

AGREEMENT BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NUMBER 841**

COVERING ALL CONSTRUCTION IN ILLINOIS

Illinois Highway

**District 3:
Ford and Iroquois Counties**

**District 5:
Champaign, Douglas, Edgar, and Vermilion Counties**

**District 7:
Coles, Clark, Clay, Cumberland, Crawford, Effingham, Edwards, Jasper,
Lawrence, Moultrie, Richland, Wabash, and Wayne Counties**

**Effective: January 1, 2019
Expires: December 31, 2021**

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PREAMBLE

This Agreement made and entered into by and between the **Associated General Contractors of Illinois** on behalf of such employers who so authorized them, and the **International Union of Operating Engineers, Local No. 841**.

Whenever any words are used in this agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply. Whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply and whenever any words are used in the plural, they shall also be construed to include the singular.

WITNESSETH:

That, whereas, it is believed to be of mutual advantage that a workable agreement shall exist between and among the Employers and the Union in the employment of Operating Engineers on all classes of public works engaged in by the Employers in the Counties of the State of Illinois, hereinafter listed; and

Whereas, the constitutional right of the employers to hire labor and the constitutional right of workmen and employees to labor for such compensation as may be agreed upon are mutually understood and respected by the Parties hereto; and

Whereas, unreasonable demands by organized labor and unreasonable requirements by employers of labor are believed to be of equal hardship to and upon the welfare of the people and upon the communities wherein the employers and employees reside, and that operating engineers should be paid and should be willing to work on a scale and basis commensurate with their skill and knowledge of their trade and in keeping with the wages and the standard of living in the communities wherein their work is performed.

It is therefore understood and agreed, by and between the Parties hereto, as follows:

ARTICLE 1 BARGAINING UNIT

The Employers recognize the International Union of Operating Engineers, Local No. 841, as the exclusive representative for the purpose of Collective Bargaining for all employees whose work is described, classified and set forth in this Agreement.

The Union recognizes the above-named association as the bargaining agent for such Employers who so authorize them. Individual employers signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association unless said non-member employer notifies the Union in Writing that it revokes such

authorization not more than 120 days and not less than 90 days prior to the expiration of this or any subsequent agreement. Further, said non-member employer agrees that notice served by the Union upon said Association and mediation services for re-opening, termination or commencement of negotiations shall constitute notice upon and covering the non-member employer signatory hereto.

To fully realize the bargaining stability and other benefits of multi-employer bargaining the parties agree further as follows:

- A. It is the intent of the parties hereto that a single-multi-employer bargaining unit shall encompass all employer parties to this Agreement. No other employer, or employer group may become a party hereto except under the above-described conditions, or by express written consent of the above-named parties.
- B. In the event that any other employer or employer group reaches an Agreement with the Union covering in any part the same work as this Agreement, that is in the opinion of the Association party hereto in any respect more favorable than this Agreement, then at the option of the said Association such more favorable provisions shall become a part of this Agreement as of the effective date of such other Agreement.
- C. Where this Agreement and any other Agreement between the Parties or between the Union and any individual signatory employer in any respect overlap, this Agreement shall supersede such other Agreement.

ARTICLE 2 WORK COVERED

This Agreement generally covers: All construction work commonly referred to as highway/heavy, utility, and building construction, as more specifically described below:

- 1.) **Highway:** Highway, streets, bridges, airports, and grading, drainage and waterlines work let in connection with highways, streets, bridge, and airport projects within the project limit.
- 2.) **Heavy:** Heavy construction railroad, flood control projects and levees except such work as let with building project or within the building project limit.
- 3.) **Utility:** Underground utility work and grading in subdivisions, sewers, waterlines and gas lines.
- 4.) **Building:** All construction work inside the established property boundary lines and construction work outside the boundary lines that is incidental to the construction work inside the boundary line of public and private utility plants, office and commercial building, schools, universities, colleges, churches, refineries, chemical plants, water, oil, gas, chemical tanks, pumping stations, disposal plants, apartment houses, factories, grain elevators, towers, house and all other work let as a building contract except such as are incidental to street or highway

improvement and work covered by the underground utilities and subdivision Agreements of Local No. 841.

5.) The local production of material, whether such materials are produced by the contractor himself or for his own use. Local production of materials is construed to be the production of crushed stone, gravel and/or materials with portable or semi-portable crushing, screening or washing plants established or reopened or to be incorporated into the work on a designated project or projects.

Definitions

An industrial project shall mean all work done on the premises of the owner building such industrial plants. A commercial project shall mean all work done on the premises of the owner building such commercial establishment. Educational facilities shall be included in commercial classification.

This Agreement shall have effect and cover employees performing work covered by **Article 2** of this Agreement for the Employer and all job site equipment repairs and maintenance which has been or may be awarded to the International Union of Operating Engineers and without limiting the foregoing all classifications of employees listed in **Article 7** and any additional thereto during the life of this Agreement. Provided however, that this Agreement does not cover warranty and specialized mechanics who are not employees of the employer. Such mechanics may perform job site repair or job site maintenance if assisted by an employee covered by this agreement.

Exceptions

This Agreement shall not apply to permanent sand and gravel pits, permanent rock quarries, permanent ready mix concrete plants and/or materials yards.

ARTICLE 3 TERRITORY

This Agreement shall cover work done in the following counties of Illinois: Iroquois, Ford, Vermilion, Champaign, Moultrie, Douglas, Edgar, Coles, Cumberland, Clark, Effingham, Jasper, Clay, Crawford, Richland, Lawrence, Wayne, Edwards and Wabash.

ARTICLE 4 JURISDICTION

This Agreement shall cover all Operating Engineers who are engaged in erecting, dismantling, and repairing, operating or assisting in operating, the repairing of all hoisting and portable machines, all refrigerating machines or units and engines used on open and heavy construction work, all hoisting and portable machines and engines used in or upon wrecking, digging, boring, building, and erecting foundations, buildings, tunnels, and subways, dams, reservoirs, disposal plants, bridges, railroads, streets (paving and repair), road building construction (including grading and repair), sewers, water, gas and oil lines, allotment development construction,

harbor and river dredging, the construction and repair of all docks, wharves, piers, shipyards and sea walls; all temporary sand, gravel and stone pits, quarries and material yards; sand rock and gravel screening machines, motor generators (when used for welding and cutting or for converting or transforming electric currents, irrespective of their motive power); all machines used to sweep, clean and remove debris and snow from streets and roads; all mine hoists, telfers, grab buckets, pumps, siphons, pulsometers, generators, concrete mixers (irrespective of capacity), concrete pumps of all sizes and capacities, stone crushers, air compressors, all water-test and blast-hole drilling machines; all sand blasting and other machines; and boilers used in the cleaning and washing of buildings, all boilers (irrespective of size) used for furnishing temporary heat on buildings under construction, or for the heating of all material, or heating water, or furnishing steam for the operation of all machines, engines and other appurtenances herein specified; all locomotives, tractor and truck type cranes; all derricks, boom hoists (of all description and capacities), and automatic hoists; house and elevators (permanent and temporary) used for hoisting building material or lowering debris or carrying workmen from floor to floor in building under construction and repair, all street rollers, steam and other motive power shovels, all LeTourneau and other types of scoops, pull shovels, mucking machines, draglines and cableways; all clam shell and orange peel buckets when used in connection with any machine or with derrick or boom hoist for excavating, handling, storing, loading, or unloading materials; all land and floating pile drivers, floating derrick barges and boats, floating and self-propelled dredges and rock drilling plants, all dinkey and standard locomotives, derrick cars, tractors, all tractor propelled machinery, all power and elevator graders, scarifiers, bulldozers, Barber Green Loaders, all trenching and ditching machines, all mechanical hoe-type machines, back fillers and conveyors, all cranes and derricks, machines, engines and boilers used in asphalt and concrete mixing plants and all other engines and machines **irrespective of motive power or method of control (including remote)**, used on building and construction work, or in the loading, unloading, or storage of commodities at or in terminals.

ARTICLE 5 UNION SECURITY

All employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union on or after the eighth day following the beginning of their employment or the effective date of this clause, or the signing of this Agreement, whichever is the later. Provided, that no Employer or the Union shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to other members, or if membership was denied the employee or terminated for reasons other than the failure of the employee to tender the periodic dues, any applicable working dues assessment as negotiated, and the initiation fees uniformly required as a condition of acquiring or retaining membership. Upon the failure of an employee to comply with the membership requirements set forth above, the Employer agrees upon written request from the Union to discharge said employee.

