

**AGREEMENT BETWEEN  
EGYPTIAN CONTRACTORS ASSOCIATION  
ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS  
SIGNATORY CONTRACTORS  
AND**

**OPERATING ENGINEERS LOCAL UNION NO.  
318, 318A, 318C, 318RA**

**COVERING  
HIGHWAY, HEAVY, BUILDING, RIVER  
CONSTRUCTION & RECLAMATION**

In

**DISTRICT #9**

**Counties of**

Saline, Jackson, Franklin, Williamson, Gallatin,  
Hardin, Pope, Johnson, Union, Alexander,  
Pulaski, Massac, Hamilton and White Counties in Southern Illinois

Effective: April 1, 2022

Expires: March 31, 2025

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EGYPTIAN CONTRACTORS ASSOCIATION  
ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL  
318, 318A, 318C, 318RA  
3310 WATER TOWER ROAD  
MARION, IL 62959

**AGREEMENT**

This is an Agreement by and between the Egyptian Contractors Association and Associated General Contractors of Illinois, engaged in all types of construction, and on behalf of their members who have so authorized it, and other signatory contractors, Local 318, affiliated with and chartered by the International Union of Operating Engineers, having principle office at Marion Illinois, hereinafter designated "Union", Witnesseth that whereas, Local 318, of the International Union of Operating Engineers AFL-CIO, has jurisdictional territory consisting of Saline, Jackson, Franklin, Williamson, Gallatin, Hardin, Pope, Johnson, Union, Alexander, Pulaski, Massac, White, and Hamilton Counties in the State of Illinois and, Whereas, the contractor does work within the said jurisdictional area, and Whereas, all parties desire to cooperate in establishing and maintaining uniform and equitable terms of employment in order to insure, so far as possible, uninterrupted operation and general stabilization of the industry in the area, Now, Therefore, it is agreed by and between the parties that;

**ARTICLE I**

**RECOGNITION AND BARGAINING UNIT**

**Section 1. Recognition.** The Associations and the Contractors recognize the Union as the sole and exclusive bargaining agent of the employees of the affiliated members of the Associations within the area herein mentioned for the purposes of bargaining in respect to rates of pay, wages, hours of employment, and all other conditions pertaining to employment and performance of work within the jurisdiction of the Union as herein subsequently defined and covered. Supervisors such as foreman and superintendents are not covered by the terms of this Agreement.

**Section 2. Jurisdiction.** This recognition covers the classes of work as follows: The operation of all hoisting and portable machines, and all boilers (irrespective of the motive power and capacity), as well as the emergency repairs that may be necessary thereto for continuous operation and/ or production and power generation that are used on foundation and building, tunnel, subway, dam, reservoir, disposal plant, bridge, railroad, sewer street paving and repair, road building, grading and repair, sewer, water, gas, and oil and all harbor and river dredging, dock, wharf, pier, jetty, and sea-wall construction and repairs, and all sand and gravel pits, quarries and material yard (permanent and temporary), the operation of all boilers (irrespective of their use), pumps, siphons, pulseometers, generators, concrete mixers, stone crushers, air compressors, water test and blast hole drilling machines, locomotive and truck cranes, derricks, boom hoists (of all descriptions and capacities), gantry cranes, house and all elevators,

(permanent or temporary) when used for hoisting building material or lowering debris, and used in carrying workman from floor to floor in buildings under construction and repair, all man-lifts (scissor-lift) used to lift materials, street rollers, steam and other motive power shovels, draglines, cableways, clamshells and orange peel buckets when used in connection with any machine or derrick or boom hoist for excavating or the handling, storing, loading or unloading of material, land and floating pile drivers, floating and self-propelled dredges and rock drilling plants, dinky and standard locomotives, derrick cars, tractors, and all tractor propelled machinery, power and elevating graders, scarifiers, bulldozers, barber green loaders, trench and all ditching machines, all skid-steer loaders, all forklifts/tele-handlers, all Trackhoe and all Attachments, backfillers, conveyors, and over the operation of all cranes, derricks, machines and boilers used in asphalt and concrete mixing plants, pugmills, hyster and hi-lifts, laser screed, concrete pumps, mucking machines, and power operated blacktop machine attached to backend of trucks, boats, deckhands on boat on all rivers, lakes, and tributaries, all persons engaged in controlling, erecting, dismantling, and repairing, operating and assisting in operation, erecting, dismantling or the repair of, all refrigerating machines or units and engines used on open and heavy construction, motor generators (when used for welding and cutting or for converting or transforming electric current) irrespective of their motive power, all machines used to sweep, clean and remove debris and snow from streets and roads, all sand-blasting, and other machines and boilers used in the cleaning and washing of buildings, all persons engaged in controlling, operating, or assisting in operating, maintaining, and assisting in maintaining all facilities, all electronically controlled construction equipment, all nuclear power equipment, including all drilling for nuclear operations and methods, all equipment used in oil drilling, all emulsion distribution machines, and all remote control machinery used in operating equipment, all operations of helicopters used in construction. All off road material hauling equipment Heavy equipment robotics operator/mechanic; Concrete cleaning decontamination machine operator; Ultra high pressure water jet cutting tool system operator/mechanic; Master environmental maintenance mechanic; Horizontal directional drill operator; Horizontal directional drill locate box; Vacuum blasting machine operator/mechanic, Vermeer Jet Blast machine operator, and stationary rock slinger on commercial & prevailing wage work. Geothermal well drilling, spyder cranes, rotating cab forklifts and GPS on machines already under the jurisdiction of Local #318. Dingo and Post Driving equipment.

**Section 3. Coverage:** This Agreement covers the following classes of construction:

- (a) Highway, Street and Bridge projects done for the Department of Transportation, the Counties, the Townships and Municipalities of the State of Illinois.
- (b) Heavy Construction, Railroad, Drainage Projects, Sewer and Water Line Work, Buildings, let severally and jointly with these projects, Pipeline Construction, Underground Gas Storage, and Mine Reclamation. Wind Turbine Farms and Solar Farms within the jurisdiction of Local 318.
- (c) Building Construction shall include the construction of building structures, including modifications thereof, or additions, or repairs thereto, intended for use for shelter, protection, comfort, or convenience. Building Construction shall include the demolition of and excavation of foundation for building construction.
- (d) Airport Projects.
- (e) The local production of materials, whether such materials are produced by the Contractor for himself, for his own use, or for him by contract with another. "local production of materials" means the production of crushed stone, gravel, and/or other materials with portable or semi-portable crushing, screening or washing plants established or reopened, or to be established, in the vicinity of the work for the purpose of supplying materials to be incorporated into the work on a designated project or projects.
- (f) River and Levee, Flood Control Projects, Construction of Harbors and Ports, and floodwaters on the Mississippi and Ohio Rivers and its tributaries.
- (g) This Agreement shall not apply to permanent sand and gravel pits and rock quarries.

- (h) Effective April 1, 2022, it is agreed by and between the Operating Engineers Local Union 318, the Egyptian Contractors Association, 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, 2022, regardless of mode of power or operation, including autonomous and semi-autonomous is the work of the Operating Engineers.

Definition of Autonomous: Cabless equipment operated by other means.

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

## ARTICLE II

### UNION SECURITY

**Section 1: Qualifications:** All present employees of the Contractor who are members of the Union as of the date of execution of this Agreement shall maintain their membership in the Union in good standing, subject to the limitations contained in provisos to Section 8 (a)(3) and Section 8 (b) (2) of the Labor Management Relations Act (1947) as amended, as a condition of continued employment during the term of this Agreement. All other present employees and all employees hired after the execution date of this Agreement, shall, before the eighth (8<sup>th</sup>) day, acquire membership in the Union, subject to the time limitations and membership qualifications specified in Section (8) (a) (3) and Section 8 (b) (2) of the Labor Management Relations Act (1947), as amended, and maintain such membership in good standing during the term of this Agreement, as a condition of continued employment.

**Section 2. Notification:** Upon written notice from the Union advertising that an employee has failed to maintain membership in the Union in good standing as qualified above, by payment of initiation fees and/or dues as required, the Contractor shall forthwith discharge the offending employee.

**Section 3. Compliance:** The Union agrees to comply with the Labor Management Relations Act of 1947, as amended. In the event this Act is repealed, the Contractor agrees to enter into negotiations for a new Union Security clause.

## ARTICLE III

### REFERRAL OF APPLICANTS

**Section 1. Referral:** In order that the Employer shall have competent working force and to promote efficiency and safety of operation, the Associations and the Union agree that:

- (a) The Union will maintain a list of persons available for employment.
- (b) The Employer shall request the Union to refer applicants as required and shall not solicit applicants directly and shall not in any manner circumvent the Union in the recruitment of applicants for employment.
- (c) The Employer in requesting referral of applicants shall specify to the Union:
  - (a) The number of applicants to be employed.
  - (b) The work to be performed.
  - (c) The location of the project.
  - (d) The nature of the construction project.

- (e) Such additional information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.
- (d) Registration and referral of applicants shall be by groups as set out below. The term operating engineers as used in the Article is intended to be descriptive only and does not refer to or imply membership in the Union. Each applicant shall be registered in the highest group for which he/she qualifies; registrants in Group A shall be first referred, then Group B, then Group C. Referrals shall be made on a first-in, first-out basis within each group and according to qualifications and requirements of the Employer requesting referral of applicants.

#### GROUP A

All applicants who have worked as Operating Engineers within a territorial coverage and job classification of this Agreement and who have worked in the unit covered by this Agreement a total of at least 3000 hours in the five (5) years prior to January first of each calendar year or, who are graduates of or, in the Union's Joint Apprenticeship Program.

#### GROUP B

All applicants who have worked as Operating Engineers within the territorial coverage and job classifications of this Agreement and who have worked in the unit covered by this Agreement a total of at least 1500 hours in the five years prior to January first of each year.

