	\$56.60
HEAVY DUTY SELF-PROPELLED TRANSPORTER OR PRIME MOVER	\$53.60	\$55.10	\$56.60
HIGHLIFT SHOVELS OR FRONT ENDLOADERS 2-1/4 YD. AND OVER	\$53.60	\$55.10	\$56.60

¹¹Requires Oiler

¹²Requires Oiler Pursuant to Article VII

CLASS I	6/1/21	6/1/22	6/1/23
HOISTS, ELEVATORS, OUTSIDE TYPE RACK AND PINION AND SIMILAR MACHINES (REFER TO ARTICLE VII, SECTION 13)	\$53.60	\$55.10	\$56.60
HOISTS, ONE, TWO AND THREE DRUM	\$53.60	\$55.10	\$56.60
HOISTS, TWO TUGGER ONE FLOOR	\$53.60	\$55.10	\$56.60
¹² HYDRAULIC BACKHOES	\$53.60	\$55.10	\$56.60
HYDRAULIC BOOM TRUCKS	\$53.60	\$55.10	\$56.60
¹³ HYDRO VACUUM, HYDRO EXCAVATION (AND SIMILAR EQUIPMENT)	\$53.60	\$55.10	\$56.60
LOCOMOTIVES, ALL MOTOR PATROL	\$53.60	\$55.10	\$56.60
LUBRICATION TECHNICIAN	\$53.60	\$55.10	\$56.60
¹⁴ MANIPULATORS	\$53.60	\$55.10	\$56.60
¹² PILE DRIVERS AND SKID RIG	\$53.60	\$55.10	\$56.60
POST HOLE DIGGER	\$53.60	\$55.10	\$56.60
PRE-STRESS MACHINE	\$53.60	\$55.10	\$56.60
¹¹ PUMP CRETES DUAL RAM (REQUIRING FREQUENT LUBRICATION AND WATER)	\$53.60	\$55.10	\$56.60

¹¹Requires Oiler

¹²Requires Oiler Pursuant to Article VII

¹⁴To be manned pursuant to the letter dated May 2, 1977

¹³ 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.

CLASS I	6/1/21	6/1/22	6/1/23
¹¹ PUMP CRETES: SQUEEZE CRETES SCREW TYPE PUMPS, GYPSUM BULKER AND PUMP	\$53.60	\$55.10	\$56.60
¹⁴ RAISED AND BLIND HOLE DRILL	\$53.60	\$55.10	\$56.60
¹¹ ROTO MILL GRINDER (36" AND OVER)	\$53.60	\$55.10	\$56.60
ROTO MILL GRINDER (LESS THAN 36")	\$53.60	\$55.10	\$56.60
¹¹ SLIP FORM PAVER	\$53.60	\$55.10	\$56.60
¹¹ SOIL TEST DRILL RIG (Truck Mounted)	\$53.60	\$55.10	\$56.60
STRADDLE BUGGIES	\$53.60	\$55.10	\$56.60
¹¹ TIEBACK MACHINE	\$53.60	\$55.10	\$56.60
TOURNAPULL	\$53.60	\$55.10	\$56.60
TRACTOR WITH BOOM, AND SIDE BOOM	\$53.60	\$55.10	\$56.60
¹⁴ TRENCHING MACHINES	\$53.60	\$55.10	\$56.60

¹¹Requires Oiler/Helper

¹²Requires Oiler Pursuant to Article VI

¹⁴To be manned pursuant to the letter dated May 2, 1977

CLASS II	6/1/21	6/1/22	6/1/23
BOILERS	\$52.30	\$53.80	\$55.30
BROOM, ALL POWERED PROPELLED	\$52.30	\$53.80	\$55.30
BULLDOZERS	\$52.30	\$53.80	\$55.30
CONCRETE MIXER (TWO BAGS AND OVER)	\$52.30	\$53.80	\$55.30
CONVEYOR, PORTABLE	\$52.30	\$53.80	\$55.30
FORKLIFT TRUCKS	\$52.30	\$53.80	\$55.30
HIGHLIFT SHOVELS OR FRONT ENDLOADERS UNDER 2-1/4 YD.	\$52.30	\$53.80	\$55.30
HOISTS, AUTOMATIC	\$52.30	\$53.80	\$55.30
HOISTS, INSIDE ELEVATORS (REFER TO ARTICLE VII, SECTION 13)	\$52.30	\$53.80	\$55.30
HOISTS, SEWER DRAGGING MACHINE	\$52.30	\$53.80	\$55.30
HOISTS, TUGGER SINGLE DRUM	\$52.30	\$53.80	\$55.30
¹⁵ LASER SCREED	\$52.30	\$53.80	\$55.30
ROCK DRILL (SELF-PROPELLED)	\$52.30	\$53.80	\$55.30

