

AGREEMENT

BETWEEN

**THE ASSOCIATED GENERAL CONTRACTORS
OF ILLINOIS**

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 649**

COVERING:

**PEORIA, FULTON, MASON, TAZEWELL, McLEAN,
WOODFORD, MARSHALL, WEST of IL RIVER in
PUTNAM, WEST 1/2 of BUREAU, STARK, HENDERSON,
McDONOUGH, HANCOCK, WARREN, KNOX and
EAST 1/2 of HENRY COUNTY**

EFFECTIVE

APRIL 1, 2020 THROUGH MARCH 31, 2025

INDEX

OPERATING ENGINEERS NO. 649

APRIL 1, 2020 THROUGH MARCH 31, 2025

	Page
Article 1	Preamble 1
Article 2	Certification, Recognition and Jurisdiction 1
Article 3	Scope of Work 2
Article 4	Referral 2
Article 5	Craft Foreman 4
Article 6	Reporting Time and Hours of Work and Overtime 5
Article 7	Shift Work 6
Article 8	Holidays 7
Article 9	Underground Construction 7
Article 10	Snow Removal 8
Article 11	Changing Machines on Shifts 8
Article 12	Pumps & Dewatering Systems 9
Article 13	Starting Engineer/Small Equipment 9
Article 14	Mechanics, Repair Work, Jobs & Shop 10
Article 15	Fireman-Oilers, Operation of Valve for Driving Piling and Controls Outside Crane Cab 11
Article 16	Steward 12
Article 17	Shelter, Sanitation and Safety 13
Article 18	Payday 14
Article 19	Representatives and Credentials 16
Article 20	Sub-Contracting 16
Article 21	Disputes 16
Article 22	Pre-Job Conference 16
Article 23	Unemployment Compensation, Bonding and Indemnification 17
Article 24	N.L.R.B. 17
Article 25	Health Benefits, Pension, Annuity, Apprenticeship Fund, Upgrade Fund, Industry Advancement Fund (IAF) and Downstate Infrastructure Advancement and Awareness Fund (DIAAF) 17
Article 26	Check-Off 20
Article 27	Date of Agreements and Amendments 21
Article 28	Market Recovery Addendum 21
Article 29	Most Favored Nations Clause 21
Article 30	Alcohol and Non-Prescription Drug Policy 22
Article 31	Group I 23
	Heavy/Highway Wage Scales, Fringe Contributions, and Deductions 31

**ARTICLES OF AGREEMENT
HIGHWAY AND HEAVY CONSTRUCTON**

ARTICLE 1

This Agreement is entered into April 1, 2020, by and between the ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS (herein AGCI or Association) for and on behalf of it members who have given bargaining rights to the Association, and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 649 (herein Union). The term Employer shall refer to the individual employer who is signatory to this Agreement and not to the Association unless specifically stated. The term Employer shall also refer to any employer whose bargaining rights are not held by the Association after it executes this Agreement.

Throughout this Agreement, reference to the masculine, feminine or neuter genders shall be deemed to include the masculine, feminine and neuter and singular shall be construed as plural and plural as singular as the context shall require. The headings of the sections are for reference only and do not limit, expand or otherwise affect the contents.

**ARTICLE 2
CERTIFICATION, RECOGNITION AND JURISDICTION**

This Agreement covers all Operating Engineers and Apprentice Operating Engineers employed by the EMPLOYER at its construction sites in Peoria, Fulton, Mason, Tazewell, McLean, Woodford, Marshall, West of the Illinois River in Putnam, Highway 26 and west in Bureau, Stark, East 1/2 of Henry, McDonough, Hancock, Warren, Henderson, Knox Counties, Illinois; but excluding office clerical and professional employees, guards, supervisors as defined in the Act, and all other employees.

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

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

In the event of its creation, the parties hereto agree to be bound by the rules, procedures and decisions of the Impartial Jurisdictional Disputes Board for the Building and Construction Industry or its successor, provided the Associated General Contractors of America is party to such Board. Employer contractors, who are not members of AGCI, shall be automatically bound by the rules of the Joint Board.

**ARTICLE 3
SCOPE OF WORK**

This Agreement shall apply to work classifications and operations incidental thereto as are herein generally and specifically described: excavating of all types, paving of all types, bridges, culverts, roads, streets, airport runways, ramps, grading, resurfacing, grade separations, overpasses, underpasses, curbs, gutters, sidewalks, parking areas, skyways, caissons, and all other highway construction work, underground and utility work of all types, sewers, subways, tunnels, water mains, piping, pipe jacking, headwalls, outfall structures, junction chambers, concrete construction, conduits, drainage, sheeting, dewatering, pile driving and all other underground utility work, heavy construction work of all types, dams, cofferdams, dock walls, shore protection and all land-based operations involving lakes, harbors, and river improvements, dredging, landfill construction, snow removal, flood controls, soil conservation, civil defense, fire and catastrophe operations of all types, landscaping, black dirt and black dirt fields, and wrecking of all types, dismantling or demolition of any building structure, highway demolition, railroad spurs from main line to building line, all farm and land improvements, hazardous waste work, and all assembly and disassembly of all equipment on the job site coming under the jurisdiction of the Operating Engineers.

In the application of this Section, the aforementioned classifications of work and operations shall not be interpreted to include the following:

Construction, erection, modification, addition to or improvement of a building structure or structures, the construction, erection, modification, addition to or improvement of an industrial plant or commercial construction and the driving of sheeting, piling, caisson work, foundation work or dewatering for a building structure, rapid transit stations, pumping station structures above connecting sewer lines and slurry operations within the outer perimeter of the building line.