ARTICLE 6 SUBCONTRACTORS

The Employer agrees that he, or any of his subcontractors on the job site, will not contract or subcontract work to be done within the occupational jurisdiction of the Union, at the site of construction, alteration, painting, or repair of a building structure, or other work, except to a person, firm, or corporation, party to a current labor agreement with the Union, providing the subcontractor is given the opportunity to sign the same agreement as the prime contractor. Provided, however, that on signatory type work which is performed by specialty type subcontractors and where no signatory sub-contractors are available, and upon mutual agreement between the Employer and the Business Representative, the above provision shall not apply.

ARTICLE 7 CLASSIFICATIONS, WAGES, CONTRIBUTIONS, & DEDUCTIONS

All employees shall take the classification with respect to their work and duties, and shall receive the hourly rate of pay established for each classification as shown by Craft Classifications and Rate of Pay.

CRAFT CLASSIFICATIONS

(1.) Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Cranes, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type Machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer on Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoop-mobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines, including Well Testing, Caissons, Shaft or any similar type Drilling Machines, Motor Driven Paint Machine, **Longitudinal Joint Sealant Distributor with Generator (J BAN)**, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw (and similar types), Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart - Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, **Excavator (Track-Hoe), Hydro Excavators,** Farm Tractor

(With Attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Remote Control and walk behind Dingo with attachments, Remote control Mini Excavators, Wrecking Shears, Incinerator Operator, Water Blaster, Self-Propelled Power Broom, Heavy Equipment Robotics Operator/Mechanic, Ultra High Pressure Waterjet Cutting Machine Operator/Mechanic, Master Environmental Maintenance Mechanic, Horizontal Directional Drill Operator, Material Transfer Device, Post Driver, Recycling Paver, and Air Compressors over 600 Cu. Ft. Elevators for Hoisting of Men and/or Material, Straddle Buggy, Self-Propelled Concrete and Blacktop Curb Machine, Rotec (Creter Crane, Crawler Placer, Super Swinger, or similar type equipment).

The following list of equipment is included in Class (1) rates except where provisions of a prior agreement prohibit or where a contractor has established a practice of assignment to a different craft: Concrete Cleaning Decontamination Machine Operator, Vacuum Blasting Machine Operator/Mechanic, Horizontal Directional Drill Locator, Hot Crack Melter, and Off Road Haulers.

	Hourly	Health & Welfare	Pension	Qualified Savings	App & Trng
Current [4/1/18 - 3/31/19]:	\$41.00	\$9.60	\$7.00	\$3.50	\$1.05
Effective 4/1/2019:	(\$1.50 increase plus \$0.20 IAF total package \$63.95) [See Addendum A]				
Effective 4/1/2020:	(\$1.60 increase plus \$0.20 IAF total package \$65.55)				
Effective 4/1/2021:	(\$1.60 increase plus \$0.20 IAF total package \$67.15)				

Note: The IAF contribution of \$0.20 is effective April 1, 2019 and will remain at \$0.20 through March 31, 2021.

(2.) Concrete Mixers without Skips, Rock Crusher Ditching Machine under 6", One Drum Machines Without Tower or Boom, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps, or Welding Machines, within 400 feet, Air Compressor 600 cu. Ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Assistant Engineer, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting Material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Snooper Truck-Helper, Super Sucker (and similar type of equipment)

	Hourly	Health & Welfare	Pension	Qualified Savings	App & Trng
Current [4/1/18 - 3/31/19]:	\$25.90	\$9.60	\$7.00	\$3.50	\$1.05
Effective 4/1/2019:	(\$1.50 increase plus \$0.20 IAF total package \$48.85) [See Addendum A]				
Effective 4/1/2020:	(\$1.60 increase plus \$0.20 IAF total package \$50.45)				
Effective 4/1/2021:	(\$1.60 increase plus \$0.20 IAF total package \$52.05)				

Note: The IAF contribution of \$0.20 is effective April 1, 2019 and will remain at \$0.20 through March 31, 2021.

(3.) Certified Power Crane Operators (Truck or Crawler, Rough Terrain, Tower, Overhead, and Spyder Cranes)

	Hourly	Health & Welfare	Pension	Qualified Savings	App & Trng
Current [4/1/18 - 3/31/19]:	\$42.00	\$9.60	\$7.00	\$3.50	\$1.05
Effective 4/1/2019:	(\$1.50 increase plus \$0.20 IAF total package \$64.95) [See Addendum A]				
Effective 4/1/2020:	(\$1.60 increase plus \$0.20 IAF total package \$66.55)				
Effective 4/1/2021:	(\$1.60 increase plus \$0.20 IAF total package \$68.15)				

Note: The IAF contribution of \$0.20 is effective April 1, 2019 and will remain at \$0.20 through March 31, 2021.

A.) All equipment listed in the above classifications when manned will be manned by operating engineers irrespective of size, motive power, and method of operation.

B.) Any equipment or project not clearly classified above shall be classified upon the request of either Party at any time by a standing committee appointed in equal number by the Associations and the Union. Such equipment shall be placed within one of the classifications in this Agreement. Should the Employer and the Union fail to do so as a result of a disagreement, the Arbitration Procedure shall be followed.

C.) The parties agree that operating engineers covered by this Agreement who are operating certain types of cranes should work through the Joint Apprenticeship and Training Program of Local #841 to attain crane certification. Further, the parties agree that only the NATIONAL COMMISSION FOR THE CERFITICATION OF CRANE OPERATORS (NCCCO) and the Operating Engineers Certification Program (OECF) will be recognized as a certifying authority.

D.) Employees operating any booms from 149 ft. to 199 ft., including jib, shall receive an additional \$1.00 per hour above the regular rate. Employees operating any booms over 199 ft., including jib, shall receive an additional \$1.50 per hour above the regular rate.

E.) Employees operating a Tower Crane shall receive one (1) hour overtime pay per shift for inspection and climbing.

F.) Employees operating Scoops, Pulls or Tractors hooked in tandem or pulling in tandem or pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

G.) Engineers shall wash out, clean, and make all necessary repairs to their machines and shall receive the rate of wages applying to that day for the same. The installing or removing of Machinery, Pipe Fitting, Electrical, Cleaning and Repairing necessary to operate same is considered his class of work. .

H.) A twenty-five percent (25%) premium above the wage rate listed in **Addendum A** shall be paid when employees are working in underground storage projects; or when they work on projects designated as Hazardous Waste or Asbestos Removal Projects, where such employee(s) or their equipment come into direct contact with Hazardous Waste or Asbestos, and where such employee(s) are required to wear protective outer clothing and/or other protective apparatus.

I.) Contributions and deductions for each hour paid for or worked shall be as listed in Addendum A. Contributions to Health and Welfare, Qualified Savings, Central Pension Fund and the Apprenticeship & Training Fund are due on all hours worked or paid.

J.) No foreman or supervisor shall be allowed to operate, repair or maintain any mechanical equipment when such operator takes the job of an employee covered by this Agreement.

K.) All operating engineers employed in a supervisory capacity may be covered under the wage and fringe benefit package as outlined in **Article 7**.

L.) DOWNSTATE INFRASTRUCTURE AWARENESS AND ADVANCEMENT FUND

Section 1. The Employer and the Union shall establish a joint labor/management Board of Trustees which shall oversee a fund known as the Downstate Infrastructure Awareness and Advancement Fund. The aforementioned Board of Trustees shall be comprised of an equal number of Employer and Union Trustees. Its purpose shall be to educate and support elected officials who support issues important to down state's infrastructure. During the period April 1, 2019, through March 31, 2021, the Employer shall pay monthly into the Downstate Infrastructure Awareness and Advancement Fund (DIAAF) the amount as specified in **Article 7**, Section K, for each hour paid for or worked in the preceding month by all employees covered by this Agreement. Said payments shall be made on the date, in the manner and form, and in accordance with the rules and regulations as adopted by the trustees of said Fund. Negligence of the Employer in complying with this Article shall be deemed a direct violation of this Agreement.

Section 2. It is the intent of the Downstate Infrastructure Awareness and Advancement Fund to establish guidelines that if any local Union participating in this fund

is merged with another local Union outside the participating PAC local Unions, that the Union shall be notified that its participation may be terminated at the discretion of the trustees of the fund based on the original fund documents established by the trustees of said fund. All contributions on behalf of merged Local shall remain as part of this fund.

ARTICLE 8 HEALTH AND WELFARE

It is mutually agreed by the parties of this Agreement that the party of the first part covered herein shall become and/or continue to be a party of the Mid-Central Operating Engineers Health and Welfare Fund established by the International Union of Operating Engineers, Local Union No. 841. The contribution by the party of the first part shall be as provided in **Article 7** and the Addendums, provided such health and welfare plan meets all the requirements of state and federal laws and regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

ARTICLE 9 PENSION FUND

It is mutually agreed by the parties to this Agreement that the party of the first part covered herein shall become and/or continue to be a party of the Central Pension Fund of International Union of Operating Engineers and participating employers. The contribution by the party of the first part shall be as provided in **Article 7** and the Addendums, provided such pension fund meets all the requirements of state and federal laws and regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

It is expressly agreed that the Employer's total liability to the Central Pension Fund shall be strictly limited to the contribution specified in **Article 7** and the Addendums. This shall be construed to mean that Employers under this Agreement shall not be liable for any unfunded vested benefits or other unfunded liabilities of the Central Pension Fund.

