

**ARTICLES OF AGREEMENT
BUILDING CONSTRUCTION**

**ARTICLE 1:
PREAMBLE**

This Agreement made and entered into this 1st day of April 2021, between the GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INCORPORATED, an Illinois not-for-profit Corporation (hereinafter referred to as the Association), for and on behalf of its members, for whom they have bargaining rights, hereinafter referred to as the EMPLOYER, and LOCAL UNION No. 649, INTERNATIONAL UNION OF OPERATING ENGINEERS, hereinafter referred to as the UNION. The term "EMPLOYER" used herein shall refer to the named signatory EMPLOYER and not to the said Association unless so stated. This Agreement shall also bind EMPLOYERS signatory hereto who are not members of said Association.

A building and construction EMPLOYER for whom the Association holds bargaining rights and who engages in work covered by this Agreement shall automatically be fully covered by the terms and provisions of this Agreement as of the date of membership in the Association and shall become signatory hereto.

ARTICLE 2:

**SECTION 1
CERTIFICATION, RECOGNITION AND JURISDICTION**

All Operating Engineers and Apprentice Operating Engineers employed by the EMPLOYER at its construction sites in Peoria, Fulton, Mason, Tazewell, McLean, Woodford, Marshall, Putnam, Bureau, Stark, East 1/2 of Henry, McDonough, Hancock, Warren, Henderson, Knox Counties, Illinois; but excluding office clerical and professional employees, guards, supervisors as defined in the Act, and all other employees.

Whereas, Local Union No. 649 has been granted jurisdiction over the operation and maintenance of all hoisting and portable machines and engines used on Building Construction work whether operated by Steam, Electricity, Gasoline, Diesel, Compressed Air, or Hydraulic Power.

All machinery, engines, motors, boilers and pumps used at Asphalt or Blacktop Mixing Plants and any other power machines that may be used by the Employer on any of his work. The basis of this jurisdiction is founded on resolution adopted by the Board of Jurisdictional Awards of the American Federation of Labor.

The EMPLOYER recognizes the UNION as the sole bargaining agent for all employees in the classifications covered by this Agreement. There shall be no restriction on the

movement of employees between jobs of the EMPLOYER within the jurisdiction of a Local Union.

When a job falls within the jurisdiction of two or more Operating Engineers Locals, the UNIONS involved shall promptly determine a formula for jointly manning the job.

The Employer agrees that upon the Union's request for recognition under Section 9(a) of the National Labor Relations Act and the Union's offer to present or presentation of evidence that the Union has authorization to represent a majority of the employees in the bargaining unit described herein, this Agreement shall automatically be converted to an agreement under Section 9(a) of the National Labor Relations Act for all employees within the bargaining unit on all present and future job sites of the Employer within the jurisdiction of the Union. The Association agrees that as of the date of this Agreement, the Union has made demand for 9(a) recognition on all members for whom the Association has bargaining rights and has shown, or offered to show, each such member evidence of its majority support.

SECTION 2 ASSIGNMENT OF WORK

- a) The Employer hereby agrees to assign ALL work that is to be performed in the categories described in Articles 2, 3, 12, 13, 14 and listed in Article 33 to employees in the bargaining unit covered by this Agreement.
- b) The Employer, by entering into this Agreement hereby states and affirms that it is the Employer's preference to have ALL work identified or described in Article 2, 3, 12, 13, 14 and listed in Article 33 be performed by employees in the bargaining unit represented by the Union covered by this Agreement.
- c) Should any dispute arising from this article be submitted to arbitration or grievance committee, the arbitrators' or grievance committees' award shall be from this day forward only, however; should an arbitrator or grievance committee determine that an employer has failed to abide by a previous award the arbitrator or grievance committee shall have the authority to order back pay for all hours the bargaining unit member would have worked but for the Employer's violation.
- d) The employer agrees that the responsibility of enforcement of this work assignment rests with the employer and if anyone other than an operating engineer performs work discussed in this section the employer will be held responsible for the violations.

SECTION 3 LOCAL WORK ASSIGNMENT DISPUTES

- a) The Union and Employer agree to resolve work assignment disputes under a process of binding arbitration using the services of the Illinois Arbitration Association or the Federal Mediation and Conciliation Service.
- b) Employer agrees that all of its subcontractors and sub-subcontractors are subject to the provisions of this Section and all decisions, agreements and settlements on work assignments.

- c) In rendering a decision on any dispute, the Arbitrator shall ONLY apply the following factors and ONLY in the order listed. The first listed factor which the Arbitrator finds to be applicable shall govern the case and the Arbitrator SHALL NOT use any other factors in reaching a decision.
 - 1. Any previous local agreement between the crafts involved.
 - 2. Local area practice on the assignment of the work at issue in the area where the work is to be performed.
 - 3. Any previous agreement of record, including a disclaimer agreement, between the parent bodies of the crafts involved.
 - 4. The relative skills, efficiency and abilities of the crafts involved, which shall include consideration of apprenticeship instruction in the exact work at issue, number of persons in each local who have the demonstrated ability to perform the work at issue, the existence of a referral system which allows the employer to request employees who have the skills required to perform the work at issue, and the extent to which the craft has performed the work at issue on other occasions.
- d) The Union shall not institute any action at law or equity in any state or federal court over a work assignment so long as the Employer follows the procedure set out in this Section and acts in accordance with any decision, agreement or settlement on the assignment of work.
- e) In consideration of the Union's agreement to refrain from any work stoppage, picketing or job site action, the Employer agrees that should it become involved in any manner in a proceeding before the National Labor Relations Board regarding a work assignment subject to this Article, it will inform the NLRB:
 - 1. that an arbitration decision covering the work in dispute has been reached under this Agreement; and
 - 2. that the Employer prefers that the work be performed in accordance with the decision of the Arbitrator.

ARTICLE 3: AGREEMENT COVERS

It is hereby understood and agreed that this Agreement shall cover all work classed as Building Construction and all equipment used in process of laying underground cable or conduit for telephone, electric and missile lines. Highway and Heavy Construction work shall be performed under the Local No. 649 standard area Highway and Heavy Construction contract and Dredging work shall be performed under the Local No. 649 standard area Dredging Agreement.

The BUILDING Contract will be worked on Tank Farms, Mechanical and Processing Lines, Treatment Plants, and Elevated Water Towers and buildings within the perimeter of the building foundations. This Agreement shall have effect on and cover employees in the described classifications and jurisdiction of work specified in this Agreement in the following counties of Illinois:

PEORIA
FULTON
MASON
TAZEWELL

McLEAN
WOODFORD
MARSHALL
PUTNAM

BUREAU
STARK
EAST 1/2 OF HENRY
McDONOUGH

HANCOCK
WARREN
HENDERSON
KNOX

ARTICLE 4: REFERRAL

The EMPLOYER shall request referral of operating engineers from the UNION and shall not circumvent the UNION by hiring directly and without affording the UNION an opportunity to make referral of applicants for employment. When the EMPLOYER requires additional employees, the EMPLOYER shall notify the Business Manager of the UNION and shall allow twenty-four (24) hours for referral of prospective employees. After the expiration of twenty-four (24) hours, if no referral is made, the EMPLOYER may proceed to fill vacancies. The EMPLOYER shall allow seventy-two (72) hours for referral of employees requiring special skills. After the expiration of seventy-two (72) hours if no referral is made the EMPLOYER may proceed to fill vacancies. The UNION shall maintain a list of persons eligible for employment and shall not discriminate in making referrals against any individual because of his membership or non-membership in the UNION, race, color, creed, sex, age, national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law. The EMPLOYER, in requesting referrals, shall notify the Business Manager of the UNION of the nature of the work to be performed and the classifications and qualifications of employees desired. The right to hire shall be vested in the EMPLOYER and shall be separate and distinct from the UNIONS' right of referral of applicants.

The term Operating Engineers as used in this paragraph is intended to be descriptive only and does not refer to or imply membership in the UNION. Employees shall give notice to the EMPLOYER no later than the end of his last shift before quitting their jobs.

The UNION shall operate a referral system in compliance with the National Labor Relations Act and applicable law. Registration and referral of the applicants shall be established by the Union and may incorporate a system of registration based on relevant experience or apprenticeship in the trade of Operating Engineer. Referral rules shall be posted and available for inspection at the Union's offices during normal business hours.

Registration and referral of the applicants shall be by group and each applicant shall be registered in the highest group for which he qualifies. Referral of prospective employees shall be first from Group A, then Group B, Group C and Group D. Registrants shall be grouped according to the Union's referral rules. Apprentices shall be referred from the apprentice referral board. The UNION may, from time to time, change or alter the referral rules and registration and referral of applicants rules, for job applicants and shall make available to the GPC&SA any such changes.