CLASS II	6/1/21	6/1/22	6/1/23
¹¹ ROCK DRILL (TRUCK MOUNTED)	\$52.30	\$53.80	\$55.30
ROLLERS, ALL	\$52.30	\$53.80	\$55.30
STEAM GENERATORS	\$52.30	\$53.80	\$55.30
TRACTORS, ALL	\$52.30	\$53.80	\$55.30
¹⁶ TRACTOR DRAWN VIBRATORY ROLLER (RECEIVES AN ADDITIONAL \$.50 PER HOUR)	\$52.30	\$53.80	\$55.30
WINCH TRUCKS WITH "A" FRAME	\$52.30	\$53.80	\$55.30

¹¹Requires Oiler

¹⁵These wage classifications become effective June 1, 1995 and apply only where Employers have determined to assign the operation of such machinery to employees represented by Local 150

¹⁶Vibratory Roller- An additional fifty cents (\$.50) per hour plus the hourly wage rate of the machine pulling such roller

CLASS III	6/1/21	6/1/22	6/1/23
AIR COMPRESSOR - SMALL 350 AND UNDER (1 TO 5 NOT TO EXCEED A TOTAL OF 300 FT.)	\$49.75	\$51.25	\$52.75
AIR COMPRESSOR – LARGE OVER 350	\$49.75	\$51.25	\$52.75
COMBINATION – SMALL	\$49.75	\$51.25	\$52.75

CLASS III	6/1/21	6/1/22	6/1/23
EQUIPMENT OPERATOR			
GENERATORS – SMALL 50KW AND UNDER	\$49.75	\$51.25	\$52.75
GENERATORS-LARGE OVER 50KW	\$49.75	\$51.25	\$52.75
HEATERS, ALL	\$49.75	\$51.25	\$52.75
HOISTS, INSIDE	\$49.75	\$51.25	\$52.75
ELEVATORS (REMODELING OR RENOVATION WORK REFER TO ARTICLE VI, SECTION 14)	\$49.75	\$51.25	\$52.75
HYDRAULIC POWER UNITS (PILE DRIVING, EXTRACTING AND DRILLING)	\$49.75	\$51.25	\$52.75
¹⁵ LOW BOYS	\$49.75	\$51.25	\$52.75
PUMPS, OVER 3" (1 TO 3 NOT TO EXCEED A TOTAL OF 300 FT.)	\$49.75	\$51.25	\$52.75
¹⁷ PUMPS, WELL POINTS SYSTEMS	\$49.75	\$51.25	\$52.75
WELDING MACHINES (2 THROUGH 5)	\$49.75	\$51.25	\$52.75
WINCHES, 4 SMALL ELECTRIC DRILL WINCHES	\$49.75	\$51.25	\$52.75

¹⁵ These wage classifications become effective June 1, 1995 and apply only where Employers have determined to assign the operation of such machinery to employees represented by Local 150

¹⁷ An Operating Engineer operating and maintaining and servicing a Well Point System.

