

**AGREEMENT**

between

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION 965, AFL-CIO**

and

**CENTRAL ILLINOIS BUILDERS OF A.G.C.**

**MEMORANDUM OF AGREEMENT**

covering

All public or private construction, demolition, alteration, repair, maintenance, excavation, production and other work performed by the Employers who are parties to this Agreement,

including

Building, street, sewer, drainage, dredging; water, gas, and oil lines; railroads, airports, docks, wharves, piers, shipyards, seawalls, river work, tunnels, subways, dams, reservoirs, disposal plants; temporary sand and gravel pits, rock quarries, and material yards; land clearing and development, drilling operations; all underground cables.

**Effective May 1, 2017 through April 30, 2020**

3520 East Cook Street  
Springfield, Illinois 62703  
(217) 528-9659

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## PREAMBLE

THIS AGREEMENT is hereby made and entered into this 1st day of May, 2017, by and between the Central Illinois Builders of the A.G.C., hereinafter called the Association on behalf of its present and future members and other firms who so authorize it, hereinafter called Employer(s); and Local Union No. 965, of the International Union of Operating Engineers, hereinafter referred to as the Union. WITNESSETH THAT:

WHEREAS, it is believed that the interest of the general public, the EMPLOYERS and the UNION can best be served if a workable agreement exists between and among the parties hereto, in the efficient and productive employment of operating and apprentice engineers on all classes of public and private work engaged in by the Employer in the counties of Illinois hereinafter listed; and

WHEREAS, operating and apprentice 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 district wherein their work is performed; and

WHEREAS, the parties hereto desire to enter into an agreement relating to wages, hours, and other terms or conditions of employment represented by the Union; and

WHEREAS, it is the desire and intent of the parties to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours, and working conditions, to prevent strikes and lockouts, and to represent the interest of the general public, the industry, and the craft.

IT IS, THEREFORE, UNDERSTOOD AND AGREED by and between the parties hereto as follows.

## ARTICLE I Craft Jurisdiction

**Section 1.** It is mutually understood and agreed by the parties hereto that the craft jurisdiction of the Union shall cover and apply to all persons engaged in performing the following duties or classifications of work.

**Section 2.** All persons engaged in erecting, dismantling and repairing, operating or assisting in operating, erecting, dismantling, or the repair of, all hoisting and portable machines, all refrigerating machines or units and engines, 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, underground cables, allotment development construction, harbor and river dredging, the construction and repair of all docks, wharves, piers, shipyards, and seawalls; all sand, gravel and stone pits; quarries and material yards (permanent and temporary), 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 blasthole drilling machines; all sandblasting 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 materials or heating water, or furnishing steam for the operation of all machines, engines and other appurtenances herein specified; all locomotive, tractor and truck type cranes; all derricks, boom hoists (of all descriptions and capacities), and automatic hoists; house and all elevators, man lifts (permanent and temporary) used for hoisting building material or lowering debris or carrying workmen from floor to floor in buildings 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 clamshell and orange peel buckets when used in connection with any machine or 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 selfpropelled dredges and rock drilling plants; all dinkey and standard locomotives, derrick cars, tractors and all tractorpropelled machinery; all power and elevator graders, scarifiers, bulldozers, Barber Green loaders, all trenching and ditching machines, all mechanical hoe type machines, backfillers and conveyors; all cranes, including overhead cranes, derricks, machines, engines, and boilers used in asphalt and concrete mixing plants and all other engines and machines (irrespective of motive power) used on construction work which shall specifically include all fork lifts; wheel types, track types, either gas, diesel or electric, all water pumps, irrespective of horsepower, gas, diesel, electric, or air, all motor driven welders,

generators, or light plants, gas, diesel or electric driven, selfpropelled sheepsfoot or compaction roller of any types or size, irrespective of horsepower; pulverizer, or vibratory compactors, helicopter service when used in lieu of equipment covered by this Agreement, mechanical space heaters, autograde; formless paver, autograde placer, vibratory hammer (power source) and finisher and similar equipment, or in the loading, unloading or storage of commodities at or in terminals and all other engines and machines within the craft jurisdiction of the Operating Engineers on building and utility construction work.

## **ARTICLE II** **Conflict of Jurisdiction**

In cases where there shall develop a jurisdictional dispute between this Union and another and the dispute cannot be settled amicably at the Local level, then the procedural rules and regulations of the National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry shall be utilized, which, among other things, provides that there shall be no stoppage of work resulting from such disputes. In cases where it becomes the Employer's responsibility to make a specific assignment of work because of disputed jurisdiction, said assignment shall be in accordance with the above-mentioned rules and regulations and then shall be submitted to the disputing parties in writing on the letterhead of the Employer involved, or by telegram.

## **ARTICLE IIIA** **Referral of Applicants**

In order that the Employer shall have a competent working force and to promote efficiency and safety of operation, the Employer and the Union agree that effective May 1, 2009:

(A) The Union shall maintain a list of persons available for employment.

(B) The Union shall be the sole and exclusive source of referral of applicants for employment. The Employer shall request the Union to refer applicants as required and shall not solicit applicants directly and shall not in any manner circumvent the Union in the recruitment of applicants for employment.

(C) The Employer in requesting referral of applicants shall specify to the Union (1) the number of applicants to be employed, (2) the work to be performed, (3) the location of the project, (4) the nature of the project and (5) such additional information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.

(D) The Union will not discriminate, either in the maintenance of the list or in its referrals for employment, against any person because of his membership or nonmembership in the Union. Selection of applicants for referral shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or application of Union membership, policies or requirements. Neither the Union nor the Employer shall discriminate in any way whatsoever against any employee or applicant for employment for reasons of race, color, religion, national origin, sex, age, disabilities, Vietnam Veterans, disabled veterans or any other characteristic protected by law.

(E) All such referrals for employment shall be in accordance with the following procedures:

1. An applicant must have maintained his permanent residence in the geographical area of Adams, Brown, Cass, Christian, DeWitt, Logan, Macon, Menard, Morgan, Piatt, Pike, Sangamon, Schuyler, Scott or Shelby Counties for a period of two (2) years, or who, having had a permanent home in said area, has temporarily left with the intention of returning to said area as his permanent home.

2. The Union and the Employers agree that 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 by group and each applicant shall be registered in the highest group for which he is qualified. Referral of prospective employees shall be first from Group A, then Group B, Group C, Group D and Group E. Registrants shall retain their existing classification or be grouped according to the Union's referral rules as follows:

Group A: All applicants who have at least four (4) years of employment under a Local 965 collective bargaining construction agreement.

Group B: All applicants who have less than four (4) years of employment but at least three (3) years of employment under a Local 965 collective bargaining construction agreement.

Group C: All applicants who have less than three (3) years of employment but at least two (2) years of employment under a Local 965 collective bargaining construction agreement.

Group D: All applicants with less than two (2) years of employment under a Local 965 collective bargaining construction agreement.

Group E: All other applicants for employment.

Employees shall lose the length of service credits for time worked if there is a continuous break of five (5) years in their length of service under a construction agreement, or if they show intent to cease working at the craft in this geographical area by taking a transfer, withdrawal, or in any other way.

A crane trainee list will be developed. In order to qualify for this list, an Operator must successfully complete an 80 hour Preparation for Crane Operation Class, pass a test, and must successfully complete a 40 hour crane maintenance class. These crane trainees shall receive the first preference for all oiler positions on the referral list.

3. Applicants for referral shall fill out a work qualification form supplied by the Union prior to their being placed upon the referral register. Each applicant for referral on the said referral list shall be required to reregister for referral on the first business day of each calendar month in order to maintain his position on the referral list. The referral office shall be open for registration for four (4) hours during normal business days. Applicants must complete and keep current a qualification card which lists their qualifications. If an employee is terminated two (2) times because an Employer claims the employee cannot operate equipment placed on the qualification card, the employee cannot list that piece of equipment on his/her qualification card unless the Union verifies that the employee can satisfactorily operate that piece of equipment.