ARTICLE 10 APPRENTICESHIP & TRAINING

It is mutually agreed by the Parties to this Agreement that the party of the first part covered herein shall become and/or continue to be a party of the Joint Apprenticeship and Training Trust established by the International Union of Operating Engineers, Local Union No. 841, provided such joint apprenticeship and training trust meets all the requirements of state and federal laws and regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

ARTICLE 11
IUOE LOCAL 841 QUALIFIED SAVINGS PLAN TRUST

The Employer hereby agrees to accept and be bound by the terms and conditions of the International Union of Operating Engineers Local No. 841 Qualified Savings Plan Trust Agreement, including any amendments or changes thereto, together with such plan rules and regulations that may be established from time to time, provided said trust agreement and plan rules and regulations are established and maintained in accordance with applicable state and federal laws and regulations and that such plan or fund receive and maintain a tax qualified status with the Internal Revenue Service. The Employer further agrees to accept as trustees those trustees selected in the manner provided in said trust agreement. The Employer further agrees to pay contributions into said plan or fund in such amounts as set forth in **Article 7** and the Addendums of this Agreement.

It is mutually agreed by the parties to this Agreement that the I.U.O.E. Local 841 Qualified Savings Plan Trust shall be established and maintained as a defined contribution plan rather than as a defined benefit plan, as defined under the terms of ERISA. Accordingly, contributing Employers shall have no liability to said plan or fund beyond the obligation to make such contribution payments as set forth in **Addendum A** of this Agreement and Article X of the Agreement and Declaration of Trust of the I.U.O.E. Local 841 Qualified Savings Plan Trust, as amended from time to time.

ARTICLE 12
FRINGE BENEFIT FUNDS

In the event the Board of Trustees determines the necessity of an increased contribution, said Board of Trustees shall notify Local 841, and Local 841 shall in turn notify AGC of Illinois in writing of such increase not less than thirty (30) days prior to each anniversary date of this Agreement. Any increase in employer contribution shall come out of the total increase negotiated for that period, whereupon an addendum in writing describing such change(s) shall be incorporated into this Agreement. It is understood that there shall be no transfer or redistribution of wages into fringe benefits except on the anniversary dates of this Agreement and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. For purposes of this clause only, anniversary dates are April 1, 2019, April 1, 2020, and April 1, 2021.

ARTICLE 13
INDUSTRY ADVANCEMENT FUND

1. Effective April 1, 2019 the EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$0.20) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement.

Effective April 1, 2020 the EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$0.20) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement.

Effective April 1, 2021 the EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$0.20) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement.

2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.

3. The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for.

4. Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.

5. The EMPLOYER and the Union agree that any action, including the filing of a lawsuit, by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an EMPLOYER to collect delinquent contributions under this Article, the EMPLOYER agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and cost.

ARTICLE 14 IUOE ENGINEERS POLITICAL EDUCATION COMMITTEE (EPEC) CHECK-OFF

This voluntary check-off is effective January 1, 2019 and expires at midnight December 31, 2021. However, each employee or Union shall first provide to the Employer a properly signed EPEC voluntary check-off authorization form after which the Employer shall deduct from the established wage rates \$0.10 per hour for each hour worked as set forth in the Addendum A.

The Union shall indemnify and hold harmless each Employer against any liability in the event that it is determined in any board, court or tribunal of competent jurisdiction that such deductions and payments are improperly or illegally made. The Local Union will maintain current dues check-off and EPEC authorization forms for each person referred to the Employer. Signatory contractors are entitled to view check-off authorization forms of workers they hire or can request copies of the same by facsimile or mail.

The costs of administering this payroll deduction for IUOE/EPEC are incorporated into the economic package provided under the terms of this Agreement.

ARTICLE 15
WORKING DUES ASSESSMENT

Upon receipt of an Employee's voluntary written authorization which shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever occurs sooner, and irrespective of the Employee's union membership, the Employer shall check off and deduct from wages each payroll period during the term of this Agreement such amount listed in Addendum A, as working dues as part of membership obligation to Local Union No. 841. Said deduction shall be made from earned pay on each regularly scheduled pay day and shall be remitted to Local Union No. 841 together with all necessary health and welfare, pension, annuity and apprenticeship and training contributions, but by separate check and with report of hours.

Authorization shall be automatically renewed and shall be irrevocable for successive period of one (1) year, unless proper notice of revocation is given, which notice must be in writing given to the Employer and the Local Union not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period of one (1) year, or each successive collective bargaining agreement between the Employer and the Local Union, whichever occurs sooner. In case no such notice is given, the authorization shall continue in effect from year to year until such notice is given.

ARTICLE 16
WORKING HOURS

A.) The regular work day shall consist of eight (8) consecutive hours commencing between 7:00 and 8:00 a.m. unless otherwise mutually agreed upon, with a meal period of one-half ($\frac{1}{2}$) hour on the employee's time. Employees shall be paid one and one-half (1 and $\frac{1}{2}$) times the regular rate of wages for all hours worked in excess of eight (8) hours per day or forty (40) hours in any five-day week. All hours shall be rounded up to the nearest half hour (i.e. any fractional part of a half hour worked shall be paid a half hour).

B.) Where legal, and when the employer notifies the Union prior to bidding or at the pre-job conference, the employer may work four (4) ten (10) hour days, Monday through Thursday, with overtime being paid after ten (10) hours in one day or forty (40) hours in one week or if an employee is required to work during their lunch period. However, there shall be no pyramiding of overtime. In the event of inclement weather, equipment breakdown, or restrictions are placed on the employer beyond his control, such as State imposed traffic restrictions, Friday may be used as a make-up day, however any employee required to work on Friday shall not work less than a full ten (10) hour shift. Any employee starting during the calendar week shall be paid in the same manner as the employee starting on Monday should Friday be used as a make-up day.

The employer agrees that when using this option it shall be for the duration of the job or until the employer notifies the Business Representative, one week in advance, that the employer elects to return to a five (5) day eight (8) hour schedule for the duration of the job, and cannot be changed again unless mutually agreed upon by the Business Representative and the Employer.

The payroll period must be such that no more than forty (40) straight time hours will be paid on any paycheck.

C.) All hours worked on Saturday shall be paid at one and one-half (1 and ½) times the regular rate of wages. All overtime shall be rounded up to the nearest half hour (i.e. any fractional part of a half hour worked shall be paid a half hour).

ARTICLE 17 HOLIDAYS

Double time shall be paid for all worked performed on Sunday and the following seven holidays:

New Year's Day	Thanksgiving Day
Fourth of July	Veterans Day (to be celebrated the day after Thanksgiving)
Memorial Day	Christmas Day
Labor Day	

No work shall be performed on Labor Day except to save life or property. When the holiday falls on Sunday, it shall be observed on Monday. If a holiday falls on any day other than a Sunday, it shall be celebrated that day.

ARTICLE 18 REPORTING & GUARANTEED HOURS

A.) The employee shall report every work day unless notified by the Employer two (2) hours prior to the scheduled start time, or as otherwise mutually agreed, and if not so notified shall receive two hours pay at the applicable rate for that day, but must remain on the job if requested. If he starts to work he shall be paid four hours and if he works over four hours he shall receive eight hours pay.

The engineer may be required by the Employer to remain on the job for the pay period to which he is entitled. If the operator leaves the job on his own accord he shall be paid only for the hours he actually worked. However, if he is sent home by the Employer or his representative he shall be paid in accordance with the preceding paragraph.

1.) If an employee starts to work he shall be paid for four (4) hours, and if he works more than four (4) hours he shall receive a full day's pay. Unless, however, work is stopped due to inclement weather or equipment breakdown or restrictions placed on the employer beyond his control, in which case employees shall be paid for actual hours worked, but not less than two (2) hours pay, unless otherwise agreed to between the Employer and the Business Representative prior to the start of work.

2.) On the four (4) day ten (10) hour schedule, if an employee reports to work, (s)he shall be paid two (2) hours and if the employee starts to work, (s)he shall be paid five (5) hours, and if (s)he works more than five (5) hours (s)he shall receive ten (10) hours pay. Unless, however, work is stopped due to inclement weather, equipment breakdown, or restrictions placed on the

employer beyond his control, in which case employees shall be paid for actual hours worked, but not less than two (2) hours pay, unless otherwise agreed to between the Employer and the Business Representative prior to the start of work. If an employee is required to work during inclement weather, other than shutting the job down, (s)he shall be paid ten (10) hours.