This Agreement shall have effect on and cover employees in the described classifications and jurisdiction of work specified in this Agreement in the following Counties of Illinois:

PEORIA	MCLEAN	West ½ of BUREAU	HANCOCK	
FULTON	WOODFORD	STARK	WARREN	
MASON	MARSHALL	HENDERSON	EAST ½ of HENRY	
TAZEWELL	West of IL River in	PUTNAM	MCDONOUGH	KNOX

**ARTICLE 4
REFERRAL**

The EMPLOYER shall request referral of Operating Engineers from the UNION and shall not circumvent the UNION by hiring directly and without affording the UNION an opportunity to make referral of applicants for employment. When the EMPLOYER requires

an employee(s), the EMPLOYER shall notify the Business Manager of the UNION of the nature of the work to be performed and the classifications and qualifications of the employee(s). The UNION shall refer prospective employees within twenty-four (24) hours. If the UNION does not refer a prospective employee(s) within twenty-four (24) hours, the EMPLOYER may fill the vacancy. If the EMPLOYER requests a special skill for the job, the UNION shall have forty-eight (48) hours to make a referral(s). After the expiration of forty-eight (48) hours if no referral is made the EMPLOYER may proceed to fill vacancy(ies). The EMPLOYER has the sole right to hire as distinct from the UNION's right of referral of prospective employees. Employees shall give notice to the EMPLOYER no later than the end of his last shift before quitting a job.

The term Operating Engineers as used in this paragraph is intended to be descriptive only and does not refer to or imply membership in the UNION.

The UNION shall maintain a list of persons eligible for employment and shall not discriminate in making referrals against any individual because of his membership or non-membership in the union, race, color, creed, sex, age, national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law.

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

The UNION shall indemnify and hold the EMPLOYER harmless against any and all claims, demands, suits, or liabilities whatsoever that may arise solely out of the UNION's application of this Article.

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

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

can only maintain rights to one machine. An employee must be employed three (3) days to hold rights on a machine. The loading of machines is exempt from the three (3) day limit.

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

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

ARTICLE 5 CRAFT FOREMAN

Section 1. Lead Craft Foreman (shall be an IUOE Journeyman)

Duties of Operator Lead Craft Foreman

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

No Lead Craft Foreman shall be allowed to operate, repair or maintain any equipment except as provided in this Article under "Duties of Operator Lead Craft Foreman". The Lead Craft Foreman shall be covered by the working conditions and fringe benefits of this Agreement. The Lead Craft Foreman shall be paid \$3.50 per hour above Group I rate and/or not paid less than the highest paid operator on the project. Lead Craft Foreman designation does not apply to company supervisors.

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

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

job per shift but the Union and Company may agree to increase the number of working craft foreman per job on a case by case basis.

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

ARTICLE 6 REPORTING TIME AND HOURS OF WORK AND OVERTIME

The employees shall be notified before leaving home, by the EMPLOYER, (this notification to be limited to a reasonable amount of time, based on the distance an employee must drive) if there is to be no work, otherwise, during the work week they shall report for work and receive two (2) hours pay at the applicable rate. If an employee is asked, and does not supply or supplies a non-working or incorrect phone number, the employee shall sacrifice their rights for show-up time pay. It shall not be permissible to call off any employee by use of text, email or any other social platforms. The EMPLOYER will establish point(s) of reporting on the job site. An employee may be required to remain on the job to receive the reporting time pay. The EMPLOYER shall not discriminate in the application of this provision.

The established work hours are 8:00 a.m. to 12:00 p.m. and 12:30 p.m. to 4:30 p.m. Eight (8) hours shall constitute the working day. Forty (40) hours shall constitute a week's work from Monday through Friday inclusive; however, the starting time may be changed one (1) hour by the EMPLOYER with notice of such change given to the UNION office one week in advance of such change.

If the employees start to work between 8:00 a.m. and Noon, they shall be paid from established starting time and be paid a minimum four (4) hours. Except two (2) hours show-up time at the applicable rate of pay or actual time worked due to inclement weather or machine breakdown, minimum two (2) hours. If work is started in extreme inclement weather, employees will be paid a minimum of four (4) hours, if they work beyond four (4) hours they will be paid a minimum of eight (8) hours pay from established starting time unless work is shut down by the owner for just cause and is no fault of the contractor. In such a case, the employee will be paid actual hours worked. If the work continues after 12:00 p.m. employees shall be paid no less than eight (8) straight time hours pay from established starting time. Employees to be notified before 12:30 p.m. if no work after lunch. This eight (8) hours does not include any overtime that might be worked after 4:30 p.m. or before 8:00 a.m. Any time an employee is called out for work after noon he shall be paid no less than eight (8) hours pay from established starting time. Any time a project is to work 12 hours, there shall be a paid ½ hour supper break between the lunchtime break and the 5th hour after lunch break. If an Employee works through the supper break, he shall be paid two (2) times the straight time rate for working through the half-hour (½) supper break.

All time worked before 8:00 a.m. and after 4:30 p.m. shall be considered overtime and shall be paid for at the overtime rate provided for in this Agreement; provided that if the EMPLOYER elects to change the starting time as set forth above, the hours shall be changed accordingly. If the operator works on his machine or works his machine during the regular lunch period, he shall receive the appropriate overtime rate in effect for that day for said work. All work performed (without an eight (8) hour time off between work periods) shall be paid at the applicable overtime.

Starting time on Saturday and Sunday shall be as provided for in the second paragraph of this ARTICLE. Employees reporting for work on Saturday, Sunday and Holidays who have not been advised by the EMPLOYER before leaving home that there is no work shall receive at the premium rate in effect for that day two (2) hours pay for reporting to work. This overtime provision shall also apply to shift work.

The EMPLOYER agrees to allow any working employee time off to vote in general, state or special elections, provided said employee makes such request and does not have sufficient time to vote, either because of work hours or distance from the job site to the polling place. Said employee shall be paid up to two (2) hours at the applicable rate for their voting time off.

ARTICLE 7 SHIFT WORK

It is agreed that any two or three shift proposition considered or worked shall run for three (3) or more consecutive workdays. This shall not apply where continuous concrete pour requires less than three (3) days, or in the event of inclement weather or equipment breakdown. All work in excess of eight (8) hours on any shift shall be paid at time and one-half (1½) the regular hourly rate except where double time pay is applicable. If an employee works a second or third shift and is transferred between any shift before he works his three (3) consecutive shifts he shall be paid his guarantee of three consecutive shifts of work PLUS his regular pay for all first shifts worked. There shall be no more than one hour overlap between any of the shifts start and end times.