4. The union shall refer to the Employer in the order of registration on the referral list such applicants as are competent to fulfill the requirements of the positions sought to be filled and who have acquired the experience and possess the requisite skills for the fulfillment of the vacant positions as specified by the Employer. If requested by the Employer, the Union, if no qualified and competent applicants are registered, shall furnish applicants from any source that is available.

5. The referral list is open only to applicants who are actively seeking work under a Local 965 collective bargaining construction agreement.

6. Any person referred to work on a job(s) that lasts at least ten (10) working days or who is terminated for cause shall be removed from the list and must re-register when out of work. Any person who attempts to evade the ten-day rule by quitting or asking for a layoff will be placed at the bottom of the list. Temporary replacement work is not counted.

(F) The Employers shall have the right to accept or reject, to employ or not to employ for just cause any applicant referred by the Union, subject to the right of such applicant to invoke the grievance procedure contained in these agreements. An applicant rejected by the Employers shall be returned to his place on the referral list and shall be referred to other employment in accordance with his position on said list, subject to competency and experience.

(G) The Employers shall be the sole judge of and have the right to determine the number of employees required on any job. There shall be no restrictions as to the use of machinery, tools or appliances, subject to the other provisions of this contract.

(H) If for any reason the referral office is unable to furnish qualified and competent applicants within thirtysix (36) hours from the time the request is made to the referral office (providing the said thirtysix [36] hours does not include Saturdays and Sundays or holidays), the Employers may secure applicants from any other sources. The Employers shall furnish to the referral office the names and addresses of such new employees within thirtysix (36) hours.

(I) No supervisor in the employ of any Employer who holds union membership shall be bound or in any way affected in the performance of his duties for the Employer, including hiring, by any obligation of union membership, bylaws, rules and regulations, or the Constitution of the Local or International Union.

(J) The provisions of this Article shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.

(K) An applicant for employment who is aggrieved by an action of the Union with respect to the registration or referral under this provision or who is aggrieved by an action of the Employer in connection with hire hereunder, may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a Board consisting of a representative of the Union, a representative of the Employer and an impartial chairman appointed jointly by the Employer and the Union. Such Board shall consider the grievance and render a decision which shall be final and binding. An Employer signatory to this Agreement may file a grievance against the Union with respect to referral of employees. Such grievance shall be processed in the same way as stated in this Article.

The Board is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third member shall be borne equally by all parties involved.

(L) The Union agrees that it will indemnify and save the Employers harmless from any and all claims and damages that the Employers might suffer as a result of the Union's operation of the said referral office.

### **ARTICLE IIIB** **Request for Referrals**

Employers desiring the services of a specific applicant registered may request his referral in writing to the referral office, and if such applicant was employed by the Employer in the geographical area for at least 90 days in the eighteen (18) months before the request, said applicant shall be referred to such Employer.

### **ARTICLE IIIC** **Union Security**

**Section 1.** It is agreed that the Employer, as referred to under this heading and under the terms of this Agreement, shall include all Employers who either through associations of Employers or by individual acts or conduct have become party to this Agreement.

**Section 2.** It is agreed that all employees, coming under the terms of this Agreement, shall be or become members of the Union, as a condition of employment as authorized in Section 8(A)(3) and 8(F) of the LaborManagement Relations Act of 1947 and the Labor Management Reporting and Disclosure Act of 1959, which among other things provides, where a proper contract so states, in the construction field, for nonmembers to become members thereof after the seventh (7th) day following the beginning of employment provided further 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 and initiation fees uniformly required as condition of acquiring or retaining membership.

**Section 3.** It is provided that employees not members of the Union shall make application for membership and start paying monthly dues and the initiation fee on the eighth (8th) day following the beginning of employment, and shall then be given sixty (60) days following the signing or the making of application to pay the initiation fee in full, and any employee who fails to meet this requirement or to continue in good standing in the payment of his dues, shall be removed from the job upon written notice from the Union.

(a) This section shall not preclude the voluntary choice of applicant employees to make partial or whole initiation fee payments at any time during the eight (8) days' period following the beginning of employment with an Employer.

(b) Nothing contained herein shall preclude the Union from assessing a service charge to all persons who utilize the above said facilities of the Union, which amount shall be reasonably related to the pro rata cost of maintaining said facilities.

#### **ARTICLE IV** **Exceptions**

**Section 1.** This Agreement shall not apply to permanent sand and gravel pits, permanent rock quarries, permanent ready mixed concrete plants and permanent material yards. Where an existing agreement is in force this Agreement shall not apply.

**Section 2.** This Agreement shall not apply to superintendents, foremen, clerks, and master mechanics with supervisory authority.

#### **ARTICLE V** **Geographical Area**

This Agreement shall cover work done in the following counties in the State of Illinois in which the Union maintains territorial jurisdiction: Adams, Brown, Cass, Christian, DeWitt, Logan, Macon, Menard, Morgan, Piatt, Pike, Sangamon, Schuyler, Scott and Shelby.

#### **ARTICLE VI** **Subcontractors**

**Section 1.** Whenever work covered by the terms of this Agreement, to be done or performed at the site of construction, is sublet or subcontracted to another individual or concern, such work as is within the work classifications of this Agreement, shall be performed by said subcontractor under the terms and provisions of this Agreement, including, but not limited to, hours, wages, fringe benefits and referral procedure. If a subcontractor refuses to become signatory to this Agreement, then the Employer shall assume all responsibilities for the subcontractor. Signatory subcontractors shall be considered separate Employers under this Agreement. The Union shall notify the Employer of any violation of this Agreement by said subcontractor within ten (10) days of having become aware of said violation.

**Section 2.** This Article shall not apply to subcontractors utilized or assigned at direction of owners or awarding authorities. Documentation of such assignment or direction is to be provided at the prejob conference.

**Section 3.** At the request of the Union, all subcontractors shall be subject to a prejob conference.

#### **ARTICLE VII** **Grievance and Arbitration**

**Section 1.** An employee that has a grievance shall state it to his foreman within ten (10) days of the date of having become aware of the aggrieved action. If the complaint is not settled at this time it shall be referred to the job steward and superintendent. If they cannot settle the dispute within twenty-four (24) hours, the complaint shall then be referred to a representative of the Union and a representative of the Employer. If the matter is not settled with forty-eight (48) hours by a representative of the union and a representative of the Employer, it shall be submitted to the procedure set forth under Section 2 of this Article.

**Section 2.** If the procedure outlined in Section 1 fails to bring about a satisfactory and prompt adjustment to the question in dispute, then the entire matter shall be referred to a board consisting of four (4) members; two (2) to be appointed by the Union and two (2) to be appointed by the Central Illinois Builders. The four (4) member board shall meet to hear and consider the entire matter as promptly as possible but no later than three (3) days after either party notifies the other of its desire to invoke this procedure, and attempt in good faith and to the best of their ability to reach a majority decision on the merits of the dispute, which decision shall be final and binding on both parties. In the event that the four (4) member board fails to promptly reach a majority decision they shall jointly request from the Federal Mediation and Conciliation Service a panel of three (3) potential arbitrators from which panel each party shall strike one (1) name. The remaining member of the panel shall serve as the fifth (5<sup>th</sup>) member of the arbitration board. The five (5) man board shall conduct a hearing as soon as the fifth (5<sup>th</sup>) member is available and render a majority decision without undue delay, which decision and award will be final and binding. However, no decision of either board shall offset the plain language of the Agreement nor shall it add to, detract from or modify the terms of this Agreement. Time frames can be extended by mutual consent of both parties.