CLASS IV	6/1/21	6/1/22	6/1/23
BOBCATS AND/OR OTHER SKIDSTEER LOADERS	\$48.00	\$49.50	\$51.00
BRICK FORKLIFTS	\$48.00	\$49.50	\$51.00
OILER/HELPER	\$48.00	\$49.50	\$51.00

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

FRINGE BENEFITS FOR FIRST AND SECOND YEAR APPRENTICES

FRINGE BENEFITS	6/1/21	6/1/22	6/1/23
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 AND SKILL IMPROVEMENT FUND	\$2.40	\$2.55	\$2.70
INDUSTRY ADVANCEMENT FUND AND CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$1.45	\$1.58	\$1.68

FRINGE BENEFITS FOR THIRD AND FOURTH YEAR APPRENTICES

FRINGE BENEFITS	6/1/21	6/1/22	6/1/23
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 AND CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	\$1.45	\$1.58	\$1.68

WAGES FOR APPRENTICES

	6/1/21	6/1/22	6/1/23
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 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 that rate provided for the classification of machine the apprentice may be operating as contained in Article IX 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 Apprentices.

SECTION 3 - 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 4 - 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 5 - 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 are 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 6 - JURISDICTIONAL DISPUTES

A. ALL COUNTIES (EXCLUDING COOK)

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.

B. COOK COUNTY

It is understood and agreed that the parties to this Agreement shall be bound to the provisions of the Standard Agreement establishing the Joint Conference Board as if set forth in full herein.

ARTICLE X-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 IV, 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.

Of the CRF contributions, TWELVE CENTS (\$0.12) per hour for each hour for which contributions are made will be distributed as follows: Contractors Association of Will & Grundy Counties with FOURTEEN PERCENT (14%); Excavators, Inc. (a not-for-profit corporation) with THIRTY THREE PERCENT (33%); and Mid-America Regional Bargaining Association (MARBA Industry Advancement Fund (MARBA IAF), a not-for-profit corporation) with FIFTY THREE PERCENT (53%); and ONE CENT (\$0.01) per hour for each hour for which contributions are made will be distributed to the Construction Industry Service Corporation ("CISCO"), a not-for-profit corporation. The remaining amount, 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.

Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the CRF and/or any of the entities to which it distributes contributions, the

right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during a period of work stoppage or strikes. MARBA IAF, Excavators, Inc. CISCO and all other recipients of CRF funds shall report annually to the CRF, giving a complete review of their activities and the activities of any of their members, including a certified audit showing the CRF disbursements. The CRF shall report annually to Local 150, IUOE, giving a complete review of its activities and a certified audit showing the Fund disbursements. Said review and audit to be furnished no later than May 1st of each year.

The administration of this Fund shall be solely in the hands of the CRF and no Employer shall pay or deliver any funds to any representative of his employees. The Fund and the Trustees thereof, agree to indemnify and hold harmless the Union, its officers, agents, representatives and members from any claim, suit, cause of action, or otherwise as regards a creation of the Fund, 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.

The Association agrees to indemnify and hold harmless the Union, its Officers, Agents, Representatives and members from any claim, suit, cause of action, or otherwise as regards the collection and transmission of Industry Advancement Fund collections.

ARTICLE XI

DUES CHECK OFF

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 the Midwest Operating Engineers Fringe Benefit Fund, 6150 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 collections.

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.

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 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 void provision here were not a part thereof, 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 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.

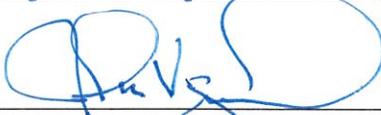
EFFECTIVE DATE

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, 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 herein shall notify the other in writing of its intention to terminate. It is contemplated that the parties will, in said sixty (60) days period meet with each other to negotiate a new agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of JUNE, 2021.

REPRESENTING THE EMPLOYER:
**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION ON
BEHALF OF ITS MEMBERS**

By: 
David J. Rock
Its: Craft Comm. Fee Co-Chair

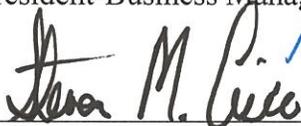
By: 
John Vignocchi
Its: Craft Committee Co-Chair

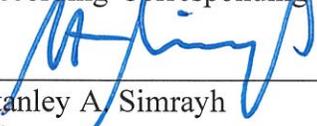
By: 
Michael Wysocky
Its: Craft Committee member

MARBA
2720 River Road, Room 222
Des Plaines, Illinois 60018
847-699-1283
847-699-9947 (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
Recording-Corresponding Secretary