Two-Shift Operation: When a second shift is worked, it shall be of equal or more hours than the day shift with applicable pay Monday through Friday and eight (8) hours on Saturday. The second shift premium shall be \$2.00 per hour above the applicable straight time rate and shall be included in all overtime calculations.

Three-Shift Operation: When three (3) shifts are worked then only single time will be paid for same, except for work performed between the hours of 12:00 a.m. Saturday and 12:00 a.m. Sunday, which shall be one and one-half (1½) times the regular pay and between 12:00 a.m. Sunday and 12:00 a.m. Monday, which shall be double the regular pay. All Holidays shall be double the regular rate of pay from 12:00 a.m. day of Holiday to 12:00 a.m. the following day. The first shift (day shift) shall start at 8:00 a.m. and end at

4:30 p.m. with one-half (1/2) hour out for lunch. The second shift (afternoon shift) shall start at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour out for lunch. The third shift (night shift) to start at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour out for lunch. Eight (8) hours pay for each shift.

If requested by the Union, a pre-job conference may be held, if other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the Employer and the Union Business Manager.

Special Shift: 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 \$2.00 an hour over base rate for eight (8) straight time hours work plus thirty (30) minutes unpaid lunch after the fourth hour. The Special Shift Premium of \$2.00 per hour above the applicable straight time rate shall be included in all overtime calculations. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The EMPLOYERS notification for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. If requested by the Union, the Employer shall provide documentation from the owner showing the work to be performed and stating why it cannot be performed during regular working hours. If requested by the Union, a pre-job conference may be held. Other terms and conditions may be agreed to between the Business Manager and the EMPLOYER.

ARTICLE 8 HOLIDAYS

All work done on Sunday and Holidays shall be paid for at the double time rate. Holidays recognized by the terms of this Agreement shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be done on Labor Day except to save life or property. Veteran's Day to be celebrated the day after Thanksgiving. When a Holiday falls on a Sunday, it shall be observed on Monday.

ARTICLE 9 UNDERGROUND CONSTRUCTION

On underground domes and tunnels: two (2) hours for show-up time; eight (8) hours after starting plus one dollar and forty-five cents (\$1.45) per hour wage increase over negotiated agreement for all Engineers working in shafts and underground. The \$1.45 increase, above the applicable straight time rate, shall be included in all overtime calculations and any overtime and holidays shall be at the applicable rate of pay per this agreement. This shall include all Engineers on hoist and Mechanics employed on the Project.

Seventy-five cents (\$.75) per hour increase for all Engineers working on top in conjunction with the underground project OVER the negotiated wage increase. The \$.75 increase, above the applicable straight time rate, shall be included in all overtime calculations. There shall be a relief Operator on each shift; after five (5) pieces of equipment are in operation on any shift, then there shall be an additional relief Operator. Relief Operators' duties are to "spell" off other Operators underground throughout the shift he is working. The additional relief Operator will be used "flexible" both above and below ground.

ARTICLE 10 SNOW REMOVAL

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agency for those employees of the EMPLOYER engaged in the operation and maintenance of all portable machines and engines used in off-job snow removal.

The EMPLOYER and the UNION agree that, to facilitate this emergency operation, the following provisions and conditions shall prevail for this work only:

Operators shall receive no less than four (4) hours pay when called out. After four (4) hours work, he shall receive time worked. Any time worked in excess of eight (8) hours shall be paid at one and one-half (1½) times the regular rate. Saturdays and Sundays (12:00 a.m. Saturday to 12:00 a.m. Monday) are time and one-half (1½) rate. Holiday (12:00 a.m. the morning of the holiday to 12:00 a.m. the next morning) is double-time (2) rate. All work performed (without an eight (8) hour time off between work periods) shall be paid at the applicable overtime.

ARTICLE 11 CHANGING MACHINES ON SHIFTS

Employees shall be allowed to make the following machine changes in a single shift; from one machine to another and back to the original machine (A to B to A) or from one machine to another to another (A to B to C). If the rate for one machine involved in a change is higher than the other, then the higher rate shall apply for the entire shift. An employee making the above mentioned changes shall retain the right to return to his original machine when it is started again. No employee will be allowed to operate a machine that another employee has been employed to operate. The loading and unloading of unassigned machines shall not constitute a change.

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

machine is assigned receiving one-half (1/2) hour at the applicable rate of pay. Any non-operating engineer driver may load, transport and unload any unassigned machines.

ARTICLE 12 PUMPS & DEWATERING SYSTEMS

Where a pump or pumps are operated either continuously or intermittently throughout the twenty-four (24) hour day regardless of size, type or motive power and has a total discharge of 4 ½" or more, there shall be three (3) shifts of eight (8) hours each. Shift times and differential pay shall be in accordance with Article 7: Shift Work.

Dewatering System is defined as any system of pumps of any size, type or motive power used to CONTROL SUBTERRANEAN WATER on any and all types of construction work. This includes, but is not limited to: well point pumps, ejector or educator pumps, submersible pumps and well pumps in combination with wells, well points, sumps, piping or other appurtenances. All mechanical work on the system shall be done by the Operator.

Where dewatering systems, as defined above, are operated either continuously or intermittently throughout the 24-hour day, they shall be manned by an Operating Engineer. Three (3) shifts of eight (8) hours each shall be worked. Shift times and differential pay shall be in accordance with Article 7: Shift Work.

Operating Engineers shall install all dewatering systems. Upon completion of installation, the same Operators shall be assigned to the three (3) shift rotation as the system becomes operational. It is agreed that no multi-shift proposition will be considered or worked unless shifts will run for three (3) or more consecutive rotations.

ARTICLE 13 STARTING ENGINEER/SMALL EQUIPMENT

A starting engineer shall be required for work performed on a single project and /or, under a single contract used any length of time, for any combination of three (3) or more of the following pieces of equipment. Any single piece of equipment from any of the following categories counts as one piece of equipment when it is being operated.

- Air compressor (trailer mounted)
- All forced air heaters (regardless of size)
- Water pumps (greater than 4 ½" or total discharge over 4 ½")
- Light plants
- Generators (trailer mounted – excluding decontamination trailer)
- Welding machines (any size or mode of power)
- Conveyor

- Mixer (any size)
- Stud welder
- Power pac, etc.
- Ground heater (trailer mounted)

All maintenance and/or repair work performed on the site of construction on the equipment listed in Article 13 is the jurisdiction of this bargaining unit.

