

AGREEMENT BETWEEN  
THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS  
WABASH VALLEY CONTRACTORS ASSOCIATION  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #841

COVERING  
ALL CONSTRUCTION

IN

DISTRICT #3  
(Iroquois and Ford Counties)

DISTRICT #5  
(Vermilion, Champaign, Moultrie, Douglas, Edgar,  
Coles, Cumberland and Clark Counties)

DISTRICT #7  
(Effingham, Jasper, Clay, Crawford, Richland,  
Lawrence, Wayne, Edwards and Wabash Counties)

Effective: January 1, 2003

Expires: December 31, 2007

**CONTRACTS**

**AUG 10 2005**

**OFFICE**

**RECEIVED**

**FEB 24 2003**

**DEPARTMENT OF LABOR  
CONCILIATION & MEDIATION**

INDEX

OPERATING ENGINEERS LOCAL #841

January 1, 2003 thru December 31, 2007

Territorial Jurisdiction	
Preamble	1
Article 1 Bargaining Unit	1
Article 2 Work Covered	2
Article 3 Territory	3
Article 4 Jurisdiction	4
Article 5 Union Security	4
Article 6 Subcontractors	5
Article 7 Classifications, Wages, Contributions & Deductions	5
Article 8 Health and Welfare	8
Article 9 Pension Fund	8
Article 10 Apprenticeship & Training	9
Article 11 I.U.O.E. Local 841 Qualified Savings Plan Trust	9
Article 12 Fringe Benefit Funds	9
Article 13 Working Dues Assessment	10
Article 14 Working Hours	10
Article 15 Holidays	11
Article 16 Reporting & Guaranteed Hours	11
Article 17 Shift Work	13
Article 18 Emergency Work	13
Article 19 Oilers	14
Article 20 Asphalt Plant Crews	14
Article 21 Mechanics – Repair Work	14
Article 22 Master Mechanic	15
Article 23 Utility Operators	15
Article 24 Equipment Preference	16
Article 25 Changing Machines	16
Article 26 Combination Rate	16
Article 27 Dewatering System	17
Article 28 Payment of Wages	18
Article 29 Comfort, Convenience & Safety	18
Article 30 Alcohol and Non-prescription Drugs	18
Article 31 Transporting Equipment	21
Article 32 Transportation of Employees	21
Article 33 Injuries and First Aid	21
Article 34 Safety	21
Article 35 Pre-job Conference	22
Article 36 Referral of Applicants	22
Article 37 Job Stewards	29

Article 38	Voluntary Suspension of Work	29
Article 39	Arbitration	30
Article 40	Assignment of Work and Jurisdictional Disputes	30
Article 41	Market Recovery	31
Article 42	Workmen's Compensation	32
Article 43	Unemployment Compensation	32
Article 44	Completeness of Agreement	32
Article 45	Discrimination	32
Article 46	Savings & Separability	32
Article 47	Duration and Termination	33

Territorial Jurisdiction

International Union of Operating Engineers

Local #841

Office Location

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Terre Haute, IN 47802-0157  
Phone 812-299-1177

Vincennes, IN office

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P. O. Box 949  
Vincennes, IN 47591  
Phone 812-882-9508

Oakwood, IL office

616 South Oakwood  
P. O. Box 400  
Oakwood, IL 61858  
Phone 217-354-4858

## PREAMBLE

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

### **WITNESSETH:**

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

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

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

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

## **ARTICLE 1 - BARGAINING UNIT**

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

The Union recognizes the above named associations, collectively, as the bargaining agent for such Employers who so authorize them. Individual employers signatory hereto who are not members of the said Associations agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the Union and the Associations, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Associations unless said non-member employer notifies the Union in writing that it revokes such authorization not more than 120 days and not less than 90 days prior to the expiration of this or any

subsequent agreement. Further, said non-member employer agrees that notice served by the Union upon said Associations and Mediation services for re-opening, termination or commencement of negotiations shall constitute notice upon and covering the non-member employer signatory hereto.

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

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

## ARTICLE 2 - WORK COVERED

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

- 1. **Highway:** Highway, streets, bridges, airports, and grading, drainage and waterlines work let in connection with highways, streets, bridge and airport projects within the project limit.
- 2. **Heavy:** Heavy construction railroad, flood control projects and levees except such work as let with building project or within the building project limit.
- 3. **Utility:** Underground utility work and grading in subdivisions, sewers, waterlines and gas lines.
- 4. **Building:** All construction work inside the established property boundary lines and construction work outside the boundary lines that is incidental to the construction work inside the boundary line of public and private utility plants, office and

commercial building, schools, universities, colleges, churches, refineries, chemical plants, water, oil, gas, chemical tanks, pumping stations, disposal plants, apartment houses, factories, grain elevators, towers, house and all other work let as a building contract except such as are incidental to street or highway improvement and work covered by the underground utilities and subdivision Agreements of Local No. 841.