When an employee is laid off and paid off the machine must remain idle no less than three (3) calendar days before another employee may be assigned to said machine. The idle time provision set out above shall not apply when the "B" machine in an A-B-A situation is used for less than a full shift or when the "B" or "C" machine in an A-B-C

situation is used for less than a full shift and the Operator may return to his original machine before the end of the shift, however, an Operating Engineer can only maintain rights to one machine. The loading of machines is exempt from the three (3) day limit.

An employee must be employed three (3) days to hold rights on a machine.

All present employees who are members of the UNION shall maintain such membership in good standing during the term of this Agreement as a condition of continued employment. All other employees shall, within eight (8) days of the execution hereof obtain and maintain membership in the UNION in good standing, as a condition of continued employment during the term of this Agreement. All new employees shall obtain and maintain membership in the UNION in good standing within eight (8) days following the date of their employment or of the date of execution of this Agreement, whichever is later, as a condition of continued employment.

Upon written notice served upon the EMPLOYER by Certified Mail by the UNION advising that any employee has failed to obtain or maintain membership in the UNION in good standing subject to the provisions of Section 8 (a)(3) and 8 (b)(2) of the Labor Management Relations Act, the EMPLOYER shall promptly discharge such employee.

ARTICLE 5: GENERAL FOREMAN and WORKING CRAFT FOREMAN

Section 1. General Foreman (shall be an IUOE Journeyman)

The Contractor may, at their discretion, employ a General Foreman for each shift on the job of an EMPLOYER having twelve or more unit employees. The duties of the Operator General Foreman shall be (1) to call for replacement for absenteeism, (2) to replace any unit employee until a replacement can be obtained, (but in no event beyond the end of the shift) where an employee had started to work and had to leave through no fault of the EMPLOYER, (3) to assist any operator who may need help or advice, (4) to assign operators to equipment in accordance with this Agreement, and (5) to operate any equipment on the job provided the EMPLOYER is unable to obtain a referral.

No General Foreman shall be allowed to operate, repair or maintain any equipment except as provided in this Article under "Duties of Operator General Foreman". The General Foreman shall be covered by the working conditions and fringe benefits of this Agreement.

Section 2. Working Craft Foreman (shall be a Local 649 member)

The EMPLOYER shall select a working foreman, on any job and for each shift that has 7 or more operating engineers on that shift and shall be paid three dollars (\$3.00) per hour above Group I rate. The duties shall be the same as a general foreman with the exception the foreman may also be assigned a machine to operate. There shall never be more than one (1) working craft foreman per job per shift.

Section 3. Only Employer representatives (or operating engineer craft foreman) shall direct the work of the operating engineer.

ARTICLE 6: REPORTING TIME AND HOURS OF WORK

The employees shall be notified before leaving home, by the EMPLOYER, if there is to be no work, this notification to be limited to a reasonable amount of time, based on the distance an employee must drive, otherwise during the work week they shall report for work and receive two (2) hours pay for reporting on first shift and four (4) hours pay for reporting on the second and third shifts. Reporting time for new hires; the contractor will establish. ONE phone number with a recording device with a time stamp, for the business agents to call and leave the name, number and address of the referral. If the business agent fails to leave this information, the show-up time pay will not be in effect for the first day of employment. If the information was given at least 3 hours before the starting time the referral shall receive show-up time pay. If the contractor does not provide a number or his number and/or recording device is inoperative for any reason, the referral shall receive show-up time. An employee may be required to remain on the job to receive the two (2) hour reporting time. If an employee starts his machine, oils his rig or is not told there will be no work by the regular starting time, he shall be considered started to work.

The EMPLOYER will establish point(s) of reporting on the job site.

Eight (8) hours shall constitute the working day, from the hours of 8:00 a.m. to 12:00 p.m., and 12.30 p.m. to 4:30 p.m.; forty (40) hours shall constitute a week's work from Monday through Friday inclusive. All time worked before 8:00 a.m. and after 4:30 p.m. shall be considered overtime and shall be paid for at the overtime rate provided for in this Agreement.

In order to take advantage of daylight hours, weather conditions, shift or traffic conditions, the EMPLOYER, if agreeable among the crafts involved, may elect to work eight (8) consecutive hours, between the hours of 6:00 a.m. and 4.30 p.m. After completing the fourth (4th) hour of work, an established thirty (30) minute unpaid lunch period must be started within the next hour, after starting time. Notice of a change in starting time must be given forty-eight (48) hours in advance, and all employees of the EMPLOYER on the jobsite shall have the same starting time, except when other arrangements are mutually agreed to between the EMPLOYER and the Business Manager. All time worked before the established starting time and after quitting time, shall be overtime and shall be paid for at the overtime rate provided for in this Agreement. Further, if an employee works during the established lunch period, he shall be paid at the overtime rate provided for in this agreement.

If the employees start to work between starting time and the end of the fourth (4th) hour they shall be paid for four (4) hours. If work continues after the fourth (4th) hour, employees shall be paid no less than eight (8) hours pay. This eight (8) hours does not include any overtime that might be worked before the established start time, during

lunch or after the eighth (8th) hour. Any time a member is called out to work after the fourth (4th) hour, he shall be paid no less than eight (8) hours pay.

The hourly guarantees set out above, do not apply when an employees' work is stopped because of inclement weather or machine breakdown. A minimum of two (2) hours pay.

By mutual agreement between the EMPLOYER and the Business Manager the regular hours of work may be changed.

There shall be no pyramiding of rates and double the straight rate shall be the maximum compensation for any hour worked.

The operator will receive his highest rate of pay for the entire shift. All time worked is to be paid on all wages, fringes and check-offs to the next ½ hour.

ARTICLE 7: SHIFT WORK

Section 1: All work in excess of eight (8) hours on any shift shall be paid at time and one-half (1 ½) the regular hourly rate except where double time pay is applicable.

It is agreed that any two or three shift proposition considered or worked shall run for three (3) or more consecutive workdays. This shall not apply where continuous concrete pour requires less than three (3) days.

Employees working on the second or third shift shall be guaranteed at least three (3) days of work ON THAT SAME SHIFT. If an employee works a second or third shift and is transferred back to the first shift before he works his three (3) consecutive second shifts he shall be paid his guarantee of three (3) consecutive second shifts of work **PLUS** his regular pay for all first shifts worked.

Section 2. Two-Shift Operation: When a second shift is worked, the EMPLOYER may work two (2) ten (10) hour shifts with applicable pay at the established rate of pay covering the ten (10) hour period Monday through Friday and eight (8) hours on Saturday. The second shift premium shall be \$1.50 per hour above the journeyman rate.

Section 3. Three-Shift Operation: When three (3) shifts are worked then only single time will be paid for same, except for work performed between the hours of 12:00 a.m. Saturday and 12:00 a.m. Sunday, which shall be one and one-half (1½) times the regular pay and between 12:00 a.m. Sunday and 12:00 a.m. Monday, which shall be double the regular pay. All Holidays shall be double the regular rate of pay from 12:00 a.m. day of Holiday to 12:00 a.m. the following day. The first shift (day shift) shall start at 8:00 a.m. and end at 4:30 p.m. with one-half (½) hour out for lunch. The second shift (afternoon shift) shall start at 4:30 p.m. and end at midnight with one-half (½) hour out for lunch. The third shift (night shift) to start at midnight and end at 7:30 a.m. with one-half (½) hour out for lunch. Eight (8) hours pay for each shift.

If other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the Employer and the Union Business Manager.

By prior notification by the EMPLOYER to the Business Manager, if a special shift is required by an owner and if the EMPLOYER is required to perform work which cannot be performed during working hours, employees may work a special shift and receive \$3.00 an hour over base rate for eight (8) hours work plus thirty minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The EMPLOYERS 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 8: VOTING TIME OFF

All employees working on projects twenty-five (25) or more miles from their place of residence, there shall be granted two (2) hours time off with pay upon request of the employee entitled to vote in any general or special election of the State of Illinois or of any political subdivision thereof. The EMPLOYER may specify whether the hours of paid leave shall commence from the time set for start of shift or prior to end of shift.

The provision of State law with respect to voting time off shall be applicable to all other employees whose work site is proximate to their residence.