The Business Manager and the contractor must mutually agree to and shall have the right to add to the list of starting engineer duties as necessary.

Any TWO of the above may be run without an operating engineer. If there is an operating engineer working on the job he/she shall operate the piece of equipment in addition to their assigned equipment and receive two dollars (\$2.00) per hour over their hourly rate in effect for that day. The increase of \$2.00 per hour, above the applicable straight time rate, shall be included in all overtime calculations.

ARTICLE 14 MECHANICS, REPAIR WORK, JOBS & SHOP

The EMPLOYER recognizes 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 or Operators so assigned shall receive the wage rate established for such classification enumerated in this Agreement and shall receive the benefits for all conditions specified herein for employees.

An Engineer with his Oiler as helper shall make the necessary repairs on the machine he operates and may be assisted by the Mechanic. They shall receive the rate of wages applying to the day they do the work. The installing and removing of machinery, pipefitting and repairing necessary to operate, is considered in the work classifications of employees covered by this Agreement.

If a Mechanic, at the EMPLOYERS request, uses his own pickup truck, then the EMPLOYER shall reimburse the mechanic for auto expense at the rate of seven hundred fifty dollars (\$750.00) per month plus gas and oil, all other equipment and tools to be mutually agreed upon between said Mechanic and EMPLOYER, otherwise the EMPLOYER shall furnish a pickup truck for use by said Mechanic.

A Mechanic shall be those employees who are employed by the employer to repair and maintain the EMPLOYERS equipment. When a machine breaks down and repair work is begun thereon by the Mechanic, the employee assigned to the equipment may be retained to assist the Mechanic in the repair of the assigned machine or be re-assigned to an idle

machine for the remainder of the day. If the repair cannot be accomplished on the day of the break down, the contractor may have the assigned operator assist the mechanic, re-assign to an idle machine or may be left home subject to recall. Any assistance to a mechanic shall be with the assigned operator or another full time company mechanic. The assigned employee shall be paid in accordance with Article Six.

Mechanics and/or greasers shall be permitted to check, to start and to stop equipment without the Operator, whether it be before, during or after the shift.

An Operator need not be assigned to a piece of equipment being worked on by a mechanic, tire man, or personnel doing warranty work. If assistance is needed, it shall come from a bargaining unit employee.

Repair work performed on equipment operated by Operating Engineers on-site and in EMPLOYERS permanent or temporary shops is the jurisdiction of this Local Union.

ARTICLE 15 FIREMAN-OILERS, OPERATION OF VALVE FOR DRIVING PILING AND CONTROLS OUTSIDE CRANE CAB

The EMPLOYER agrees to use an Oiler in addition to the Engineer on all Draglines, Clam Shells, Cranes, Concrete Paving Mixers, Steam Derricks and Steam Pile Drivers, Slipform Pavers, CMI or similar Dual-Lane Auto Grade, Belt Placers, (Belt Placers can be covered by the Oiler on the Slipform Paver when being used in conjunction with it), Dual-Lane Trimmers and Central Concrete Batch Plants, Dredges over 20 inches, *Hydro Cranes and **Rough Terrain Hydraulic Cranes, all Mobile Drills (track or rubber). All Mobile, Crawler and Stationary Tower Cranes Truck mounted Hoes and Gradalls require an Oiler. The EMPLOYER agrees to employ a Plant Engineer, in addition to the Plant Operator on all Asphalt Batch Plants and Asphalt Drum Mix Plants.

On all Hydraulic Backhoes with 360 degree swing, all Cherry Pickers, and Cranes (that do not require an oiler), Hydraulic shovels and similar types, the assigned Operator shall receive one-half (1/2) hour at the applicable overtime rate to prepare his assigned machine. If an excavator is used two (2) hours or less in a day, then prep time is not mandatory. The operator must actually be on the job for the entire 30 minutes and preparing his machine to receive the prep time pay.

*Non-lattice Boom Truck Cranes having three (3) axles or less shall not require an Oiler, a dolly shall count as an axle.

**All Rough Terrain Hydraulic Cranes (Cherry Picker) type machines and Creter Cranes under ninety-one thousand (91,000) pounds gross vehicle weight shall not require an Oiler.

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

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

DUTIES OF AN OILER

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

When an integral piece of equipment is attached to the crane, such as a diesel hammer or augers (similar types of equipment) and are not controlled from the cab of the crane, the Operator's oiler shall handle the controls attached to the diesel hammer, auger, (and similar attachments) irrespective of where the controls are located and may also operate the external power pack or air compressor. The Business Manager and the EMPLOYER shall mutually agree to additional duties of an oiler on a case-by-case basis.

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

ARTICLE 16 STEWARD

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

The EMPLOYER and the job steward shall both be notified of all replacements of employees on the project. The job steward shall be informed by the EMPLOYER representative when the EMPLOYER contemplates changing an Operator from one machine to another. The notifications shall not affect the limitations on changes contained in ARTICLE ELEVEN of this Agreement. When an employee has been relieved on a job

through sickness or other just causes, he shall notify the UNION office and the EMPLOYER before going back to work.

ARTICLE 17 SHELTER, SANITATION AND 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.

Section 2. It is important to succeed in this cooperative effort because it is also recognized that failure can mean hardship to the employee and a threat to the security of his family.

Section 3. It is because of these mutual benefits that the employees, union officials and management pledge to do all that is reasonable 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 4. Personal Cell Phones and Other Communication Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, 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 and in work areas. 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.

Section 5. The UNION shall use its training facilities and shall encourage completion of the ten-hour OSHA course by its membership.

Section 6. All Operating Engineers shall wear appropriate, company supplied, safety gear such as ear, eye, and head protection. If project owner requires foot and toe protection, contractor agrees to make arrangements to furnish this protection. EMPLOYER and all employees agree to abide by all federal, state, local and company safety policies.