Each party shall pay its own expenses and one-half (1/2) the expenses of the neutral party. Failure of either party to participate in the above proceedings shall be cause for economic sanctions. It is specifically understood that the provisions of this Section shall not be available to an Employer who is not signatory to this Agreement and who is not complying with all the terms, wages, conditions, and contributions as set out in the Agreement. A judgment by any court of competent jurisdiction may be entered upon the award of either the four (4) member board or five (5) member board without contest.

**Section 3.** There shall be no strike or lockout on account of any difference of opinion or dispute which may arise between the Employer and the Union relative to the interpretation of this Agreement.

**ARTICLE VIII**  
**Equipment Classifications**  
**Wage Scale and Fringe Benefits**

**Section 1. Equipment Classifications.** The hourly wage scales, as set forth in Section 2, shall be the minimum rates to be paid for the following equipment classifications.

**CLASSIFICATION NO. I**

ASPCO CONCRETE SPREADERS  
ASPHALT PAVERS  
ASPHALT PLANT ENGINEER  
ASPHALT ROLLERS ON BITUMINOUS CONCRETE  
ASPHALT SCREED MAN  
ASPHALT TRANSFER MACHINE  
ATHEY LOADERS  
BACKFILLERS, CRANE TYPE  
BACKHOES  
BARBER GREEN LOADERS  
BULLDOZERS  
CABLEWAYS  
CARRY DECK – see Article XXII, Section 2  
CATALYTIC MODULE HOIST  
\*\* CHERRY PICKERS – See Article XXII, Section 2  
CLAM SHELLS  
C.M.I. & similar type autograde formless paver, autograde placer & finisher  
CONCRETE BREAKERS  
CONCRETE PUMPS  
DERRICKS  
DERRICK BOATS  
DRAGLINES  
EARTH AUGER OR BORING MACHINES  
ELEVATING GRADERS  
ENGINEERS ON DREDGES  
GANTRY CRANE  
GRAVEL PROCESSING MACHINES  
HEAD EQUIPMENT GREASER  
HIGH LIFTS OR FORK LIFTS  
HOISTS with two or more drums or two or more load lines  
HYDRO EXCAVATION VACUUM TRUCK  
HYDRO-JET  
HYDRO-LASER  
LOCOMOTIVES, ALL  
MECHANICS  
MONORAIL CRANE  
MOTOR GRADERS OR AUTO PATROLS  
OPERATORS OR LEVERMAN ON DREDGES  
OPERATORS, POWER BOAT  
OPERATORS, PUG MILL (ASPHALT PLANTS)  
ORANGE PEELS  
OVERHEAD CRANES – see Article XXII, Section 2  
PAVING MIXERS  
PILEDRIVERS  
PIPE WRAPPING AND PAINTING MACHINES



PUSHDOZERS, OR PUSH CATS  
ROBOTIC CONTROLLED EQUIPMENT IN THIS CLASSIFICATION  
ROCK CRUSHERS  
ROSS CARRIER OR SIMILAR MACHINES  
ROTOMILL  
SCOOPS, SKIMMER, two cu. yd. capacity and under  
SCOOPS, ALL OR Tournapull  
SHEEPFOOT ROLLER (SELF PROPELLED)  
SHOVELS  
SKID STEER  
SKIMMER SCOOPS  
TEMPORARY CONCRETE PLANT OPERATORS  
TEST HOLE DRILLING MACHINES  
TOWER MACHINES  
TOWER MIXERS  
TRACK TYPE END LOADERS  
TRACK TYPE FORK LIFTS OR HIGH LIFTS  
TRACK JACKS AND TAMPERS  
TRACTORS, SIDEBOOM  
TRENCHING OR DITCHING MACHINE  
TUGGERS  
TUNNELLUGGERS  
VACUUM TRUCK  
VERMEER TYPE SAWS  
VERTICAL DRILLS  
WATER BLASTER CUTTING HEAD  
WHEEL TYPE END LOADERS  
WINCH CAT

“\*” Cherry picker above 50 ton maximum manufacturer’s rated capacity shall receive one (1) hour per day overtime in addition to the time worked. To be paid this additional one (1) hour, the operator shall prepare and start his machine so it is ready for operation at starting time. He shall grease his machine either before or after the shift. If any help is required, it will be a bargaining unit employee.

## **CLASSIFICATION NO. 2**

AIR COMPRESSORS (six to eight)\*  
ASPHALT BOOSTERS AND HEATERS  
ASPHALT DISTRIBUTORS  
ASPHALT PLANT FIREMAN  
OILER on Two Paving Mixers When Used in Tandem  
BOOM OR WINCH TRUCKS  
BULL FLOATS OR FLEXPLANES  
CONCRETE FINISHING MACHINE  
CONCRETE SAWS, SELFPROPELLED  
CONCRETE SPREADING MACHINES  
CONVEYORS (six to eight)\*  
GENERATORS (six to eight)\*  
GRAVEL OR STONE SPREADER power operated  
HOIST with One Drum and One Load Line  
LIGHT PLANTS (six to eight)\*  
MECHANICAL HEATERS (six to eight)\*  
MUD JACKS  
PIPE-SPLICING MACHINE  
POST HOLE DIGGER, MECHANICAL  
PUG MILLS when used for other than Asphalt operation  
ROBOTIC CONTROLLED EQUIPMENT IN THIS CLASSIFICATION  
ROAD OR STREET SWEEPER, SELF PROPELLED  
ROLLERS (except bituminous concrete)  
SEAMAN TILLER  
STRAW MACHINE  
TRACTORS w/Implements or Power Attachments  
VIBRATORY COMPACTOR  
VERTICAL DRILL HELPER  
WATER BLASTER, POWER UNIT

WELDING MACHINES (six to eight)\*  
WELL DRILL MACHINES

### **CLASSIFICATION NO. 3**

AIR COMPRESSORS (one to five)\*  
AIR COMPRESSORS, TRACK OR SELFPROPELLED  
AUTOMATIC HOIST  
BUILDING ELEVATORS  
BULK CEMENT BATCHING PLANTS  
CONVEYORS (one to five)\*  
CONCRETE MIXERS (Except Plant, Paver, or Tower)  
FIREMEN  
GENERATORS (one to five)\*  
GREASERS  
HELPER ON SINGLE PAVING MIXER  
HOIST, AUTOMATIC  
LIGHT PLANTS (one to five)\*  
MECHANIC HELPERS  
MECHANICAL HEATERS (one to five)\*  
OILERS  
POWER FORM GRADERS  
POWER SUBGRADERS  
ROBOTIC CONTROLLED EQUIPMENT IN THIS CLASSIFICATION  
SCISSORS HOIST  
TRACTORS without power attachments regardless of size or type  
TRUCK CRANE OILER AND DRIVER (1 man)  
VIBRATORY HAMMER (power source)  
WATER PUMPS (one to five)\*  
WELDING MACHINES (one 300 Amp. or over)\*  
WELDING MACHINES (one to five)\*

\* Combinations of one to eight of any Air Compressors, Conveyors, Mechanical Heaters, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

### **CLASSIFICATION IV:**

LATTICE BOOM CRAWLER CRANE  
LATTICE BOOM TRUCK CRANE  
TOWER CRANE  
TELESCOPIC TRUCK-MOUNTED CRANE  
OPERATOR FOREMAN \*

\* If a company requests an Operating Engineer foreman, the Operator foreman shall be paid Classification 4 rates, and shall be allowed to operate equipment provided that there are no more than five (5) operating engineers on a project under the control of that employer.

When a project requires six (6) pieces of equipment, the Operator foreman shall not run any equipment and shall dedicate his/her time to supervisory duties.

### **SELF CONTAINED EQUIPMENT**

(a) Selfcontained equipment includes the following: Mechanical heaters, air compressors, (up to and including 250 cubic feet), conveyors, generators, light plants, welding machines, (one 300 amp or over), water pumps four (4) inch and under and concrete plant pig.

(b) An operator may be required to tend one (1) piece of self contained equipment (must start, stop and maintain) while continuing to operate his assigned machine.