B.) Whenever an employee starts to work on Sunday or holidays or days observed as such, he shall be paid at least four (4) hours at the applicable premium rate of pay. All time worked beyond the first four (4) consecutive hours on Sunday or Holidays the employee shall be paid at the applicable premium rate of pay for the actual hours worked. When working a four (4) day ten (10) hour schedule, the four (4) hours in the preceding sentence becomes five (5) hours. Unless, however, work is stopped because of inclement weather or equipment breakdown, in which case employees shall be paid at the applicable premium rate of pay for actual hours worked, but not less than two (2) hours pay, unless otherwise agreed to between the Employer and the Business Representative prior to start of work.

C.) Whenever an employee starts to work on Saturday, he shall be paid for actual hours worked or a minimum of two (2) hours.

ARTICLE 19 SHIFT WORK

Where the Employer elects to work two (2) shifts, each such shift shall be not less than eight (8) hours, and in no case have less than three consecutive working days, except when the job is a continuous concrete pour or pumping operation.

On a two (2) shift job, if the Employer elects to start the first shift prior to the normal starting time 7:00 a.m., both shifts shall be entitled to a one-half (½) hour paid meal period. If the Employer elects to start the first shift at 7:00 a.m. to 8:00 a.m. or later, the first shift will be treated then as a normal single shift, but the second shift will be paid a seventy-five (\$.75) cents per hour premium and be entitled to a one-half (1/2) hour paid meal period.

On a three (3) shift job, the regular work day of the first shift shall consist of eight (8) consecutive hours commencing at 8:00 a.m. with a meal period of one-half (½) hour on the employer's time. The regular work day of the second shift shall consist of eight (8) consecutive hours commencing at 4:00 p.m. with a meal period of one-half (½) hour on the Employer's time, plus seventy-five cents (\$.75) per hour premium. The regular work day of the third shift shall consist of eight (8) consecutive hours commencing at 12:00 midnight with a meal period of one-half (½) hour on the Employer's time, plus seventy-five cents (\$.75) per hour premium.

If the Employer calls for the second or third shift, or both, the men sent to the job shall be guaranteed a minimum of three consecutively scheduled shifts, starting as of that date, or will be paid at the rate of one and one-half times the regular rate of pay for whatever shifts they do work under three, unless restrictions are placed on the employer beyond his control.

There shall be no split shifts.

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

Special Shift: If a special shift is required by an owner, or if the Employer is required to perform work which cannot be performed during regular working hours, employees may, with prior notification by the Employer to the Union, work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. **When special shift work is performed on weekends and holidays all applicable premium rates shall apply in addition to the \$1.50 an hour.** The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

ARTICLE 20 EMERGENCY WORK

In the event an employee has completed his regular shift and left the site of the work and is called back to perform work of emergency nature, such employee shall be paid at least two (2) hours at the applicable overtime rate.

ARTICLE 21 Assistant Engineer

There must be a fireman or **assistant engineer** on all cranes, **Drill Rigs (Hanging, track mounted gantry drills, and excavator attachment type)**, CMI or similar equipment, backhoes, skimmer scoops, clamshells, draglines, shovels, locomotive cranes, caterpillar cranes, pile drivers, derricks, dual drum paver, ditching machine (24" or over), portable rock crushers and gravel processing machines. **An assistant engineer** need not be employed on cranes, clamshells or draglines when used for batching materials on work covered by this Agreement. **Assistant engineers need not be employed on all Rough Terrain Hydraulic Cranes (cherry picker) type machines and Creter Cranes under ninety-one thousand (91,000) pounds gross vehicle weight, Boom Trucks, and hydraulic truck cranes forty-five tons lifting capacity or under that have a remote driver kit installed, and further they need not be employed on crawler cranes forty-five (45) tons or under when used on small bridge jobs where only one such crane is in use.**

Assistant engineers need not be employed on hydraulic type excavators that have a gross operating weight of 130,000 pounds or less, provided, however, that where no **assistant engineer** is employed the operator shall receive one-half (½) hour at overtime rate per shift to service and maintain said equipment. The operator may be required to either stay on the job or come in early to receive one-half (½) hour overtime pay.

ARTICLE 22
ASPHALT PLANT CREWS

If an Employer has one portable, semi-portable or permanent asphalt plant, three (3) Operators are required. If an Employer has two (2) or more asphalt plants, each shall be operated with three (3) journeyman operators and the Employer will have an extra qualified journeyman operator available to ensure that three (3) operators are available for each plant in operation. The Plant Engineer shall be in charge of the Plant, under the supervision of the Employer's representative. Provided, however, that an Asphalt Plant may be operated without a minimum crew at the Plant or on the lay down crew and without any restrictions on changes of machines when engaged on other than highway or street work and producing less than 500 tons of asphalt per day.

ARTICLE 23
MECHANICS - REPAIR WORK

It is agreed that when a machine breaks down and repair work is begun thereon by the mechanic, the engineer shall be retained to assist the mechanic at the regular rate of wages for the completion of the shift.

In case repair work on a machine is of some length or there is a delay in waiting for parts, the engineers regularly assigned to a particular machine may be retained in the shop or placed on another piece of equipment provided there is no other engineer(s) assigned to said piece of equipment; otherwise, it shall be optional with the Employer if engineers are retained for any length of time while any assistance the mechanic needs shall be the engineer assigned to operate the machine being repaired or another employee in the Bargaining Unit covered by this Agreement.

Mechanics using their own trucks and tools shall receive five dollars (\$5.00) per hour for expense over and above the regular rate, to be on a separate check.

When repair work is being done on a crane and the engineer thereon retained to do such repairs to or assist the mechanic, the Oiler shall also be retained as a mechanic's helper until the completion of the shift.

ARTICLE 24
MASTER MECHANIC

Master Mechanic - A Master Mechanic shall be employed by the Employer where twenty (20) or more employees in the bargaining unit are employed on any one project by any one Employer. Master Mechanics are employed for their knowledge in the repair and maintenance of various machines used in the construction industry and shall also work with the tools of the trade relating to the repair and maintenance on all machines coming within the jurisdiction of the bargaining unit. They shall also have a working knowledge of the qualifications of the men working for their Employer. Such individual or individuals shall not exercise any of the functions

customarily performed by supervisors as defined in the National Labor Relations Act, as amended. In no way shall the Master Mechanic be deemed to be an agent of the Union. He shall receive thirty cents (\$.30) per hour above the rate for Group 1.

ARTICLE 25 UTILITY OPERATORS / FOREMAN

Utility Operators - On building construction as described in Article 2, where eight (8) or more principal operators are employed on the payroll of an employer on any one job there shall be a utility operator whose duties shall consist of:

- a) operating a machine that is not assigned but is to be used temporarily for intermittent operations;
- b) shall perform minor repair work not normally assigned to a master mechanic or a mechanic;
- c) shall be permitted to operate any assigned machine until a replacement can be secured for an absent operator;
- d) can be used to direct the operations of other operators.

For each 15 additional operators there shall be a utility operator/foreman employed with the same duties as outlined above. On more than one shift on any one job this entire provision shall be interpreted on the basis of each separate shift. He shall receive one dollar (\$1.00) per hour above the rate (including premiums) of the highest paid operator on the job site.

ARTICLE 26 EQUIPMENT PREFERENCE

The engineers, or crew, regularly assigned to a piece of equipment shall be given preference when this piece of equipment is required to do work on regular work days, Saturdays, Sundays, Holidays or other overtime.

ARTICLE 27 CHANGING MACHINES

On all heavy industrial and heavy building work, such as factories; oil refineries; power plants; chemical plants; water, oil, gas and chemical tanks; flood control projects and levees; coal gasification plants; etc., any employee may be changed by the employer from any machine listed herein to another machine back to his original machine that isn't assigned to another employee, provided that no more than one (1) such change shall be made during any work shift and provided the employee is capable of performing the work.

On all other types of work, the Employee may not make more than one (1) complete change of equipment during the first half of any shift, and not more than one (1) additional complete change during the second half of any shift, provided that no operator may be required to operate more than three (3) pieces of equipment in any one (1) complete shift. A complete change is defined as moving from an original machine, to another machine, and back to the original machine. Changing employees from one machine to another shall not be used for the purpose of depriving another employee from additional hours or days of work. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to On all heavy industrial and heavy building work, such as factories, oil refineries; power plants project circumstances.

On all types of work, wherever such changes in equipment are made, the higher rate shall prevail for the full day's work.