Section 7. No employee shall be disciplined or in any way discriminated against for refusal to perform services during the period of the EMPLOYERS noncompliance with safety Rules and Regulations where the EMPLOYER has been notified by a safety representative of the State of Illinois that such noncompliance exists. Employees must be furnished with suitable shelter to protect them and the machines they operate from falling materials and the elements of the weather. A trailer (or equivalent) shall be used as a shelter for eating lunch during the cold weather months. Where unusual circumstances exist, the EMPLOYER and the Business Manager shall confer for agreement on other suitable shelter arrangements.

Section 8. The EMPLOYER shall furnish drinking water fresh daily in clean suitable containers. Clean ice shall also be furnished by the EMPLOYER for the drinking water when required by climatic conditions. The drinking water shall be on the job in readily accessible places no later than sixty (60) minutes after starting time. Sanitary paper cups shall be placed with each water container. Sanitary facilities shall be provided.

Section 9. On all demolition and on clearing of brush piles over and above the running board of the machine, there must be a safe canopy over the machine. No employee shall clear timber or brush alone.

Section 10. When tending fire piles the contractor shall utilize air-conditioned equipment or safety engineering controls or issue appropriate safety gear to the operator.

ARTICLE 18 PAYDAY

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

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

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

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

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

No Work on Payday. If no work on payday, the paychecks shall be available at the job site or at a mutually agreed upon location, not later than ONE HOUR from starting time at the customary place. The EMPLOYER will not be required to have paychecks on the jobsite after 12:00 Noon.

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

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

If no work due to reasons other than inclement weather, it shall constitute a lay-off at the Operator's request.

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

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

**ARTICLE 19
REPRESENTATIVES AND CREDENTIALS**

UNION representatives, carrying proper credentials, shall be allowed to visit all jobs, so long as such visits are announced to an EMPLOYER representative on each project at the time of arrival.

**ARTICLE 20
SUB-CONTRACTING**

The employer shall not contract any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure or other work to any person, firm or company who does not have an existing labor agreement with the Union covering such work.

**ARTICLE 21
DISPUTES**

If disputes cannot be resolved by the EMPLOYER and the Business Manager of the UNION, then within forty-eight (48) hours of notification (excluding Saturdays, Sundays and Holidays) a committee consisting of at least one member each from the EMPLOYER side and the UNION side of the negotiating committee of this Agreement will meet and attempt to adjust the dispute.

There shall be no strike or lockout until the procedures set forth in the previous paragraph has reached an impasse.

**ARTICLE 22
PRE-JOB CONFERENCE**

A pre-job conference shall be held, prior to the start of any project, at the request of either party, at times and places mutually agreed upon. The main purpose of the pre-job conference shall be to inform the UNION of the expected requests for referrals that may be made by the EMPLOYER for the subject project and resolution of any possible work disputes.

**ARTICLE 23
UNEMPLOYMENT COMPENSATION,
BONDING AND INDEMNIFICATION**

An Employer who cannot satisfactorily demonstrate not less than two year history of business operation with timely fringe benefit payments during that time shall be required to post a surety bond of \$60,000.00 to guarantee the timely payment of all wages and fringe benefits for employees. The surety bond must remain in force until all wages and fringe benefits are paid.

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

In the event the UNION and/or Trustees of the Funds are required to file suit by reason of the EMPLOYERS failure to make fringe benefit contributions, and a judgment is rendered in favor of the UNION and/or Trustees, as part of said judgment a reasonable amount of the Attorney's fees and court cost and applicable interest charges shall be awarded them by the court.

An employee shall be indemnified by the EMPLOYER against any claims or suits made against him for bodily injury, death or property damage while said employee is working within the scope of his employment. The responsibility for indemnification shall be on the EMPLOYER.

**ARTICLE 24
N.L.R.B.**

Notwithstanding any provisions of this Agreement, the EMPLOYER shall not be deemed to have agreed to violate any provision of the Labor Management Relations Act, nor to enhance or maintain any illegal provision of this Agreement.

**ARTICLE 25
HEALTH BENEFITS, PENSION, ANNUITY,
APPRENTICESHIP FUND, UPGRADE FUND, INDUSTRY ADVANCEMENT FUND
(IAF) AND DOWNSTATE INFRASTRUCTURE ADVANCEMENT AND AWARENESS
FUND (DIAAF)**

The EMPLOYER hereby agrees to contribute payment(s) as set forth in this agreement in the amounts mutually agreed to between the EMPLOYER and the UNION, into the Pension, Health Benefit Plan, Annuity Plan, Apprenticeship Fund and Upgrade Fund in effect.

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

The EMPLOYER shall contribute the amount set forth in ARTICLE THIRTY-TWO of this Agreement for each hour worked by every employee covered by this Agreement to a mutually established Local No. 649 Operating Engineers Apprenticeship Trust Fund. Said Trust Fund shall have six (6) Trustees, three (3) of which shall be the EMPLOYER Trustees also serving as the Annuity Plan Trustees and HRA Trustees and three (3) which shall be the UNION Trustees named by the Business Manager of Local No. 649.

The EMPLOYER shall contribute the amount set forth in ARTICLE THIRTY-TWO of this Agreement for each hour worked by every employee covered by this Agreement to the same said Local No. 649, Operating Engineers Apprenticeship Trust Fund for the purpose of retraining towards upgrading skills of non-apprentices under the jurisdictional coverage of the International Union of Operating Engineers. The contributions to said Trust Fund shall be maintained in separate accounts by the Trust Fund for the purpose set out above, and shall not be intermingled.

EMPLOYERS signatory to this Agreement hereby agree to be bound by the terms and conditions of the Agreements and Declarations of Trust governing the Central Pension Fund of the International Union of Operating Engineers and Participating EMPLOYERS, the Local 649's Health & Welfare Fund, the Operating Engineers Local No. 649 Apprenticeship Fund, the Operating Engineers Local No. 649 Annuity Trust Fund, Industry Advancement Fund (IAF) and Downstate Infrastructure Advancement and Awareness Fund (DIAAF) as such Trust Agreements may be amended from time to time. Such Amendments are hereby incorporated by reference and made part of this Agreement.