ARTICLE 9: OVERTIME AND HOLIDAYS

All time worked before 8:00 a.m. and after 4:30 p.m. (except if other hours and overtime provisions are being worked as provided for in Article Six) and on Saturday between 12:00 a.m. and 11:59 p.m. shall be paid for at one and one-half (1½) times the regular rate. If the operator works on his machine or works his machine during the regular lunch period, he shall receive one and one-half (1½) times the regular rate for same. Oilers shall oil their machine during the regular lunch or the Operator's lunch period. At no time shall an Oiler or Fireman prepare a boiler or rig without an Operator.

All work done on Sundays and Holidays between 12:00 a.m. and 11:59 p.m. shall be paid for at the double time rate. The following holidays shall be celebrated as observed by the Federal Government: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Veterans Day is to be celebrated the day after Thanksgiving. No work shall be performed on Labor Day under any consideration except in an extreme emergency and then only after consent is given by the Business Manager. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

Starting time on Saturday and Sunday shall be at 8:00 a.m. or as otherwise provided for in Article Six. Employees reporting for work on Saturday, Sunday and Holidays who have not been advised by the EMPLOYER before leaving home that there is no work, shall receive at the premium rate in effect for that day, two (2) hours pay for reporting on the first shift and four (4) hours pay for reporting on the second shift. An employee may be required to remain on the job to receive the reporting time pay. If the employees start to work, they shall receive the guaranteed hour provisions as provided for in Article Six, and shall be paid for the hourly guarantee at the premium hourly rate in effect for that day.

ARTICLE 10: UNDERGROUND CONSTRUCTION

Such as underground Domes and Tunnels: Two (2) hours for show time: Eight (8) hours after starting plus \$1.50 per hour wage increase over negotiated agreement for all engineers working in shafts and underground and any overtime and holidays shall be at double the rate of pay at the BUILDING CONSTRUCTION Contract rate of pay. This shall include all Engineers on the hoist and mechanics employed on the Project.

Fifty cents (\$.50) per hour increase for all Engineers working on top in conjunction with the underground project OVER the negotiated wage increase. There shall be a relief Operator on each shift; after five (5) pieces of equipment are in operation on any shift, then there shall be an additional relief Operator employed. Relief Operator's duties are to "spell" off other Operators underground throughout the shift he is working. The additional relief Operator will be used "flexible" both above and below ground.

ARTICLE 11: CHANGING MACHINES ON SHIFTS

Employees shall be allowed to make the following machine changes in a single shift; from one machine to another and back to the original machine (A to B to A) or from one machine to another to another (A to B to C). It is agreed when a forklift or lull is used intermittently it shall not constitute a change.

It is agreed that no employee will be allowed to change to a machine that another employee has been employed to operate. Employees shall hold seniority on the last machine they operate. The Steward on the job shall be notified before each change.

The loading and unloading of unassigned machines shall not constitute a change.

An Operating Engineer driver shall be allowed to load, transport and unload any machines, whether assigned or unassigned. If assistance is needed, it shall be with a Local 649 operating engineer. Any other drivers may load, transport and unload assigned machines when no Operating Engineer is on the site with the Operating Engineers to whom the machine is assigned receiving one-half hour at the applicable

rate of pay. Any non-operating engineer driver may load, transport and unload any unassigned machines.

ARTICLE 12: PUMPS AND DEWATERING SYSTEMS

Where a pump or pumps are operated 24 hours per day there shall be three shifts of eight (8) hours each. First shift to start at 8:00 a.m. and end at 4:00 p.m., the second shift to start at 4:00 p.m. and end at midnight, the third shift to start at midnight and end at 8:00 a.m. Eight (8) hours for each shift at straight time except Saturdays, which shall be one and one-half (1 ½) times the regular rate. Sundays and Holidays shall be at the double time rate.

Dewatering system is defined as a combination of one or more pumps of any type or size, including but not limited to, well point pumps, submersible pumps, well pumps, ejector or eductor pumps in connection with wells, well points, sumps, piping and/or other appurtenances, powered by electricity, diesel, gasoline or gas to control water on any and all types of construction work. All mechanical work on the system shall be done by the Operator. A dewatering system shall be operated by an Operating Engineer at all times that the dewatering system is being operated, except for Dewatering Systems powered by electricity. On such electrically powered systems the contractor will decide if manning is necessary and to what extent, but it is understood and agreed that NO OTHER CRAFT shall start, stop, monitor or perform any work on the system except operating engineers.

The Operators who install the dewatering systems shall, upon completion of installation, be assigned to the three (3) shift operation as system goes into operation.

It is agreed that no two or more shifts proposition will be considered or worked except where the shifts shall run for three or more consecutive shifts.

ARTICLE 13: REPAIR WORK, JOBS & SHOP

An Engineer with his Fireman or Oiler as helper shall wash the boiler or make the necessary repairs on the machine he operates and may be assisted by the mechanic. They shall receive the rate of wages applying to the day they do the work. No employee will be allowed to perform duties outside his class of work. The installing and removing of machinery, pipefitting, and repairing necessary to operate, is considered his class of work.

If a mechanic, at the EMPLOYER'S request uses his own pickup truck, then the EMPLOYER shall reimburse the mechanic for auto expense at the rate of seven hundred dollars (\$700.00) per month, plus gas and oil, otherwise the EMPLOYER shall furnish a pickup truck for use by said mechanic.

In addition to the auto expense, the EMPLOYER shall pay to the mechanic no less than \$75.00 per month for the use of the mechanics welding machine, no less than \$75.00 per month for the use of the mechanics air compressor, and no less than \$100.00 per month for the use of the mechanics hoist. The use of the named equipment is an EMPLOYER option.

When MORE than one Mechanic is employed on a "spread", the Business Manager of the UNION and the EMPLOYER shall determine the employees' qualifications on two or more mechanics.

The EMPLOYER recognizes the UNION as the sole and exclusive representative of all mechanics and Operators assigned to perform work in permanent shops/yards. Mechanics or Operators so assigned shall receive the wage rate established for such classification enumerated in this Agreement and shall receive the benefit of all conditions specified herein for employees.

When maintenance or repair work is made to operating equipment on the job site or temporary shop/yard, the Operator assigned to the specific equipment shall perform such repair and maintenance work as is required and in event that the EMPLOYER selects a unit employee other than the Operator assigned to the equipment to make such repairs or to perform maintenance thereon, the assigned Operator shall be designated to assist the mechanic, or be assigned to an idle machine while the machine is being repaired. The assigned Operator shall in no event be laid off or suffer loss of pay as a result of the EMPLOYERS assignment of repair and maintenance work on the job site or temporary shop/yard.

Repair work performed on equipment operated by Operating Engineers and repair in the Owner's shops is the jurisdiction of this LOCAL UNION. The repair work shall be performed by qualified unit employees selected by the Owners, Shop Supervisor excluded.

ARTICLE 14 FIREMAN-OILERS, OPERATION OF VALVE FOR DRIVING PILING AND CONTROLS OUTSIDE CRANE CAB, STATIONARY TOWER CRANES

The EMPLOYER agrees to use an Oiler or Fireman in addition to the Engineer on all Asphalt Batch Plants, Power Shovels, Draglines, Clamshells, Cranes, Paving Mixers, Tunnel Boring Machine, Steam Derricks and Steam Pile Drivers, Truck Mounted Hoes, Truck Mounted Gradalls, Slip Form Pavers, CMI, Auto Grade, Belt Placers, Trimmers and similar types, Work Boats (over 100 HP), Central Concrete Batch Plants, Hydro Cranes, and Mobile Drills. All Mobile and Crawler type Tower Cranes, such as Linden, P&H, Manitowac and similar types require an Oiler. On all Hydraulic Backhoes with 360 degree swing (this does not include mini excavators under 16,000 pounds GVW) the assigned Operator shall receive one-half (½) hour at the applicable overtime rate to prepare his assigned machine. The operator must actually be on the job for the entire 30 minutes and preparing his machine to receive the prep-time pay.

- Non-lattice Boom Truck Cranes having three (3) axles or less shall not require an Oiler, a dolly shall count as an axle.
- All Rough Terrain Hydraulic Cranes (Cherry Picker) type machines under ninety-four thousand (94,000) pounds gross vehicle weight shall require one-half (½) hour prep time pay.

STATIONARY TOWER CRANES: Stationary Tower Cranes such as Linden, P&H, Manitowac and (Similar types) forty-five (45) hour guarantee for an eight (8) hour work day and forty (40) hour work week. The guarantee shall start at the time of erection of the Tower Crane and be continuous until the dismantling of the Tower Crane at completion of the project with no lay-offs.

Creter Cranes will require an Oiler when they have a gross vehicle weight of ninety-one thousand (91,000) pounds and over.