#### GROUP C

All other applicants who have worked less than 1500 hours and have tested proficient on at least one(1) major piece of equipment. Group C applicants and permit holders must receive training for a minimum of one hundred (100) hours per year at the union training site until they have achieved proficiency on three (3) major pieces of equipment, this shall not preclude an applicant from moving to Group A or B after working sufficient number of hours.

- (e) The Union shall refer to the Employer such applicants as are competent to fulfill the requirements of the position to be filled commensurate with rotation of registrants and who have acquired experience and possess the requisite skills for fulfillment of the vacant position as specified by the Employer.
- (f) The provisions of this article shall be posted by the Union at its premises where notice to members for referral is customarily posted.
- (g) The registration of and selection of applicants for referral shall be on a non-discriminatory basis and shall not be based on or in any way affected by the Union membership, by Union By-Laws, rules and regulations, constitutional provisions, or any other aspect or obligation of union membership, nor shall any supervisor in the employ of the Employer who holds membership be bound or any way affected in the performance of his duty for the Employer or by any obligation of union membership, By-laws, rules, regulations, or constitutional provisions of the Union. It is agreed that neither the Union nor the Employer shall engage in or encourage employment practices, which discriminate against applicants or employees on the basis of race, color, religion, national origin, sex, age, disability, or veteran status.
- (h) The Employer reserves and shall have the right to accept or reject to employ or not to employ for just cause, any applicant furnished by the Union. Further, the Employer shall have the right to discharge for cause; subject to the grievance procedure contained herein, any employee who has been accepted but who subsequently proves unsatisfactory to the Employer. The Union agrees that the Employer shall have the right to provide written documentation to the Union stating that certain employees for just cause shall not be referred back to said Employer.
- (i) 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,

except as otherwise provided in this Agreement. There shall be no restrictions as to the use of the machinery, tools, or appliances. The Employer shall have the sole right to assign employees to machines.

- (j) Employers may request former employees for referral to a job or project and the Union referral office shall refer said former employees to the job or project provided they are properly registered applicants in the referral office, and are available for work at the time of request, and have been on the active payroll by the requesting Employer in the geographical area of the referral office within fourteen months prior to the request, and provided further, that no employee shall be laid off or discharged to make room for such former employee.
- (k) Employees once referred to an Employer by this referral office but working outside the geographical area of this referral office and on the active payroll of an Employer party to this Agreement within fourteen months prior to the request shall be qualified for recall.
- (l) The referral office shall be open for registration of applicants at least two hours during each normal business day. An applicant will lose his listing as an applicant unless he renews his application at least once every thirty (30) days. The referral office shall make available for inspection the referral list upon request of Contractors party to this Agreement.
- (m) If, for any reason, the referral office is unable to furnish qualified and competent applicants within twenty-four (24) hours of the time that the request is made of the referral office (provided said twenty-four (24) hours do not include Saturday and Sunday), the Employer may secure applicants from other sources. If applicants are so employed from other sources, the Employer will furnish to the referral office the name and address of such new employee within twenty-four (24) hours.
- (n) When an employee registers at the referral office, such employee shall be considered terminated by his/her employer.
- (o) Operating Engineers must be on the "Referral List" for seven (7) calendar days before eligible for recall, except in the case of last employer.
- (p) Referral hours are 6:00am to 5:30pm, Monday through Friday excluding weekends and holidays.

**Section 2. GRIEVANCE PROCEDURE.** An Employer or an Applicant for employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within five (5) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Association, and an impartial chairman appointed jointly by the Employer representative and the Union representative. Such board shall consider the grievance and render a decision, which shall be final and binding. The board is authorized to issue procedure of rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangements. The cost of the third party shall be borne equally by all parties involved.

**Section 3. COERCION.** In the event the Union uses the referral procedure for the purpose of coercing the Employer, then the Employer can file a written complaint with the Union, which complaint will be subject to the grievance procedure contained in this article. In the event the arbitration board finds that the Union was in violation of this article with any one Employer, thereafter, that Employer may resort to any source that he may choose for the recruitment of needed employees, and the Union shall not have preferential rights for the referral of employees to this Employer throughout the remainder of the contract period.

**Section 4. STEWARDS.** Job Stewards will be appointed by the Business Representative of the Union if and when he sees the necessity or is requested to do so by the Employer. The Business Representative will promptly notify in writing, by email or by fax, the Superintendent(s) on project(s) and/or the Contractor's home office of the name of the

steward or stewards. A steward shall perform his assigned task the same way as any other employee and there shall be no non-working stewards. A steward shall not conduct Union business during working hours. A steward shall have the responsibility to hear minor grievances and attempt to settle same in accordance with this working Agreement, to help keep harmony on the job, and to make reports to the job Superintendent and the Business Representative of the Union of alleged violations of this Agreement. A steward shall have no authority whatever to call a work stoppage, cause a slow down, or impose unethical conditions on the Employer or employees. When a dispute arises the steward will contact the foreman or superintendent to determine an appropriate time, with the foreman's or superintendent's approval when the grievance will be handled in order to minimize interference with the work in progress. Stewards are the last to leave the job if qualified to perform the work.

## ARTICLE IV

### SUB-CONTRACTORS

**Section 1:** To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders, exercise directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms of this Agreement shall be applicable to all such work.

**Section 2:** The Employer shall not contract out or subcontract any job site work covered by this Agreement, or work traditionally performed by Local 318, to any subcontractor or other person unless that subcontractor or other person is a party to a Collective Bargaining Agreement with this Union or another Union affiliated with this Union.

## ARTICLE V

### OWNER-OPERATORS

The Owner Operators shall abide by and comply with all terms and conditions enumerated in this Agreement with respect to wage standards, fringe benefits, employment of operating engineers, and all other terms and conditions therein relating to employment.

Employers requiring the use of heavy equipment on a construction project may employ directly an operator having ownership of such equipment (Owner Operator) or provided that the owner operator shall be assigned only to the leased equipment for the performance of construction work on the project of the employer under the employer's supervision, direction and control in an employer-employee relationship.

The Employer shall pay the Owner Operator employee the wage rate provided in this Agreement for the classification of work performed by them and shall make contributions for all of their payroll hours to Pension, Health & Welfare, Annuity, Vacation, and Apprenticeship Funds in accordance with the terms of this Agreement. Employers of Owner Operator employee shall also make contributions to EBOLT, IAF and DIAAF as required by the terms and conditions in this Agreement.



The Employer shall maintain separate records of wage payments, contributions and leased equipment payments and shall make wage payments to the Owner Operator employee by separate checks from payments for leased equipment.

The term "Employer" shall mean the employer signatory to this Agreement.

## ARTICLE VI

### EMPLOYMENT SECURITY

In order to insure all engineers who are covered by this Agreement against the hazards of unemployment, resulting through no fault of their own, all Contractors not required to pay contributions under the Illinois Unemployment Act, shall voluntarily elect to become subject thereto in the manner provided by said Act and the regulations promulgated there under.

## ARTICLE VII

### WORKING CONDITIONS

**Section 1A. HOURS AND OVERTIME.** Eight (8) hours shall constitute a regular day's work, Monday through Friday, the same shall be between the hours of 7:00 a.m. and 5:00 p.m. All work performed in excess of eight (8) hours each day and all work performed on Saturday shall be paid at time and one-half the regular rate. All overtime work performed on all types of construction shall be time and one-half the regular rate, except for work performed on Sundays and Holidays. After working sixteen (16) hours in succession the operator shall have eight (8) hours rest. If the operator is given eight (8) hours rest, he or she will revert to their applicable rate at the start time of their next shift. If not given eight (8) hours rest, the operator shall be paid the applicable overtime rate until the eight (8) hours of rest is given.

All time worked before the established starting time shall be paid for at the overtime rate, except bridge pours and breakdowns, when the engineers elect to come out early to make repairs rather than complete the previous night. Starting time for sawing joints and centerline will be established by a conference between the Union and the Contractor. The Contractor may start one hour earlier than the regular established starting time a portion of work in order to prepare site or materials to facilitate a continuous work schedule. Any starting time earlier than one hour before the established starting time must be approved by the Union. The underlined language shall also apply to Section 3 of this article "Heavy and Highway Night Work".

If the employee is required to report to work one hour earlier than the established starting time and said employee's services are not required, said employee shall be paid one hour overtime and one hour at regular rate for reporting. Should the employee be required to report to work more than one hour earlier than the regular established starting time, and in the event this is less than two hours, said employee shall receive straight time for the remaining time needed to total two hour reporting time. An employee required to report before the established starting time and having been directed to start work and continues to work past the established starting time shall be paid overtime rate for all hours prior to the established starting time and four hours for having worked after the established starting time. An employee starting before the established starting time shall not be entitled to the four hours for starting unless said employee works past the established starting time.

Starting time, once established, shall not be changed unless the Union and Contractor agree.

Sundays and holidays shall be paid at a rate that is double the regular hourly rate of pay.

**Section 1B.** By mutual agreement between the Contractor and the Union, where legal, the Contractor may choose the option of working four (4) ten (10) hour days, Monday through Thursday, at the straight time rate. In the event inclement weather, major equipment breakdown or Holiday causes a loss of time during those four days, Friday may be used to make up the remaining hours needed to complete a forty (40) hour work week, however, no employee required to work Friday shall work less than an eight (8) hour shift, and all hours in excess of forty (40) hours for the week shall be paid for at the applicable overtime rate. Inclement weather shall be defined as rain, sleet, snow, excessive heat or falling temperature, which causes the contracting or inspecting agency to halt work. If an employee is required to work during the lunch period, or, before the regular established starting time, or, over ten (10) hours in one day, said employee shall be paid at the overtime rate, and all time worked by an employee on Saturday shall be paid at the time and one-half rate and all Sunday and holidays shall be paid for at the double time rate.

Any employee starting during the calendar week shall be paid in the same manner as the rest of the employees should Friday be used as a make-up day.

Mechanics and/or equipment greasers used on this work shall be permanently assigned to the crew, otherwise, shall be paid in accordance with Article VII Section 1A of this Agreement.