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

#### Definitions:

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

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

#### Exceptions :

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

### **ARTICLE 3 - TERRITORY**

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

## ARTICLE 4 - JURISDICTION

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

## ARTICLE 5 - UNION SECURITY

All employees covered by this Agreement shall be required as a condition of employment to become and remain members of the Union on or after the eighth day following the



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

### **ARTICLE 6 - SUBCONTRACTORS**

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

### **ARTICLE 7 - CLASSIFICATIONS, WAGES, CONTRIBUTIONS & DEDUCTIONS**

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

#### CRAFT CLASSIFICATIONS

1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Cranes, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type Machine, Concrete Pump, Truck or

Skid Mounted, Tower Crane, Engineer on Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoop-mobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines, including Well Testing, Caissons, Shaft or any similar type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw (and similar types), Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart - Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self Propelled Pavement Breaker, Lull (or similar type machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractor (With Attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Incinerator Operator, Water Blaster, Self-Propelled Power Broom, Heavy Equipment Robotics Operator/Mechanic, Ultra High Pressure Waterjet Cutting Machine Operator/Mechanic, Master Environmental Maintenance Mechanic, Horizontal Directional Drill Operator, Material Transfer Device, Post Driver, Recycling Paver, and Air Compressors over 600 Cu. Ft.

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

Amount of increases to be distributed to wages and/or fringe benefits – see Wage Addendum A.

EFFECTIVE:	4/1/03	4/1/04	4/1/05	4/1/06	4/1/07
	\$1.35	\$1.40	\$1.45	\$1.55	\$1.55

- Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6", One Drum Machines Without Tower or Boom, Air Tugger, Self Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps, or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (when used for landscaping work),

Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting Material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Snooper Truck-Helper, Super Sucker (and similar type of equipment)

Amount of increases to be distributed to wages and/or fringe benefits – see Wage Addendum A.

EFFECTIVE:	4/1/03	4/1/04	4/1/05	4/1/06	4/1/07
	\$1.00	\$1.05	\$1.10	\$1.15	\$1.20

- a. All equipment listed in the above classifications when manned will be manned by operating engineers irrespective of size or motive power.
- b. Any equipment or project not clearly classified above shall be classified upon the request of either Party at any time by a standing committee appointed in equal number by the Associations and the Union. Such equipment shall be placed within one of the classifications in this Agreement. Should the Employer and the Union fail to do so as a result of a disagreement the Arbitration Procedure shall be followed.
- c. The parties agree that operating engineers covered by this Agreement who are operating certain types of cranes should work through the Joint Apprenticeship and Training Program of Local #841 to attain crane certification. Further, the parties agree that only the NATIONAL COMMISSION FOR THE CERTIFICATION OF CRANE OPERATORS (CCO) will be recognized as a certifying authority.
- d. Employees operating any booms from 149 ft. to 199 ft. including jib, shall receive an additional (\$1.00) per hour above the rate. Employees operating any booms over 199 ft. including jib, shall receive an additional 1.50 per hour above the regular rate.
- e. Employees operating Scoops, Pulls or Tractors hooked in tandem or piling in tandem or pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

- f. Engineers shall wash out, clean and make all necessary repairs to their machines and shall receive the rate of wages applying to that day for the same. The installing or removing of Machinery, Pipe Fitting, Electrical, Cleaning and Repairing necessary to operate same is considered his class of work.
- g. A twenty-percent (20%) premium above the wage rate listed in Addendum A shall be paid when employees are working in underground storage projects; or when they work on projects designated as Hazardous Waste or Asbestos Removal Projects, where such employee (s) or their equipment come into direct contact with Hazardous Waste or Asbestos, and where such employee(s) are required to wear protective outer clothing and/or other protective apparatus.
- h. Contributions and Deductions for each hour paid for or worked shall be as listed in Addendum A.
- i. No foreman or supervisor shall be allowed to operate, repair or maintain any mechanical equipment when such operator takes the job of an employee covered by this Agreement.

#### **ARTICLE 8 - HEALTH AND WELFARE**

It is mutually agreed by the Parties of this Agreement that the Party of the First Part covered herein shall become and/or continue to be a party of the Mid-central Operating Engineers Health and Welfare Fund established by the International Union of Operating Engineers, Local Union No. 841. The contribution by the Party of the First Part shall be as provided in Addendum A, provided such Health and Welfare Plan meets all the requirements of State and Federal laws and regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

#### **ARTICLE 9 - PENSION FUND**

It is mutually agreed by the Parties to this Agreement that the Party of the First Part covered herein shall become and/or continue to be a Party of the Central Pension Fund of International Union of Operating Engineers and participating employers. The contribution by the Party of the First Part shall be as provided in Addendum A, provided such Pension Fund meets all the requirements of State and Federal laws and regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

It is expressly agreed that the Employer's total liability to the Central Pension Fund shall be strictly limited to the contribution specified in Addendum A. This shall be construed to mean that Employers under this Agreement shall not be liable for any unfunded vested

benefits or other unfunded liabilities of the Central Pension Fund.