The EMPLOYERS signatory to this Agreement recognize the UNION'S Operator and Oiler, as the exclusive employees of the employing EMPLOYER for the operation, repair, assembling and dismantling of the crane they are operating. All work done on the crane shall be done by an Operator and Oiler. If additional help is required this help shall come from the Operating Engineers exclusively.

Where a watchman for a Steam or Heating Boiler is required, there shall be a Fireman employed watching same. Where a boiler is set up to furnish steam for heat or for a number of rigs, there shall be an Engineer employed to fire it.

In the interest of the parties to this agreement, it is agreed that crane oilers, preferably apprentices, shall be given the opportunity to learn the craft of Crane Operator. The EMPLOYER and the Crane Operator will allow as much operating time as possible, under the direct supervision of the Crane Operator. Safety factors will be considered.

It is further agreed that the UNION will make an effort to refer only those interested in becoming Crane Operators to oiling jobs, and for this reason only, utilize the referral list as necessary.

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

When an integral piece of equipment is attached to the crane, such as a Diesel Hammer or Auger (similar types of equipment) and are not controlled from the cab of the crane, the Operator's Oiler shall handle the controls attached to the Diesel Hammer, Auger, (and similar attachments) irrespective of where the controls are located and may also operate the external power pack or air compressor and receive Group 1 wages.

The same rules and regulations regarding overtime and working conditions which apply to the Engineers shall also apply to Oilers, except the Oiler shall take his lunch period before or after the Engineer and grease the machine during the Engineer's lunch time.

ARTICLE 15: DRUG AND ALCOHOL POLICY

Employees are the Contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, EMPLOYERS propose a policy that follows Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formerly known as NIDA) guidelines: Contractors will develop and maintain a drug testing program for their employees and supervisory personnel. Testing may be done prior to employment, periodically (defined as no more than one time per individual in any 12-month period), upon reasonable suspicion and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be SAMHSA certified. Possession, sale or use of alcohol, (definition to be included in testing procedures) or unauthorized prescribed medicines on the EMPLOYER'S property, site of construction, or during working hours regardless of location, shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined as a positive under this policy).

Drug screening shall be permitted as a pre-employment process. When screened and the applicant does not meet the requirements for employment the applicant may request the sample be sent to an approved laboratory for additional testing. If the test is negative the employer will pay for the test and promptly place the applicant at work compensating him/her for the lost days of work. If the test is confirmed positive the applicant shall pay for the test and not be eligible for employment.

All applicants for employment with any Signatory Contractor can be required to submit to and pass a drug test at the EMPLOYER'S expense. Should the EMPLOYER require a new applicant to be drug tested, that applicant shall be placed on the EMPLOYER'S payroll before testing begins. If an employee is notified that the results are positive, they will be paid in full to the end of the day of notification. All drug testing will be performed during normal working hours. No test need be performed, however, if the applicant has been employed by a Contractor covered by this Agreement, provided the individual authorizes the Contractor to obtain information from past EMPLOYERS to establish the individual's participation in this drug and alcohol testing program. All requests for information and information provided shall be maintained in strict confidence.

It is recognized that employees may be required to submit to testing as required by a project owner at the EMPLOYERS expense. Employees must agree to such testing, provided such tests meet the minimum standards of this policy. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all

purposes under this agreement and shall give rise to a rebuttable presumption that the employee had violated this policy.

Within three (3) days after notification of a positive drug test result, an employee subject to this policy can request the EMPLOYER to direct the MRO (Medical Review Officer) to authorize testing of the split sample at another SAMHSA laboratory of the employees choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the EMPLOYER shall reimburse the individual for the cost of that test and if employment is available, shall provide that individual with employment.

Employees taking prescription medication, which, according to their physician, may have physical or mental side effects, which could affect their performance on the job, should report the use of said medication to site supervision. Employees who report the use of lawfully prescribed medication shall not be disciplined for use of same, but may, upon the advice of the Medical Review Officer, be subject to possible reassignment to less hazardous operations. The EMPLOYER reserves the right to have its physician determine if a prescription drug produces hazardous effects. It is prohibited for employees to share or distribute prescribed medications or over-the-counter medicines to fellow employees.

An employee reasonably suspected to have used alcohol shall be required to submit to testing conducted in accordance with the procedures and methods adopted by the Federal Department of Transportation (40 CFR Part 40). A positive test will be reflected by a blood-alcohol content equal to, or greater than, the current Illinois State Motor Vehicle regulations.

No reasonable suspicion test can be performed unless the company representative involved in the decision to test has received training outlined under the federal regulations (Federal Register 59 Fed. Reg. 7333-4) for the Department of Transportation regarding drug and alcohol testing.

Employees tested upon reasonable suspicion shall not receive compensation for time spent away from the job while being tested, unless the result is negative. Compensation shall include any wages and benefits that would have been paid had the employee's work hours not been interrupted by the test. Upon written consent of the suspected employee, the UNION shall be notified that this member has been requested to submit to drug and/or alcohol testing.

Any employee who feels that he or she has developed a problem with alcohol or drugs is encouraged to seek assistance before it deteriorates into a disciplinary matter. Requests for assistance will be handled in the strictest confidence within the Company and the UNION. The Company will act in concurrence with the Union Health and Welfare Plan to help any employee who voluntarily notifies a Company representative that he or she may have a substance abuse problem, in obtaining suitable treatment. A written medical release will make the employee eligible for immediate reinstatement, provided the EMPLOYER has work available and the employee continues the required chemical dependency treatment program. Depending upon the recommendation of the

treating health care provider, the employee may be subjected to follow-up testing. Discipline, up to and including termination, may be imposed in the event it is reported by the treating health care provider that the employee has failed the plan of recovery. It is understood that the goal is not being one of replacing an employee who voluntarily sought help and continues to seek help after initial treatment, but rather one of encouraging those who feel the need for help to seek it.

Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

The provisions of this policy, requiring all employees to present themselves at work not having used alcohol and drugs, shall apply to all other individuals entering company property including, but not limited to, part-time personnel, temporary personnel, vendors, contract personnel, subcontractor personnel, consultants and any employees of contractors working on the jobsite or company property.

Funding procedures for a drug-free workplace construction industry program will be mutually agreed upon by the Building Trades and the Contractors Associations.

ARTICLE 16: STEWARD

A Steward shall be appointed for each job, one for each shift, where shifts are worked. They must see that all Operating Engineers, Firemen and Oilers on the job are Members of this UNION in good standing, subject to the provisions of ARTICLE FOUR of this Agreement. They must see that all provisions of this Agreement are strictly enforced. Every employee must report to the Steward before going to work for the first time. The Steward on the day or first shift shall be the Master Steward. It is agreed that the Steward will not have the power to strike any job.

The Contractor Representative and the job Steward shall both be notified of all replacements of employees on project. The job Steward shall be informed by the Company Representatives when the Company contemplates changing an Operator from one machine to another. The notification shall not affect the limitations on changes contained in ARTICLE ELEVEN of this Agreement. When an employee has been relieved on a job through sickness or other just causes, he shall notify the UNION Office and Contractor before going back to work.

ARTICLE 17 SHELTER, SANITATION, SAFETY AND FLAGMAN

The EMPLOYER, the UNION and the Employees shall take all precautions necessary to provide for the safety of the employees on the job and the EMPLOYER and the Employees agree to abide by and conform to Federal, State and Local safety regulations.

It is recognized that there are important roles to be performed by both management and labor in the prevention of accidents and to ensure a safe and healthy work environment. The work site should be maintained in a clean and orderly state, which in turn will encourage a safe, efficient and more productive operation.

It is important to succeed in this mutual endeavor. Failure of this effort can produce emotional stress, financial hardship and loss of work not only to the employee, but also to the EMPLOYER.

It is of mutual benefit to both labor and management to work together and pledge jointly that they will do all that is conceivable to maintain a safe, hazard free work environment on each job site. Regular job site inspections, continuous safety training on and off the job site, establishment of emergency procedures for each job site and commitment of continuing the teamwork between the parties to this Agreement will produce the desired results.

It should also be noted that if any employee fails to comply with any of the Company's safety rules or policies, that employee may find themselves in jeopardy of being dismissed by the EMPLOYER.

No employee shall be disciplined or in any way discriminated against for refusal to perform services during the period of the Employer's noncompliance with Safety Rules and Regulations where the EMPLOYER has been notified by a Safety Representative of the State of Illinois or U.S. Department of Labor, OSHA, that such noncompliance exists.

Employees must be furnished with suitable shelter to protect them and the machines they operate from falling materials and the elements of the weather. A trailer (or equivalent) shall be used as a shelter for eating lunch during the cold weather months and a tent (or equivalent) shall be used as a shelter for eating lunch during the warmer weather months. Where unusual circumstances exist, the EMPLOYER and the Business Manager shall confer for agreement on other suitable shelter arrangements.