If an employee reports to work he shall be paid not less than two hours, if not called off, and if the employee starts to work, shall not be paid less than four (4) hours, and after four (4) hours shall not be paid less than ten (10) hours for that shift, however, if inclement weather causes a work stoppage, the employee shall not be paid less than two (2) hours for reporting, if not called off, and if the employee starts to work shall not be paid less than four (4) hours, and if the employee works over four (4) hours, shall not be paid less than six (6) hours, and if the employee works over six (6) hours shall not be paid less than eight (8) hours, and if the employee works over eight hours shall not be paid less than ten (10) hours.

The Contractor agrees that when using this option it shall be for the duration of the job, from start to finish, and shall not be changed unless mutually agreed upon by the Business Representative of the Union and the Contractor.

## **Section 2. SHIFT WORK FOR RIVER, BUILDING and CONSTRUCTION**

- (a) Where two (2) shifts are worked, the regular established starting time, and lunchtime, for these shifts shall be established by mutual agreement at the pre-job conference between the Contractor and a representative of the Union.
- (b) The Contractor shall pay a shift differential of fifty (50) cents per hour for the second shift and seventy-five (75) cents an hour differential for the third shift or the highest paid shift differential of the other crafts whichever is the greatest.
- (c) After a single shift has been in operation, should the Contractor decide to operate two (2) shifts with a different starting time for the first shift, a conference shall be called between the parties, and if mutual agreement is reached, a new starting time can be re-established for the first shift to be followed by a second shift.
- (d) When three shifts are worked, the first shift shall begin at 8:00 a.m., the second shift at 4:00 p.m., and the third shift at 12:00 midnight. It may be mutually agreed upon that a rotating shift of four (4) men instead of three (3) may be used when operating a seven (7) day per week continuous shift basis.
- (e) Any job which operates 24 hours per day for three (3) days or more, shall work three (3) eight hour shifts. Any break in work due to inclement weather or major equipment breakdown shall not be considered breaking shift.
- (f) Shift work shall not be for less than eight (8) hours unless stopped by inclement weather or major equipment breakdown.

- (g) It may be mutually agreed to keep from working a hardship on the Contractors and the men, where three (3) shifts are worked, provided other crafts employed on the job are agreeable, the first shift of the week may start on Monday morning at 8:00 a.m. rather than starting at 12:01 a.m. on Monday. The fifth shift would end on Saturday at 8:00 a.m., at single time. The sixth shift would end at 8:00 a.m. on Sunday at time and one-half.

### **Section 3. Highway Night Work.**

- (a) When shifts are required, the first (1<sup>st</sup>) shift will work eight (8) hours at the regular straight time rate. The second (2<sup>nd</sup>) shift will work eight (8) hours at the regular straight time rate plus a two (\$2.00) dollar per hour shift premium. The third (3<sup>rd</sup>) shift will work eight hours at the regular straight time rate plus a two dollar and twenty five cent (\$2.25) per hour premium. A thirty (30) minute lunch period for all shifts will be agreed to by the Employer and the Union and will not be considered time worked.
- (b) All shifts considered special shifts and/or night work only, and the shift is outside the normal 7:00 am to 5:00 pm work day will be considered second shift (2<sup>nd</sup>) and the two dollar (\$2.00) per hour shift premium will be paid.
- (c) Straight time shall be paid for the first eight (8) hours of night shift work started on Friday evening. Any hours worked over eight (8) hours on a Friday night shift overlapping into Saturday shall be paid at time and one-half (1 ½). Implementation of this provision shall be made by mutual agreement at a pre-bid or pre-job conference.

**Section 4. HOLIDAYS** New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day on November 11<sup>th</sup>, Thanksgiving Day, and Christmas Day, shall be the holidays recognized and observed by this Agreement. Any of the above holidays falling on Sunday will be observed on the following Monday.

Time will be permitted for voting in elections only as specified by valid State or Federal Laws.

NO WORK shall be performed on Labor Day, except to save life or property.

**Section 5. TRANSFER OF OPERATIONS.** The Union will obtain the consent of the operator and operator's current Employer before such operator may be transferred to another contractor.

Re-assignment of Operating Engineers between November 1<sup>st</sup> and March 31<sup>st</sup> shall be discussed with either the Steward or Business Representative and the Contractor or Contractor's representative.

**Section 6. CHANGING MACHINES.** An Employer shall have the right to make one complete change in the assignment of an employee during a single day. This shall be interpreted to mean that an employee may begin the day on one machine and then be reassigned to another machine and thereafter reassigned back to his original machine. The Employer also has the right to change the assignment of an employee during a single day to: employee may begin the day on one machine; be assigned to another machine; and then assigned to a third machine where the employee will remain for the rest of the day. Reassignment to other machines due to breakdown or repair shall not constitute a change. When an engineer is changed from one machine to another and there is a difference in the wage scale, the highest rate shall prevail for the entire shift. Reassignment of operating engineers to different machines may be made by the Contractor, provided it does not replace a man previously assigned to the machine. It is understood that this paragraph shall not apply to minor equipment such as: Earth-rollers and form graders on paving work, small mixers, small pumps, compressors, light plants, generators,

welding machines, heaters, conveyors, concrete saws, fork-lifts unloading materials, straw blowers, belt-drag machines, power broom, mechanical plaster applicator, wood-chipper, self-propelled walk-behind rollers or compactors.

## **Section 7. SAFETY REGULATIONS AND PROTECTION OF ENGINEERS.**

- (a) 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 also is recognized that failure can mean emotional and financial hardship to the employee and a threat to the security of his family.  
It is because of these mutual benefits that the employees, Union officials and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to this Agreement.
- (b) Each Operating Engineer, permit holder and applicant shall be required to successfully complete and maintain a Rigging and Signaling qualification, the Ten-Hour OSHA 500 Construction Safety and Health Course and a refresher every three (3) years to maintain their safety awareness and competence.
- (c) The Employer will provide non-prescription safety glasses, hard hats, and other OSHA-required safety equipment. All Operating Engineers shall be responsible for wearing appropriate safety gear such as steel toed boots, ear, eye and head protection. All upper body apparel must have a minimum sleeve length of six (6") inches.
- (d) The Employer shall provide reasonable heat and reasonable protection for his employees who are covered by this Agreement. Said protection shall include, but not be limited to umbrellas, heat houses, and protection from falling debris. Reasonable protection shall be provided for the Engineer and the machine he operates. Bulldozers and tractors doing volume-clearing work shall be equipped with a cab. All safety precautions shall be no less than State or Federal Laws. A safe protective cab with side guards shall be furnished on all clearing tractors.
- (e) A boatman shall be employed at all times when employees covered by this Agreement are working on or over water, on navigable streams and lakes where the Union and Employer deem it necessary to comply with safe practices.
- (f) The Employer and all employees agree to abide by all federal, state, local and company safety policies. Failure on the part of an employee to comply with these safety rules and policies may be grounds for dismissal.
- (g) The use of personal communication devices such as cellular phones and audible pagers are 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 device must turn it off or not carry such device during work hours. Employees will have access to communication devices for emergencies. Exceptions to this policy can be made for ongoing personal emergency situations, such as imminent child birth, by the employee's supervisor. Stewards and designated personnel shall be exempt from the above stipulations.
- (h) Members whom Local 318 has received one (1) letter from one (1) contractor per Article III Section 1 (h) stating that their proficiency level is not of the required level to operate that specific piece of equipment, the Union shall remove it from their referral list and the member shall train on the specified equipment, become proficient and take a proficiency test before being referred again on that specific equipment." Such notification must be postmarked within five (5) business days from the Contractor.

- (i) Accident reports shall be forwarded to the local Union upon request.
- (j) Drinking water shall be furnished by the Contractor, with ice when weather warrants.

**Section 8. REPAIRS, ADJUSTMENTS, AND MECHANICS.** Operating Engineers shall make all minor repairs and adjustments, and at all times, insofar as it is in their power, shall keep their equipment in good order and repair. All major repairs shall be performed by the mechanic, including major repairs to those pieces of equipment which require an Operating Engineer and an Assistant Operator. The term "mechanic" as used in this Agreement, applies to that classification of personnel performing duties within the jurisdiction of work covered and described in this Agreement.

- (a) Foreman shall not make repairs or adjustments of any nature in the field.
- (b) Engineers and firemen with mechanic shall wash out boilers and make all necessary repairs on their machine, installing or removing of machinery, pipe fitting and repairing, and repairing necessary to operate the same, and shall receive the regular rates of wages, applying to that day, for the same. No Engineer shall be allowed to perform any duties outside of his class of work.
- (c) All mechanics shall be covered by this Agreement. The Contractor shall be the sole judge of when and where a mechanic is required. It shall also be optional with the Contractor whether or not he retains an Operating Engineer to assist the mechanic doing repair work.
- (d) A mechanic shall have mobility to move anywhere within the jurisdiction of Local #318 while working for the same employer.
- (e) It is agreed and understood that the mechanic may operate any piece of equipment in the case of EMERGENCY. It is understood that if any operator, through no fault of the contractor, leaves equipment at any time during a shift, a mechanic may be assigned to operate equipment, for the balance of the shift.
- (f) In the event a machine breaks down and a mechanic undertakes the repair, the operator and assistant operator, if any, shall assist the mechanic for the rest of the shift or be assigned to an idle piece of equipment to which an operator is not assigned. A shift shall consist of the hours the job or project has been working previously.  
EXAMPLE...If a job has been working ten hours, then shift consists of ten hours, if job has been working eight hours, then shift consist of eight hours.
- (g) The mechanic may perform work on any piece of equipment on the job to which an operator is not assigned or which is idle equipment.
- (h) The Contractor must have an Operator or a Mechanic employed on the job prior to calling in a service mechanic to perform work in the field. The operator or mechanic shall be retained on the job but may be reassigned to operate or repair other equipment on the same job. In the event more than one service mechanic is used at any time, there will be a mechanic helper (an operator) to assist the service mechanic.
- (i) When a mechanic is employed on the job, he shall be furnished transportation on the job if necessary, and shall be furnished a safe place to keep his tools. The mechanic shall furnish all wrenches and other such hand tools, and the Contractor shall furnish all welding equipment, cutting tools, heavy-duty pullers and compressor, power tools and other such tools.
- (j) In the event the mechanic is not a competent welder, welding may be assigned to a competent welder on the job, or the piece may be removed from the job site to be welded.
- (k) The Head Mechanic shall be a member of Local Union 318.
- (l) Field mechanics working in permanent shops with separate signed Collective Bargaining Agreements may be paid shop scale only through the following period: November 1<sup>st</sup> through March 31<sup>st</sup>. At all other times, whether in a shop or in the field, they shall be paid the regular construction scale. This applies to shop operators also.
- (m) Mechanics Premium pay: For mechanics with tools up to 1 1/2" not driving a company owned mechanics truck to and from work shall be paid \$2.00 per hour.