ARTICLE 28 COMBINATION RATE

- 1.) On all heavy industrial and heavy building work, such as factories; oil refineries; power plants; chemical plants; water, oil, gas and chemical tanks, flood control projects and levees; coal gasification plants; etc., the following shall apply:
 - (a) An engineer is permitted to operate two to four pumps, or a small mixer and a pump or two to four welding machines, or two air compressors when under 200 cu. Ft. capacity, or two large air compressors of over 200 cu. Ft. capacity, when hooked in manifold, or one to five mechanical heaters.
 - (b) An operator shall be permitted to operate one throttle valve at the combination rate.
 - (c) Combination rate shall mean premium pay of one dollar (\$1.00) per hour above the basic hourly rate of pay.

It is understood and agreed as follows: When one air compressor under 200 cu. ft. capacity, or one pump, or one welding machine or one conveyor or self-propelled concrete saw is to be put into operation for a period of no longer than a total of four hours in any one work shift and an oiler is employed on the job, the oiler (apprentice engineer) may operate the one machine for the period (four hours or less) at the combination rate. When there is no oiler (apprentice engineer) on the job, an engineer shall be employed to operate any of the mentioned machines of this Article regardless of the amount of time the machine is to be operated. Where more than one of the mentioned machines of this Article are operated, an engineer shall be employed to operate the machines at the combination rate. The oiler (apprentice engineer) is not permitted to operate when more than one machine is in operation.

- 2.) On all other types of work an oiler will be employed at the Group 2 rate to operate one (1) to four (4) pumps, or a small mixer and a pump, or one (1) to four (4) welding machines, or two (2) air compressors when under 200 cu. ft. capacity, or two (2) large air

compressors of over 200 cu. ft. capacity when hooked in manifold, or one (1) to five (5) mechanical heaters, or one (1) conveyor, or one self-propelled concrete saw in addition to his duties as a crane oiler.

ARTICLE 29 DEWATERING SYSTEM

A dewatering system is defined as a combination of one or more pumps of any type, size, or motive power, including well point pumps, well pumps, ejector or educator pumps in combination with wells, well points, sump, piping and/or other appurtenances irrespective of motive power to control water by header systems on any and all types of construction work covered by this Agreement. The complete installation, operation, and necessary maintenance work, including all piping, shall be performed by Operating Engineers. A dewatering system shall be operated by pump operators at all times the dewatering system is in operation, unless the pump is an automatic pump. In the event the pump is an automatic pump, it shall be operated by pump operators during the entire regular day time shift, and all monitoring, work or operation of the pump, at all other times shall be performed by pump operators. If an operator has to come back to the work site to service a pump, (s)he shall be paid a minimum of two (2) hours pay at the appropriate overtime rate or for actual hours worked at the appropriate overtime rate of pay.

ARTICLE 30 PAYMENT OF WAGES

The Employer shall pay all employees covered by this Agreement weekly and the payment shall be in full for the payroll period. Payment shall be made within six (6) days of the close of the payroll period, but not later than Friday, and shall be in cash or by check as mutually agreed upon by the Employer and the Operating Engineers Local. The Employer may pay by direct deposit with written consent from the employee.

When an employee is discharged or laid off he shall be paid in full at the payroll office on the job site, or by check mailed within twenty-four hours, providing there is no payroll office set up on the job site, unless other arrangements are made at the pre-job conference. Employees who are discharged for just cause or who voluntarily quit of their own accord shall be paid in full at the close of the regularly scheduled payroll period in which they were terminated.

Each employee when paid shall receive a slip (check stub) showing the employee's name, the employer's name, the number of straight and overtime hours, his straight time hourly rate, and all deductions and payments required by law or this Agreement.

If an employee is required to come back to job site to pick up his check, he shall receive two (2) hours pay for doing so. All employees shall receive two (2) hours pay for every day his check is late.

**ARTICLE 31
COMFORT, CONVENIENCE & SAFETY**

The Employer shall furnish to the employees fresh iced water and individual drinking cups at the job site, sanitary facilities, and provide an adequate amount of water to keep the dust down.

The Employer shall provide suitable shelter to protect the employees from falling materials and inclement weather, such as hard hats, winter fans, heat housers, umbrellas, etc., and the Employer shall furnish a safe and suitable storage place for tools and otherwise meet reasonable safety standards.

Employees are required to furnish their own rain suits and boots and shall be held responsible for all tools and equipment issued to them.

Employees are required to furnish their own crescent wrench, pliers, screw driver and such tools as necessary for minor adjustments.

On building construction only, the employer shall furnish a safe and suitable storage place for tools.

**ARTICLE 32
ALCOHOL AND NON-PRESCRIPTION DRUGS**

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer, at the expense of the Employer.

Section 2. Provision for employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not be limited to pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analyses shall be certified by the Department of Health and Human Services and/or the Substance Abuse and Mental Health Services Administration, hereinafter referred to as SAMHSA, formerly known as the National Institute of Drug Abuse (NIDA).

Section 4. All drug and/or alcohol testing shall follow the procedures or future revisions outlined by the Department of Health and Human Services and/or the SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future SAMHSA.

Section 6. Test Results: Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Analytes and Their Cut-offs

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/ml	THCA ¹	15 ng/ml
Cocaine metabolites	150 ng/ml	Benzoylcegonine	100 ng/ml
Opiate metabolites		Codeine	2000 ng/ml
Codeine/Morphine ²	2000 ng/ml	Morphine	2000 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamines ³		Amphetamine	250 ng/ml
AMP/MAMP ⁴	500 ng/ml	Methamphetamine ⁵	250 ng/ml
MDMA ⁶	500 ng/ml	MDMA	250 ng/ml
		MDA ⁷	250 ng/ml
		MDEA ⁸	250 ng/ml
Hydrocodone	300 ng/mL	Hydrocodone	100 ng/mL
Hydromorphone	300 ng/mL	Oxymorphone	100 ng/mL
Oxymorphone	100 ng/mL	Oxymorphone	100 ng/mL
Oxycodone	100 ng/mL	Oxycodone	100 ng/mL

¹Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA)

² Morphine is the target analyte for codeine/morphine testing

³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing

⁵ To be reported a positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/ml

⁶ Methylenedioxyamphetamine (MDMA)

⁷ Methylenedioxyamphetamine (MDA)

⁸ Methylenedioxyamphetamine (MDEA)

Alcohol test levels at or above .04 shall be considered a positive test for safety-sensitive equipment.

Section 7. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 8. Any employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to 30 days, as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic random drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 9. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this agreement.

ARTICLE 33 TRANSPORTING EQUIPMENT

The transportation by means of its own power of equipment operated by employees covered by this Agreement shall be performed by employees covered by this Agreement.

ARTICLE 34 TRANSPORTATION OF EMPLOYEES

No employee covered by this Agreement shall furnish transportation within the job site or between the job sites or from yard to job sites for transportation of employees or tools or equipment or for any other purpose as a condition of employment. When the employer transports employees from yard to job site or within job site or to power lines or pipelines, he shall provide safe and suitable transportation.

ARTICLE 35 INJURIES AND FIRST AID

The Employer shall maintain adequate first aid kits on all jobs where employees covered by this Agreement are employed.

Injuries of any nature whatsoever shall be reported by employees to their supervisor and all employees injured while at work will cooperate with their supervisors in making out accident reports as soon as possible after medical attention is given.

In case of injury sustained by an employee in the course of employment and requiring immediate medical attention, the Employer shall provide necessary transportation to the physician's office, clinic or hospital, and to the employee's home if necessary. If the employee returns to work on the same day, he shall suffer no loss of time, and if sent home or to the hospital, shall be paid for the balance of the day's work period in which the injury was sustained. In no case shall such employee suffer loss of time when required to leave his job for treatment of three (3) hours or less for further treatment of such injury.

In case of injury sustained by an employee in the course of employment the Employer shall furnish to the Business Manager of the Union a copy of the report which he files with his insurance carrier.

ARTICLE 36 SAFETY

Section 1. It is recognized there are important roles to be performed by the employees, Union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state so as to encourage efficient and safe operations.

It is important to succeed in this cooperative effort because it is recognized that failure can mean hardship to the employee and a threat to the security of his family.

It is because of these mutual benefits that the employees, Union officials and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to the Agreement.

Section 2. Each Operating Engineer shall be required to successfully complete the Ten Hour OSHA Construction Safety and Health Course every three (3) years to maintain their safety awareness and competence. Employers may request referral of Operating Engineers who have completed the Ten Hour OSHA Course and refuse Operating Engineers who have not completed the course without penalty. Furthermore, the Operating Engineers shall use its training facility to insure that all Operating Engineers successfully complete the Ten-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course.