(c) On jobs where there is a crane or similar machines and a piece of selfcontained equipment requiring only starting, stopping and maintenance, the helper may tend up to four (4) pieces of such equipment within 400 feet of his assigned machine. If the Oiler/Helper is required to tend more than two (2) selfcontained pieces of equipment then he shall be paid at the next higher classification.

(d) Operators will not man two (2") inch submersible electric pumps, small generators, (10 KW and under) and small compressors (up to 40 CFM). However, the jurisdiction on this equipment shall remain with the Operating Engineers.

(e) Whenever this type of equipment is used in groups to produce an increased capacity, or combinations which produce the equivalent capacity of manned equipment, they will be manned in accordance with the terms of this Agreement.

#### PROVISO NO. 1

(a) When employees are employed on machines or classifications of work which are different from the machines or classifications of work mentioned herein and when the machine or classification of work cannot be identified as within one of the aforementioned classifications, then the wages shall be negotiated by and between the Employer and the Business Manager or Business Representative of the Union.

(b) Machines and classifications of work, as mentioned in paragraph (a) above, shall be confined to the craft jurisdiction of the Union.

#### PROVISO NO. 2

(a) All employees operating cranes with booms of 120 to 200 ft. including jib shall be compensated an additional two dollars (\$2.00) per hour over and above the regular wage scale for operating such crane. All employees operating cranes with booms over 200 ft. including jib shall be compensated an additional five (\$.05) cents per foot per hour for operating such crane.

#### PROVISO NO. 3

(a) Employees working on underground construction, such as underground domes, shafts, and tunnels, shall receive fifty (\$.50) cents per hour wage increase over negotiated wage for such machine underground.

(b) Employees working under air pressure shall receive fifty (\$.50) cents per hour over negotiated wage rate, plus the underground rate, if applicable.  
This paragraph shall not apply to ventilation.

#### PROVISO NO. 4

(a) Operating Engineers who are required to wear protective clothing on Hazardous Waste or Asbestos Removal projects shall receive a \$2.00 per hour wage premium for Level C, \$2.50 per hour wage premium for Level B, and \$3.00 per hour wage premium for Level A.

#### PROVISO NO. 5

No employee shall contract, subcontract or do other work which will interfere with the work schedule of his current Employer. Any employee found to be in violation of this shall be subject to immediate discharge with no recourse.

#### PROVISO NO. 6

When a stationary tower crane is used, the Employer shall have the option of employing an operator and helper, or just an operator. In case he employs just an operator the operator shall be guaranteed forty-five (45) hours' pay (40 regular and 5 overtime) for the regular workweek, plus any other overtime he may be required to work. His wages shall be the long boom rate, plus two dollars (\$2.00) per hour. The crew shall be employed from the start of erection to the completion of dismantling. However, the requirement that the crew shall be employed from erection to dismantling shall not apply where circumstances beyond the control of the Employer dictate a break in service of the Tower Crane. When these circumstances arise, the Employer shall notify the Business Manager and they shall mutually agree

that this circumstance meets the intent of the parties. The Employer shall decide at the prejob conference which option he desires.

**SECTION 2. WAGE SCALE AND FRINGE BENEFITS**

**CLASSIFICATION & WAGE SCALES**

	<b>5/1/17</b>	<b>5/1/18*</b>	<b>5/1/19*</b>
I	\$36.35	\$37.84	\$39.36
II	\$33.94	\$35.37	\$36.83
III	\$30.25	\$31.58	\$32.95
IV	\$37.89	\$39.41	\$40.97

**FRINGE BENEFITS**

Health & Welfare	\$10.80	\$ 10.80	\$ 10.80	
Pension \$ 8.50 \$ 8.50		\$ 8.50		Training \$ 1.95
\$ 1.95	\$ 1.95			
Local 965 Annuity	\$ 1.65	\$ 1.65	\$ 1.65	
I.A.F. **	\$ .17	\$ .17	\$ .17	
Subtotal \$23.07	\$ 23.07		\$ 23.07	

In addition to the above, Supplemental Dues of five percent (5%) of the employee's gross wages and ten cents (\$.10) per hour for IUOE 965 PEF (deducted from employee's paycheck) is to be paid in monthly on the Fringe Benefit Report Form. (See Article XXX). The Union may change the percentage rate of supplemental dues by written notice to the employer at least fifteen days in advance of the annual anniversary date of the agreement.

**TOTAL ECONOMIC PACKAGE**

CLASSIFICATION I	\$59.42	\$60.91	\$62.43
CLASSIFICATION II	\$57.01	\$58.44	\$59.90
CLASSIFICATION III	\$53.32	\$54.65	\$56.02
CLASSIFICATION IV	\$60.96	\$62.48	\$64.04

\*The total wage increase due 5/1/2018 and 5/1/2019 may be redistributed as the Union determines.

\*\*The Employer reserves the right to modify the I.A.F. contribution.

**ARTICLE IX**  
**Working Hours**  
**Overtime and Shift Work**

**Section 1.** Eight (8) hours shall constitute a regular day's work and forty (40) hours a regular week's work, Monday through Friday, inclusive. The starting time shall be 8:00 A.M. However, the starting time may be changed to 7:00 A.M. by the Employer to take advantage of daylight hours, weather conditions, or traffic conditions. The regular lunch period shall be at the mid-point of the shift or 12:00 noon. Quitting time shall be on a one-half (1/2) hour basis. If an Employee works past one-half (1/2) hour, they shall be paid to the next one-half (1/2) hour. Notice of such change will be given to the Local Union forty-eight (48) hours in advance. Any employee called out for work during a shift shall be paid from the start of that shift.

**Section 2.** The overtime rate for all construction shall be time and onehalf (1 1/2) for all overtime work performed Monday through Saturday. All other overtime work on Sundays and Holidays shall be at a double time rate.

**Section 3.** Any employee working more than two (2) hours after the regular (straight time) shift shall be allowed one-half (1/2) hour at the over-time rate of pay for supper period.

**Section 4.** Building construction shall include all building and demolition related to future buildings, site preparation, tank farm, treatment plants, elevated water towers, storage facilities and including all utilities inside building property line.

**Section 5.** Work may be performed in shifts at the election of the Employer, but in no case for less than three (3) consecutive working days. The starting time for the first shift of a two shift job shall be by agreement between the Contractor and the Business Representative. The starting time on a threeshift job

shall be 8:00 A.M., which shall be regarded as the first shift on the calendar day. On all shift work the first shift shall end at 4:00 P.M.

**Section 6.** When two (2) or more shifts are worked, eight (8) hours shall constitute a shift and the employees engaged in multiple shift work shall be given a onehalf (1/2) hour lunch period, starting at the midpoint of the shift, with no deduction in pay. Shift work from Sunday Midnight to Friday Midnight shall constitute a regular week's work, and any time worked from Friday Midnight to Sunday Midnight, or in excess of regular shift hours, shall be paid for at the applicable overtime rate specified in Section 5 of this Article. On a two-shift job no more than one (1) hour shall elapse from the ending of the first shift and the beginning of the second shift. There shall be no time allowed between shifts on a threeshift job. The rate of pay for the second shift shall be seventy-five (\$.75) cents per hour above the regular rate, and the rate for the third shift shall be one dollar (\$1.00) per hour above the regular rate.

**Section 7.** Where the Employer elects to work two (2) shifts on excavation, each shift shall be no less than ten (10) hours and in no case less than three (3) consecutive workable days' duration. This paragraph shall apply only during the period April 1 to October 31.