**Section 9. MANNING REQUIREMENTS FOR ASSISTANT OPERATOR, FIREMEN, DECKHANDS AND MINOR EQUIPMENT.**

- (a) There shall be a fireman or an assistant operator on all equipment which customarily uses an assistant operator or fireman, such as cranes, back-hoes, skimmer scoops, clamshells, draglines, shovels, derricks, locomotive cranes, pile drivers, paving-mixers, asphalt spreaders, tower cranes, and track and or truck mounted drill rigs on caisson work.
- (b) Assistant operator SHALL be required on the following machines: Hydraulic track backhoes, with maximum rated capacity of more than 130,000 lb gross weight. All crane cable type backhoes regardless of size. Truck mounted backhoes, hydraulic or cable, regardless of size. Asphalt Bam Spreader; Asphalt Paving Machine; CMI and/or similar equipment, All cold milling machine except for those provided for in Paragraph C; Ditching machine 80 h.p. or over; Self-contained (single cab) cherry picker type cranes, Boom Trucks or similar with over 65 ton lifting capacity and cranes shall not be de-rated; Truck mounted cranes with two cabs, hydraulic or cable regardless of size; All Dredges, regardless of size; Deck-hands on boats on all rivers, lakes, and tributaries.
- (c) Assistant operators shall NOT be required on the following machines: Hydraulic track back-hoes with a maximum rated capacity of 130,000 lb gross weight or less, or back-hoes with larger capacity top loading or doing site excavation in uncongested areas on highway and/or levee construction, it is agreed that the greasing and maintenance shall fall under the operators' jurisdiction. In the event the Contractor deems it necessary because of working conditions that additional help is needed on these machines, it is agreed this work will be assigned to engineers in accordance with the referral system that is a part of this Agreement. Rock or joint saws mounted on T-600 Vermeer or similar machine. Grade-all that can be moved by remote control from the Operator's cab. Ditching machines less than 80 h.p. including T-600 Vermeer or similar. Stationary Paving Mixer, Small Utility milling machine with less than three foot head. All road-widening equipment, Concrete or Aggregate spreading machines. Self-contained (single cab) cherry picker type cranes, Boom Trucks, Hydraulic Truck Mounted Cranes with two cabs that can be moved by remote control or similar with 65 ton or less lifting capacity and cranes shall not be de-rated. Crane for work of two (2) continuous hours or less on Bridge type work, loading and unloading equipment and unloading materials, after 2 hours shall be required to pay an assistant operator.
- (d) It shall be the duty of the fireman to start and stop all pumps necessary to pump off asphalt or bituminous material from transports or cars at the top rate for the job.
- (e) Whenever it does not interfere with the work of another craft, the assistant operator or fireman when not oiling, greasing, or firing his assigned machinery, shall perform the duties of ground man around the machine such as hooking mats, resetting mats, directing buckets, etc.
- (f) Assistant operator on cranes, mixers, and other pieces of equipment requiring an assistant operator, and operators of air compressors shall keep the machine clean at all times and shall at times be in attendance to the piece of equipment, except when necessary to procure something essential to the operations of their machines. The assistant operator shall grease his machine during the lunch hour of the operator.
- (g) It is agreed where an operator is employed on the job, he shall be allowed to operate his assigned machine and protect the jurisdiction of one of the following:
  - One pump with four-inch intake or less, excluding pumping materials.
  - All pumps regardless of size are the jurisdiction of Operating Engineers,
  - one 10kw generator,
  - one compressor 200 CFM or less,
  - one light plant or welder.Any combination of this machinery to be used on the job shall be mutually agreed by the Contractor and the Union.
- (h) No assignment of operators will be required on electric powered conveyor; however, any conveyor using combustion engines, as the power source shall require an operator. If an

operator assigned to run a self-propelled chip spreader is paid top scale, an operator will not be required to run the conveyor.

- (i) No operators shall be required on motor-driven heaters when used for the purpose of providing heat for workers.

**Section 10. GREASING.** It shall be optional with the Contractor whether or not he uses an equipment greaser. The equipment greaser may grease any piece of equipment on the job whether or not an operator is assigned to it. Off-shift greasing will be permitted at the regular rate.

**Section 11. DRINKING/CONTROLLED SUBSTANCES.**

Operating Engineers will obey all current lawful EBOLT policies.

The Employer agrees to be bound by and a party to the Agreement and Declaration of Trust creating and establishing the EGYPTIAN BUILDERS AND ORGANIZED LABOR TOGETHER (EBOLT) SUBSTANCE ABUSE SCREENING TRUST FUND, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein. Copies of the Trust Agreement and Policy are available from EBOLT, P.O Box 190, Carbondale, IL, 62903.

Each Employer agrees to make the contribution set forth in Wage Addendum A to the above referenced Agreement for each hour worked by covered Employees. The trustees have the right to raise or lower the hourly rate for EBOLT upon proper notice to Local 318. It is agreed by the trustees of the Joint Apprenticeship & Training Fund to include EBOLT on its collection form.

The Employer shall make payment of contribution on the form furnished by the Union within the time period specified on such form.

**Section 12. INSURANCE.** The Contractor shall at all times carry all insurance coverage required by State and Federal Laws.

**Section 13. PAYMENT OF WAGES.**

(a) The Contractor shall pay wages weekly, and the payment shall be in full for the payroll period. Payment shall be made before quitting time, within five business days after the ending of the payroll period and shall be in cash, check, pay card with documentation or by direct deposit as may be agreed upon by the Contractor and the Union. Contractors agree to note on the employee's check stub the Company name, the employee's name or social security number, and the number of straight hours and the number of overtime hours. WHEN AN ENGINEER IS LAID OFF, THEIR PAY SHALL BE IN THE MAIL WITHIN FORTY EIGHT (48) HOURS excluding weekends and holidays. WHEN AN ENGINEER IS FIRED, THEIR PAY SHALL BE IN THE MAIL WITHIN FORTY EIGHT (48) HOURS excluding weekends and holidays. If the Contractor fails to abide by the terms as set forth in this paragraph, the Engineer(s) shall be paid for all time waited. All wages shall be paid on the hour and half-hour.

(b) **BOND REQUIREMENTS.** All Contractors doing business in the jurisdiction of Local 318 shall obtain and maintain during the term of this Agreement and being renewed yearly an approved surety bond in the amount up to two hundred (\$200,000) thousand dollars to guarantee their employees working under this Agreement the payment of wages and fringe benefits, including Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Advanced Training Fund, Supplemental Dues Check-off payments, Vacation Fund, Building and Transportation Fund, Operator Action Fund, Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Downstate Infrastructure Awareness and Advancement

Fund (DIAAF) and Industry Advancement Funds (IAF). The Employer shall be responsible for payment of the bond premium covering the term of this Agreement and shall be renewed yearly. The original copy of the bond shall be filed with the Union, with copies of said bond to be filed with the various trust funds to which it shall be applicable. Such bond shall provide that it shall not be canceled without giving thirty (30) day's prior written notice to the Union. The Union shall apply the above requirements on a uniform basis. This surety bond shall be invoked after sixty (60) day delinquency.

In the event of failure, default or refusal of the Employer to meet his obligations to their employees of the Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Advanced Training Fund, Supplemental Dues Check-off payments, Vacation Fund, Building and Transportation Fund, Operator Action Fund, Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Downstate Infrastructure Awareness and Advancement Fund (DIAAF) and Industry Advancement Funds (IAF), after written notice to the Employer and bonding company, may file claim to obtain payment, costs and reasonable attorneys' fees from the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond shall remain in full force and effect for a period of one (1) year or until payment of wages and fringe benefits, including Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Advanced Training Fund, Supplemental Dues Check-off payments, Building and Transportation Fund, Operator Action Fund, Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Downstate Infrastructure Awareness and Advancement Fund and Industry Advancement Funds (IAF) have been satisfied.

#### **Section 14. REPORTING.**

- (a) If the services of an employee are not required he shall be so notified within a reasonable amount of time by the foreman or whoever may be in charge, otherwise, he shall report and be allowed two hours pay applying to that day for reporting. Employees shall report to the foreman and if as directed, they shall remain on the job for two hours pay. If an engineer, fireman, or assistant operator starts to work he shall receive no less than four (4) hours pay, if he works more than four (4) hours, he shall be paid eight (8) hours for that day and shall remain on the job if so instructed, however, in the event inclement weather causes a work stoppage the reporting time shall be as follows:  
The employee shall receive two hours show-up time (if not called off) and if the employee starts to work shall be paid not less than four (4) hours, if the employee works over four (4) hours said employee shall be paid not less than six (6) hours, and if the employee works over six (6) hours shall be paid not less than eight (8) hours.
- (b) Each employee shall give the Contractor a telephone number where the employee may be reached, which number the Contractor shall call to notify the employees if there is to be no work. Such notices shall be reasonably in advance of starting time, considering the distance the employee must travel to the job. When weather conditions are unfavorable, employees who have no telephone shall ascertain for themselves whether there will be work by contacting an engineer working on the same project who has a telephone, or by calling (collect) the Contractor. The Contractor shall have no obligation to pay show-up time to those employees whom the Contractor or his representative cannot, by diligent effort, contact to notify them that there will be no work because of weather conditions or equipment breakdown. If an employee is called to work after the regular starting time then his day shall start at the regular starting time.