Section 3. The Employer will provide non-prescription safety glasses, hard hats, and other OSHA-required safety equipment. All Operating Engineers shall be responsible for wearing appropriate personal protective equipment.

**ARTICLE 37
ACCESS TO JOB**

Authorized representatives of the Local and International Unions shall have access to jobs where employees covered by this Agreement are employed to consult with the superintendent, steward or employees, providing the representatives comply with Employer's and/or owner's safety rules and regulations without unduly hindering the progress of the work.

**ARTICLE 38
PRE-JOB CONFERENCE**

Every Employer who is or becomes Party to this Agreement shall notify the Business Manager of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers or any project within the territorial jurisdiction of the Union, and the Employer shall inform the Business Manager of the nature and classifications of Operating Engineers estimated to be required on the said project. The Employer shall meet with the Business Manager or Business Representative of the Union at a date, time and place mutually agreeable for the purpose of holding a pre-job conference. Any questions concerning the application of this Agreement shall be resolved at such pre-job conference and the Employer shall make arrangements for the referral of engineers to the project in accordance with the contractual referral provision.

All pre-job conferences shall be reduced to writing and signed.

**ARTICLE 39
REFERRAL OF APPLICANTS**

Section 1. When the Employer performs work covered by this Agreement in the area covered, by Local Union No. 841 the following shall apply:

The Employer will obtain all employees through the Referral Offices of the Union in accordance with the non-discriminatory provisions governing the operating of the Union's Referral Offices as set forth in full herein.

Hiring Procedures. When an Employer calls a Referral Office for **operating engineers** they shall be referred in a non-discriminatory manner as follows:

- A.) Satisfactory and competent **operating engineers** will be furnished in accordance with the provisions of this Agreement and the regulations governing referral offices, Section 3 of this Agreement, within twenty-four (24) hours of the time they are requested if they are available and if for any reason they cannot be or are not furnished within such period, the Employer may employ any person but shall notify the referral office within twenty-four (24) hours of the commencement of such employment. In cases where the Union does not have twelve (12) or more hours to fill an order for referral for a short job (10 or

less working days) the Union may consider applicants on the register based on proximity to the job site in order to promptly fill the order.

B.) When an Employer needs key **operators** there shall be a pre-job conference at which the classification to be filled by such employees, and the number of employees in each classification and the times of the commencement of their employment or the operational stages of the job or project at which their employment shall commence, shall be determined. Thereafter upon written request of an Employer, signed by a representative of the Employer on a job or project and delivered to the referral office servicing such job or project stating that such Employer desires that a named person or persons be referred in a classification or classifications agreed to at such pre-job conference, such person or persons shall be referred without regard to the provisions of **Article 39**, Section 3, A, B and C of this Agreement and the Employer shall hire such person or persons so referred.

C.) In the event no person with the requisite experience is available, the Employer ordering such person shall not be free to hire directly a person to operate such piece of equipment or perform such work who has had less experience than the experience called for in the order.

D.) Nothing contained herein shall deny the Union the right to select any registrant for referral on the basis of experience in the industry, qualifications, certifications, or skills regardless of the registrant's place on the registration list, in order to fill an Employer's job order requesting such qualifications, certifications, and/or skills.

Section 2. Regulations Governing Referral Offices. For the purposes of this Article only, the following referral offices for referral to Employer for jobs in the area covered by this Agreement shall be recognized:

Referral office No. 1 - Located at 6801 South U.S. Highway 41, Terre Haute, IN. Phone 812-299-1177.

Referral office No. 2 - located at 1602 Main Street, Vincennes, IN. Phone 812-882-9508.

Referral office No. 3 -located at 616 South Oakwood, Oakwood, IL. Phone 217-354-4858.

Section 3. Each referral office shall maintain the following lists on which persons not currently employed in the highway, general building and heavy construction industry may register for referral at any time during normal business hours at that referral office. No person shall be allowed to register out of work if they have not been laid off.

A. **List 1** is for persons not currently employed, who are seeking active employment, i.e., each Operating Engineer who has worked as an Operating Engineer for an Employer and/or Employers who are parties to Collective Bargaining Agreements with the Union on work as defined in **Article 7** of this Agreement within the Local's territorial jurisdiction for a period of four (4) years, i.e., forty-eight (48) months or more preceding this

registering for referral, with at least 3,000 verifiable operating engineer hours during the preceding forty-eight (48) months.

- B. List 2** is for persons not currently employed, who are seeking active employment i.e., each Operating Engineer who has worked as an Operating Engineer for an Employer and/or Employers who are parties to Collective Bargaining Agreements with the Union on work as defined in **Article 7** of this Agreement within the Local's territorial jurisdiction for a period of less than four (4) years, i.e., forty-eight (48) months but more than one (1) year, i.e., twelve (12) months preceding this registering for referral, with at least 1,000 verifiable operating engineer hours during the preceding forty-eight (47) months.
- C. List 3** is for persons not currently employed, who are seeking active employment, i.e., each Operating Engineer who has worked as an Operating Engineer for an Employer and/or Employers who are parties to Collective Bargaining Agreements with the Union on work as defined in **Article 7** of this Agreement within the Local's territorial jurisdiction for a period of less than one (1) year, i.e., twelve (12) months preceding this registering for referral.
- D. List 4** is for all other persons seeking active employment.
- E.** Separate lists shall be kept for Apprentices and on the same basis as for the Operating Engineers. However, an apprentice who has been expelled or otherwise been removed from the Apprenticeship Program for cause shall be ineligible for referral for a period of time not to exceed ten (10) years, or until the individual completes the Apprenticeship Program, whichever occurs first.
- F.** An Operating Engineer who while employed or registered for referral becomes incapacitated by reason of injury or illness shall for all purposes of these referral procedures be considered employed or available for employment for the full period of incapacity for up to four (4) years if a List 1 or 2 registrant, and for up to three (#) years if a List 3 or other registrant seeking employment.
- G.** All officers and Business Representatives of the Union, Instructors employed by Training Site, and those military personnel who are actively serving in a branch of the military who have had experience in any one or more of the Occupational Classifications of work covered by this Agreement, shall be deemed to have been continuously employed at the trade for purposes of this Article.
- H.** The Union reserves the right to periodically review registrants' referral cards and, for any good and non-discriminatory reason, to require from registrants' proof of experience on the equipment the registrant has listed: and/or it may require the registrant as a condition of referral to submit to a skills test administered by the Apprenticeship Program.
- I.** The Union may require any registrant who is discharged for incompetence three (3) times in the previous two (2) years on the same type of equipment to be skills tested by the Joint Apprenticeship Committee.

Section 4. No person seeking active employment may register for Referral as an Operating Engineer and an Apprentice at the same time.

Section 5. All persons seeking to register for active employment shall be responsible for calling the referral office, or offices, personally and setting forth their names, address, email address (if applicable) and telephone number and classifications of work sought and their experience therein and may change such classification or classifications at any time before being referred. An employee who has been on call for seven (7) consecutive days shall be deemed to be laid off and must re-register and be re-dispatched per the terms of this **Article 39**.

Section 6. In referring, each referral office shall refer those on List 1 in accordance with their registered out of work date so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 2 in accordance with their registered out of work date so long as there are any in the classification called for by the Employer who are registered for work and thereafter those on List 3 in accordance with their registered out of work date so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 4 in accordance with their registered out of work date so long as there are any in the classification called for by the Employer who are registered and available for work.

Section 7. Subject to Section 1A; Section 8, A and B; Section 9, A through C; and Section 11 of this **Article 39**, all registrants on Lists 1 through 3 shall be referred in accordance to their registered out of work date. The name of a registrant so referred shall be stricken from the list if the job to which the registrant is referred lasts ten (10) calendar days. However, if employee quits without just cause, that employee will go to the bottom of the applicable list, forfeiting his or her right to the ten-(10) calendar day rule.

Section 8. Regardless of anything in these regulations to the contrary, the following shall apply to all registrants on List 1 and 2:

- A. The Employer may request, by name, the referral of any Operating Engineer who is registered for employment, and the Union shall make such referral, provided said individual has been employed as an Operating Engineer by the requesting contractor within eighteen (18) months. The registrant must have been on the referral list at least five (5) days before employee can be requested by the Employer. If an employee is called back to the same Employer within five (5) working days, such employment shall be considered continuous employment and shall be counted as such.
- B. In the event the requested Operating Engineer is not registered or not available for work at the time of the receipt of a written request, the referral office shall so notify the Employer as soon as possible, and the twenty-four (24) hour period provided in Section 1, A shall not commence to run until receipt by the referral office of either a request for an unnamed qualified registrant by classification or a further request for a named person who is registered and available for work at the time of the receipt of the written request.