**Section 8.** Recognizing that owner work schedules may require flexibility in hours of work under this Agreement, by mutual agreement between the Union and the Employer, a workweek consisting of four (4) 10-hour days may be utilized on a project. The work day shall consist of ten (10) hours' work between the hours of 6:00 A.M. and 5:30 P.M., including lunch. The work week shall consist of four (4) 10-hour days commencing at 6:00 A.M. on Monday and ending at 5:30 P.M. on Thursday. All hours worked in excess of ten (10) hours per day, Monday through Thursday, shall be paid at the rate of time and one-half the regular rate of pay. In the event that weather conditions, owner demands, or conditions out of the control of the Employer prevent work from being performed on a regular work day, then Friday shall be considered a regular work day at the straight time rate of pay (only to obtain forty [40] hours per week). If Friday is a regular work day, then any work performed on Saturday shall be paid at the time and one-half rate of pay. In the event that the regular four (4) 10-hour days are worked and an Employer wants to work Friday, then all hours worked on Friday and Saturday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. When employees are required to work beyond ten (10) hours per day, they shall receive an additional lunch period.

Sundays and holidays shall be paid at the double time rate of pay.

The Employer shall provide the Union with the starting date and the conclusion date so that it may be determined that such request is not for the purpose of circumventing the overtime provisions of this contract. This clause shall be void where in violation of State law.

**Section 9.** With 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 regular working hours, employees may work a special shift and receive \$1.00 per hour over the base rate for eight (8) hours' work, plus thirty (30) minutes' unpaid lunch after the fourth (4<sup>th</sup>) hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. 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 X** **Holidays**

**Section 1.** The following holidays shall be observed on the dates of their official observance by the Federal Government and together with Sundays shall be regarded as legal holidays:

New Year's Day  
Decoration Day  
Independence Day  
Labor Day

Thanksgiving Day  
Veterans Day (observed the  
day after Thanksgiving)  
Christmas Day

**Section 2.** No work shall be performed on Labor Day except to save life or property.

**Section 3.** When the holiday falls on Sunday, it shall be observed on Monday.

## **ARTICLE XI**

## Reporting

**Section 1. Call in Pay and Reporting for Work:** All Employees who report for work unless ordered not to report by the contractor or his representative shall receive two (2) hours' pay. Employees shall report to the foreman and, if so directed, they shall remain on the job for two (2) hours. Reporting time on overtime days shall be paid at the overtime rate.

**Section 2.** If an employee starts to work in the morning, he shall receive a minimum of four (4) hours' pay provided that there is no shut down on account of weather conditions or breakdown of equipment; in this case, the employees shall be paid for actual time worked beyond the minimum two (2) hours. If the Employer has selected the option of four (4) ten (10) hour days and the Employee starts to work in the morning, he shall receive five (5) hours pay provided that there is no shut down on account of weather conditions or breakdown of equipment; in this case, the employee shall be paid for actual time worked beyond the minimum of five (5) hours.

**Section 3.** If any employee is permitted to work after the four (4) hours, he shall be paid for a full eight (8) hour shift at the applicable rate for that day or shift; provided, however, that there is no shut down after the four (4) hours on account of weather conditions or breakdown of equipment; in this case the Employee shall be paid for the time worked after the first four (4) hours. If the Employer has selected the option of four (4) ten (10) hour days and the Employee is permitted to work beyond the first five (5) hours then the Employee shall be paid for a full ten (10) hour shift at the applicable rate for that day or shift; provided however, that there is not shut down after the five (5) hours on account of weather conditions or breakdown of equipment; in this case the Employee shall be paid for the time worked after the first five (5) hours. Any Employee who quits on a job during any work shift shall be paid only for the time worked and the Employer may exercise his option to require the Employee to wait until the regular payday to receive his wages.

**Section 4.** Nothing in this Agreement shall preclude the Employer or his foreman from stopping an employee from coming to work at any time so long as the employee is notified in adequate time before leaving his place of residence. The distance the employee has to travel to the job shall be taken into consideration along with an understanding with the employee as to the time he usually leaves for work. Employees may be notified either in person or by telephone. It will be the responsibility of the Employer or his foreman to obtain the address and telephone number of his employees covered by this Agreement for the purpose stated above, and those employees who cannot furnish an adequate way of contact shall sacrifice their rights for show-up time pay. Two (2) hours' pay will be paid for reporting on request and not hired or worked on that day, except where the Employer has not been furnished sufficient information from which to give the individual reasonable notice of the withdrawal of the Employer's work request.

**Section 5.** If on the first day of employment an employee starts to work in the morning he shall receive eight (8) hours' pay, providing he is capable of performing the assigned work. If the Employer determines the said new employee is incapable of performing the assigned work he shall receive pay for time actually worked, but in no case less than two (2) hours' pay. If the Employer has selected the option of four (4) ten (10) hour days, on the first day of employment an employee starts to work in the morning he shall receive ten (10) hours pay, providing he is capable of performing the assigned work. If the Employer determines the said new Employee is incapable of performing the assigned work he shall receive pay for time actually worked, but in no case less than five (5) hours pay.

## **ARTICLE XII** **Changing Machines**

**Section 1.** There shall be no limit as to the number of machine changes made by an Operating Engineer.

**Section 2.** It is agreed if in changing machines the rate of pay for one machine is higher than the other, the employee shall be paid the highest rate for that day.

**Section 3.** It is agreed that no employee will be allowed to change to a machine that another employee has been employed to operate. When a change is made, the employee shall indicate which machine he claims preference on.

**Section 4.** An employee who is laid off may claim preference on the machine he was employed to operate for a period not exceeding thirty (30) days, provided, he does not register for work with the Union Referral Office, and shall be recalled if that machine performs any work on that project prior to the end of thirty (30) days. At the time of lay-off, the Employer shall advise the employee if there shall be any work for that machine in the next thirty (30) days and the employee shall inform the Employer if he claims preference

for the thirty (30) day period. Where lay-off exceeds thirty (30) calendar days, or if the employee reports out of work to the Union, the Employer may place another employee on that machine or he shall seek referral of an Operator through the referral procedure.

**Section 5.** Any bargaining unit employee coming with leased or rented equipment shall be limited to the operation of that piece of equipment.

**ARTICLE XIII**  
**Mechanic Helpers**  
**Fireman-Equipment Greasers**

**Section 1.** Mechanic helpers shall be those employees who assist the mechanic in performing his duties. Mechanic helpers shall be provided for the mechanics when performing heavy and difficult work.

**Section 2.** Firemen shall be those employees who tend all boilers (of any size or type), space and material heaters when mechanically operated.

**Section 3.** There shall be a helper on all clam shells, draglines, shovels, all cranes, piledrivers, derricks, dual pavers, asphalt pavers (screedman), ditch machines (over 15" cutting width), autograde, formless paver, autograder placer and finisher or on any other machine where the Local Union and Employer deem it necessary.

The operator of a hydraulic backhoe with 360 degree swing above 1.25 maximum cubic yard manufacturer's rated bucket capacity shall receive one (1) hour per day overtime in addition to the time worked. To be paid this additional one (1) hour, the operator shall prepare and start his machine so it is ready for operation at starting time. He shall grease his machine either before or after the shift. If any help is required, it will be a bargaining unit employee.

A helper need not be employed on cranes used in plant setups or truck cranes forty-nine (49) ton and under manufacturer's rated capacity. An oiler or helper on a job (except on concrete or asphalt plants) may be required to operate an unassigned piece of equipment once, before lunch break, not to exceed two (2) consecutive hours, and once after lunch break, not to exceed two (2) consecutive hours. No two (2) oilers may be combined to operate a piece of non-self-contained equipment for over four (4) hours. Such equipment shall be close to the oiler's assigned machine, and work must be miscellaneous in nature.

**Section 4.** Helpers shall, if requested, start one half (1/2) hour before the regular starting time to prepare his machine for the day's operation and, in which case, he shall quit work one half (1/2) hour before the regular quitting time or be allowed one (1) hour for lunch period. He shall be allowed to eat lunch before or after the regular lunch hour in order that he may oil his machine while the operator is eating lunch and the machine is not in operation.