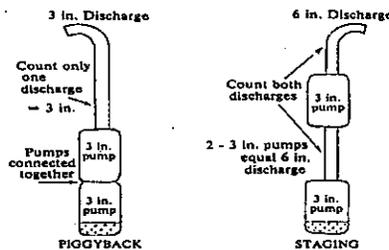
By: 
Stanley A. Simrayh
Director

IUOE Local 150
6200 Joliet Road
Countryside, Illinois 60525
708-482-8800
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)



**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION:**

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

MEMORANDUM of CLARIFICATION/SEWAGE PLANTS

Regarding application of Illinois Building/Heavy and Highway and Underground Agreements of Local 150 IUOE which expire on June 30, 1981 in their application to:

SEWAGE PLANTS

This memorandum based on a site visit to the Aurora Sewage Plant, Montgomery, Illinois (See minutes Case No. 79-17 and Joint Grievance Committee Minutes, January 4, 1980,) (A.J. Lowe Co. vs. Local 150 IUOE) is effective July 15, 1980.

1. All sewer and watermain pipe outside of structure wall or building wall to be installed under the Heavy and Highway and Underground Agreement.
2. All sewer and watermain pipe inside a structure wall or building wall to be installed under the Illinois Building Agreement.
3. All air feed pipe and chemical feed pipe, even though installed underground, shall be installed under the Illinois Building Agreement.

**FOR THE ASSOCIATION:
MID-AMERICA REGIONAL
BARGAINING ASSOCIATION:**

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

COMPETITION COMMITTEE

The Union and the Association together shall create a Competition Committee.

This Committee shall consist of an equal number of members representing the Employer and Union with no less than three (3) persons from each group. The Union and/or Association may appoint alternate members.

The purpose of this Committee shall be to consider and implement under appropriate circumstance and base on adequate economic justification modification of the Agreement to apply to specific projects and/or geographic areas to assure continued work opportunities for employees working under this Agreement

REPRESENTING THE:
MID-AMERICA REGIONAL BARGAINING
ASSOCIATION ON BEHALF OF ITS
MEMBERS

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

WORK RULES COMMITTEE

Local 150, MARBA, Contractors Association of Will & Grundy Counties, and Excavators together shall create a Work Rules Committee, consisting of an equal number of members representing each party with no more than three (3) persons from each. Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, Work Rule changes to the Agreements.

No discussions by or meeting of the Committee shall be considered to be a reopening of the Agreements. At all times the no-strike and no-lockout provisions of the Agreements shall remain in full force and effect.

Any Work Rule changes proposed by the Committee must be ratified by Local 150, MARBA, Contractors Association of Will & Grundy Counties, and Excavators.

IN WITNESS WHEREOF, the parties have executed this Contract Extension Agreement on the dates set forth below.

REPRESENTING THE:
MID-AMERICA REGIONAL BARGAINING
ASSOCIATION ON BEHALF OF ITS
MEMBERS
EXCAVATORS, INC.

REPRESENTING THE:
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 drugs and alcohol abuse and the need to develop prevention and treatment programs. COMPANY NAME, and the signatory union 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 term "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. **Employee** - 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 except 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 PROCEDURES

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 use will not be hired.

B. Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated. Refusal to cooperate with testing procedures will be treated as the equivalent of a positive test.

C. Employees who refuse to cooperate with the testing procedures will be terminated.

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 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 for 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 part of a follow-up to 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 former 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.

ADDENDUM 2

LOCAL 150 BUILDING

CRANE RENTAL/EQUIPMENT RENTAL COMPANIES AGREEMENT

1. Crane Operators and oilers shall receive a sixteen (16) hour guarantee per week for work under the Building Agreement. Crane Operators and oilers dispatched from the hiring hall in their initial week of hire or as single day call outs will not be subject to the weekly guarantee unless they are call backs and have been in the employ of the hiring crane company within the previous twenty (20) calendar days. All hours worked or paid in a week shall apply towards the sixteen (16) hour guarantee.
2. Effective June 1, 2010, employees employed by employers primarily engaged in the crane rental/equipment rental business may be notified up until 10:00 p.m. of the previous day for a single shift operation or within six (6) hours after the end of the employees' shift on a multiple shift operation, by an authorized representative of the employer if there is no work the following day. Failure to notify the employee prior to 10:00 p.m. of the previous day for a single shift operation or within six (6) hours after the end of the employees' shift on a multiple shift operation entitles the employee to show-up time as defined by Article V, Section 2 of the IBA.
3. Crane Companies will pay Crane Operators and Oilers (only) an additional five (5) percent of their wage rate listed in this Agreement for each hour worked under the Building Agreement.

