

MAY - 9 2022

ORIGINAL

**HIGHWAY, HEAVY, AND RAILROAD
CONSTRUCTION AGREEMENT**

BY AND BETWEEN

**HIGHWAY, HEAVY, AND UTILITY DIVISION-
INDIANA CONSTRUCTORS, INC.-
LABOR RELATIONS DIVISION (ICI-LRD)**

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 150, AFL-CIO**

**Effective
April 1, 2022
Through
March 31, 2024**

| | Paragraph | Page |
|--|------------------|------|
| Access to Job..... | 25..... | 17 |
| Additional Equipment..... | 42..... | 21 |
| Apprenticeship & Training Fund..... | 17..... | 13 |
| Apprenticeship Wage Rates (Schedule A)..... | 56..... | 31 |
| Area Covered..... | 4..... | 05 |
| Bargaining Agent..... | 1..... | 04 |
| Bargaining Unit..... | 3..... | 05 |
| Breakdowns..... | 38..... | 20 |
| Changing Machines..... | 44..... | 21 |
| Combination Rate..... | 43..... | 21 |
| Compensation Insurance..... | 23..... | 16 |
| Construction Industry Research and Service Trust Fund..... | 54..... | 24 |
| Continuity of Employment..... | 21..... | 16 |
| Craft Foreman..... | 50..... | 23 |
| Definitions..... | 8..... | 06 |
| Dewatering..... | 49..... | 23 |
| Dues Check-Offs..... | 20.1..... | 15 |
| Effective Date..... | 60..... | 42 |
| Employees Covered..... | 3..... | 04 |
| General Provisions..... | 53..... | 24 |
| Grievance and Arbitration..... | 10..... | 07 |
| Health & Welfare Funds..... | 14..... | 09 |
| Heavy Construction & Railroad Contracting..... | 7..... | 06 |
| Helicopters..... | 39..... | 20 |
| Helper & Apprentice Equipment Coverage..... | 36..... | 19 |
| Highway Construction..... | 6..... | 06 |
| Hiring..... | 18..... | 14 |
| Holidays..... | 48..... | 22 |
| Industry Advancement Fund..... | 19..... | 14 |
| Legitimate Picket Line..... | 11B..... | 08 |
| Local 150-Federal PAC..... | 20.2..... | 15 |
| Local Production of Materials..... | 9..... | 06 |
| Market Recovery Agreement (Memorandum)..... | 57..... | 31 |
| Mechanics..... | 37..... | 19 |
| Minor Equipment..... | 41..... | 20 |
| Non-Discrimination..... | 2..... | 04 |
| Operating Engineer Lead Man..... | 51..... | 24 |
| Overtime..... | 34..... | 18 |
| Payday..... | 46..... | 22 |
| Pay Period..... | 45..... | 22 |
| Penalty for Failure to Pay Wages and/or Fringe Benefits..... | 12..... | 08 |
| Penalty-Wages-Grievance Decisions-Settlements..... | 11A..... | 08 |
| Pension Fund..... | 15.1..... | 10 |
| Plant Work..... | 40..... | 20 |
| Pre-Job Conference..... | 24..... | 16 |
| Pre-Job Conference Form..... | (Exhibit A)..... | 44 |
| Premium Days..... | 33..... | 18 |
| Protection..... | 22..... | 16 |
| Remain on the Job..... | 35..... | 18 |

| | | |
|---|------------|----|
| Re-Opener | 59..... | 42 |
| Reporting Time | 31..... | 18 |
| Retiree Medical Savings Plan | 14.2 | 10 |
| Retirement Enhancement Fund | 15.2 | 11 |
| Saving Clause | 55..... | 25 |
| Shift Provisions..... | 30..... | 18 |
| Single Shift | 27..... | 17 |
| Stewards | 52..... | 24 |
| Sub-Contractors..... | 26..... | 17 |
| Substance Abuse Testing (SAT) Program | 58..... | 33 |
| Three Shift Operation..... | 29..... | 17 |
| Transportation..... | 47..... | 22 |
| Two Shift Operation..... | 28..... | 17 |
| Union Security..... | 13..... | 08 |
| Vacation Fund..... | 16..... | 13 |
| Wage Rates (Schedule A) | 56..... | 26 |
| Waiting Period | 32..... | 18 |
| Welfare Fund | 14.1 | 09 |
| Work Coverage..... | 5..... | 05 |

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between Highway, Heavy, and Utility Division-Indiana Constructors, Inc.-Labor Relations Division (ICI-LRD) acting as negotiating agent on behalf of members of the Division who sign this Agreement or a facsimile thereof, party of the first part/known hereinafter as "EMPLOYER", and the Operating Engineers Local Union 150, party of the second part, known hereinafter as the "OPERATING ENGINEERS LOCAL" or "UNION".