Section 9. Subject to the exceptions set forth in these referral procedures, all persons on Lists 3 and 4 shall be referred in accordance with their registered out of work date, and when

referred, their names shall be stricken from the list, provided however, that upon written request of a signatory Employer, signed by a representative of the Employer on a job or project and delivered to the referral office embracing such job or project stating that such Employer desires, on the basis of past satisfactory service, that a named List 3 or 4 registrant be referred to such job or project, such Referral Office shall refer such List 3 or 4 registrant only after the following conditions have been met:

- A. No employee shall be laid off or discharged to make room for such person.
- B. The Employer shall not request a List 3 or 4 registrant unless he has in his employ four (4) or more persons classified as Operating Engineers working in the area covered by this Agreement, provided said registrant was last employed as an Operating Engineer by the requesting Employer, and said registrant has been on the referral list for five (5) or more calendar days, and provided said registrant was employed as an Operator by the requesting Employer within eighteen (18) months preceding the Employer's request.
- C. In the event the named person is not registered or not available for work at the time of the receipt of a written request, the referral office shall so notify the Employer as soon as possible, and the twenty-four (24) hour period provided in Section 1, A shall not commence to run until receipt by the referral office of either a request for an unnamed qualified registrant by classification or a further request under this Section 9, A and B for a named person who is registered and available for work at the time of the receipt of the written request.
- D. Registration on Lists 1 through 3 shall be valid for 98 days (14 weeks) from the date of registration. Such registration can be renewed between the 84th and the 99th day after re-registration and such renewal shall be valid for an additional 98 days from the original registration date. A registrant may renew his registration as often as necessary until his name is stricken from the list by the reason of accepting employment in the highway, general building and heavy construction industry, or by failure to renew his registration within the time provided.

Section 10. An Employer may transfer an employee to a jointly owned company, provided he notifies the referral office prior to the transfer.

When an individual Employer rents or leases equipment, an employee of the lessor operating the equipment may be transferred to the payroll of the lessee, but shall be considered an employee of the lessor for the purpose of these non-discriminatory hiring procedures, provided, such employee has been referred in accordance with these non-discriminatory hiring procedures and shall have been in the employ of the lessor, or a lessee of the lessor, for the five (5) working days next preceding the date of the rental of the equipment, and the referral office servicing the job or project on which such equipment is to be used is notified in writing by the lessee before twelve o'clock noon of the day prior to the first day such equipment is to be used on the job or project, and provided further, that such employee's employment by the lessee shall terminate upon the termination of the lease or rental of the equipment or replacement.

Section 11. The Employer may reject any registrant referred by a referral office for employment for any non-discriminatory reason, consistent with its right to be the judge of the qualifications of the Operating Engineer it chooses to hire.

Section 12. Upon being referred, the registrant shall proceed to the job at once. When call is made to a referral office for Operating Engineers to report to work on day of request a reasonable time shall be allowed for traveling from the referral office to job site. A registrant who fails without good cause to report for work when referred on the shift to which referred or within the time agreed to if referred to work on the day of request shall not be eligible for referral for seven (7) days thereafter. When a registrant is requested by Employer to be referred on the day of request, and the registrant referred does report for work that same day, he/she shall be paid for his/her full shift if he/she reports during the first half of the shift and works the balance of the shift or for the half shift, if he/she reports during the second half of the shift and works the balance of the shift.

Section 13. In the event any job applicant is aggrieved with respect to the operation of this Referral Procedure he/she may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the referral office a written statement setting forth the grievance charged. Forms for the submission of such grievance shall be available at referral offices. An appellate tribunal shall be established consisting of a representative of the Union, the Employer and an impartial chairman appointed jointly by the Union and the Employer. The Union and the Employer will each appoint their representative within two (2) days after the grievance has been filed, and these two representatives, within two (2) days after their appointment will appoint the impartial chairman. The tribunal will then meet and render a decision within ten (10) days and such decision shall be final and binding on both parties.

Section 14. The Union and the Employer and each referral office of the Union in carrying out the provisions of this Agreement with respect to **Article 39** of this Agreement and the registration and referral of persons seeking active employment, will not discriminate either in favor of or against such registrants or persons seeking to register by reason of membership in or non-membership in any Union, nor shall the carrying out of the provisions of this Agreement with respect to referral and the registration and referral of persons seeking active employment be based on, or in any way affected by Union membership. The Employer shall not discriminate either in favor or against persons seeking active employment or any of them by reason of membership or non-membership in any Union or by reason of acting on behalf of or in opposition to any Union.

Section 15. An employee who, while employed on the type or kind of craft work of Operating Engineers, or who was or is transferred by an individual Employer to a job or project outside the area covered by this Agreement, and was or is there employed by such individual Employer or by a joint venture with which said individual Employer is associated on the type or kind of craft work covered by this Agreement, shall for all purposes of this **Article 39** be considered to have been employed or registered for employment in the area covered by this Agreement for the period of such services outside of the area covered by this Agreement.

Section 16. The Union recognizes its obligations and therefore assumes full responsibility to each applicant for any loss or damage resulting from any such discrimination or other violation of law by the Union in its operation of the referral offices.

In the event the Union or the Employer uses the referral procedure for the purpose of coercing the Employer and employees, then an Employer can file a written complaint with the Union, which complaint will be subject to the grievance and arbitration procedure as set forth in **Article 42** of this Agreement.

In the event an arbitration board so set out in **Article 42** finds that the Local Union involved was in violation of this section with any one Employer, thereafter that Employer involved may resort to any course that he may choose for the recruitment of needed employees, and that Local Union shall not have preferential rights for the referral of employees to this Employer throughout the remaining time of this Agreement, or during the time the Employer remains in the area of the Local Union involved.

It is understood and agreed that this Article does not alter or waive any of the rights of the Local Union in the event an Employer violates the basic collective bargaining agreement.

Section 17. The Employer shall be the sole judge of, and have the right to determine, the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no restriction as to the use of machinery, tools or appliances; however, this article and section shall not in any way alter, suspend or nullify any of the provisions previously established in this Agreement.

Section 18. All provisions of this referral procedure shall be posted in places where notices to employees and applicants for employment are customarily posted.

ARTICLE 40 JOB STEWARDS

- A.) The Business Manager or Business Representative of the Union may select an employee on each shift in operation on a job or project to serve as Job Steward.

In addition to his regular assigned work, the Job Steward shall be permitted to perform, during working hours, the duties set forth in B of this Article. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employers agree to allow Job Stewards a reasonable amount of time for the performance of such duties.

The Business Manager or Representative of the Union shall notify the Employer, or his representative, in writing of the appointment of Job Steward, and the Employer shall notify the Union of his termination.

- B.) The Job Steward shall be limited to and shall not exceed the following duties and activities:

- 1.) Check the referral of each employee referred under the terms of this Agreement of his Employer before such employee commences work or as soon thereafter as practical.
- 2.) Report to his Business Manager or Representative all violations of this Agreement.
- 3.) Report to his Business Manager or Representative any employee covered by this Agreement who, during his shift, leaves the job site without giving the Employer and the Job Steward prior notice.

C.) The Job Steward shall not:

- a.) Stop the Employer's work for any reason.
- b.) Tell any workmen, or any employee covered by this Agreement, that he cannot work on the job.

D.) Infraction of either of the two rules set forth in C above shall be cause for immediate dismissal of the Job Steward without any prior notice.

ARTICLE 41 VOLUNTARY SUSPENSION OF WORK

If work is voluntarily suspended by the employer, all employees shall be deemed to be laid off if such suspension lasts seven (7) calendar days. It is hereby understood that this clause has no application to work suspension caused by labor disputes.

ARTICLE 42 ARBITRATION

There shall be no stoppage or slowdown of work on account of any difference of opinion or dispute as to the proper interpretation and/or application of this Agreement. Any dispute shall be handled in the first instance by a representative of the Union and a representative of the Employer, and if they fail to reach a settlement within five (5) working days, it shall be referred to a Board of Arbitration composed of two (2) persons appointed by the AGC of Illinois, and two (2) persons appointed by the Union. If unable to reach a majority decision promptly, the four (4) so appointed shall select a fifth member. In the event the four (4) so appointed arbitrators are unable within two (2) work days to agree upon the fifth arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) from which the fifth member shall be selected. A majority decision of the Board of Arbitration shall be final and binding upon both parties.

The Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any section of this Agreement. It shall not, however, be empowered to enter negotiations for a new Agreement, changes in the wage scale, or jurisdictional disputes.

It shall not be a violation of this Agreement for the Union to take strike or any legal action against an Employer who fails or refuses to pay wages due employees or is delinquent in the payment of contributions required hereunder. Provided that, prior to taking any such action, the Union gives at least three (3) days prior notice to the Employer involved and to the AGC of Illinois.