There shall be suitable chilled water and sanitation facilities at projects in accordance to the size of the job.

On all demolition and clearing of timber and brush piles over and above the running board of the machine, there must be a safe canopy over the machine. No employee shall clear timber or brush alone.

An employee in the unit shall be employed as a flagman where one is warranted on all equipment covered by the jurisdiction of this Agreement.

Transportation shall be furnished to and from employee's machine in suitable conveyance and not in the back of a pickup truck or tractor-trailer or similar.

Safety equipment such as a hardhat, safety glasses, etc. is supplied by the employer. It is understood that the only cell phones permitted on the worksite are those issued by

the employer. Employees shall leave personal cell phones in their vehicles during work hours. Those in violation are subject to termination.

ARTICLE 18: PAYDAY

Regular Payday: Employees shall be paid once a week on the job in United States currency or its equivalent. There shall be no more than a three (3) work day holdback. The EMPLOYER shall have the right to make such deductions from the employee's salary as required by state and federal laws for Social Security and withholding tax. The EMPLOYER shall furnish to each employee with each weekly paycheck a check stub or letter setting forth the total number of hours worked and the amount of gross wages and also the amount and nature of each deduction made. If pay is not available, for any reasons, on payday, or pay is repeatedly incorrect (2 weeks in a row or after 3 incorrect checks) the employee shall be paid the applicable rate of wages for all time he waits, not to exceed eight (8) hours per day at the applicable rate.

By mutual agreement, the Business Manager and EMPLOYER may alter payday or holdback on any job site with reasonable cause.

Any employee whose payroll check is returned from the bank because of insufficient funds shall be entitled to an additional payment of \$250.00 for each payroll check so returned.

Direct Deposit: It shall be permissible for a contractor to pay employees by direct (electronic) deposit, provided the following requirements are agreed to in writing between the Contractor and the Business Manager:

1. Direct Deposit to employee's bank account shall be made on the contractor's regular payday.
2. Original check stubs for direct deposit only shall be emailed to the employee's email address or mailed to the employee's home mailing address on the contractor's regular payday.
3. Any shortages or discrepancy shall be resolved by mutual agreement on the contractor's regular payday. If more money is owed, it shall be transferred electronically to employee's account within two (2) banking days.
4. If rained out on employer's regular payday, and there is a shortage on the pay stub, it shall be corrected by electronic deposit to employee's account within two (2) banking days.
5. If for any reason the operator does not receive his check stub in time to resolve the problem on the employer's regular payday, it will be resolved by electronic transfer within two (2) banking days of the next scheduled work day.
6. When an employee is laid off or discharged and is paid by direct deposit, the deposit must be deposited within two (2) banking days. All other conditions of "**Layoff – Payday**" in this Article shall apply.

No Work on Payday. If no work on payday, the paychecks shall be available at the job site or at a mutually agreed upon location, not later than ONE HOUR from starting time at

the customary place. The EMPLOYER will not be required to have paychecks on the jobsite after 12:00 Noon.

If an employee is made to wait beyond that time for his money, he shall be paid the regular rate of wages for all time he waits, not to exceed eight (8) hours per day Monday through Friday.

Layoff – Payday. When the services of an employee are no longer required, he shall receive no less than eight (8) hours pay for the last day worked. This shall not apply if the employee is discharged for just cause or cannot perform the duties he was hired for. There shall be no layoffs by phone. Reporting to the job to receive a layoff check shall be considered to be the last day worked. This does not include a determination by the contractor to not resume operations after weather related shut down, such as a seasonal layoff or work being cancelled beyond the control of the contractor. If no work due to reasons other than inclement weather, it shall constitute a lay-off at the Operators request.

Notwithstanding the previous sections, if an operator is discharged or laid off permanently and the EMPLOYER does not have facilities at the job site to prepare payroll checks and the checks cannot be delivered before completion of the shift, the operator's pay check shall be mailed to his home address within twenty-four (24) hours excluding weekends and holidays.

When an employee is laid-off, or discharged, and is paid by check, if the check is not postmarked within twenty-four (24) hours as provided in the previous paragraph, the operator's pay continues at the rate of eight (8) hours per day until he is paid in full, cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular payday for his wages.

ARTICLE 19: REPRESENTATIVES AND CREDENTIALS

The Union Representatives, carrying proper credentials, shall be allowed to visit all jobs to interview the EMPLOYER, Stewards, and Employees at work. For this purpose it shall be the duty of the EMPLOYER to provide adequate passes, as requested by the UNION.

ARTICLE 20: UNION & EMPLOYER-CONDITIONS & JURISDICTION

The UNION hereby agrees that it will not willingly permit any Operators to work on any of the above mentioned classes of work in the above mentioned fifteen and one-half (15½) counties for anyone at any less rate of wages. They shall use all legal and peaceful means to see that all classes of work mentioned in ARTICLE THREE of this Agreement, (being done by other EMPLOYERS) is done at a scale of wages not less than that set forth in this Agreement.

**ARTICLE 21:
CONTRACT DISPUTE**

If a dispute concerning the meaning, interpretation, application or compliance with this Agreement cannot be resolved by the EMPLOYER and the Business Manager of the UNION, then within forty-eight (48) hours of notification to the Executive Director of the Greater Peoria Contractors and Suppliers Association, Inc., or his office, (excluding Saturdays, Sundays and Holidays) a committee consisting of at least one member each from the EMPLOYER side and the UNION side of the negotiating committee of this Agreement will meet and attempt to adjust the dispute. A majority of the Committee may issue a final and binding decision on the dispute.

There shall be no strike or lockout until the procedure set forth in the previous paragraph has been exhausted.

In the event the committee is unable to resolve the dispute presented to it, then the UNION, may, refer the matter to binding arbitration. The UNION must then give notice of the request, in writing, to the EMPLOYER within ten (10) days of the failure of the committee to resolve the dispute. The UNION and the EMPLOYER shall attempt to reduce the dispute to writing for presentation to the arbitrator, but failure to do so shall not be a bar to arbitration.

Upon referral to arbitration the UNION and the EMPLOYER shall request a list of five persons experienced in the construction industry from the Federal Mediation and Conciliation Service office servicing Peoria, Illinois. From this list the UNION and EMPLOYER shall alternately strike names until one remains and that person shall be appointed as arbitrator. Failure of the UNION or EMPLOYER to comply in a timely manner with this process shall constitute waiver of that party's right to participate in the arbitration process. All charges for the arbitrator's services shall be divided evenly between the UNION and EMPLOYER unless the arbitrator finds that the claim or defense is frivolous, in which case all arbitrators' fees may be assessed in whole against that party.

The arbitrator shall not have the power to add or detract from this Agreement. The arbitrator's decision shall be final and binding on the UNION and EMPLOYER in regard to the case presented for arbitration. The arbitrator shall not have the authority to assign work to any other craft, trade or group of employees, or determine any jurisdictional issue arising between the UNION and any other UNION.

**ARTICLE 22:
SUB-CONTRACTING**

The EMPLOYER agrees to not subcontract bargaining unit work to be performed at the site of construction, alterations, or repair; except to a person, firm or corporation signatory to this agreement.

**ARTICLE 23:
PRE-JOB CONFERENCE**

The EMPLOYER agrees to notify the Local Unions, District Councils or Local Building Trades Councils, of newly acquired work covered by this Understanding, providing the names and addresses of contractor/known sub-contractors, (all sub-contractors, names and addresses, etc. will be provided to the designated Local Building Trades Council Representative once that information is known), the scope of work to be performed and probable starting date. The Local Unions, District Council or the Building Trades Council may or may not schedule a pre-job conference at the earliest mutually available date. In emergency situations, such as fire, blow-ups and the like, this requirement shall be waived.

It is further understood and agreed that no EMPLOYER securing work in any of the above mentioned fifteen and one-half (15½) counties will be allowed to bring in any employees, either skilled or unskilled from outside the jurisdiction of this Local Union when applicants registered under the referral system of this Agreement are available. Safety shall be discussed at the pre-job conference.

**ARTICLE 24:
UNEMPLOYMENT COMPENSATION, BONDING
AND INDEMNIFICATION**

It is agreed that in order to insure all employees who are covered by this Agreement, against the hazards of unemployment resulting through no fault of their own, that all EMPLOYERS not required to pay contributions under the Illinois Unemployment Act shall become subject thereto in the manner provided by said Act and the regulations promulgated hereunder.