If during the term of this Agreement, Trustees of the Local 649's Health & Welfare Fund or any part thereof vote to merge into another health and welfare fund, and if the trustees of that other fund vote to accept such merger, then the parties to this Agreement shall promptly execute the necessary amendment to this Agreement to provide for applicable contributions to be paid into and signatory EMPLOYERS to be bound by the terms and conditions of the Agreement and Declaration of Trust governing said Fund. Any adjustment to the contribution rate resulting from such merger shall be

handled in the same manner as increases or decreases to other negotiated fringe benefit funds as set forth below.

The UNION may distribute any part of the negotiated wage increase into the existing negotiated funds, provided, such increase is requested and AGC OF ILLINOIS is notified at least thirty (30) days prior to its effective date on each anniversary of this

Agreement. For purposes of this clause only, the anniversary dates are April 1, 2020, April 1, 2021, April 1, 2022, April 1, 2023 and April 1, 2024. If the Trustees of the Health & Welfare Plan impose any increase in the contribution rate, the UNION shall notify the EMPLOYER of the new contribution rate in writing at least thirty (30) days prior to the anniversary date(s) listed above. Changes in contribution amounts to any of the Funds listed in this Article shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the UNION notifies AGC OF ILLINOIS of its request, it is agreed an addendum in writing describing such change(s) shall be incorporated into this Agreement.

Industry Advancement Fund

1. Effective April 1, 2020 the EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$0.20) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement for the duration of this Agreement.
2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.
3. The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for the advancement of the Heavy/Highway and Utility construction in the state of Illinois.
4. Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.
5. The EMPLOYER and the Union agree that any action, including the filing of a law suit, by the Association to enforce this Article is subject to the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an EMPLOYER to collect delinquent contributions under this Article, the EMPLOYER agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and cost.

DOWNSTATE INFRASTRUCTURE AWARENESS AND ADVANCEMENT FUND

Section 1. The Association and Union agree to establish a labor-management committee in accordance with the Labor Management Cooperation Act of 1978 known as the Downstate Infrastructure Awareness and Advancement Fund (DIAAF) which

shall be governed by a board of trustees composed of an equal number of trustees appointed by the Association and by the Union. The purpose of the committee shall be to educate the public and support issues important to downstate infrastructure. Each employer shall pay the amount specified in Article 32 for each hour paid for or worked in the preceding month for all employees covered by this Agreement. All payments shall be made on the date specified by the Trustees and in the manner and form prescribed by the Trustees. Failure of an Employer to comply with this Article shall be deemed a direct violation of the Agreement.

Section 2. In the event any Union participating in DIAAF is merged with any other local Union which is not a participant in DIAAF, the Trustees may terminate the participation of the Union in the Fund according to the rules and regulations adopted by the Trustees. No Union whose participation is terminated under this Section shall be entitled to any refund of monies paid to DIAAF.

ARTICLE 26 CHECK-OFF

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

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

Check-off shall include an amount as set fourth in ARTICLE THIRTY-TWO for a political Education Fund "administered by the UNION", provided the EMPLOYER shall have received voluntary authorizations from employees to this effect. In the event of an erroneous or unauthorized deduction, upon discovery by the fund or notice from the non-participant in the fund, the fund shall remit back such deduction directly to the employee. Remittance shall be made within a reasonable time after discovery or notice. Said Political Education deductions are, and shall be the property and possession of the employee from whose wage they are deducted from the time of their deduction and deposit in the bank until their actual deposit from the bank in the Political Education Fund, and shall not be

considered as having passed through any UNION possession, ownership or control prior to deposit in the Fund as authorized and directed by the employee.

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

ARTICLE 27 DATE OF AGREEMENTS AND AMENDMENTS

This Agreement shall become effective as of April 1, 2020 and remain in full force and effect through March 31, 2025, and shall continue in force from year to year thereafter unless notice is given in writing by either party to the other party at least sixty (60) days prior to the expiration date.

Individual EMPLOYERS signatory hereto who have not given their bargaining rights to the Association agree to be bound by any amendments, extensions or changes in this Agreement agreed to between the UNION and the ASSOCIATION, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the UNION and the ASSOCIATION unless at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration of this or any subsequent Agreement, such EMPLOYER notifies the UNION in writing that it revokes its assent to any future collective bargaining agreement. Further, such EMPLOYER agrees that notice served by the UNION upon said ASSOCIATION and Mediation Services for reopening, termination or commencement of negotiations shall constitute notice upon such EMPLOYERS signatory hereto.

ARTICLE 28 MARKET RECOVERY ADDENDUM

On jobs where non-union contractors are bidding, the EMPLOYER agrees to employ unit employees and will pay the contractual wages and fringe benefits as stipulated in this Agreement. All other terms and conditions of employment shall be as mutually agreed upon by the EMPLOYER and Business Manager.

ARTICLE 29 MOST FAVORED NATIONS CLAUSE

It is understood and agreed that in order for the EMPLOYER to bid competitively against other EMPLOYERS who have a different agreement, or who are signatory to a different contract with the UNION, the UNION will, at the request of the EMPLOYER make known and available for adoption by the EMPLOYER all terms of that Contract or Agreement.

These terms shall be available on any project where the EMPLOYER is bidding against said competition. This provision is not intended to apply to a situation where the UNION grants a concession requested by an EMPLOYER on a project already under contract.

ARTICLE 30 ALCOHOL AND NON-PRESCRIPTION DRUG POLICY

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the EMPLOYER's property, site of construction, or during 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 currently 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 the EMPLOYER policy and procedures or as required in document by Project Owners. Drug and alcohol testing shall consist of, but not limit to, pre-employment, random and reasonable cause. Reasonable cause shall include for example, but is not limited to, visible impairment, possession, reports of on duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Random Tests

All employees covered by the random drug test policy will be included as part of the Drug Test consortium group from which the Medical Review Officer (MRO) will randomly select employees by using a computer generated selection of social security numbers for testing per the requirements of the EMPLOYER's Policy.

On a periodic basis the MRO will select randomly a number for random testing during that month.

Names selected will be forwarded to each EMPLOYER who will notify their employees selected to be tested. The EMPLOYER will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed.