### **ARTICLE 10 - APPRENTICESHIP & TRAINING**

It is mutually agreed by the Parties to this Agreement that the Party of the First Part covered herein shall become and/or continue to be a Party of the Joint Apprenticeship and Training Trust established by the International Union of Operating Engineers, Local Union No. 841, provided such Joint Apprenticeship and Training Trust meets all the requirements of State and Federal laws and regulations applicable thereto and is approved pursuant to the Internal Revenue Code.

### **ARTICLE 11 - I.U.O.E. LOCAL 841 QUALIFIED SAVINGS PLAN TRUST**

The Employer hereby agrees to accept and be bound by the terms and conditions of the International Union of Operating Engineers Local No. 841 Qualified Savings Plan Trust Agreement, including any amendments or changes thereto, together with such Plan Rules and Regulations that may be established from time to time, provided said Trust Agreement and Plan Rules and Regulations are established and maintained in accordance with applicable State and Federal laws and regulations and that such Plan or Fund receive and maintain a tax qualified status with the Internal Revenue Service. The Employer further agrees to accept as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer further agrees to pay contributions into said Plan or Fund in such amounts as set forth in Addendum A of this Agreement.

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

### **ARTICLE 12 - FRINGE BENEFIT FUNDS**

In the event the Board of Trustees determines the necessity of an increased contribution, said Board of Trustees shall notify Local 841, and Local 841 shall in turn notify AGC of Illinois in writing of such increase not less than thirty (30) days prior to each anniversary date of this Agreement. Any increase in Employer contribution shall come out of the total increase negotiated for that period whereupon an addendum in writing describing such changes(s) shall be incorporated into this Agreement. It is understood that there shall be

no transfer or redistribution of wages into fringe benefits except on the anniversary dates of this Agreement and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. For purposes of this clause only, anniversary dates are April 1, 2003, April 1, 2004, April 1, 2005, April 1, 2006, and April 1, 2007.

### **ARTICLE 13 - WORKING DUES ASSESSMENT**

Effective April 1, 2003 and upon receipt of an Employee's voluntary written authorization which shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, which ever occurs sooner, the Employer shall check off and deduct from wages each payroll period, such amount listed in Addendum A, as working dues as part of membership obligation to Local Union No. 841. Said deduction shall be made from earned pay on each regularly scheduled pay day and shall be remitted to Local Union No. 841 together with all necessary health and welfare, pension, annuity and apprenticeship and training contributions, but by separate check and with report of hours.

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

### **ARTICLE 14 - WORKING HOURS**

- A. The regular work day shall consist of eight (8) consecutive hours commencing at 8:00 a.m. unless otherwise mutually agreed upon, with a meal period of one-half (1/2) hour on the employee's time. Employees shall be paid one and one-half (1 1/2) times the regular rate of wages for all hours worked in excess of eight (8) hours per day or forty (40) hours in any five day week.
- B. Where legal, and when the employer notifies the Union prior to bidding or at the pre-job conference, the employer may work four (4) ten (10) hour days, Monday through Thursday, with overtime being paid after ten (10) hours in one day or forty (40) hours in one week or if an employee is required to work during their lunch period. However, there shall be no pyramiding of overtime. In the event of inclement weather, equipment breakdown, or restrictions are placed on the employer beyond his control, such as State imposed traffic restrictions, Friday may be used as a make-up day,

however any employee required to work on Friday shall not work less than a full ten (10) hour shift. Any employee starting during the calendar week shall be paid in the same manner as the employee starting on Monday should Friday be used as a make-up day.

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

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

- C. All hours worked on Saturday shall be paid at one and one-half (1 1/2) times the regular rate of wages. All overtime shall be rounded up to the nearest half hour (i.e. any fractional part of a half hour worked shall be paid a half hour).