**Section 5.** Equipment greasers shall be those employees who grease and oil heavy grading equipment not covered by helpers. Equipment greasers shall be employed when ten (10) or more pieces of heavy grading or dirt moving equipment is placed in operation. The head equipment greaser shall be the employee who is in charge of the greasing operations. Equipment greasers and helpers shall be allowed to work off hours so long as they are allowed the same amount of hours as that of the regular shift or operator who he oils for. In cases where an equipment greaser is not required, the operator shall do the greasing and shall be allowed one (1) hour's time if done before or after regular working hours. If so directed, the operator shall do the greasing during his regular work shift with no additional pay.

**ARTICLE XIV**  
**Mechanics**

**Section 1.** Mechanics shall be those employees who are employed to repair and maintain the Employer's equipment. When a machine breaks down and repair work is begun thereon by the mechanic, the operator, and helper if there be one, shall be retained to assist the mechanic. The operator and/or helper shall be paid his regular scale.

**Section 2.** In case of repair work, if a mechanic requires a helper, an operator will be required. Mechanics shall be retained the same hours as the shift works.

**Section 3.** The contractor shall assume responsibility for mechanics' tools in case of fire or theft.

**ARTICLE XV**  
**Repair and Shop Work**

The Contractors recognize the Union as the sole and exclusive representative of all mechanics and operators assigned to perform work in temporary shops and temporary yards established proximate to or used in conjunction with highway and heavy construction projects, and established for the maintenance and repair of operating equipment in conjunction with existing projects. Mechanics and 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. In case of repair work, if a mechanic requires help, an operator will be required. Repair work performed on equipment operated by operating engineers and repaired in owners' shop is the craft jurisdiction of the Local Union.

**ARTICLE XVI**  
**Dewatering**

**Section 1.** For the purpose of this Article, a dewatering system is defined as a combination of one (1) or more pumps of any type, size or motive power, including but not limited to well point pumps, submersible pumps, well pumps, ejector or educator pumps, or combination with well points, sumps, piping and/or other appurtenances powered by diesel, electric, gasoline, gas, or any other motive power to control water on any and all types of construction work.

**Section 2.** A dewatering system shall be installed and operated by operating engineers at all times that; the dewatering system is being operated. The classifications listed in this Agreement shall prevail with the exception that no combination of oiler & pump man shall be allowed.

**Section 3.** For fully automated dewatering systems, it is agreed that there shall be one (1) shift during regular working hours at the Class 2 rate. In addition, there shall be one (1) shift on Saturdays and Sundays at the Class 2 rate, subject to the applicable overtime rate. In the event a back-up system is required, such system shall be operated around the clock until such time the automated system is again operable. This is as provided in the Agreement and the rate of pay shall be as defined in Classification 2. If, during the hours beyond the regular shift, maintenance is required, the operator assigned to the automated equipment shall be notified. Should submersible automated electrically operated pumps be utilized for the dewatering system, it is understood this section applies to no more than eight (8) pumps.

It is understood the installation and removal of the fully automated system is the work of the Operating Engineers.

**ARTICLE XVII**  
**Manning of Concrete Plants**

On all temporary or portable concrete plants, there shall be a console operator (if used); plant engineer, plant oiler, cement hopper operator (if used) and any additional equipment shall be manned as per Standard Form Agreement.

**ARTICLE XVIII**  
**Manning of Asphalt Plants**

**Section 1.** Asphalt plants shall be operated by a plant engineer, a pugmill or console operator and plant oiler, and any additional operators covered under other classification in the existing Standard Form Agreement.

**Section 2.** A fireman shall be required, "where dryer is not hooked up to console or panel making it automatic or automatic is not in operating condition for a period of (4) hours." All hot silos power operated shall be manned by an operating engineer.

**ARTICLE XIX**  
**Payment of Wages**

**Section 1.** The Employers shall pay wages weekly and the payment shall be in full for the payroll period except for legal deductions for which the employee shall be furnished receipt or check stub showing such deductions. Pay day shall be no later than the end of the normal working day and not to exceed five (5) days after the ending of the payroll period. Any employee laid off permanently or discharged shall be paid his wages immediately. In the event an employee is not paid within the time specified herein, waiting time at the straight time rate shall be charged until payment is made. Waiting time shall not exceed eight (8)



hours in any one (1) twentyfour (24) hour period. Payment of wages shall be made on the job site if the employee is working; if not, the payment may be made by mail only by permission of the Business Manager or Business Representative of the Union, or at the Employer's office, in which case the waiting time provision shall not apply.

**Section 2.** In the event payment of wages is delayed by conditions beyond the control of the Employer, waiting time shall be waived providing the Union office is notified of the delay and the cause thereof.

**Section 3.** In case of a bad check, the waiting time provisions shall apply which shall be limited to eight (8) hours of each working day, Monday through Friday, not to exceed forty (40) hours at regular pay for a calendar week.

**Section 4.** Any Employer, who fails to have sufficient funds in the bank to meet all paychecks issued to employees, shall be liable also for the cost of collecting the amount due and the defaulting Employer is to be deprived of the right to pay by check.

**Section 5.** All deductions shall be furnished on detachable written record stub to each employee on regular payday.

**Section 6.** It will not be a violation of this contract to take all economic actions available to enforce this Article against the Employer.

## **ARTICLE XX** **Job Steward**

**Section 1.** A Steward may be appointed for each job, one (1) for each shift, where shifts are worked. They must see that all Operating Engineers, Firemen, Oilers and Helpers on the job are members of the Union in good standing, subject to the provisions of this Agreement in Article IIIC. 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. The Contractor will not discriminate against the Steward for the performance of his reasonable duties to the Local Union. It is agreed that the Steward will not have the power to strike any job.

**Section 2.** However, certain duties of a job steward may be worked out at prejob conference, and no job steward may be laid off without twenty-four (24) hours' notice to Local Union office so that either another steward may be appointed, or problems worked out so steward can be reassigned.

## **ARTICLE XXI** **Rights of Business Manager or Business Representative**

The Business Manager or Business Representative of the Union must be granted the privilege to visit any job at any time to consult with the steward on the job or to confer with the Employer or his representatives. Further than this there shall be no interference except for observation or in cases of emergency or necessity. General consultations with employees, when desirable, shall be held before starting time, at noontime, or after quitting time.

## **ARTICLE XXII** **Safety Regulations and Protection for Employees**

**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, drug-free 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 also is recognized that failure can mean emotional and financial 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 this Agreement.

**Section 2.** All Classification 4 Operating Engineers shall have a nationally accredited crane certification. Employers may request nationally accredited crane certified operators on any hoisting

equipment. However, if an Employer requests Operators with a nationally accredited crane certification, they shall pay the Classification 4 rate.

**Section 3.** Each Operating Engineer shall be required to successfully complete the Ten-Hour OSHA 500 Construction Safety and Health Course every three (3) years to maintain their safety awareness and competence. After May 1, 2003, Employers may request referral of Operating Engineers who have completed the Ten-Hour OSHA Course and refuse, without penalty, Operating Engineers who have not completed the course.

**Section 4.** 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 safety gear such as boots, ear, eye and head protection.

**Section 5.** The Employer shall provide reasonable heat and reasonable protections for his employees who are covered by this Agreement. Said protection shall include, but not be limited to umbrellas, heat houses, and protection from falling debris. An adequate supply of fresh water, properly cooled in season, along with disposable individual drinking cups, shall be made available at all time by the Employer in order that the health and physical welfare of their employees might be protected and they shall be allowed to avail themselves of the drinking water so supplied.

**Section 6.** A boatman shall be employed at all times when employees covered by this Agreement are working on or over water, on navigable streams and lakes where the Union and Employer deem it necessary to comply with safe practices.

**Section 7.** The employer and all employees agree to abide by all federal, state, local and company safety policies. Failure on the part of an employee to comply with these safety rules may be grounds for dismissal.

**Section 8.** The use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor. Also excepted is the right to call the union representative on a contract violation, provided the call does not affect production and is done when the equipment is not running.