Failure of the EMPLOYER to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

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 analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services, (hereinafter, SAMHSA, formerly known as NIDA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by the SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. 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 6. Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, he will be: (a) suspended without pay up to thirty (30) days, as determined by the established EMPLOYER 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 the rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 7. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the disputes procedures provisions of this Agreement.

ARTICLE 31 GROUP I

All hourly premiums are stated for straight time; applicable overtime applies to all hourly premiums.

Cranes: *ESCALATED RATE on all Cranes, and Derrick Booms and Tower Cranes:*

\$.05 per hour, per foot, over 90 feet including jib.

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

CAPACITY PAY:

\$.02 per hour, per ton – over 50-ton capacity.

Boom Pay and Capacity Pay shall not be pyramided.

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

Operating engineers who operate Lattice Boom Crawler Cranes, Lattice or Hydraulic Boom Truck Cranes, Telescopic Hydraulic Boom Cranes (Swing Cab or Fixed Cab), Tower Cranes, Overhead Cranes and have been Certified by the National Commission for the Certification of Crane Operators (CCO) or Operating Engineers Certification Program (OECF) on the equipment they operate shall receive \$2.00 per hour above the applicable straight time rate and shall be included in all overtime calculations.

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

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

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

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

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

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

Overhead Cranes

Hydro Crane

Shovels

Crane Type Backfiller

Tower, Mobile, Crawler, & Stationary Cranes

Derricks

Hoists (3 Drum)

Draglines

Drott Yumbo & similar types considered as Cranes

360° Swing Excavator (shears, grapples, movacs, etc.)

Back Hoe

Derrick Boats

Pile Driver and Skid Rigs

Clam Shell

Locomotive-Cranes

Road Pavers-Single Drum-Dual Drum Tri-Batcher

Motor Patrols & Power Blades-Dumore-Elevating & Similar Types

Mechanics

Central Concrete Mixing Plant Operator

Asphalt Batch Plant Operators and Plant Engineers
 Gradall
 Caisson Rigs
 Skimmer Scoop-Koehring Scooper
 Dredges (all types)
 Hoptoe
 All Cherry Pickers
 Work Boats
 Ross Carrier
 Helicopter
 Dozer
 Tournadozer
 Tournapulls-all and similar types
 Concrete and all recycle machines
 Multiple Unit Earth Movers: \$1.20 per hour for each scoop over (1) and the \$1.20 per hour above the applicable straight time rate shall be included in all overtime calculations
 Scoops (all sizes)
 Pushcats
 Endloaders (all types)
 Skidloader (with attachments)
 Asphalt Surfacing Machine
 Slip Form Paver
 Rock Crusher
 Material Crusher (outside pits and quarries)
 Screening Plants (outside pits and quarries)
 Tunnel Boring Machine
 Heavy Equipment Greaser (top greaser on spread) Grease man to grease equipment during lunch as normal part of his shift
 CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types
 Side Booms

Starting Engineer on Pipeline or Construction (11 or more pieces)

- Air compressor (trailer mounted)
- All forced air heaters (regardless of size)
- Water pumps (greater than 4 ½" or total discharge over 4 ½")
- Light plants
- Generators (trailer mounted – excluding decontamination trailer)
- Welding machines (any size or mode of power)
- Conveyor
- Mixer (any size)
- Stud welder
- Power pac, etc.
- Ground heater (trailer mounted)

Asphalt Heater & Planer Combination (used to plane streets)
Wheel Tractors (with dozer, hoe or endloader attachments)
CAT Earthwork Compactors and similar types
Blaw Knox Spreader and similar types
Trench Machines
Pump Crete-Belt Crete-Squeeze Crete-screw type pumps and gypsum
(operator will clean)
Creter Crane
Concrete Pump Truck
Formless Finishing Machines
Curb Machine
Flaherty Spreader or similar types
Screed Man on Laydown Machine
Vermeer Concrete Saw
Laser Screed
Span Saw
Dredge Leverman
Dredge Engineer
Lull or similar type
Hydro-Boom Truck
Guard Rail Machine
Foreman (see Article 5)

If a fill area requires processing with a disc and/or roller prior to the resumption of hauling operations, the EMPLOYER shall have the right to exercise flexible starting times with respect to the disc tractor Operator(s) and/or roller Operator(s) in order to accomplish such

processing for the expediting of the resumption of hauling operations. Such employees shall receive no less than four (4) hours pay or actual time worked, whichever is greater.

If the EMPLOYER cannot reach the assigned Operator(s) by 9:00 a.m. for doing this work, they may assign any Operator(s) to these machine(s) for this purpose and under these arrangements.

Upon hiring or assigning employees to these machines, the EMPLOYER should advise such employees that the possibility of calling them in under the above arrangement exists, and they should be prepared for it. If possible, the EMPLOYER should advise them also at the time of interruption of operations.

GROUP II

Straight Framed, Truck Mounted Vac Unit (separately powered) (except where provisions of a prior Agreement prohibits or where an EMPLOYER has established a practice of assignments to a different craft).

Bulker & Pump
Power Launches
Boring Machine & Pipe Jacking Machine
Dinkeys
Carts, Powered Haul Unit for a Boring Machine
P & H One Pass Soil Cement Machines and similar types
Wheel Tractors (Industry or farm type - other)
Back Fillers
Euclid Loader
Fork Lifts
Jeep w/Ditching Machine or other attachments
Tunnelugger
Automatic Cement & Gravel Batching Plants
Mobile Drills-Soil Testing and similar types
Pugmill with pump
All (1) and (2) Drum Hoists
Dewatering System
Straw Blower
Hydro-Seeder
Bump Grinders (self-propelled)
Assistant Heavy Equipment Greaser
Apsco Spreader
Tractors (track-type) without Power Units Pulling Rollers
Rollers on Asphalt-Brick or Macadam
Concrete Breakers
Concrete Spreaders
Cement Strippers
Cement Finishing Machines & CMI Texture & Reel Curing Machines
Vibro-Tampers (all similar types self-propelled)
Mechanical Bull Floats
Self-Propelled Concrete Saws
Truck Mounted Power Saws
Curb Cutters
Mixers-over three (3) bags to 27E
Winch & Boom Trucks
Tractor Pulling Power Blade or Elevating Grader
Porter Rex Rail
Clary Screed
Mule Pulling Rollers
Pugmill without Pump
Barber Green or similar Loaders
Track Type Tractor w/Power Unit attached (minimum)
Fireman
Spray Machine on Paving
Paved Ditch Machine
Power Broom