It is agreed and understood that said Negotiating Agent, "EMPLOYER", shall in no event be bound as principal in any manner for any breach of this contract by any of the Parties hereto.

It is further agreed that the liability of the Employers who accept, adopt and sign this Agreement, or facsimile thereof shall be several and not joint.

The Union recognizes that Contractors must have productive crews and will make every effort to achieve this.

1. BARGAINING AGENT. The Employer and Employers recognize the Union as the sole and exclusive bargaining agent of its operating engineers on all work covered by this Agreement.

The Union recognizes the Highway, Heavy and Utility Division-Indiana Constructors, Inc.-Labor Relations Division (ICI-LRD) as the sole and exclusive bargaining agent for its members who sign this Agreement, or a facsimile thereof, on all work covered by this Agreement.

2. NON-DISCRIMINATION. Neither the Employer nor the Union will discriminate against an employee or applicant because of membership or non-membership in a union or any particular Local of a Union or because of disability, as defined by the American Disability Act, race, color, creed, gender, national origin or age nor will the Union or Employer cause or attempt to cause the other to do so. Words used in the masculine shall include the feminine.

3. EMPLOYEES COVERED. This Agreement shall have effect on and cover employees performing work in the area covered by paragraph 4 of this Agreement for the Employer and all job site equipment repairs and maintenance and all other job site work which has been or may be awarded to the International Union of Operating Engineers and, without limiting the foregoing, all classifications of employees listed in Schedule "A" and any addition or additions thereto during the life of this Agreement. Provided, however, that this Agreement does not cover warranty and specialized mechanics who are not employees of the Employer. Such mechanics may perform job site repair on job site maintenance if assisted by an employee covered by this Agreement.

This Agreement shall not cover or apply to Superintendents, Assistant Superintendents, General Foreman, Foreman, Timekeepers, Messenger Boys, Guards, Confidential Employees and Office Help.

The Foreman and all above are Agents of the Employer and in no way shall be construed to be an Agent of the Union.

No Foreman or Supervisor shall be allowed to operate, repair or maintain any mechanical equipment when such operation takes the job of an employee covered by this Agreement.

BARGAINING UNIT - The bargaining unit shall consist of all employees engaged in work covered by the occupational jurisdiction of the Union with reference to any and all of the classifications described in Paragraphs 5, 6 and 7, wages, hours of work and all other terms and conditions of employment set forth in this Agreement.

The bargaining unit shall also include, for the purposes of Paragraphs 14 and 15, and for such purposes only, such persons in the employ of an Employer herein referred to as "Supervisors", defined in the LMRA, as amended, as follows:

have authority, in the interest of an Employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, and who have responsibility to direct them or adjust their grievances, or effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not merely of routine or clerical nature, but requires the use of judgment.

and, provided, further, that such Supervisor:

- (a) has heretofore been included as a member of the "bargaining unit" as that term is defined in the preceding paragraph of this Article, or as defined in any previous collective bargaining agreement entered into between the parties hereto, and
- (b) was an employee on whose behalf five (5) years prior to the effective date of this Agreement contributions were required to be made for at least 5,000 hours worked, or wages received, as the case then required.

Such a covered supervisor shall have the right within thirty (30) days of the execution date of any agreement consummating a renegotiation of the Agreement to declare he no longer wishes to be covered by this provision and, accordingly, the Health and Welfare and Pension Articles of this Contract.

4. AREA COVERED. This Agreement shall cover and apply to the territorial jurisdiction of Local Union 150 in Indiana, *except* Lake, Porter, LaPorte and St. Joseph Counties. The territorial jurisdiction is as follows:

| | | | | | |
|---------|-----------|----------|--------|--------|----------|
| Elkhart | Kosciusko | Marshall | Noble | Fulton | LaGrange |
| Newton | Pulaski | Jasper | Starke | | |

It is agreed and understood that the exclusion of St. Joseph County shall be the last area excluded by the parties from future agreements negotiated by and between the Highway, Heavy, and Utility Division -Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) and Operating Engineers Local 150. The area covered by future agreements shall remain constant and shall cover the territorial jurisdiction of Local Union 150 in the State of Indiana *with the exception* of Lake, Porter, LaPorte and St. Joseph Counties.

5. WORK COVERAGE. This Agreement shall cover the type of work as outlined in paragraphs 6, 7 and 9 and all job site equipment repairs and maintenance, and other job site work, which has been or may be awarded to the International Union of Operating Engineers, provided, however, that this Agreement does not cover job site repair or maintenance performed by warranty and specialized mechanics who are not employees of the Employer.