For cause, unless waived by mutual agreement between the EMPLOYER and the UNION, any EMPLOYER who has not maintained a business office within the jurisdiction covered by this Agreement for at least one (1) full year immediately preceding the execution of this Agreement shall obtain and maintain during the terms of this Agreement a surety bond in the amount of \$30,000.00 to guarantee to his employees working under this Agreement the payment of wages and fringe benefits. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

Failure of an EMPLOYER to obtain and maintain an effective surety bond as required herein or failure and default by an EMPLOYER of payment of obligations covered by this Agreement in excess of the amount of the surety bond, may at the option of the UNION, be declared by the UNION a gross breach of this Agreement in consequence of which the UNION shall have the right to resort to economic and other sanctions against said EMPLOYER.

In the event the UNION and/or Trustees of the Funds are required to file suit by reason of an EMPLOYER'S failure to maintain his monthly fringe benefit contributions, and a

judgment is rendered in favor of the UNION and/or Trustees, as part of said judgment a reasonable amount of the Attorney's fees and court costs and applicable interest charges shall be awarded them by the court.

Employees shall be indemnified by their EMPLOYERS against any claims or suits made against them for bodily injury, death or property damage while said employees are working within the scope of their employment. The responsibility for indemnification shall be on the individual EMPLOYER only.

Employees injured on the job and required to be off work for more than one (1) week shall continue to have contributions on their behalf made by the EMPLOYER to the Health and Welfare Plan from the date of their filing a Workman's Compensation claim to the period when they are receiving Workman's Compensation disability payments. In no event shall this period continue beyond one (1) year.

If an employee who is not receiving temporary disability benefits through workers compensation misses time from work for medical attention caused by a work related injury, the Employer shall pay all wages and benefits for the time lost. The employee must have reported the work related injury in a timely manner.

**ARTICLE 25:
N.L.R.B.**

Notwithstanding any provision of this Agreement, no EMPLOYER shall be deemed to have agreed to violate any provision of the Labor Management Relations Act, nor to enforce or maintain any illegal provision of this Agreement.

**ARTICLE 26:
HEALTH BENEFITS, PENSION, ANNUITY,
APPRENTICESHIP, UPGRADE**

The EMPLOYERS signatory to this Agreement shall contribute payment to the Central Pension, Annuity Fund of the International Union of Operating Engineers Local 649, Health Benefit Plan, Apprenticeship Fund, the Upgrade Fund in the amount as set out in Article Thirty-four and Addendum A as mutually agreed to between the Association and the UNION.

Such contribution(s) shall be made for all hours worked by or paid to, all employees covered by this Agreement.

The EMPLOYER shall contribute the amount set forth in Article 34 and Addendum A of this Agreement for each hour worked or paid to each employee covered by this Agreement to the mutually established Local No. 649 Operating Engineers Apprenticeship Trust Fund for the purpose of an Apprenticeship Training program for skills and duties in job classifications under the jurisdictional coverage of the International Union of Operating Engineers. The EMPLOYER shall contribute an

additional amount, also set forth in Article 34 and Addendum A, for each hour worked or paid to each employee covered by this Agreement to the same Local No. 649 Operating Engineers Apprenticeship Fund for the purpose of retraining towards upgrading skills of non-apprentices under the jurisdictional coverage of the International Union of Operating Engineers. The contributions to said Trust Fund shall be maintained in the same account by the Trust Fund.

It is recognized that failure to provide training opportunities for journeymen and apprentices, and the failure of these individuals to take advantage of these opportunities stands as an impediment to the competitiveness of the area's unionized construction industry. It is also acknowledged that training will have a discernable, positive effect upon productivity and quality for the industry. It is further noted that verifiable training offers a strong marketing concept for contractors, thereby enhancing employment opportunities for Union Labor. These concepts also promote pride and satisfaction in Building Tradesmen, which, in themselves, are marketable attributes.

Labor and management agree that the company shall accommodate any apprentice or trainee during such times of training in effort to help deter financial hardship.

Management and Labor therefore pledge to work towards the development of intensified, innovative training programs designed to improve quality, safety and productivity in a competitive environment. To this end, the UNIONS may provide to EMPLOYERS current lists of those tradesmen that successfully complete upgrade training programs so that they will be naturally rewarded through increased work opportunities for reinvesting in their collective futures.

It is further agreed that the UNIONS will provide to the management associations specific information on the scope of any journeyman upgrade training.

If at any time the members of the UNION shall vote to discontinue the Pension, Health Benefit Plan, Annuity Plan, the Apprenticeship Fund & Upgrade Fund, the contributions shall automatically become wages unless transferred to an existing benefit per UNION notification of membership vote.

The Local No. 649 Operating Engineers Apprenticeship Trust Fund shall consist of six (6) Trustees, three (3) of which shall be EMPLOYER Trustees and three (3) of which shall be UNION Trustees named by the Business Manager of Local Union No. 649. It is further agreed that there shall be one EMPLOYER Trustee and one UNION Trustee who will sit on the Health and Welfare Plan.

The EMPLOYERS signatory to this Agreement hereby agree to be bound by the terms and conditions of the Agreements and Declarations of Trust governing the Central Pension Fund, Annuity Plan of the International Union of Operating Engineers Local 649, and participating EMPLOYERS, the Mid Central Operating Engineers Health & Welfare Plan, Operating Engineers Local No. 649 Apprenticeship Trust Fund, and the Upgrade Fund, as such trust agreements may be amended from time to time and such agreements are hereby incorporated by reference and made a part of this Agreement.

If during the term of this Agreement, Trustees of the Mid Central Operating Engineers Health Benefit Plan vote to merge into another Health and Welfare Fund, and if the trustees of that fund vote to accept such merger, then the parties to this Agreement shall promptly execute the necessary amendment to this Agreement to provide for applicable contributions to be paid into and signatory EMPLOYERS to be bound by the terms and conditions of the Agreement and Declaration of Trust governing said Fund. Any adjustment to the contribution rate resulting from such merger shall be handled in the same manner as increases or decreases to other negotiated fringe benefit funds as set forth below.

Should the UNION desire to increase or decrease the amount contributed by the EMPLOYERS to negotiated fringe benefit funds, the UNION shall notify the Association in writing of such request at least thirty (30) days before said increase or decrease is to become effective. The basic wage rate shall be adjusted by the amount of the increased or decreased contribution(s). The parties agree to amend this Agreement to reflect said increase or decrease and the adjusted hourly rate.

Further, should the UNION desire to implement a new fringe benefit fund or check-off, they shall notify the Association, in writing, at least thirty (30) days prior to implementing such fringe or check-off. The parties agree to amend this agreement to reflect said fringe or check-off language and adjust the hourly rate accordingly.

ARTICLE 27: MARKET RECOVERY PROGRAM FOR PRIVATE WORK

The Union and Employer jointly recognize and agree that it is important for the Employer to compete effectively on private work so that the Union and Employer retain the present market and expand into new areas for the benefit of both parties. In furtherance of that goal, the parties agree that the rate of pay and fringe benefits for such work shall be as set forth in Addendum A. On Addendum A jobs where non-union contractors are bidding, the Employer agrees to employ unit employees and will pay the contractual wages and fringe benefits as stipulated in this Agreement. All other terms and conditions of employment shall be as mutually agreed upon by the Employer and Business Manager. Work that is done pursuant to a project labor agreement in any form, a power house or power plant agreement commonly known as PHLA or a similar agreement, work performed under the National Maintenance Agreement, and work that is subject to a state or federal prevailing wage requirement shall be at the rate of pay and fringe benefits set forth in Article 34.

ARTICLE 28: TRICON

The parties recognize the value to the community and to the construction industry of a joint labor-management committee serving the construction industry. To this end the

parties agree to participate in, support and, in part, fund the operation of the Tri-County Construction Labor-Management Council (TRICON).

In addition to the base wage rate, the EMPLOYER agrees to contribute to TRICON as follows: Ten cents (\$.10) per hour.

The parties recognize that the TRICON contributions as set forth above represent a joint and matching contribution on behalf of each EMPLOYER and each employee. In the event that during the life of this Agreement TRICON ceases to exist, the matching contribution by the Employer will revert back to the Employer and the matching contribution by the Union will revert back to the Union.

ARTICLE 29: INDUSTRY FUND

The Combined Central Illinois Construction Industry Fund has been organized to improve public relations, to improve the standards of the industry, to conduct educational programs, and to conduct any program for the benefit of the construction industry. The Combined Central Illinois Construction Industry Fund shall not conduct any anti-union or political activity.