Note: The additional five (5) percent and call off provision does not apply to craft foreman, assistant craft foreman, mechanics, and truck drivers.

4. Definition of a Crane Company is a company whose primary business it is to rent cranes.

EMPLOYER PERSONNEL POLICY SIDE LETTER

The International Union of Operating Engineers, Local 150, AFL-CIO, ("Local 150"), and the Mid-America Regional Bargaining Association ("MARBA") are currently parties to collective bargaining agreements known as the Illinois Heavy, Highway, and Underground Agreement and the Illinois 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 29th day of JUNE, 2021.

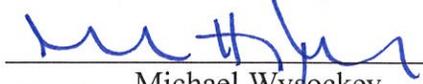
REPRESENTING THE EMPLOYER:
**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION ON
BEHALF OF ITS MEMBERS:**

By: 
David J. Rock

Its: Craft Committee Co-Chair

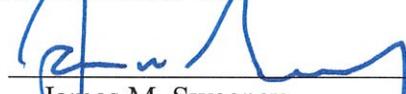
By: 
John Vignocchi

Its: Craft Committee Co-Chair

By: 
Michael Wysocky

Its: Craft Committee member

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
Director

MARBA
2720 River Road, Room 222
Des Plaines, Illinois 60018
847-699-1283
847-699-9947 (Fax)

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.

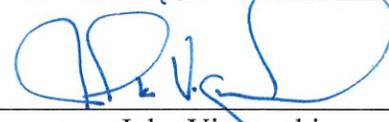
If no such apprentices are available, journeymen will be provided by the Union and they may be paid at the third-year apprentice first half rate, with full journeyman benefits, for non-prevailing wage work.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of JUNE, 2021.

REPRESENTING THE EMPLOYER:
**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION ON
BEHALF OF ITS MEMBERS:**

By: 
David J. Rock

Its: Craft Committee Co-Chair

By: 
John Vignocchi

Its: Craft Committee Co-Chair

By: 
Michael Wysocky

Its: Craft Committee member

MARBA
2720 River Road, Room 222
Des Plaines, Illinois 60018
847-699-1283
847-699-9947 (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

Recording-Corresponding Secretary

By: 
Stanley A. Simrayh

Director

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

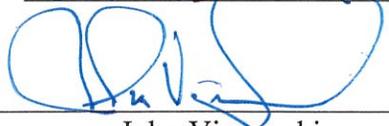
**LETTER OF UNDERSTANDING
REGARDING RANDOM DRUG TESTING**

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.

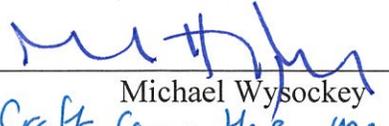
**REPRESENTING THE EMPLOYER:
MID-AMERICA REGIONAL
BARGAINING ASSOCIATION ON
BEHALF OF ITS MEMBERS:**

By: 
David J. Rock

Its: Craft Committee Co-Chair

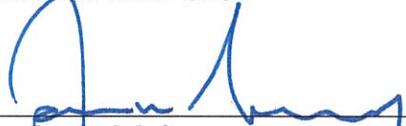
By: 
John Vignocchi

Its: Craft Committee Co-Chair

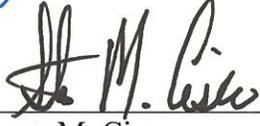
By: 
Michael Wysocky

Its: Craft Comm. Hk member

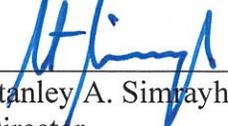
**REPRESENTING THE UNION:
INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 150 AFL-CIO**

By: 
James M. Sweeney

Its: President-Business Manager

By: 
Steven M. Cisco

Recording-Corresponding Secretary

By: 
Stanley A. Simrayh

Director

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.