For purposes of this paragraph, "job site equipment repairs and maintenance" shall include equipment repairs and maintenance performed at a location established for the sole purpose of repairing and maintaining equipment for a specific job in question.

For purposes of this paragraph, "other job site work" shall include work performed at a location within reasonable proximity to the job in question and for the sole purpose of performing part of that job.

6. HIGHWAY CONSTRUCTION shall include construction, modifications, snow removal, additions or repairs of roads and streets and construction incidental thereto, including necessary demolition and site clearing; alleys, guard rails, fences, parkways, parking areas, airports, bridle and bicycle paths, athletic areas, highway bridges, grade separations involving highways, sewers, water lines and underground utilities incidental to street and highway improvements.

Airports as used herein shall mean airports and flight strips, grading, drainage, and paving, exclusive of building construction.

EXCLUSIONS. It is understood that the work coverage in this paragraph 6, except as relates to airports, shall not be construed to apply in or on government defense projects, nor shall it be construed to apply to industrial or commercial projects, except as relates to airports and/or housing projects.

7. HEAVY CONSTRUCTION AND RAILROAD CONTRACTING shall include the construction, or modification, or addition, or repair of railroad construction projects, railroad spurs, railroad bridges, train wrecks, grade separations involving a railroad, pile driving, piers, abutments, retaining walls, viaducts, pedestrian tunnels, subways, track elevation (excluding new elevated railroads), elevated highways, drainage projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, channel-cut-offs, dredging projects and jetties; including the operation, maintenance, and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services, not including any such work let as a building contract.

EXCLUSIONS. It is understood that the work coverage in this paragraph 7 shall not be construed to apply in or on government defense projects and/or industrial or commercial projects.

8. DEFINITIONS. An industrial project shall mean all work done on the premises of the owner building such industrial plant.

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

9. LOCAL PRODUCTION OF MATERIALS, whether such materials are produced by the contractor himself, for his own use, or for him by contract with another, is construed to be the production of materials with plants established or reopened or to be supplying materials to be incorporated into the work on a designated project or projects.

10. GRIEVANCE AND ARBITRATION.

It is specifically agreed by and between the parties hereto that there will be no lockouts, strikes, or stoppages of work of any sort as a result of any dispute involving matters which are the proper subject for grievance and arbitration hereunder.

All differences of opinion, disputes and grievances, except those covered by paragraphs 11 and 12, are subject to this paragraph 10 and shall be handled and processed as follows:

Subject to exclusions last above set out, there shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the Employer and the Union and/or between an Employer and the Union. With respect to such exclusion, if there is a stoppage of work, it shall not be a violation of this Agreement and the employees stopping work shall not cease to be employees but shall be entitled to no compensation so long as such work stoppage shall continue.

For the purpose of this Agreement, the term "Grievance" is any claim or dispute involving an interpretation or application of any term of this Agreement by an employee, or an Employer, or the Union, or the Association that one or the other of the aforesaid persons or organization is violating or has violated this Agreement.

All grievances shall be resolved under the provisions of this Article.

STEP ONE: A grievance shall first be taken up between the Union's steward assigned to the job and a designated representative of the Employer within fifteen (15) days after the occurrence. If no steward is on the job site, the grievance shall proceed to Step Two.

STEP TWO: In the event that the grievance cannot be resolved within five (5) working days of the Step One conference, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Employer within ten (10) working days of the written grievance.

STEP THREE: In the event the grievance cannot be resolved by the Step Two conference within ten (10) working days after Step Two conference, the written grievance shall be submitted immediately to the Joint Grievance Committee created in this article.

The Association and the Union shall create a Joint Grievance Committee, which shall consist of an equal number appointed by the Association and the Union, but not less than three (3) from each group. The Association and the Union shall adopt and publish for their respective membership, rules of procedure to govern the conduct of the Joint Grievance Committee. These Rules of Procedure shall be considered a part of this Agreement. Amendment of these procedural rules may be made by the Association and the Union upon recommendation of the Joint Grievance Committee. This Joint Grievance Committee shall have jurisdiction over disputes and grievances involving Employees or Employers within the jurisdiction of the Union.

Where the Joint Grievance Committee, by majority vote, settles a dispute, a decision will be final and binding on both parties. Decision of the Joint Grievance Committee and Arbitration Awards shall be complied with within twenty-one (21) days of receipt of the decision by the losing party. In the event the prevailing party is required to file suit to enforce the decision or award, and it prevails, it shall be entitled to recover its costs, including attorney's fees, from the losing party. The Joint Grievance Committee shall have the right to award back pay and equivalent benefits to the Local 150 Assistance Fund.