#### **ARTICLE 15 - HOLIDAYS**

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

New Year's Day  
Fourth of July  
Memorial Day  
Labor Day

Thanksgiving Day  
Veterans Day (to be celebrated the day after  
Thanksgiving)  
Christmas Day

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

#### **ARTICLE 16 - REPORTING & GUARANTEED HOURS**

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

### Inclement Weather

1. If an employee starts to work he shall be paid for four (4) hours, and if he works more than four (4) hours he shall receive a full day's pay. Unless, however, work is stopped due to inclement weather or equipment breakdown, in which case employees shall be paid for actual hours worked, but not less than two (2) hours pay, unless otherwise agreed to between the Employer and the Business Representative prior to the start of work.
2. On the four (4) day ten (10) hour schedule, if an employee reports to work, (s)he shall be paid two (2) hours and if the employee starts to work, (s)he shall be paid five (5) hours, and if (s)he works more than five (5) hours (s)he shall receive ten (10) hours pay. Unless, however, work is stopped due to inclement weather, equipment breakdown, or restrictions placed on the employer beyond his control, in which case employees shall be paid for actual hours worked, but not less than two (2) hours pay, unless otherwise agreed to between the Employer and the Business Representative prior to the start of work. If an employee is required to work during inclement weather, other than shutting the job down, (s)he shall be paid ten (10) hours.

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

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



## **ARTICLE 17 - SHIFT WORK**

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

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

On a three (3) shift job, the regular work day of the first shift shall consist of eight (8) consecutive hours commencing at 8:00 a.m. with a meal period of one-half (1/2) hour on the employer's time. The regular work day of the second shift shall consist of eight (8) consecutive hours commencing at 4:00 p.m. with a meal period of one-half (1/2) hour on the Employer's time, plus fifty cents (\$.50) per hour premium. The regular work day of the third shift shall consist of eight (8) consecutive hours commencing at 12:00 midnight with a meal period of one-half (1/2) hour on the Employer's time, plus fifty cents (\$.50) per hour premium.

There shall be no split shifts.

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

**Special Shift.** If a special shift is required by an owner, or if the Employer is required to perform work which cannot be performed during regular working hours, employees may, with prior notification by the Employer to the Union, work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. 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 18 - EMERGENCY WORK**

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

## **ARTICLE 19 - OILERS**

There must be a fireman or oiler on all cranes, CMI or similar equipment, backhoes, skimmer scoops, clamshells, draglines, shovels, locomotive cranes, caterpillar cranes, pile drivers, derricks, dual drum paver, ditching machine (24" or over), portable rock crushers and gravel processing machines. An oiler need not be employed on cranes, clamshells or draglines when used for batching materials on work covered by this Agreement and further they need not be employed on crawler cranes forty five (45) ton or under when used on small bridge jobs where only one such crane is in use.

Oilers need not be employed on hydraulic crane-type backhoes of three and one-half (3 1/2) cubic yards or less; provided, however, that where no oiler is employed the operator shall receive one (1) hour at overtime rate per shift to service and maintain said equipment.

## **ARTICLE 20 - ASPHALT PLANT CREWS**

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

## **ARTICLE 21 - MECHANICS - REPAIR WORK**

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

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

Mechanics using their own trucks and tools shall receive seventy-five cents (\$.75) per hour for expense over and above the regular rate, to be on a separate check.

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

## **ARTICLE 22 - MASTER MECHANIC**

Master Mechanic - A Master Mechanic shall be employed by the Employer where twenty (20) or more employees in the bargaining unit are employed on any one project by any one Employer. Master Mechanics are employed for their knowledge in the repair and maintenance of various machines used in the construction industry, and shall also work with the tools of the trade relating to the repair and maintenance on all machines coming within the jurisdiction of the bargaining unit. They shall also have a working knowledge of the qualifications of the men working for their Employer. Such individual or individuals shall not exercise any of the functions customarily performed by supervisors as defined in the National Labor Relations Act, as amended. In no way shall the Master Mechanic be deemed to be an agent of the Union. He shall receive thirty cents (\$.30) per hour above the rate for Group 1.

## **ARTICLE 23 - UTILITY OPERATORS**

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

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

For each 15 additional operators there shall be a utility operator employed with the same duties as outlined above. On more than one shift on any one job this entire provision

shall be inter-preted on the basis of each separate shift. He shall receive twenty center (\$.20) per hour above the rate for Group 1.

#### **ARTICLE 24 - EQUIPMENT PREFERENCE**

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

#### **ARTICLE 25 - CHANGING MACHINES**

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

On all other types of work, the Employee may not make more than one (1) complete change of equipment during the first half of any shift, and not more than one (1) additional complete change during the second half of any shift, provided that no operator may be required to operate more than three (3) pieces of equipment in any one (1) complete shift. A complete change is defined as moving from an original machine, to another machine, and back to the original machine.