- (c) The reporting time for Saturdays, Sundays, and holidays shall be as stated above, however, in the event INCLEMENT WEATHER causes the stoppage of work on those days, employees will be paid for time actually worked, but in no event less than two (2) hours at the rate applicable to that day.
- (d) Where the Contractor has a job on the river, Contractor shall furnish transportation with no charge to employee from the bank to the project.

## **ARTICLE VIII**

### **COMPLETENESS OF AGREEMENT**

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

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE - ARBITRATION**

During the term of this Agreement, there shall be no stoppage or slow down of work on the part of the Union and no lockout on the part of the Contractor for any difference arising out of the interpretation or application of any of the provisions contained in this Agreement, excluding wages and fringe benefits. If matters cannot be settled and adjusted quickly between the steward and the foreman or superintendent, such matter shall be taken up between a representative of the Contractor and a representative of the Union. If the matter, question, or difference cannot be settled by such representatives satisfactory to both parties, the matter shall be immediately referred to top management of the Company and the representative of the Union. If these two parties cannot resolve the dispute, it shall then be referred to a representative selected by the Associations, and a representative of the Local Union. If the dispute has not been settled in the foregoing steps, it shall then be referred to an arbitrator by the last two mentioned representatives selecting a third arbitrator from a panel submitted by the Federal Mediation and Conciliation Service. The decision of this arbitrator shall be final and binding on both parties and the expenses of this third arbitrator shall be borne equally by both parties. In rendering his decision, the arbitrator shall not have the authority to add to, subtract from, modify, or amend any provision of this Agreement.

## **ARTICLE X**

### **JURISDICTIONAL DISPUTES**

Should a jurisdictional dispute arise between this Union and one or more Unions, there shall be no stoppage or slow down of work. The Contractor shall exercise due diligence in assigning to the Union such task for which it has been given jurisdiction as determined by the language in prior Decisions or Agreements, if any, as approved by the Building and Construction Trades Department of the AFL-CIO or approved by the National Joint Board for the settlement of Jurisdictional Disputes, Building and Construction Industry. In the event a jurisdictional dispute arises between or among two or more unions, such dispute shall be referred to the National Joint Board for the settlement of jurisdictional disputes and the decision of the National Joint Board shall be placed in effect immediately.

## WORK ASSIGNMENT DISPUTES

Section 1. By entering into this Agreement, the Employer acknowledges it's preference that all work to be performed in the categories described in **Article I** be performed by employees included in the bargaining unit covered by this Agreement.

Section 2. Should any work assignment dispute arise raising the question of whether, a contractor is in violation of this Agreement, work has been assigned to employees represented by another craft or other labor organization, rather than to employees represented by the Union, such dispute shall be referred to the National Joint Board, as described herein in **Article X**.

Section 3. In the event the Union believes that the Employer or any of its on-site subcontractors has engaged in a mis-assignment of work in violation of this Agreement, the Union may submit such dispute to the National Joint Board and the decision of the National Joint Board shall be placed in affect immediately.

Section 4. Nothing in this Agreement shall be construed to limit any work jurisdiction where the work assignment by the Employer is made in accord with an agreement on work assignments between the Union and the local union of another labor organization.

Section 5. If the Contractor refuses to adjust work assignments necessary to comply with this decision, then the Contractor will be liable for back wages, fringe benefit contributions and check off of union dues commencing on the date of the arbitrator's decision and continuing through the date of compliance with the decision.

Section 6. In rendering a decision on any work assignment dispute, the National Joint Board shall apply only the following factors and only in the order listed. The first listed factor which the National Joint Board finds to be applicable shall govern the case and the National Joint Board shall not use any other factors in reaching a decision.

- (a) Any local agreement between/among the crafts involved.
- (b) Local area practice on the assignment of the work at issue in the area where the work is to be performed.
- (c) Any previous agreement of record, including a disclaimer, between the parent bodies of the crafts involved.
- (d) The relative skills, efficiency and abilities of the crafts involved, which shall include consideration of apprenticeship instruction in the exact work at issue, number of persons within each craft who have demonstrated ability to perform the work at issue, the existence of a referral system allowing the Employer to request employees who have the skills required to perform the work at issue, and the extent to which each craft has performed the work at issue on other occasions.

Section 7. The Union shall not institute any action at law or equity in any state or federal court or before an administrative agency over a work assignment dispute, so long as the Employer follows the procedure set out in this Article and acts in accordance with applicable decisions, agreements, settlements or awards on the assignment of the work at issue.

## ARTICLE XI

### NOTIFICATION TO UNION & PRE-JOB CONFERENCES

Section 1. Every Contractor who is or becomes a party to this Agreement shall notify the Business Representative of the Union before commencing work on any project within the territorial jurisdiction of the Union and the Contractor shall inform the Business Representative of the nature and location of the project by him to be undertaken and probable number and classifications of operating engineers estimated to be required on said project. The Contractor shall meet with the Business Representative of the Union at a date, time and place established by mutual agreement and not more than five (5) days before commencement of work on the project for the purpose of holding a pre-job conference and the Contractor shall make arrangement for the referral of engineers to the project in accordance with the contractual referral provision.

Section 2. Contractors or Employers located outside the territorial jurisdiction of Local 318 shall be allowed to clear in one Key-Operating Engineer one day prior to start of work, only after an operating engineer has been referred from Local 318. The Local 318 operator shall be the first operator on the job and the last to be laid off upon completion of the job.

## ARTICLE XII

### FRINGE BENEFITS

**Section 1: Health and Welfare.** Employer agrees to pay wages and all benefits per wage addendum A in the first year of this Agreement, starting April 1, 2022 for each payroll hour of an employee under the terms of this Agreement into a Health and Welfare Fund, which shall be jointly administered by Employers and employees in accordance with all provisions of Federal Laws governing Welfare plans and those laws that make contributions to Health and Welfare deductible as an expense under applicable Internal Revenue Laws and regulations. In each subsequent year of this Agreement, any increase in payments to the Health and Welfare Fund shall be in such amount as determined by the Union in Accordance with Article XIII of this Agreement.

**Section 2: Pension.** On work covered by this Agreement, the Employer agrees to pay into the Pension Fund of Local 318 on the following basis.

- (a) Effective April 1, 2022 in addition to the wages here in set out, the Employer shall pay per Wage Addendum A in the first year of this Agreement, to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers for each payroll hour of the employees covered by this Agreement when they are employed on work within the territorial jurisdiction of Local 318. In each subsequent year of this Agreement, any increase in payments to the Pension Fund shall be in such amount as determined by the Union in accordance with Article XIII of this Agreement.
- (b) Payments shall be made in the manner and form, and in accordance with the rules and regulations as adopted by the trustees of the Central Pension Fund of the International Union of Operating Engineers located at: 4115 Chesapeake St., N. W., Washington, D.C. 20016. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any Amendments to said Trust Agreement. The Employer designates as his representative among the trustees of said fund such trustees as are named in said Agreement and Declaration of Trust as Employer trustees, together with their successors elected in the

manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time. The Pension Trust Fund shall be administered in accordance with all provisions of applicable law.

### **Section 3: Annuity Fund.**

- (a) The Employer agrees to contribute in the amount set forth in the attached Wage Addendum A to the Operating Engineers Local 318 Annuity Fund for each hour paid or worked by employees covered by this Agreement. Such contributions shall be made at the straight time rate for all hours. For example: a member works 40 hours at straight time rate, 10 hours at the time and a half rate, and 10 hours at double time rate for a total of 60 hours paid/worked. The member is due 60 hours times the amount set forth in the Wage Addendum A.
- (b) Failure of the Employer to make timely reports and monthly monetary remittances to this or to any other contractually-specified funds shall constitute a breach of this Agreement in consequence of which the Union may take appropriate legal recourse. In the event the Union institutes suit against the Employer for violation of this provision, the Employer shall be liable for all auditing fees, cost of suit and attorneys' fees incurred by the Union in the prosecution of the suit. Furthermore, it is agreed that if the Central Pension Fund drops below green status, the current contribution amount will not be increased until said fund returns to green status.

## **ARTICLE XIII**

### **FRINGE BENEFITS OPTIONS**

It is understood and agreed by all parties that the distribution of the negotiated Fringe Benefit package, which shall include only Health and Welfare, Annuity, and Pension combined, granted by this Agreement, shall at the option of the Union be allocated in a manner to cover the cost of Health and Welfare with the difference to be applied to the Pension Fund and/or the Annuity Fund on each anniversary date of this Agreement.

## **ARTICLE XIV**

### **TRUST INDENTURES**

- (1) Each Contractor, party hereto, binds himself to the indentures of the Health and Welfare Fund, Pension Fund, Annuity Fund, Joint Apprenticeship and Advanced Training Trust Fund and EBOLT Drug Screening Trust Fund provided by this Agreement.
- (2) Each contractor shall file appropriate reports and make contributions to the Funds established under Article VII Section 11, Article XII, Article XIII, Article XV, Article XVI, and Article XVII in accordance with the requirements established by the Trustees of each of the Funds. Should the Employer fail to file timely reports or make timely contributions, the Employer shall be liable to the Funds for interest, liquidated damages (not to exceed 20%), costs and attorneys' fees. Failure of the Employer to make timely payments, contributions, or file reports shall entitle the Funds to bring legal action against the Employer for reports, contributions, interest, liquidated damages, and attorney fees.
- (3) Contractors shall report the hours of owner operators used on a form supplied by the union.