### **ARTICLE XXIII**

#### **Masonry Construction**

Central Illinois Builders agrees that all brick forklifts being utilized to service or tend more than six (6) bricklayers, not including a non-working foreman, on a project, or if a brick forklift is operated more than four (4) hours in any one shift, the work shall be the exclusive jurisdiction of the Operating Engineers.

Operating Engineers referred to the Employer by the Local Union under this Article must be experienced in the masonry industry. Documentation of that experience may be requested by the Employer.

Manning of automatic equipment such as small generators, welders and grout pump will be made a part of the forklift operator's job.

The Local Union agrees that the Employer has the option to bring in all forklift operators, so long as they are members in good standing of the International Union of Operating Engineers.

This Article may be modified by mutual agreement between the Local Union and Employer prior to the bidding of projects on which there are bidders who are not signatory to this Agreement. It is also understood that the above referenced ratio may be modified by mutual agreement in instances; such as transferring men between projects, where the number of Bricklayers is increased for a brief period of time.

### **ARTICLE XXIV**

#### **Safety Protection**

**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 purposes 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.** 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 Substance Abuse and Mental Health Services Administration (hereinafter referred to as SAMHSA, formerly known as the National Institute of Drug Abuse [NIDA]).

**Section 4.** 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 SAMHSA.

**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 direction.

**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:

<b>INITIAL TEST</b>	<b>LEVEL (ng/ml)</b>
Level-Nanogram/Milliliter (hereinafter referred to as ng/ml)	
Marijuana metabolite .....	50
Cocaine metabolite .....	300
Opiate metabolite .....	2,000
Phencyclidine .....	25
Amphetamines .....	1,000

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method.

<b>CONFIRMATORY TEST</b>	<b>LEVEL (ng/ml)</b>
Marijuana metabolite .....	15*
Cocaine metabolite .....	150**
Opiates: Morphine .....	2,000
Codeine .....	2,000
Phencyclidine .....	25
Amphetamines/Methamphetamine .....	500***

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Bezoyllecgonine

\*\*\*If methamphetamine, there must be >200 ng/ml of Amphetamines

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 should 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: (1) be suspended without pay up to thirty (30) days, or as determined by established company policy; (2) agree to mandatory enrollment in a certified rehabilitation program at employee's own expense, with successful completion; and (3) agree to periodic follow-up 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 and loss of referral procedures of the Local until such time as the affected employee provides documentation of successful completion of a certified rehabilitation program.

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

#### **ARTICLE XXV** **Payroll Data**

**Section 1.** It is agreed that the Employer shall make available for examination and inspection by the Business Manager or Business Representative of the Union any pertinent payroll information requested by the said Business Manager or Business Representative on any employee covered by this Agreement after any complaint made in writing to the Union.

**Section 2.** The Employer agrees to certify in writing as correct the material made available to the Business Manager or Business Representative for inspection. No complaint shall be valid unless it is made within thirty (30) days after the alleged violation.

#### **ARTICLE XXVI** **Pre-Job Conference**

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

#### **ARTICLE XXVII** **Pension Plan**

**Section 1.** The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the stipulated sum as noted in Article VIII, Section 2, per hour 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 dates, 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. It shall not be a violation of this contract to take economic action available to enforce this Article.

**Section 2.** The Employer's obligation to make pension contributions shall be expressly conditioned upon the Plan's continued qualification by I.R.S. and conformance with ERISA if discontinuation should happen, the negotiated fringe benefit for this Article shall revert to wages.

#### **ARTICLE XXVIII** **Health and Welfare Plan**

**Section 1.** The Employer shall pay monthly into the Operating Engineers Local 965 Health Benefit Plan the stipulated sum as noted in Article VIII, Section 2, per hour 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.** If contributions are not made by the 15th of the month for the preceding month and employee was not eligible to receive benefits because of nonpayment, the Employer shall be liable for any claim that may arise on account of such nonpayment.

**Section 3.** It shall not be a violation of this Agreement to take any economic action available to enforce this Article.

**Section 4.** The Employer and the Union recognize a shared obligation that any health insurance coverage provided for and funded pursuant to this Agreement shall be in compliance with the Patient Protection and Affordable Care Act (ACA). If in any event the health insurance coverage provided for by this Agreement does not or appears unlikely to conform to the requirement of the ACA, the Union and the Employer agree to immediately convene Plan Trustees to ensure compliance.

The Employer and the Union shall strive to have the Plan provide annual Certification of Compliance with the ACA to all participating Employers.

**ARTICLE XXIX**  
**Apprentice Training and Retraining**

The parties hereto have accepted and do accept the terms and conditions of the Agreement and Declaration of Trust establishing the Operating Engineers 965 Apprentice Training and Retraining Fund.

During the terms of this agreement, the Employer shall pay monthly into the Operating Engineers Local 965 Apprentice Training and Retraining Fund, the amount specified in Article VII, Section B, for each hour paid or worked in the preceding month by all employees covered by this Agreement. Said payment shall be made on the dates, in the manner and form, and in accordance with the rules and regulations as adopted by the Committee. Negligence of the Employer in complying with this Article shall be deemed a direct violation of this Agreement.

All parties governed by this Agreement will train Apprentices in accordance with and comply with the provisions of the Apprenticeship Standards adopted by the Joint Operating Engineers Apprenticeship and Skill Improvement Committee for Central Illinois.

Apprentices shall be paid the following percentages of wage rate (plus fringe benefits set out in the wage scale Article) for Classification #1 provided in the Collective Bargaining Agreement in effect between the Employer and Local 965 of the International Union of Operating Engineers:

First period.....	70%
Second period .....	75%
Third period .....	80%
Fourth period .....	85%
Fifth period.....	90%
Sixth period.....	95%

**ARTICLE XXX**  
**Supplemental Dues / Political Education Fund Checkoff**

**Section 1.** Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from each employee's wages Union Dues in the amount as set out in Article VIII, Section 2, per hour for each hour worked. The Employer shall remit same to and as directed by the duly authorized representative of said Union, together with a list of the names of employees from whose pay the deductions were made. Such a written authorization may be revoked by the employee by giving written notice by Certified Mail to the Employer and the Union during the ten (10) day period prior to the end of any applicable yearly period, or during the ten (10) day period prior to the termination of any applicable bargaining agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing requirements, the authorization shall be renewed for an additional yearly period or until the end of the Collective Bargaining Agreement, whichever occurs sooner.

**Section 2.** The employer shall pay and transmit ten cents (\$0.10) per hour to the International Union of Operating Engineers Local Union 965 Political Education Fund on behalf of the employees who have voluntarily authorized their Employer to do so. 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 PEF 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 payment shall be included along with other remittances provided for under this Agreement and at such time and places as other remittances are made to the Local Union, and shall be paid on or before the fifteenth (15th) of each month following the calendar month in which hours were worked.

**ARTICLE XXXI**  
**Local 965 Annuity Fund**

**Section 1.** During the terms of this agreement, the Employer shall pay monthly into the Operating Engineers Local 965 Annuity Fund the amount as specified in Article 8, Section 2, 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.** If contributions are not made by the 15th of the month for the preceding month and employee was not eligible to receive benefits because of nonpayment, the Employer shall be liable for any claim that may arise on account of such nonpayment. It shall not be a violation of this Agreement to take any economic action available to enforce this Article.

**Section 3.** The Employer and the Union agree that the annual pension fund contribution established by the trustees of the Central Pension Fund of the International Union of Operating Engineers will be met annually and the Central Pension Fund of the International Union of Operating Engineers shall not have less than a 90% funded percentage as defined by the Pension Protection Act of 2006 before any increase in contribution is made to the annuity fund.

**ARTICLE XXXII**  
**Protection of Rights**

It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through an authorized picket line of this or any other Union. Nor shall the exercise of any rights protected by law be a violation of this Agreement.