The EMPLOYER agrees, commencing with the first payroll following the effective date of this Agreement, to make payments to the "Combined Central Illinois Construction Industry Fund Trust" (hereinafter referred to as "Fund") for each employee covered by this Agreement, said amount to be deducted shall be as set forth in Article Thirty-Four and Addendum A.

All contributions shall be made at such times and in such manner as the Trustees of the Fund shall require.

If the EMPLOYER fails to make contributions to the Fund within the period required by the Trustees of the Fund, the EMPLOYER shall be liable for all reasonable costs for collecting the payments due together with any reasonable attorney's fees and reasonable damages assessed by the Trustees of the Fund.

ARTICLE 30: WORKING DUES CHECK-OFF

The EMPLOYER agrees that at any time during the term of this Agreement, upon the following conditions, it will check-off and deduct from the pay of employees in the unit certain dues of the UNION to be forwarded thereupon to the UNION: (a) the UNION shall, by certified mail, give the Association at least thirty (30) days notice of the effective date dues deductions are to be made, and the amount of such deduction to be made, and (b) the employees sign a proper authorization card for such deduction and said cards are provided to the Associations as representatives of the EMPLOYER for the purposes herein. The dues so deducted shall be remitted to the UNION at least monthly, accompanied by a report showing the employees names, hours worked, and

amount deducted. When effective said dues shall be in the amount as set forth in Article Thirty-Four and Addendum A.

At any time thereafter, the UNION may, upon at least thirty (30) days notice by certified mail to the Associations, increase, decrease or discontinue said deductions for a period of time.

The authorized dues deductions shall include an amount, as set forth in Article Thirty-Four and Addendum A for a Political Education Fund "administered by the UNION", provided the EMPLOYER or the Association as representative of the EMPLOYER for purposes herein received voluntary authorizations from employees to this effect. It is understood that there shall be only one (1) deduction reported in the dues column of the reporting form, which shall include the Political Education Fund deduction, and that said deduction shall be the same for all employees. In the event of an erroneous or unauthorized deduction, upon discovery by the fund or notice from the non-participant the fund shall remit back such deduction directly to the employee. Remittance shall be made within a reasonable time after discovery or notice. Said Political Education deductions are, and shall be the property and possession of the employee from whose wages they were deducted from the time of their deduction and deposit in the bank until their actual deposit from the bank in the Political Education Fund, and shall not be considered as having passed through any UNION possession, ownership or control prior to deposit in the fund as authorized and directed by the employee.

Said EMPLOYER shall upon demand of the UNION make available books and records necessary to verify that such amounts have been properly deducted, reported and remitted.

ARTICLE 31: BUILDING TRADES CHECK-OFF

The EMPLOYER shall deduct from the negotiated base rates of pay an amount equal to the West Central Illinois Building and Construction Trades Council Check-off, as set forth in Article Thirty-Four and Addendum A, and shall deduct same from the employees wages each week and remit same to the West Central Building and Construction Trades Council, 400 N.E. Jefferson, Peoria, Illinois 61603; together with a list of names and total hours worked of each employee from whom deductions were made. The payment and the payroll report shall be mailed to reach the offices of the Council not later than ten (10) calendar days following the end of each calendar month.

The EMPLOYER shall be furnished a written authorization from each employee which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner.

The territorial jurisdiction of the West Central Illinois Building and Construction Trades Council comprises the following counties or portions thereof, in the state of Illinois: Peoria, Adams, Brown, Fulton, Hancock, McDonough, Schuyler, Stark, Tazewell, Woodford, that portion of Mason lying north of Route #136, east and west to the county

lines, and that portion of Marshall County south of an east-west line formed by the south county lines of LaSalle and Putnam, which excludes the town of Henry and all territory east of Route #89 in Marshall County.

**ARTICLE 32:
DATE OF AGREEMENT & AMENDMENTS**

This Agreement shall become effective April 1, 2021, and remain in full force and effect through March 31, 2026, and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) days prior to the expiration date.

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 ninety (90) days but not more than 120 days prior to the expiration of this or any subsequent agreement said non-member EMPLOYER notifies the UNION in writing that it revokes such authorization.

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.

**ARTICLE 33:
CLASSIFICATION OF EQUIPMENT**

WAGES

Cranes

ESCALATED RATE on Crane and Derrick Booms:

\$.05 per hr., per ft., over 90 ft. including jib

\$1.00 per hour over scale when crane or derrick boom is positioned
50 ft. or more above adjacent ground level or water level.

CAPACITY PAY:

\$.02 per hr., per ton - over 50 ton capacity

Boom Pay and Capacity Pay shall not be pyramided.

CERTIFICATION PAY - OPERATORS with certifications of National Commission for the Certification of Crane Operators (CCO) or Operating Engineers Certification Program (OECP):

Operating engineers who operate Lattice Boom Crawler Cranes, Lattice or Hydraulic Boom Truck Cranes, Telescopic Hydraulic Boom Cranes (Swing Cab or Fixed Cab), Tower Cranes, Overhead Cranes and have been Certified by the National Commission for the Certification of Crane Operators (CCO) or Operating Engineers

Certification Program (OECP) on the equipment they operate shall receive \$2.00 per hour above the applicable straight time rate and shall be included in all overtime calculations.

OQ CERTIFICATION PAY (when required by owners or requested) - Excavators, Dozers, Side Booms, etc. - \$2.00 per hour above the applicable straight time rate and shall be included in all overtime calculations.

HAZMAT PAY and/or ASBESTOS PAY – provided the work is so designated in the contract documents or requires Hazmat or Asbestos certification.

Level A – add \$4.00 to the appropriate Group rate

Level B – add \$3.00 to the appropriate Group rate

Level C – add \$3.00 to the appropriate Group rate

Level D – add \$2.00 to the appropriate Group rate

GROUP I

Overhead Cranes

Gradall

All Rough Terrain Hydraulic Cranes (Cherry Pickers) 94,000 lbs gross vehicle weight and over require an oiler

Mechanics

Central Concrete Mixing Plant Operator

Road Pavers (Single drum - Dual Drum -Tri-Batchers)

Blacktop Plant Operators and Plant Engineers

3-Drum Hoist

Derricks

Hydro Cranes (non-lattice boom truck cranes having three (3) axles or less shall not require an oiler, a dolly shall count as an axle.)

Spider Crane

Load Fast Modular Loading Systems Portable Crane (All Similar Types)

Shovels

Skimmer Scoops

Koehring Scooper

Drag Lines

Backhoe

360° Swing Excavators

Derrick Boats

Pile Drivers and Skid Rigs

Clamshells

Locomotive Cranes

Dredge (all types)

Guard Rail Machines (machines that cannot be moved forward from the post pounder seat requires an oiler)

Motor Patrol

Power Blades - Dumore - Elevating and similar types

Tower Cranes (Crawler-Mobile) and Stationary

Crane-type Backfiller

Drott Yumbo and similar types considered as Cranes
Caisson Rigs
Dozer
Tornadoizer
Work Boats
Ross Carrier
Tunnel Boring Machines (shall require an oiler)
Carts/haul units for a boring machine
Helicopter
Tournapulls-all and similar types
Scoops (all sizes)
Pushcats
Endloaders (all types)
Skidsteer (With Attachments)
Asphalt Surfacing Machine
Slip Form Paver
Rock Crusher
Heavy Equipment Greaser
CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types
Side Booms
Multiple Unit Earth Movers: \$.75 per hr., for each scoop over one (1)
Creter Crane
Trench Machine
Concrete Pump Truck
Pumpcrete-Belt Crete-Squeeze Crete-Screw-type Pumps and
Gypsum Bulker & Pump - Operator will clean
Formless Finishing Machine
Flaherty Spreader or Similar types
Screed Man on Laydown Machine
Wheel Tractors (Industrial or Farm-type w/Dozer-Hoe-Endloader
or other attachments)
F.W.D. & Similar Types
Vermeer Concrete Saw
Self Propelled Concrete Saw
Material Crusher
Screening Plants
Laser Screed
Span Saw
Lull & Similar Types
Off Road Trucks, Articulating End Dump Vehicles & similar types
Concrete & all recycling machines
Vac Truck
Foreman (See Article 5)

GROUP II

Dinkeys
Power Launches
PH One-pass Soil-Cement Machines (and similar types)

Pugmill with Pump
Backfillers
Euclid Loader
Forklifts
Jeeps w/Ditching Machine or other attachments
Tunneler
Automatic Cement and Gravel Batching Plants
Mobile Drills (Soil Testing) and similar types
Gurries and Similar Types
1 and 2 Drum Hoists (Buck Hoists and similar types)
Chicago Boom
Horizontal Boring Machine & Pipe Jacking Machine & Directional Boring Machine
Hydro Boom
Dewatering System
Straw Blower
Hydro Seeder
Assistant Heavy Equipment Greaser on Spread
Tractors (Track-type) without Power Unit Pulling Rollers
Rollers on Asphalt-Brick or Macadem
Concrete Breakers
Concrete Spreaders
Mule Pulling Rollers
Cement Stripper
Cement Finishing Machines & CMI Texture & Reel Curing Machines
Cement Finishing Machine
Barber Green or Similar Loaders
Vibro Tamper (All Similar types) Self-Propelled
Winch or Boom Truck
Mechanical Bull Floats
Mixers over 3 Bag
Tractor Pulling Power Blade or Elevating Grader
Porter Rex Rail
Clary Screed
Truck-type Oilers with CDL
Fireman
Spray Machine on Paving
Curb Machines
Truck Crane Oilers with CDL
Oil Distributor
Truck-Mounted Saws
Construction Elevator temporarily installed

GROUP III

Any combination of three (3) of the following pieces of equipment may be run without an Operating Engineer; four (4) of the following pieces of equipment requires an Operator; eight (8) of the following pieces of equipment re-quires an additional Operator; etc.