## ARTICLE XV

### JOINT APPRENTICESHIP & ADVANCE TRAINING

- (1) The parties to this Agreement hereby establish the Operating Engineers, Local 318 Joint Apprenticeship and Advanced Training Fund. The said Fund is established under the Trust Indentures and the Contractors shall have three (3) Trustees and the Union shall have three (3) Trustees. The Trustees shall establish such rules and regulations as are necessary to implement the purpose of the Fund.
- (2) The Contractors shall pay to the Operating Engineers Local 318 Joint Apprenticeship and Advanced Training Fund contributions for all hours worked by employees covered by this Agreement including overtime hours and all other premium pay hours.
- (3) Payment by Contractors to the said Fund shall be made monthly and remitted to the Trustees or a depository designated by them not later than fifteen (15) days following the end of each month except that upon completion of a project or upon lay-off or termination of employees covered by this Agreement from a project, all contributions due the Fund shall be remitted within ten (10) days following the project termination or lay-off of employees.
- (4) In the event that the amount of contribution provided for herein does not meet the requirements of the Fund for the full and proper execution of its purposes, the Contractors agree to enter into negotiations with the Union upon request made by the Union for the purpose of increasing the amount of the contribution to meet the Fund requirements. Service by the Union of request for such negotiations shall serve to render inoperative any limitation in this Contract on the right of the Union to engage in a cessation of work.
- (5) In the event that a Contractor defaults or is delinquent in making payments of contributions to the Fund, the Trustees of the Fund or the Administrator designated by them or the Union shall have the right to institute suit for recovery of contributions without notice to the Contractor and in the event that suit for recovery for contributions is filed, the delinquent Contractor shall be liable to the Fund and/or Union for all costs and expenses incurred in such litigation together with reasonable attorneys' fees.

## ARTICLE XVI

### EGYPTIAN CONTRACTORS ASSOCIATION INDUSTRY ADVANCEMENT FOUNDATION

It is further agreed by the Contractors and the Union that, effective as of April 1, 2022, the Employers shall pay a (.16) cents per hour to Egyptian Contractors Association (ECA IAF) as outlined in Wage Addendum A for each hour worked, for each of the covered employees, for the purpose of establishing an Industry Advancement Foundation. Egyptian Contractors Association Industry Advancement Foundation shall be dedicated to the purpose of advanced crafts training, advanced training and education, safety education, public relations, and market development and other educational and informational betterment of such employees and the common good of the Construction Industry. This Foundation shall be constituted in such a manner that the payments to such Foundation shall be a deduction under the Internal Revenue Code of the United States and shall conform to all Laws of the United States and its subdivisions and agencies.

### ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS INDUSTRY ADVANCEMENT FUND

The Employer agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (AGCIL IAF) the sum of sixteen cents (\$0.16) per hour worked for all hours paid at straight time or overtime to each employee working under this Agreement.

The contributions to AGCIL 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.

The activities of the AGCIL 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 industry in the state of Illinois.

Upon request, the Employer hereby agrees to provide the designated representative of the association its payroll records to determine compliance with this Article.

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

## **ARTICLE XVII**

### **DOWNSTATE INFRASTRUCTURE AWARENESS AND ADVANCEMENT FUND**

**Section 1.** The Employer and the Union shall establish a joint labor-management Board of Trustees which shall oversee a fund known as the Downstate Infrastructure Awareness and Advancement Fund. The aforementioned Board of Trustees shall be comprised of an equal number of Employer and Union Trustees. Its purpose shall be to educate and support elected officials who support issues important to down state's infrastructure. During the period April 1, 2022 through March 31, 2025, the Employer shall pay monthly into the Downstate Infrastructure Awareness and Advancement Fund (DIAAF) the amount as specified in Wage Addendum A of this Agreement for every hour paid for or worked in the preceding month by all employees covered by this Agreement. Said payments shall be made on the date, in the manner and form, and in accordance with the rules and regulations as adopted by the trustees of said Fund. Negligence of the Employer in complying with this article shall be deemed a direct violation of this Agreement.

**Section 2.** It is the intent of the Downstate Infrastructure Awareness and Advancement Fund to establish guidelines that if any local Union participating in this fund is merged with another local Union outside the participating PAC local Unions, that the Union shall be notified that its participation may be terminated at the discretion of the trustees of the fund based on the original fund documents established by the trustees of said fund. All contributions on behalf of merged local shall remain as part of this fund.

## **ARTICLE XVIII**

### **OPERATOR ACTION FUND (O.A.F.)**

The Employer agrees to deduct from the wages of employees ten cents (\$0.10) for each hour worked under the terms of this Collective Bargaining Agreement, on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these deductions will be paid to the "Operator Action Fund" whose purpose is for state and local political action, charity and legal defense.

## ARTICLE XIX

### DUES CHECK OFF, BUILDING & TRANSPORTATION FUND, AND VACATION FUND

#### **(1) Dues Check Off**

Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from such employee's wages union dues in the amount as specified in Article XIX, four percent (4%) of the total gross package per hour worked based on Class A journeyman scale. The Employer shall remit same to and as directed by the duly authorized representative of said Union together with a list of names of employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by registered mail to the Employer and Union during the ten (10) day period prior to the end of any applicable yearly period, or during the (10) day period prior to the termination of any applicable Bargaining Agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing requirements, the authorization shall be renewed for an additional yearly period or until the end of the Collective Bargaining Agreement, whichever occurs sooner. The failure of any employee to sign a written authorization card does not relieve him or her from the obligation of paying these dues to the Union. The only purpose of this card is to allow the contractor to pay the dues for the member.

#### **(2) Building & Transportation Fund**

Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from such employee's wages Building and Transportation Fund in the amount of ten (\$.10) cents per hour. The Employer shall remit same to and as directed by the duly authorized representative of said Union together with a list of names of employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by registered mail to the Employer and Union during the ten (10) day period prior to the end of any applicable yearly period, or during the (10) day period prior to the termination of any applicable Bargaining Agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing requirements, the authorization shall be renewed for an additional yearly period or until the end of the Collective Bargaining Agreement, whichever occurs sooner. The failure of any employee to sign a written authorization card does not relieve him or her from the obligation of paying the Building & Transportation Fund to the Union. The only purpose of this card is to allow the contractor to pay the Building & Transportation Fund for the member.

#### **(3) Vacation Fund**

The Employer agrees to deduct the amount set forth in Wage Addendum A and shall make such deductions payable to the Employers and Operating Engineers, Local #318 Vacation Fund for each hour paid or worked by the employees covered by this Agreement. Such deductions shall be made at the straight time rate for all hours. Example: A member works 40 hours at straight time rate, 10 hours at the time and a half rate, and 10 hours at double time rate for a total of 60 hours paid/worked. This member is due 60 hours times the amount set forth in the Wage Addendum A.

#### **(4) Litigation**

Operating Engineers Local 318 will be responsible for any litigation arising from the Dues Check Off, O.A.F. Fund, Building & Transportation Fund, and Vacation Fund from the paycheck of any Operating Engineer working with-in the territorial jurisdiction of this local union. The union agrees to indemnify the Employer and hold harmless against such claims.

**(5) Late Fees**

Payment by Contractors for the Dues Check Off Fund, Building and Transportation Fund, Operator Action Fund and the Vacation Fund shall be made monthly and remitted to the International Union of Operating Engineers Local 318 Union Hall no later than fifteen (15) days following the end of each month. Payments not postmarked by the 15<sup>th</sup> of the respective month will be deemed late. All Contractors with late payments will have a twenty (20) percent late fee imposed upon the total amount of funds past due per month. In the event that a Contractor defaults or is delinquent in making payments of contributions to the Funds, the Union shall have the right to institute suit for recovery of contributions without notice to the Contractor and in the event that suit for recovery of contributions is filed, the delinquent Contractor shall be liable to the Union for all costs and expenses incurred in such litigation together with reasonable attorneys' fees.



**OPERATORS SHALL BE EMPLOYED ON THE FOLLOWING MACHINES AT THE RATES PER WAGE ADDENDUM A:**

**ARTICLE XX**

**WAGES, MANNING REQUIREMENTS, ETC.**

RIVER WORK AND LEVEE WORK ON MISSISSIPPI AND OHIO RIVERS, LAKES AND TRIBUTARIES: See Wage Addendum A

- (1) All Off Road Material Hauling Equipment
  - All Terrain Crane
  - All Power Boat Operators
  - Articulated Dump
  - Asphalt Machine Spreader
  - Asphalt Plant Operator
  - Asphalt Widener
  - Autograder
  - Automatic Slipform Pavers
  - Backhoes
  - Barrell Grappler Devices (All)
  - Blacksmith
  - Blade Operators (All)
  - Boat Engineer
  - Boat Operators (All) Bridges, Dams & Waterways
  - Boat Pilots requiring certification and or licensing
  - Boilers
  - Boom or Winch Cat
  - Boom or Winch Type Trucks
  - Boring Machines - Horizontal
  - Clamshell, Orange Peel Operator
  - Concrete Breaker
  - Concrete Curb Machine
  - Concrete Finish Machine or Spreader Operator
  - Concrete Mixer Paver
  - Concrete Pump Truck
  - Concrete Plant Operator
  - Concrete Wheel Saw Operators
  - Cranes (All) Truck/Track/Rubber
  - Crane (Overhead) Operator
  - Derrick Guy or Derrick Trucks
  - Dingo
  - Ditching Machines (All)
  - Dozer Operators
  - Dragline or Shovel Operators
  - Dredge Booster Pump
  - Dredge Engineman
  - Dredge Operator/Leverman
  - Drill Cat w/Compressor Mounted
  - Drilling or Boring Machine Rotary - Self-Propelled