ARTICLE 43 ASSIGNMENT OF WORK AND JURISDICTIONAL DISPUTES

- 1.) There shall be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.
- 2.) The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of Agreements of record, established trade Agreements and prevailing area practices.
- 3.) Where a jurisdictional dispute involves any Union or Employer not a party to the procedures set forth by the present plan established by the Building and Construction Trades Department and is not resolved by the Unions and Employer involved, the parties are free to seek appropriate legal recourse.
- 4.) The Union shall not concede any portion of the work herein defined to any other craft or organization without first securing the written consent of a duly authorized representative of the Employers, and no individual Employer shall concede any portion of the work herein defined without first securing the written consent of the Union and said duly authorized representative of the Employers.

ARTICLE 44 MARKET RECOVERY

The purpose of this Article is to make the contractors signatory to this Agreement more competitive in a market that is now beyond the realm of possibility and to create added jobs for the unemployed members of International Union of Operating Engineers Local #841.

When bona fide non-union and/or non-signatory competition is bidding against the Employer, the Employer agrees to employ bargaining unit employees, and the following shall supersede the contrary provisions in the Agreement.

- 1.) The Employer shall use the referral procedure as set forth in **Article 39** of the Agreement.

- 2.) There shall be no manning requirements on such projects, except that Operating Engineers shall do all work within their jurisdiction.
- 3.) The wages for work shall be as set forth in the project contract document for the duration of the project, except that fringe benefit contributions shall be as specified in the Agreement.
- 4.) All overtime shall be paid in accordance with all applicable state and federal laws in all cases except, on federal Davis-Bacon jobs, the appropriate overtime rate shall be paid after ten (10) hours of work.
- 5.) The provisions of **Article 18** shall apply, except that one (1) hour's reporting time shall be paid instead of two (2) hours.

Non-prevailing Wage Work. In an effort to improve the competitiveness in this type of work, any Employer signatory to this Agreement may request contract concessions for a specific project. Local #841 may grant such concessions and modifications necessary to assure continued work opportunities for their members. Any such concessions or modifications shall be granted on a project-by-project basis only or at the option of the Union for the term of this Agreement.

If Market Recovery is invoked, it is mutually agreed the Contractor shall notify the Union. The Contractor will also provide a list of bona fide non-union bidders, if available, when requested by the Union.

Violations or disputes under this Article shall be resolved through the grievance procedure listed in **Article 42 - Arbitration**.

ARTICLE 45 WORKMEN'S COMPENSATION

The Employer shall carry Workmen's Compensation Insurance in a company or Association authorized under applicable state laws and regulations to insure the liability to pay compensation under Workmen's Compensation law. The Employer and the Union agree that should the State of Illinois adopt the Union Construction Workers' Compensation Program during the term of this Agreement, that said Agreement can be opened for negotiations solely for purposes of modifying this Article.

ARTICLE 46 UNEMPLOYMENT COMPENSATION

The Employer shall make all contributions required under the Illinois Unemployment Compensation Act. Whenever an Employer shall not be subject to the provisions of such Act

because of the number of employees in the employing unit, he shall, nevertheless, pursuant to the provisions of said Act, make election to be subject thereto.

ARTICLE 47 BONDING

Section 1. Every Employer who employs members of the Union and agrees to be covered or maintain the provisions of this Agreement may be required by the Union to give a surety bond payable to the International Union of Operating Engineers Local Union 841 Fringe Benefit Funds to insure the payment of fringe benefit obligations accruing under this Agreement. The Employer shall furnish a surety bond within fourteen (14) days after notice from the International Union of Operating Engineers Local 841 Fringe Benefit Funds that such is required. The amount of surety bond may be up to \$200,000.

Section 2. The Fringe Benefit Funds may require an employer to give the surety bond provided for herein if at any time: (1) the Employer has been late fifteen (15) days or more in the payment of any of its monetary obligations under this Agreement; or (2) the Employer has been late in the payment of any such obligation two (2) consecutive times during the immediately preceding twelve (12) months; or (3) the Employer has not worked within the Union's geographical jurisdiction under this Agreement during any of the immediately preceding twelve (12) months.

Section 3. When a surety bond is demanded, the Employer will obtain such from a company acceptable to the fringe benefit funds, and the benefit funds specified in this Agreement shall be the sole beneficiaries of the bond. The bond will be given to the fringe benefit funds where it will be kept.

Section 4. Should an Employer fail or refuse to provide the required surety bond, when such is demanded by the union, or should an Employer fail to keep a bond in effect at all times said Employer is required to have one, the Union shall have the right to strike and/or picket, after notice, and use all other legal and/or economic means to cause the Employer to comply with this Article.

ARTICLE 48 COMPLETENESS OF AGREEMENT

This Agreement is intended to cover all matters of wages, hours and other conditions of employment, including insurance benefits, welfare funds, pension or benefit plans or related subjects, and during the balance of the terms of this Agreement, the Employer will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement. Any rights or privileges of the Union or the Employer not herein specifically waived shall be retained.

**ARTICLE 49
DISCRIMINATION**

There shall be no discrimination by any Employer or the Union by reason of race, color, religion, sex, national origin, age disability, or any other characteristic protected by law, and the Employer and Union will comply with all applicable laws and regulations, both State and Federal, provided, however, that nothing here last above set out shall require the Employer or the Union to violate any provision of the Labor Management Relations Act and any Amendment or Amendments thereto.

**ARTICLE 50
SAVINGS & SEPARABILITY**

Any provision contained herein that is contrary to or held to be in violation of the Labor Management Relations Act, 1947, or any Federal or State law now in force or hereafter enacted, or hereinafter becoming effective shall be void and of no force or effect, and this contract shall be construed as if said provision herein were not a part hereof, it being intended, however, that the other provisions of this contract shall not be affected thereby.

It is further agreed that should compliance with any Federal or State law, or amendment thereof, or any order or regulations 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 51
DURATION AND TERMINATION**

The provisions of this Agreement shall be in full force and effect beginning the first (1st) day of January, 2019 until midnight, the thirty-first (31st) day of December, 2021. If either party to this Agreement desires a change in this Agreement, they shall notify other parties in writing by registered mail of such desire at least ninety (90) but not more than one hundred and twenty (120) days before the thirty-first (31st) day of December, 2021.

If such written notice is not properly given, this Agreement shall continue in full force and effect each year thereafter until proper notice is given at least ninety (90) but no more than one hundred and twenty (120) days before January 1 of any given year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved, ratified and signed by the duly authorized officers of the parties hereto.

ADDENDUM A
to the Agreement Between
The International Union of Operating Engineers, Local No. 841
and
The Associated General Contractors of Illinois

The undersigned parties agree to the following wage and fringe benefits listed in Articles 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the Illinois Construction Agreement (effective 1/1/2019 thru 12/31/2021) including the working dues and PAC Fund deductions.

Effective April 1, 2019

	Class 1†	Class 2†	Class 3†	
Hourly wage	\$41.65	\$26.55	\$42.65	
Health & welfare	\$ 9.95	\$ 9.95	\$ 9.95	
Central pension	\$ 7.20	\$ 7.20	\$ 7.20	
Qualified savings	\$ 3.70	\$ 3.70	\$ 3.70	
Apprenticeship & training	\$ 1.15	\$ 1.15	\$ 1.15	
DIAAF	\$ 0.10	\$ 0.10	\$ 0.10	
IAF	\$ 0.20	\$ 0.20	\$ 0.20	
<u>UNION</u> Total Package	\$63.75	\$48.65	\$64.75	<i>(Less IAF)</i>
<u>EMPLOYER</u> Total Package	\$63.95	\$48.85	\$64.95	<i>(Includes IAF)</i>

Deductions

Working Dues 3.5% of gross pay [deduction]
PAC Fund \$0.10 per hour on all hours worked [deduction]

Future increases

4/1/19: Class 1 increase \$1.50 [\$63.75]; Class 2 increase \$1.50 [\$48.65]; Class 3 increase \$1.50 [\$64.75]
4/1/20: Class 1 increase \$1.60 [\$65.35]; Class 2 increase \$1.60 [\$50.25]; Class 3 increase \$1.60 [\$66.35]
4/1/21: Class 1 increase \$1.60 [\$66.95]; Class 2 increase \$1.60 [\$51.85]; Class 3 increase \$1.60 [\$67.95]

Please note: The amounts shown in the "Future Increases" section do not include the \$0.20 IAF contribution.

† IMPORTANT: See Article 7 of the agreement for information on IDOL-mandated changes to work classifications in August 2018.

For the International Union of Operating Engineers, Local No. 841:

For the Associated General Contractors of Illinois:

Tom Ridge Date
President/Business Manager

Frank Kazenske Date
Director of Labor Relations