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

#### **ARTICLE 26 - COMBINATION RATE**

1. On all heavy industrial and heavy building work, such as factories; oil refineries; power plants; chemical plants; water, oil, gas and chemical tanks, flood control projects and levees; coal gasification plants; etc., the following shall apply.
  - a. An engineer is permitted to operate two to four pumps, or a small mixer and a pump, or two to four welding machines, or two air compressors when under 200 cu. ft. capacity, or two large air compressors of over 200 cu. ft. capacity, when hooked in manifold, or one to five mechanical heaters.
  - b. An operator shall be permitted to operate one throttle valve at the combination rate.

- c. Combination rate shall mean premium pay of one dollar (\$1.00) per hour above the basic hourly rate of pay.

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

2. On all other types of work an oiler will be employed at the Group 2 rate to operate one (1) to four (4) pumps, or a small mixer and a pump, or one (1) to four (4) welding machines, or two (2) air compressors when under 200 cu. ft. capacity, or two (2) large air compressors of over 200 cu. ft. capacity when hooked in manifold, or one (1) to five (5) mechanical heaters, or one (1) conveyor, or one self-propelled concrete saw in addition to his duties as a crane oiler.

## **ARTICLE 27 - DEWATERING SYSTEM**

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

## **ARTICLE 28 - PAYMENT OF WAGES**

The Employer shall pay all employees covered by this Agreement weekly and the payment shall be in full for the payroll period. Payment shall be made within four (4) days of the close of the payroll period, but not later than Friday, and shall be in cash or by check as mutually agreed upon by the Employer and the Operating Engineers Local.

When an employee is discharged or laid off he shall be paid in full at the payroll office on the job site, or by check mailed within twenty-four hours, providing there is no payroll office set up on the job site, unless other arrangements are made at the pre-job conference.

Each employee when paid shall receive a slip showing the number of straight and overtime hours, his straight time hourly rate and all deductions and payments required by law or this Agreement.

## **ARTICLE 29 - COMFORT, CONVENIENCE & SAFETY**

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

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

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

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

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

## **ARTICLE 30 - ALCOHOL AND NON-PRESCRIPTION DRUGS**

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-

prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

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

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

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

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

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

INITIAL TEST

Level-Nanogram/Millitier (hereafter referred to as ng/ml).

Marijuana metabolite.....	50
Cocaine metabolite.....	300
Opiate metabolite.....	2000*
Phencyclidine.....	25
Amphetamines.....	1000

\*25 ng/ml if immunoassay-specific for free morphine.

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:

CONFIRMATORY TEST	LEVEL (ng/ml)
Marijuana metabolite.....	15*
Cocaine metabolite.....	150**
Opiates:	
Morphine.....	2000@
Codeine.....	2000@
Phencyclidine.....	25
Amphetamines:	
Amphetamines.....	500
Methamphetamine.....	500

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid  
 \*\*Bezoyllecgonine  
 @25 ng/ml if immunoassay-specific for free morphine.

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

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

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

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



### **ARTICLE 31 - TRANSPORTING EQUIPMENT**

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

### **ARTICLE 32 - TRANSPORTATION OF EMPLOYEES**

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

### **ARTICLE 33 - INJURIES AND FIRST AID**

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

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

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

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

### **ARTICLE 34 - SAFETY**

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

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

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

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

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

#### **ARTICLE 35 - PRE-JOB CONFERENCE**

Every Employer who is or becomes Party to this Agreement shall notify the Business Manager of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers or any project within the territorial jurisdiction of the Union, and the Employer shall inform the Business Manager of the nature and classifications of Operating Engineers estimated to be required on the said project. The Employer shall meet with the Business Manager or Business Representative of the Union at a date, time and place mutually agreeable for the purpose of holding a pre-job conference. Any questions concerning the application of this Agreement shall be resolved at such pre-job conference and the Employer shall make arrangements for the referral of engineers to the project in accordance with the contractual referral provision, providing the Employer is not currently working in the area.

#### **ARTICLE 36 - REFERRAL OF APPLICANTS**

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

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

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

- A. Satisfactory and competent men will be furnished in accordance with the provisions of this Agreement and the regulations governing Referral Offices, Section 3 of this Agreement, within twenty-four (24) hours of the time they are requested if they are available and if for any reason they cannot be or are not furnished within such period, the Employer may employ any person but shall notify the Referral Office within twenty-four (24) hours of the commencement of such employment.
- B. When an Employer needs key men there shall be a pre-job conference at which the classification to be filled by such employees, and the number of employees in each classification and the times of the commencement of their employment or the operational stages of the job or project at which their employment shall commence, shall be determined. Thereafter upon written request of an Employer, signed by a representative of the Employer on a job or project and delivered to the Referral Office servicing such job or project stating that such Employer desires that a named person or persons be referred in a classification or classifications agreed to at such pre-job conference, such person or persons shall be referred without regard to the provisions of Article 36, Section 3, A, B and C of this Agreement and the Employer shall hire such person or persons so referred.
- C. In the event no person with the requisite experience is available, the Employer ordering such person shall not be free to hire directly a person to operate such piece of equipment or perform such work who has had less experience than the experience called for in the order.