Endloaders (All) Track/Rubber Elevating Grader  
Flexplane  
Forklifts/Tele-Handlers (All)  
Geothermal Well Drilling  
GPS on machines already under the jurisdiction of Local 318  
Gradeall  
Greasers  
Heavy Equipment Robotics Operator  
Horizontal Directional Drill Locate Box  
Hydro Excavation Equipment, Self Propelled or Pull Type (All)  
Hi-Lift  
Hoists, Hoisting Engine  
Horizontal Directional Drill Operator  
Incinerators (Haz-Mat only)  
Laser Screed  
Locomotive/Operator  
Marooka Buggies  
Master Mechanic  
Mixers 21 cu. ft. or over  
Motor Patrol  
Piledriver Operator  
Post Driving Equipment  
Pulls & Scrappers  
Power Pac & Controls (Pile Driving)  
Pugmill  
Pulverizer or Tillers  
Push Cats  
Quad Trac  
Rotating Cab Forklifts  
Rotomill  
Rubber Tired Farm Tractor with Attachments over  $\frac{1}{2}$  yd.  
Self-Propelled Chip Spreader  
Self-Propelled Roller w/Attachments  
Shuttle Buggie  
Sidebooms  
Skidloader (Skidsteers)  
Skimmer Scoop  
Spyder Cranes  
Trackhoe and all Attachments  
Trench Machine Operator  
Tuggers  
Ultra High Pressure Water Jet Cutting Machine  
Vacuum  
Vacuum Blasting Machine Operator  
Vac Jet  
Welders  
Well or Caisson Drills  
Well Point Pumps - 2 or more  
Wood Chipper w/Tractor

- (2) Assistant Operators Required on:
- All Terrain Cherry Picker w/over 65 ton Lifting Capacity
  - Crane
  - Deckhand on all rivers, lakes, and tributaries
  - Dinky or Standard Locomotive
  - Ditching Machine (80 H.P. and over)
  - Dragline
  - Dredge
  - Gradall
  - Guy Derrick
  - Assistant Operators or Fireman on Crane
  - Pile Driver
  - Shovel
  - Trenching Machine
  - Truck Crane

**HIGHWAY, HEAVY, BUILDING AND CONSTRUCTION WORK CLASS A: See Wage**

**Addendum A**

- All Off Road Material Hauling Equipment
- All Terrain Crane
- Articulated Dump
- Asphalt Machine Spreader
- Asphalt Plant Assistant Operator
- Asphalt Plant Operator
- Asphalt Widener
- Assistant Operator on Rotomills
- Autograder
- Automatic Slipform Pavers
- Backend Man on Asphalt Machine
- Backhoes
- Barrel Grappler Devices (All)
- Blacksmith
- Blade Operators (All)
- Boat Engineer
- Boat Operators (All) Bridges, Dams & Waterways
- Boat Pilots requiring certification and or licensing
- Boilers
- Boom or Winch Cat
- Boom or Winch Type Trucks
- Boring Machines - Horizontal
- Clamshell, Orange Peel Operator
- Concrete Breaker
- Concrete Groover
- Concrete Grinder
- Concrete Curb Machine
- Concrete Finish Machine or Spreader Operator

Concrete Mixer Paver  
Concrete Pump Truck  
Concrete Plant Operator  
Concrete Wheel Saw Operators  
Cranes (All) Truck/Track/Rubber  
Crane (Overhead) Operator  
Derrick Guy or Derrick Trucks  
Dingo  
Ditching Machines (All)  
Dozer Operators  
Dragline or Shovel Operators  
Dredge Booster Pump  
Dredge Engineman  
Dredge Operator/Leverman  
Drill Cat w/Compressor Mounted  
Drilling or Boring Machine Rotary - Self-Propelled  
Endloaders (All) Track/Rubber Elevating Grader  
Flexplane  
Forklifts/Tele-Handlers (All)  
Geothermal Well Drilling  
GPS on machines already under the jurisdiction of Local 318  
Gradall  
Greasers  
Heavy Equipment Robotics Operator  
Horizontal Directional Drill Locate Box  
Hydro Excavation Equipment, Self Propelled or Pull Type (All)  
Hi-Lift  
Hoists, Hoisting Engine  
Horizontal Directional Drill Operator  
Incinerators (Haz-Mat only)  
Laser Screed  
Locomotive/Operator  
Master Mechanic  
Marooka Buggies  
Mixers 21 cu. ft. or over  
Motor Patrol  
Pile driver Operator  
Post Driving Equipment  
Pulls & Scrappers  
Power Pac & Controls (Pile Driving)  
Pug mill  
Pulverizer or Tillers  
Push Cats  
Quad Trac  
Rotating Cab Forklifts  
Rotomills  
Rubber Tired Farm Tractor with Attachments over  $\frac{1}{2}$  yd.  
Self-Propelled Chip Spreader  
Self-Propelled Roller w/Attachments

Shot Blaster/Bridge Deck  
Shuttle Buggie  
Side booms  
Skid loader (Skid steers)  
Skimmer Scoop  
Spyder Cranes  
Stationary Rock Slinger  
Trackhoe and All Attachments  
Trench Machine Operator  
Tuggers  
Ultra High Pressure Water Jet Cutting Machine  
Vacuum  
Vacuum Blasting Machine Operator  
Vac Jet  
Welders  
Well or Caisson Drills  
Well Point Pumps - 2 or more  
Wood Chipper w/Tractor

**CLASS B: See Wage Addendum A**

(Oilers) Shall be classified as Assistant Operators  
Air Track Drill w/Compressor  
All Machines used to Sweep, Clean, Broom or remove debris or snow  
Any type Tractor pulling Roller or Disc  
Automatic Bins or Scales w/compressor or generator  
Bulk cement Plant w/Separate Compressor  
Concrete Curb Machine requiring Electronics  
Concrete Plant Assistant Operators  
Concrete or Pump crete Pumps  
Deck Hand on Boats  
Dredge Assistant Operator/Mate  
Power Broom  
Self-Propelled Roller/Compactor  
Straw Mulcher Blower  
Stump Cutter Machine  
Two Air Compressors (220 CFM or over)  
Two Air Track Drills  
Air compressor w/valve driving piling,  
Assistant Operator (where required, refer to Article VII, Section 9).  
Elevator Operator  
Form Grader  
Man Lift (Scissor Lift) when lifting materials.  
Pile driver activating air or hydraulic valve regardless of location.  
Rubber-Tired Farm Type Tractor w/Blade/Bulldozer/Auger/Hi-Lift of  $\frac{1}{2}$  yd. or less.  
Self-Propelled Concrete Saw  
Self-propelled Robotics roller in use two (2) continuous hours or more shall be  
manned by an operating engineer.  
Self-Propelled Vibrator  
Truck Crane assistant operator,

Two Conveyors

**CLASS C: See Wage Addendum A**

Mechanic in permanent shops without separate signed Collective Bargaining Agreements  
Nov. 1 thru March 31.  
Air Compressor (220 CFM or over) One  
Air Track Drill (one)  
Automatic Bin  
Belt Drag Machine,  
Bulk Cement Plant w/Built-in Compressor running off same motor or electric motor  
Fireman or Switchman  
Mechanical plasterer applicator  
Pipe Tract Jack  
Self-Propelled Form Tamper  
Trac-Air  
Mixers - less than 21 cu.ft.  
Mortar Mixer w/ski or pump  
Mud jacks  
One Well Point Pump  
Wood Chipper

**One Operating Engineer may operate or maintain any combination of the following pieces of equipment, not to exceed four (4), which shall be within reasonable distance; such combination may include the equipment in this classification:**

Air Compressor (under 220 CFM) Four  
Light Plants  
Generators  
Pumps  
Conveyors  
Motor Driven Heaters (2)  
Welding Machines  
Ulmac or Equal Spreader

**DISTRIBUTION**

The Local Union may distribute any part of the above negotiated wage increase into the existing negotiated funds, provided, such increase is requested and Egyptian Contractors Association is notified at least sixty (60) days prior to its effective date on each anniversary of this Agreement. 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 moneys be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the union notifies Egyptian Contractors Association of its request, whereupon an Addendum in writing describing such change(s) shall be incorporated in this Agreement. It is further agreed that any Addendum as well as Illinois Prevailing Wage Forms will be jointly signed and executed by the parties and Egyptian Contractors Association will submit same to the Illinois Department of Labor for certification.

**REGISTERED APPRENTICESHIP WAGES:**

1<sup>ST</sup> YEAR APPRENTICE - 70% of Journeyman’s Class A rate.

2<sup>nd</sup> YEAR APPRENTICE - 80% of Journeyman’s Class A rate.

3<sup>rd</sup> YEAR APPRENTICE - 90% of Journeyman’s Class A rate.

4<sup>th</sup> YEAR APPRENTICE – 95% of Journeyman’s Class A rate.

\*\*\*AT NO TIME, HOWEVER, SHALL AN APPRENTICE’S WAGE BE MORE THAN THE RATE FOR THE CLASSIFICATION OF WORK THEY ARE PERFORMING.

**OPERATOR FOREMAN:**

Operator Craft foreman shall receive Class A rate plus \$1.00 per hour for his/her classification. The contractor will determine if a foreman is needed in all cases.

**MECHANIC OWNED TRUCKS:**

The need for Operator Mechanic owned trucks and the rate shall be as follows.

If the contractor wants/needs to rent the operator owned truck the rates shall be as follows.

**TRUCK RENTAL**

- (a) Basic equipped mechanics truck—Minimum \$ 50.00 per day plus fuel.
- (b) Mechanics Truck Fully equipped as follows: Air compressor, Welder, Cutting torches, Power/Air tools and Crane -Minimum \$100.00 per day plus fuel.

**PREMIUM PAY FOR HAZ-MAT WORKERS**

LEVEL (A) will receive Class A plus \$3.00 per hour over their perspective rate.

LEVEL (B) will receive Class A plus \$2.00 per hour over their perspective rate.

LEVEL (C) will receive Class A plus \$1.50 per hour over their perspective rate.

LEVEL (D) will receive Class A plus \$1.00 per hour over their perspective rate.

**SPECIALIZED HAZ-MAT EQUIPMENT**

Heavy equipment robotics operator/mechanic; concrete cleaning decontamination machine operator; ultra-high pressure water jet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; master environmental maintenance mechanic (Class A Scale)

**CRANE CERTIFICATION**

The contractors agreed that all Certified Crane Operators shall receive the rates set forth below, above their top rate of pay:

\$ 3.00 per hour above Top Scale + long boom compensation

## LONG BOOM AND FIXED LEAD PAY

Includes erected Jibs, Draglines, Clams and other crane shall receive in addition to wages listed above the following premium pay:

110' to 149'	.75 (75 cents) per hour
150' to 199'	additional .60 (60 cents) per hour
200' and over	additional .02 (2 cents) per foot per hour

Example: For 250' boom the breakdown would be: 110'- 149 is .75, 150'-199' is .60, 200' through 250' at .02 per foot is 1.00 for a total of \$2.35 long boom pay.