Self-Propelled Sweepers
Self-Propelled Conveyors
Power Subgrader
Oil Distributor
Straight Tractor
Truck Crane Oiler
Truck Type Oilers
Directional Boring Machine
Horizontal Directional Drill
Articulating End Dump Vehicles
Starting Engineer (6 to 10 pieces)

- Air compressor (trailer mounted)
- All forced air heaters (regardless of size)
- Water pumps (greater than 4 ½" or total discharge over 4 ½")
- Light plants
- Generators (trailer mounted – excluding decontamination trailer)
- Welding machines (any size or mode of power)
- Conveyor
- Mixer (any size)
- Stud welder
- Power pac, etc.
- Ground heater (trailer mounted)

GROUP III

Starting Engineer (3 to 5 pieces)

- Air compressor (trailer mounted)
- All forced air heaters (regardless of size)
- Water pumps (greater than 4 ½" or total discharge over 4 ½")
- Light plants
- Generators (trailer mounted – excluding decontamination trailer)
- Welding machines (any size or mode of power)
- Conveyor
- Mixer (any size)
- Stud welder
- Power pac, etc.
- Ground heater (trailer mounted)

Trac air Machine (without attachments)
Rollers-five ton and under on earth and gravel
Form Graders
Bulk Cement Plant
Oilers

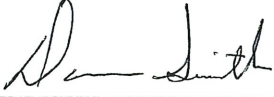
In the event a machine requiring an Operating Engineer is used that is not identified within one of the above Groups, the EMPLOYER and the Business Manager of the UNION shall mutually determine to what Group said machine shall be assigned.

Effective April 1, 2020, it is agreed by and between Operating Engineers Local Union 649 and the Associated General Contractors of Illinois that the operation, maintenance, repair, erection and dismantling of all equipment currently listed in the collective bargaining agreement with the expiration date of March 31, 2025, regardless of mode of power or operation, including autonomous and semi-autonomous equipment is the work of the Operating Engineers.

Definitions of autonomous: Cableless equipment operated by other means.

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

REPRESENTING THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 649
6408 W. Plank Road · Peoria, IL 61604
(309) 697-0070 · (309) 697-0025 Fax · www.iuoe649.org



Darren Smith
Business Manager

Date

REPRESENTING THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
3219 Executive Drive · Springfield, IL 62703
(217) 789-2650 · (217) 789-1048 Fax · www.agcil.org



Frank Kazenske
Director of Labor Relations

Date

SIGNATORY CONTRACTOR:

Company Name: _____

Address: _____

Authorized Contractor Representative

Signature

(please print name)

Telephone: _____ Fax: _____

Date: _____ F.E.I.N.: _____

LOCAL 649


HEAVY/HIGHWAY WAGE SCALES, FRINGE CONTRIBUTIONS, AND DEDUCTIONS

The Following Wage Scales Shall Apply:

	4/1/20	4/1/21	4/1/22	4/1/23	4/1/24
GROUP I					
Hourly Rate	\$42.05	\$	\$	\$	\$
Pension	\$13.00	\$	\$	\$	\$
Health & Welfare	\$10.50	\$	\$	\$	\$
Annuity	\$ 8.25	\$	\$	\$	\$
Upgrade Fund	\$ 1.80	\$	\$	\$	\$
Apprentice Fund	\$ 1.80	\$	\$	\$	\$
IAF	\$ 0.20	\$	\$	\$	\$
DIAAF	\$ 0.10	\$	\$	\$	\$
Total Wage Package	\$77.70	\$79.91	\$82.31	\$84.78	\$87.32
CHECK-OFFS:					
Working Dues % Gross Wage	5%	5%	5%	5%	5%
PAC	.10	.10	.10	.10	.10
GROUP II					
Hourly Rate	\$38.93	\$	\$	\$	\$
Pension	\$13.00	\$	\$	\$	\$
Health & Welfare	\$10.50	\$	\$	\$	\$
Annuity	\$ 8.25	\$	\$	\$	\$
Upgrade Fund	\$ 1.80	\$	\$	\$	\$
Apprentice Fund	\$ 1.80	\$	\$	\$	\$
IAF	\$ 0.20	\$	\$	\$	\$
DIAAF	\$ 0.10	\$	\$	\$	\$
Total Wage Package	\$74.58	\$ 76.70	\$79.00	\$81.36	\$83.79
CHECK-OFFS:					
Working Dues % Gross Wage	5%	5%	5%	5%	5%
PAC	.10	.10	.10	.10	.10
GROUP III					
Hourly Rate	\$33.78	\$	\$	\$	\$
Pension	\$13.00	\$	\$	\$	\$
Health & Welfare	\$10.50	\$	\$	\$	\$
Annuity	\$ 8.25	\$	\$	\$	\$
Upgrade Fund	\$ 1.80	\$	\$	\$	\$
Apprentice Fund	\$ 1.80	\$	\$	\$	\$
IAF	\$ 0.20	\$	\$	\$	\$
DIAAF	\$ 0.10	\$	\$	\$	\$
Total Wage Package	\$69.43	\$71.40	\$73.54	\$75.74	\$78.01
CHECK-OFFS:					
Working Dues % Gross Wage	5%	5%	5%	5%	5%
PAC	.10	.10	.10	.10	.10

*FRINGES MAY BE DISTRIBUTED BY VOTE OF MEMBERSHIP ON THE ANNIVERSARY DATES OF THE AGREEMENT.

REPRESENTING THE
INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 649

Signed: 
Darren Smith, Business Manager
Operating Engineers Local No. 649

Date signed: 4/9/20

REPRESENTING THE ASSOCIATED
GENERAL CONTRACTORS OF ILLINOIS

Signed: 
Frank Kazenske
Director Labor Relations

Date signed: 4/14/2020