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

- Referral Office No. 1 - located at 6801 South U.S. Highway 41, Terre Haute, IN. Phone 812-299-1177.
- Referral Office No. 2 - located at 1602 Main Street, Vincennes, IN. Phone 812-882-9508.

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

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

- A. **List 1** is for persons not currently employed, who are seeking active employment, i.e., each Operating Engineer who has worked as an Operating Engineer for an Employer and/or Employers on work as defined in Article 7 of this Agreement within the Local's territorial jurisdiction for a period of four (4) years, i.e., forty-eight (48) months or more preceding this registering for referral.
- B. **List 2** is for persons not currently employed, who are seeking active employment i.e., each Operating Engineer who has worked as an Operating Engineer for an Employer and/or Employers on work as defined in Article 7 of this Agreement within the Local's territorial jurisdiction for a period of less than four (4) years, i.e., forty-eight (48) months but more than one (1) year, i.e., twelve (12) months preceding this registering for referral.
- C. **List 3** is for persons not currently employed, who are seeking active employment, i.e., each Operating Engineer who has worked as an Operating Engineer for an Employer and/or Employers on work as defined in Article 7 of this Agreement within the Local's territorial jurisdiction for a period of less than one (1) year, i.e., twelve (12) months preceding this registering for referral.
- D. **List 4** is for all other persons seeking active employment.
- E. Separate lists shall be kept for Apprentices and on the same basis as for the Operating Engineers.
- F. An employee, who while employed or a person registered for Referral:
  - a. becomes incapacitated by reason of injury or disease arising out of and in the course of employment on the type or kind of craft work of Operating Engineers shall for all purposes of this Article 36 be considered employed or available for employment for the full period of incapacity, or
  - b. becomes incapacitated by reason of injury or disease not arising out of and in the course of employment on the type or kind of craft work of Operating Engineers shall for all purposes of this Article 36 be considered employed or available for employment until:

- (1) he is paid in full and laid off, or
- (2) he registers for employment with the Referral Office.

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

Section 5. All persons seeking to register for active employment shall be responsible for calling the Referral Office, or offices, personally and setting forth their names, address and telephone number and classifications of work sought and their experience therein and may change such classification or classifications at any time before being referred.

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

Section 7. Subject to Section 8, A and B; Section 9, A through C; and Section 11 of this Article 36, all registrants on Lists 1 through 3 shall be referred in accordance to their registered out of work date. Such registrant having the right to submit any dispute to the Appellate Tribunal established in accordance with Section 13 of this Referral Procedure. The name of a registrant so referred shall be stricken from the list if the job to which the registrant is referred lasts ten (10) calendar days. However, if employee quits without just cause, that employee will go to the bottom of applicable list forfeiting his or her right to the ten (10) calendar day rule.

Section 8. All persons on List 1 and List 2 regardless of anything in these regulations to the contrary:

- A. The contractor may request, by name, the referral of any Operating Engineer who is registered for employment, and the Union shall make such referral, provided said individual has been employed as an Operating Engineer by the requesting contractor within eighteen (18) months.
- B. In the event the named person is not registered or not available for work at the time of the receipt of a written request under this Section 8, A and/or Section 9, A and B,

the Referral Office shall so notify the Employer as soon as possible, and the twenty-four (24) hour period provided in Section 1, A shall not commence to run until receipt by the Referral Office of either a request for an unnamed qualified registrant by classification or a further request under this Section 8, A and/or Section 9, A and B for a named person who is registered and available for work at the time of the receipt of the written request.

Section 9. All persons on Lists 3 and 4 shall be referred in accordance with their registered out of work date, and when referred, their names shall be stricken from the list, provided however, that upon written request of a signatory Employer, signed by a representative of the Employer on a job or project and delivered to the Referral Office embracing such job or project stating that such Employer desires, on the basis of past satisfactory service, that a named List 3 or 4 registrant be referred to such job or project, such Referral Office shall refer such List 3 or 4 registrant only after the following conditions have been met:

- A. No employee shall be laid off or discharged to make room for such person.
- B. The Employer shall not request a List 3 or 4 registrant unless he has in his employ four (4) or more persons classified as Operating Engineers working in the area covered by this Agreement, provided said registrant was last employed as an Operating Engineer by the requesting Employer, and said registrant has been on the referral list for five (5) or more calendar days, and provided said registrant was employed as an Operator by the requesting Employer within eighteen (18) months preceding the Employer's request.
- C. In the event the named person is not registered or not available for work at the time of the receipt of a written request under this Section 9, A and B the Referral Office shall so notify the Employer as soon as possible, and the twenty-four (24) hour period provided in Section 1, A shall not commence to run until receipt by the Referral Office of either a request for an unnamed qualified registrant by classification or a further request under this Section 9, A and B for a named person who is registered and available for work at the time of the receipt of the written request.