## TOWER CRANE

When a stationary tower crane is used, the Employer shall have the option of employing an operator and helper, or just an operator. In the case no helper is employed, the operator shall be guaranteed forty-five (45) hours pay (forty [40] regular and five [5] hours overtime) for the regular work week, plus any overtime that he or she may be required to work. Hours paid for climbing and inspection shall count toward the weekly five hour overtime guarantee (no pyramiding of overtime).

**Boat Pilot:** Premium Pay - \$2.00/hour requiring certification and or licensing

## BLACKTOP OR ASPHALT PLANTS

It is agreed that manning of blacktop plants shall be no less than: Plant Operator, Plant Assistant Operator, End-Loader Operator, if loader is used to charge hoppers. In the event a crane is used to charge hoppers, a crane operator and assistant operator shall be required on the same. In the event that the plant aggregate drier is fired manually by non-electronic controls, a fireman shall be required. In the event a conveyor system is used that is manually operated from other than the console, a conveyor operator shall be required. When erecting or dismantling the plant, a mechanic shall be required.

## DEWATERING SYSTEMS

A Well Point system is defined as a combination of one or more pumps, of any type, size, or motive power, including but not limited to, well point pumps, submersible pumps, well pumps, ejector or educator pumps in combination with wells, well points, sumps, piping and/or other appurtenances, power by diesel, electric, gasoline, gas or any other type of motive power to control water on any and all types of construction work. All mechanical work on the system shall be done by Operating Engineers. A Dewatering system shall be operated by a pump operator at all times that the dewatering system is being operated.

## ARTICLE XXI

### SEPARABILITY

Any provisions contained herein that are contrary to or held to be in violation of any Federal, State, or Municipal Law now in force, or hereinafter enacted, shall be void and of no force and effect and the other provisions of this Agreement shall remain in full force and effect. Any Article in this Agreement that is void by law shall become immediately negotiable.



## **ARTICLE XXII**

### **SUCCESSOR CLAUSE**

This Agreement, and any supplements or amendments to it, shall be binding upon the parties hereto, their successors and assigns, administrators or executors.

In the event the Employer shall in whole or in part, sell, transfer, assign, lease or have its business taken over by sale, assignment, receivership or bankruptcy, such business and operation shall continue to be subject to the terms of this Agreement for the remainder of its term.

## ARTICLE XXIII

### TERMINATION

This Agreement by and between the Egyptian Contractors Association and Associated General Contractors of Illinois shall be in full force and effect from April 1, 2022 through March 31, 2025 and shall remain in effect from year to year thereafter, unless either party gives notice to the other party sixty (60) days before the contract expires that they desire to terminate or modify the Agreement.

(1) THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ month  
20\_\_\_\_\_ by and Between:

\_\_\_\_\_  
**Name of Employer**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**FEIN**

\_\_\_\_\_  
**Signature**

**Phone Number** \_\_\_\_\_

and local Union No. 318, A, C, & R.A. International Union of Operating Engineers AFL-CIO, of Marion, Illinois, shall be effective on all present and future work performed within Jackson, Franklin, Hamilton, White, Gallatin, Saline, Williamson, Union, Johnson, Pope, Hardin, Massac, Alexander, and Pulaski Counties in Illinois by the first mentioned party, and

(2)Whereas, Local Union No. 318, 318A, 318C, 318RA has consummated Agreements through regular Collective Bargaining processes within the above named Counties in Illinois, and a copy of said Agreement is attached herein and incorporated herein by reference, and

(3)Whereas, the parties signatory to this Agreement are desirous and willing to adopt the provisions of the above mentioned Agreement. THEREFORE, it is further understood and agreed by and between the parties hereto as follows,

(4)That the parties hereto do hereby adopt all of the Provisions and Terms of the attached Contract as the Contract between the parties with respect to all of the conditions, wages, and terms of said contract and also with respect to the duration of said Contract.

(5)The above named firm agrees to cover employees working under the terms of this Agreement with:

(a)Workman's Compensation Insurance

(b)Illinois State Unemployment Compensation Insurance, as provided by the Unemployment Compensation Act.

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

SIGNED: This 29th day of March, 2022, at Marion, Illinois.

Ben. Rebb 3-29-22  
Egyptian Contractor's Association Date

Frank Kozemich 3/29/2022  
Associated General Contractors of Illinois Date

Don Stallnut 3-28-2022  
Local #318 Business Manager Date

Am. Selwa 3-28-2022  
Local #318 President Date

## Wage Addendum A

### River and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries: Class 1

Effective	4/1/2022	4/1/2023	4/1/2024			
Wages	\$35.75					
Pension	\$11.45					
H&W	\$11.35					
Annuity	\$1.00					
Appr & Trng	\$4.15	\$4.15	\$4.15			
ECA-IAF	\$0.16	\$0.16	\$0.16			
AGCIL-IAF	\$0.16	\$0.16	\$0.16			
DIAAF	\$0.10	\$0.10	\$0.10			
EBOLT	\$0.08	\$0.08	\$0.08			
<b>Total Package</b>	<b>\$64.20</b>	<b>\$66.43</b>	<b>\$68.73</b>			

\*Employee Deductions:      Dues                - 4% of Total Package for Class A Operator  
    VAC                 - \$1.00  
    OAF                - \$0.10  
    Bldg & Trans - \$0.10

\*To Be Distributed:                - \$2.23 on 4/1/2023  
    - \$2.30 on 4/1/2024

### River and Levee Work on the Mississippi and Ohio Rivers, Lakes and Tributaries: Class 2

Effective	4/1/2022	4/1/2023	4/1/2024			
Wages	\$32.30					
Pension	\$11.45					
H&W	\$11.35					
Annuity	\$1.00					
Appr & Trng	\$4.15	\$4.15	\$4.15			
ECA-IAF	\$0.16	\$0.16	\$0.16			
AGCIL-IAF	\$0.16	\$0.16	\$0.16			
DIAAF	\$0.10	\$0.10	\$0.10			
EBOLT	\$0.08	\$0.08	\$0.08			
<b>Total Package</b>	<b>\$60.75</b>	<b>\$62.98</b>	<b>\$65.28</b>			

\*Employee Deductions:      Dues                - 4% of Total Package for Class A Operator  
    VAC                 - \$1.00  
    OAF                - \$0.10  
    Bldg & Trans - \$0.10

\*To Be Distributed:                - \$2.23 on 4/1/2023  
    - \$2.30 on 4/1/2024

### Wage Addendum A

#### Heavy and Highway, Building and Construction Work: Class A

Effective	4/1/2022	4/1/2023	4/1/2024			
Wages	\$35.65					
Pension	\$11.45					
H&W	\$11.35					
Annuity	\$1.00					
Appr & Trng	\$4.15	\$4.15	\$4.15			
ECA-IAF	\$0.16	\$0.16	\$0.16			
AGCIL-IAF	\$0.16	\$0.16	\$0.16			
DIAAF	\$0.10	\$0.10	\$0.10			
EBOLT	\$0.08	\$0.08	\$0.08			
<b>Total Package</b>	<b>\$64.10</b>	<b>\$66.33</b>	<b>\$68.63</b>			

\*Employee Deductions:      Dues                    - 4% of Total Package for Class A Operator  
    VAC                    - \$1.00  
    OAF                    - \$0.10  
    Bldg & Trans   - \$0.10

\*To Be Distributed:            - \$2.23 on 4/1/2023  
    - \$2.30 on 4/1/2024

#### Heavy and Highway, Building and Construction Work: Class B

Effective	4/1/2022	4/1/2023	4/1/2024			
Wages	\$33.75					
Pension	\$11.45					
H&W	\$11.35					
Annuity	\$1.00					
Appr & Trng	\$4.15	\$4.15	\$4.15			
ECA-IAF	\$0.16	\$0.16	\$0.16			
AGCIL-IAF	\$0.16	\$0.16	\$0.16			
DIAAF	\$0.10	\$0.10	\$0.10			
EBOLT	\$0.08	\$0.08	\$0.08			
<b>Total Package</b>	<b>\$62.20</b>	<b>\$64.43</b>	<b>\$66.73</b>			

\*Employee Deductions:      Dues                    - 4% of Total Package for Class A Operator  
    VAC                    - \$1.00  
    OAF                    - \$0.10  
    Bldg & Trans   - \$0.10

\*To Be Distributed:            - \$2.23 on 4/1/2023  
    - \$2.30 on 4/1/2024

**Heavy and Highway, Building and Construction Work: Class C**

Effective	4/1/2022	4/1/2023	4/1/2024
Wages	\$26.35		
Pension	\$11.45		
H&W	\$11.35		
Annuity	\$1.00		
Appr & Trng	\$4.15	\$4.15	\$4.15
ECA-IAF	\$0.16	\$0.16	\$0.16
AGCIL-IAF	\$0.16	\$0.16	\$0.16
DIAAF	\$0.10	\$0.10	\$0.10
EBOLT	\$0.08	\$0.08	\$0.08
<b>Total Package</b>	<b>\$54.80</b>	<b>\$57.03</b>	<b>\$59.33</b>

\*Employee Deductions:      Dues                    -4% of Total Package for Class A Operator  
    VAC                    - \$1.00  
    OAF                    - \$0.10  
    Bldg & Trans   - \$0.10

\*To be Distributed:            - \$2.23 on 4/1/2023  
    - \$2.30 on 4/1/2024

  
 \_\_\_\_\_  
 Egyptian Contractors Association

3-29-22  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Associated General Contractors of Illinois

3/29/2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Local #318 Business Manager

3-28-2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Local #318 President

3.28.2022  
 \_\_\_\_\_  
 Date