Air Compressor-600 CFM and under

Herman Nelson Heater, Dravo, Warner, Silent Glo and Similar Types (except for heaters that do not need fueling or servicing, such as natural gas/electric heaters that do not need manned)

Water Pump(s) (exception See Article Twelve, Paragraph One)

Light Plants

Generators

Welding Machines

All Elevators, permanently installed used for hoisting or lowering building material

If manning is needed, an Operating Engineer will man

The following pieces of equipment require an Operating Engineer:

Air Compressor - over 600 CFM

Power Subgrader

Straight Tractor

Trac Air without attachments

Roller: Five (5) Ton and under on Earth or Gravel

Form Grader

Crawler Crane, Skid Rig Oilers & Oilers without CDL

Conveyor (1) or (2). Operator will clean

Mixer (3) Bag and under (Standard Capacity with skip)

Bulk Cement Plant

Oiler on Central Concrete Mixing Plant

Stud Welder

Any time a new machine comes on the job that is not listed in any of the above Groups, the EMPLOYER and the Business Manager of the UNION shall mutually determine to what Group said machine shall be assigned.

Effective April 1, 2021, it is agreed by and between Operating Engineers Local Union 649 and the Greater Peoria Contractors and Suppliers Association, Inc. that the operation, maintenance, repair, erection and dismantling of all equipment currently listed in the collective bargaining agreement with the expiration date of March 31, 2026, regardless of mode of power or operation, including autonomous and semi-autonomous equipment is the work of the Operating Engineers.

Definitions of autonomous: Cabless equipment operated by other means.

Definition of Semi-autonomous: Equipment that has a cab and can be operated either by other means, or an operator in the seat.

**ARTICLE 34
WAGE SCALES, HEALTH AND WELFARE, PENSION,
ANNUITY, APPRENTICESHIP, UPGRADE, INDUSTRY FUND
AND TRICON**

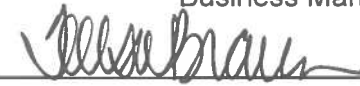
CERTIFIED AREA STANDARD WAGES AND BENEFITS

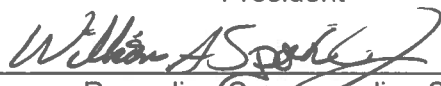
	04/01/21 thru 03/31/22	04/01/22 thru 03/31/23	04/01/23 thru 03/31/24	04/01/24 thru 03/31/25	04/01/25 thru 03/31/26
GROUP I					
Hourly Rate	\$42.96	\$TBD	\$TBD	\$TBD	\$TBD
Pension	13.50				
Annuity	8.75				
Health & Welfare	10.80				
Apprenticeship	1.80				
Upgrade Program	1.80				
Industry Fund	0.22	0.22	0.22	0.22	0.22
TRICON	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>
Total Wage Package	\$79.93	\$82.33	\$84.80	\$87.34	\$TBD
CHECK-OFFs:					
Working Dues**	5%	5%	5%	5%	5%
PAC	\$.10	\$.10	\$.10	\$.10	\$.10
Building Trades	\$.20	\$.20	\$.20	\$.20	\$.20
GROUP II					
Hourly Rate	\$39.75	\$TBD	\$TBD	\$TBD	\$TBD
Pension	13.50				
Annuity	8.75				
Health & Welfare	10.80				
Apprenticeship	1.80				
Upgrade Program	1.80				
Industry Fund	0.22	0.22	0.22	0.22	0.22
TRICON	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>
Total Wage Package	\$76.72	\$79.02	\$81.38	\$83.81	\$TBD
CHECK-OFFs:					
Working Dues**	5%	5%	5%	5%	5%
PAC	\$.10	\$.10	\$.10	\$.10	\$.10
Building Trades	\$.20	\$.20	\$.20	\$.20	\$.20
GROUP III					
Hourly Rate	\$34.45	\$TBD	\$TBD	\$TBD	\$TBD
Pension	13.50				
Annuity	8.75				
Health & Welfare	10.80				
Apprenticeship	1.80				
Upgrade Program	1.80				
Industry Fund	0.22	0.22	0.22	0.22	0.22
TRICON	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>	<u>0.10</u>
Total Wage Package	\$71.42	\$73.56	\$75.76	\$78.03	\$TBD
CHECK-OFFs:					
Working Dues**	5%	5%	5%	5%	5%
PAC	\$.10	\$.10	\$.10	\$.10	\$.10
Building Trades	\$.20	\$.20	\$.20	\$.20	\$.20

**WORKING DUES 5% OF GROSS WAGE

**Representing the
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 649:**

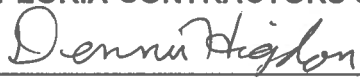
Signed: 
Business Manager

Signed: 
President

Signed: 
Recording Corresponding Secretary

6408 W. Plank Rd.
Peoria, IL 61604
(309) 697-0070
FAX: (309) 697-0025
www.iuoe649.org

**Representing the
GREATER PEORIA CONTRACTORS & SUPPLIERS ASSOCIATION, INC.**

Signed: 
Executive Director

1811 W. Altorfer
Peoria, IL 61615
(309) 692-5710
FAX: (309) 692-5790

SIGNATORY CONTRACTOR:

Company Name: _____

Address: _____

Signed: _____
Company Officer or Authorized Contractor Representative

Telephone: _____ Fax: _____

FEIN: _____

Date: _____

Addendum A

(Not for use on PLA, NMA, power house work or any other prevailing wage work)

	04/01/21 thru 03/31/22	04/01/22 thru 03/31/23	04/01/23 thru 03/31/24	04/01/24 thru 03/31/25	04/01/25 thru 03/31/26
GROUP I					
Hourly Rate	\$38.66	+\$1.95	+\$2.00	+\$2.05	+\$2.10
Pension	\$11.00				
Annuity	\$ 8.50				
Health & Welfare	\$ 9.80				
Apprenticeship	\$ 1.80				
Upgrade Program	\$ 1.80				
Industry Fund	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22
TRICON	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>
Total Wage Package	\$71.88	\$73.83	\$75.83	\$77.88	\$79.98
CHECK-OFFs:					
Working Dues**	5%	5%	5%	5%	5%
PAC	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Building Trades	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
GROUP II					
Hourly Rate	\$36.03	+\$1.87	+\$1.92	+\$1.97	+\$2.02
Pension	\$11.00				
Annuity	\$ 8.50				
Health & Welfare	\$ 9.80				
Apprenticeship	\$ 1.80				
Upgrade Program	\$ 1.80				
Industry Fund	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22
TRICON	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>
Total Wage Package	\$69.25	\$71.12	\$73.04	\$75.01	\$77.03
CHECK-OFFs:					
Working Dues**	5%	5%	5%	5%	5%
PAC	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Building Trades	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
GROUP III					
Hourly Rate	\$34.09	+\$1.82	+\$1.87	+\$1.92	+\$1.97
Pension	\$11.00				
Annuity	\$ 8.50				
Health & Welfare	\$ 9.80				
Apprenticeship	\$ 1.80				
Upgrade Program	\$ 1.80				
Industry Fund	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22
TRICON	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>	<u>\$ 0.10</u>
Total Wage Package	\$67.31	\$69.13	\$71.00	\$72.92	\$74.89
CHECK-OFFs:					
Working Dues**	5%	5%	5%	5%	5%
PAC	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Building Trades	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20