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

- A. When an individual Employer rents or leases equipment, an employee of the lessor operating the equipment may be transferred to the payroll of the lessee, but shall be considered an employee of the lessor for the purpose of these non-discriminatory hiring procedures, provided, such employee has been referred in accordance with these non-discriminatory hiring procedures and shall have been in

the employ of the lessor, or a lessee of the lessor, for the five (5) working days next preceding the date of the rental of the equipment, and the Referral Office servicing the job or project on which such equipment is to be used is notified in writing by the lessee before twelve o'clock noon of the day prior to the first day such equipment is to be used on the job or project, and provided further, that such employee's employment by the lessee shall terminate upon the termination of the lease or rental of the equipment or replacement.

Section 11. The Employer may reject any registrant referred by a Referral Office for employment, the Employer having the sole right of hiring.

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

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

Section 14. The Union and the Employer and each Referral Office of the Union in carrying out the provisions of this Agreement with respect to Article 36 of this Agreement and the registration and referral of persons seeking active employment, will not discriminate either in favor of or against such registrants or persons seeking to register by reason of membership in or non-membership in any Union, nor shall the carrying out of the provisions of this Agreement with respect to Referral (Article 36 of this Agreement) and the registration and referral of persons seeking active employment be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or

requirements. The Employer shall not discriminate either in favor or against persons seeking active employment or any of them by reason of membership or non-membership in any Union or by reason of acting on behalf of or in opposition to any Union.

Section 15. An employee who, while employed on the type or kind of craft work of Operating Engineers, or who was or is transferred by an individual Employer to a job or project outside the area covered by this Agreement, and was or is there employed by such individual Employer or by a joint venture with which said individual Employer is associated on the type or kind of craft work covered by this Agreement, shall for all purposes of this Article 36 be considered to have been employed or registered for employment in the area covered by this Agreement for the period of such services outside of the area covered by this Agreement.

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

In the event the Union or the Employer uses the Referral Procedure for the purpose of coercing the Employer and employees then an Employer can file a written complaint with the Union which complaint will be subject to the Grievance and Arbitration Procedure as set forth in Article 39 of this Agreement.

In the event an Arbitration Board so set out in Article 39, find that the Local Union involved was in violation of this Section with any one Employer, thereafter that Employer involved may resort to any course that he may choose for the recruitment of needed employees, and that Local Union shall not have preferential rights for the referral of employees to this Employer throughout the remaining time of this Agreement, or during the time the Employer remains in the area of the Local Union involved.

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

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

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



## ARTICLE 37 - JOB STEWARDS

- A. The Business Manager or Business Representative of the Union may select an employee on each shift in operation on a job or project to serve as Job Steward.
  - a. In addition to his regular assigned work, the Job Steward shall be permitted to perform, during working hours, the duties set forth in B of this Article. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employers agree to allow Job Stewards a reasonable amount of time for the performance of such duties.
  - b. The Business Manager or Representative of the Union shall notify the Employer, or his representative, in writing of the appointment of Job Steward, and the Employer shall notify the Union of his termination.
- B. The Job Steward shall be limited to and shall not exceed the following duties and activities:
  - a. Check the referral of each employee referred under the terms of this Agreement of his Employer before such employee commences work or as soon thereafter as practical.
  - b. Report to his Business Manager or Representative all violations of this Agreement.
  - c. Report to his Business Manager or Representative any employee covered by this Agreement who, during his shift, leaves the job site without giving the Employer and the Job Steward prior notice.
- C. The Job Steward shall not:
  - a. Stop the Employer's work for any reason.
  - b. Tell any workmen, or any employee covered by this Agreement, that he cannot work on the job.
- D. Infraction of either of the two rules set forth in C above shall be cause for immediate dismissal of the Job Steward without any prior notice.

## ARTICLE 38 - VOLUNTARY SUSPENSION OF WORK

If work is voluntarily suspended by the employer all employees shall be deemed to be laid

off if such suspension lasts seven (7) calendar days. It is hereby understood that this clause has no application to work suspension caused by labor disputes.

### **ARTICLE 39 - ARBITRATION**

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

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

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

### **ARTICLE 40 - ASSIGNMENT OF WORK AND JURISDICTIONAL DISPUTES**

- A. There shall be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.
- B. The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of Agreements of record, established trade Agreements and prevailing area practices.
- C. Where a jurisdictional dispute involves any Union or Employer not a party to the procedures set forth by the present plan established by the Building and Construction Trades Department and is not resolved by the Unions and Employer

involved, the parties are free to seek appropriate legal recourse.