**ARTICLE XXXIII**  
**Indemnification**

Employees shall be indemnified by their Employers against any claim or suits made against them for bodily injury, death or property damage while said employees are working without willful negligence within the scope of their employment. The responsibility for indemnification shall be on the individual Employer only.

**ARTICLE XXXIV**  
**Bonding**

**Section 1.** Any Employer who employs employees working under the terms and conditions of this Agreement, who the Union deems necessary, shall obtain and maintain in effect during the term of this Agreement surety bond in the amount of Fifty Thousand (\$50,000.00) Dollars to guarantee to the employee hired by the Employer and working under the terms of this Agreement the payment of wages and fringe benefits.

**Section 2.** The employer shall notify the Union of the subcontractors on a project. The Union shall secure proper bonding from the subcontractors in order to ensure wage and benefit payments.

**Section 3.** It shall not be a violation of this Agreement to take any economic action available to enforce this Article.

**ARTICLE XXXV**  
**Industry Advancement Fund**

The Employer shall pay into the Industry Advancement Fund the stipulated sum as noted in Article VIII, Section 2, for each hour paid for or worked in the preceding month by all employees covered by the Agreement. Noncompliance with this Article shall be deemed a direct violation of this Agreement.

Any Employer signatory to this Agreement who fails to make the IAF contribution shall be subject to a penalty of ten percent (10%) of the previous month's non-payment. Additional penalties of ten percent (10%) shall be due every thirty (30) days thereafter, until payment is made. A non-contributing contractor will also be subject to all reasonable legal collection fees relating to the non-payment of the IAF contribution.

**ARTICLE XXXVI**  
**Competitive Adjustments**

**Section 1.** When signatory Employers are bidding against Employers who do not observe the same terms and conditions contained herein, the signatory Employer may request in writing any adjustments deemed necessary to make him competitive. The Business Manager of the Union may approve such adjustments he considers appropriate; however, he shall not have the authority to approve any wage or fringe benefits adjustments.

**Section 2.** Prevailing Wage - In the event that the provisions of the Davis-Bacon Act, 40 U.S.C. 276 (a) and/or the provisions of the State of Illinois Prevailing Wage Act, 820 ILCS 130 et seq., are repealed or substantially modified in a manner which adversely affects the ability of signatory Employers to compete for State, Federal or private work, the parties to this agreement agree to immediately meet to discuss the effects of the changes in regards to the terms and conditions of employment to maintain contractor competitiveness for such work. Given the fact that the employer and the Union are bound by agreements as joint stakeholders with common interest in maintaining the market share of the work, both parties agree to make amicable adjustments to the collective bargaining agreement on a project basis.

**ARTICLE XXXVII**  
**Corporate Signature Authority**

For purposes of signing any union documents, a signature must be secured from a duly-authorized officer of the corporation, company, partnership or other recognized legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the Employer.

The Employer, upon request of the Union, shall identify the duly-authorized officers for their sub-contractors.

**ARTICLE XXXVIII**  
**Completeness of Agreement**

**Section 1.** All understandings, agreements and undertakings of the parties hereto, touching on the subject matter hereof, are embodied herein and none of the parties shall be affected, during the existence of this Agreement, by any rules, regulations or understandings touching on the subject matter of this Agreement, whether oral or written, which are not expressly incorporated herein.

**Section 2.** Any part of this Agreement found to be in conflict with any State or Federal Law, by a recognized and competent Court or Board, shall be immediately renegotiated by the interested parties hereto, in accordance to the finding of such Court or Board.

**ARTICLE XXXIX**  
**Most Favored Nations Clause**

**Section 1.** The Union agrees that if it should enter into an agreement that provides for terms or conditions of employment which are more favorable than those contained in this Agreement for specific projects, particular segments of the construction market or certain geographic areas, those same terms and conditions of employment shall be made available to any Employer signatory to this Agreement.

**Section 2.** In the event that any question arises as to the meaning and application of this provision, either party may file with the other a written complaint. Such complaint will be initiated in accordance with the Grievance and Arbitration Procedure of this Agreement.

**ARTICLE XL**  
**Period of Agreement**

This Agreement shall be in full force and effect from May 1, 2017, through April 30, 2020, and shall remain in effect from year to year thereafter unless objections are made by Certified Mail by one or more of the interested parties at least sixty (60) days prior to the expiration date as set forth above or the yearly expiration date thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved, ratified and signed by the duly authorized officials of the parties as of this 1st day of May, 2017.

**SIGNED FOR THE CENTRAL ILLINOIS BUILDERS OF THE A.G.C.:**

\_\_\_\_\_  
DENNIS W. LARSON  
Executive Vice President  
CENTRAL ILLINOIS BUILDERS OF A.G.C.  
Having authority to sign in behalf of those Employers  
who have assigned their bargaining rights to C.I.B.A.

**SIGNED FOR LOCAL UNION NO. 965 OF THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, SPRINGFIELD, ILLINOIS:**

\_\_\_\_\_  
Dennis R. Minick, President

\_\_\_\_\_  
Myrna G Bomkamp, Rec. Corres. Secretary

\_\_\_\_\_  
Michael D. Zahn, Business Manager



**STANDARD FORM CONTRACT FOR  
ADOPTION OF AGREEMENT**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 965  
SPRINGFIELD, ILLINOIS**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and Local Union No. 965, International Union of Operating Engineers (AFL-CIO), shall be effective on all present and future work performed within Adams, Brown, Cass, Christian, DeWitt, Logan, Macon, Menard, Morgan, Piatt, Pike, Sangamon, Schuyler, Scott and Shelby Counties in Illinois, by the first mentioned party, and

WHEREAS, Local Union No. 965 has consummated Agreements through regular collective bargaining processes, covering work within the above named counties in Illinois. A copy of said Agreement is attached herewith and incorporated herein by reference, and the signatory parties desire to adopt the provisions of this Agreement.

THEREFORE, it is further understood and agreed by and between the parties hereto as follows:

(1) The parties hereto do hereby adopt all of the provisions and terms of the attached Agreement as the Agreement between the parties.

(2) The Employer agrees that, upon the Union's presentation of signed authorization of representation or other proof that it represents a majority of its employees in the bargaining unit described herein at any time during the term of this Agreement, the Employer will voluntarily recognize, in writing, the Union as the exclusive collective bargaining representative as set out in Section 9(a) of the Labor-Management Relations Act for such unit. Such recognition shall continue thereafter within the territorial jurisdiction of the Union, unless and until at the appropriate time such status is changed as a result of an N.L.R.B. election requested by the employees. The Employer further agrees that it will not request an N.L.R.B. election.

(3) Employers signatory to this Agreement who are not members of the Associations agree to be bound by any amendments, extensions or changes in this Agreement made between the Union and Association in the same manner and to the same extent as if the Employer had negotiated the same with the Union, and agrees to implement the same upon notice from the Union, or the effective date of any such amendment, extension or change, whichever is later. The Employer further agrees to be bound to all the terms and condition of any subsequent collective bargaining agreement between the Association and Union unless not less than 90 days and not more than 120 days prior to the expiration of this or any subsequent Agreement, the Employer notifies the Union in writing that it revokes its assent to any future collective bargaining agreement. In that event the Employer agrees that any notice served by the Union upon the association or appropriate modification of this or any subsequent Agreement shall serve as notice to the Employer.

(4) The above-named firm agrees to cover employees working under the terms of this Agreement with (a) Workmen's Compensation Insurance, and (b) Illinois State Unemployment Insurance, as provided by the Unemployment Insurance Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially binds said parties under the provisions of this Agreement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

at \_\_\_\_\_  
(City) (State)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
(Area Code) (Number) (Area Code) (Number)

FOR THE COMPANY:

\_\_\_\_\_  
(Name) (Title)

FOR IUOE LOCAL 965:

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
President

\_\_\_\_\_  
Recording Secretary