- D. The Union shall not concede any portion of the work herein defined to any other craft or organization without first securing the written consent of a duly authorized Representative of the Employers, and no individual Employer shall concede any portion of the work herein defined without first securing the written consent of the Union and said duly authorized Representative of the Employers.

#### ARTICLE 41 - MARKET RECOVERY

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

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

1. The Employer shall use the referral procedure as set forth in Article 36 of the Agreement.
2. There shall be no manning requirements on such projects, except that Operating Engineers shall do all work within their jurisdiction.
3. The wages for work shall be as set forth in the project contract document for the duration of the project, except that fringe benefit contributions shall be as specified in the Agreement.
4. All overtime shall be paid in accordance with all applicable state and federal laws in all cases except on federal Davis-Bacon jobs the appropriate overtime rate shall be paid after ten (10) hours of work.
5. The provisions of Article 16 shall apply, except that one (1) hour's reporting time shall be paid instead of two (2) hours.

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

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

Violations or disputes under this Article shall be resolved through the grievance procedure listed in Article 39 – Arbitration.

#### **ARTICLE 42 - WORKMEN'S COMPENSATION**

The Employer shall carry Workmen's Compensation Insurance in a company or Association authorized under applicable state laws and regulations to insure the liability to pay compensation under Workmen's Compensation law.

#### **ARTICLE 43 -UNEMPLOYMENT COMPENSATION**

The Employer shall make all contributions required under the Illinois Unemployment Compensation Act. Whenever an Employer shall not be subject to the provisions of such Act because of the number of employees in the employing unit, he shall, nevertheless, pursuant to the provisions of said Act, make election to be subject thereto.

#### **ARTICLE 44 - COMPLETENESS OF AGREEMENT**

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

#### **ARTICLE 45 - DISCRIMINATION**

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

#### **ARTICLE 46 - SAVINGS & SEPARABILITY**

Any provision contained herein that is contrary to or held to be in violation of the Labor

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

It is further agreed that should compliance with any Federal or State law, or amendment thereof, or any order or regulations issued thereunder, now or hereafter in force and effect prohibit the carrying out of any of the provisions of this Agreement, then to the extent of such deviation or prohibition, this Agreement shall be deemed to have been automatically amended effective on the effective date of such law, order or regulation.

Such amendment to this contract shall remain in effect only so long as said law, amendment, order or regulation continues in force, or until the expiration of this Agreement, whichever event shall first occur.

#### ARTICLE 47 - DURATION AND TERMINATION

The provisions of this Agreement shall be in full force and effect beginning the first (1st) day of January, 2003, until midnight, the thirty-first (31st) day of December, 2007. If either Party to this Agreement desires a change in this Agreement they shall notify other Parties in writing by registered mail of such desire at least ninety (90) but not more than one hundred and twenty (120) days before the thirty-first (31st) day of December, 2002.

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

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

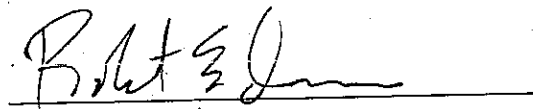
FOR THE UNION:


INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 841

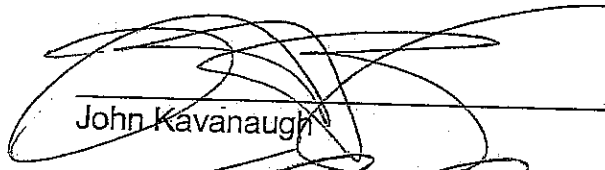
  
Blaine Davidson  
Business Manger

FOR THE EMPLOYERS:

ASSOCIATED GENERAL CONTRACTORS  
OF ILLINOIS

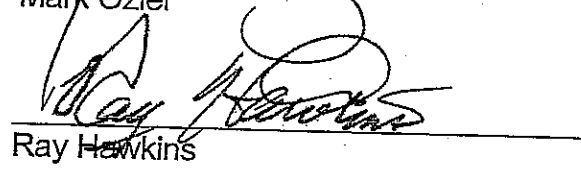
  
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Charlie Adams

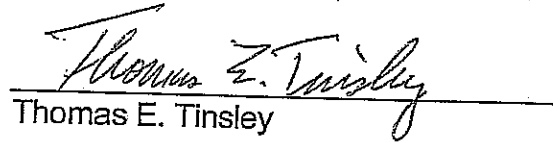
  
John Kavanaugh

  
John Lynch

  
Mark Ozier

  
Ray Hawkins

WABASH VALLEY CONTRACTORS ASSN.

  
Thomas E. Tinsley