In the event that the Joint Grievance Committee is unable to resolve the grievance and deadlocks, the grievance may be taken to arbitration by either party upon written notice to the other given within ten (10) working days of the answer of the Joint Grievance Committee. In the event that such notice is given by either party, that party shall request the American Arbitration Association to submit a list of five (5) names of individuals who are available to act as arbitrators. If the parties are unable to agree upon one of the individuals so named the parties shall strike names from the list until one (1) individual remains. The American Arbitration Association shall then be requested to appoint the remaining individual as arbitrator. The decision of the arbitrator shall be final and binding on both parties. The arbitrator's decision must be rendered as soon as reasonably possible. The expense of the arbitrator shall be borne equally by each party.

11 A. PENALTY-WAGES-GRIEVANCE DECISIONS-SETTLEMENTS. If an Employer fails to pay wages, comply with a written grievance settlement, a Joint Grievance Committee decision or a written arbitration decision the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay or comply has been corrected.

11 B. LEGITIMATE PICKET LINE. It shall not be a violation of this agreement or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line on the Union party to this Agreement and including picket lines at any Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears bodily harm may be done to him.

12. PENALTY - PENSION, RETIREMENT ENHANCEMENT FUND, VACATION SAVINGS, HEALTH & WELFARE, RETIREE MEDICAL SAVINGS PLAN, APPRENTICESHIP TRAINING FUND, CONSTRUCTION INDUSTRY RESEARCH & SERVICE TRUST FUNDS AND EMPLOYEE CHECK-OFF

Section 1. If any Employer, after forty-eight (48) hours written notice of default, fails to pay Pension, Vacation Savings, Health & Welfare, Retiree Medical Savings Plan, or Apprenticeship Training and Construction Industry Research & Service Trust Fund contributions, liquidated damages, interest or other fees due to the Funds, the arbitration process herein provided for shall become inoperative and the Union shall have the right to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected. Further, if an Employer fails to pay employee check-off deduction in accordance with the contract and after seventy-two (72) hours written notice to ICI-LRD/HHUD is received, then the arbitration process herein provided for shall become inoperative and the Union shall have the right to resort to all legal and economic remedies, including the right to strike and picket, until such failure to pay has been corrected.

Paragraphs 11 and 12 shall be inoperative if the amount of wages and/or fringe benefits is bonafidely disputed. In such instance, the Employer shall then pay the wages and/or fringe benefits admitted to be due and the balance shall be settled by the arbitration procedure as provided herein.

Section 2. BONDING OF EMPLOYER. The Union may at its discretion demand a payment bond of any Employer guaranteeing payment of all earning and/or other Fringe Benefit payments as provided for in this Agreement.

13. UNION SECURITY. All employees covered by this Agreement shall be required as a condition of employment either to apply for and become a member of, and to maintain membership in, the Union, or, alternatively, shall be required to apply for a permit and if granted be required to pay for and maintain permit fees, within eight (8) days following the beginning of their employment or the effective date of this clause, or the signing of this Agreement, whichever is later, provided however if the employee is employed solely in the Local Production of Materials and does not work at the job site, the word "eight

(8)" shall as to such employee read "thirty-one (31)". This clause shall be enforceable to the extent permitted by law.

The Union recognizes its obligation and therefore assumes full responsibility to every employee discharged under the provisions of the paragraph last above set out as a result of a written request from the Union to the Individual Employer of the employee.

Any employee discharged under the provisions of paragraph 13 while actively employed shall, before registering in a Referral Office for dispatch under this Agreement, tender to the Union the full initiation or reinstatement fee and current quarterly dues, and the Union shall issue receipt therefore. Upon presentation of such receipt to a Referral Office as evidence of such tender, the employee shall be permitted to register as if he had never been discharged for such non-payment.

14. SECTION 1 - WELFARE FUND

IT IS AGREED BETWEEN THE PARTIES that the items listed below regarding the above named agreement between the Highway, Heavy, and Utility Division - Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) and International Union of Operating Engineers, Local 150 be amended to read as follows:

Effective April 1, 2022, the Employer shall pay sixteen dollars and eighty cents (\$16.80) per hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund.

Effective April 1, 2023, the Employer shall pay seventeen dollars and thirty cents (\$17.30) per hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund.

The Welfare Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois, 60525, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose on the tenth (10th) day of the following month no later than the twentieth (20th) day of the month. Contributions to the aforesaid Health and Welfare Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of the Agreement and the aforementioned Trust Agreement.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 168 hours each month, twelve (12) months a year for any month in a year in which the Supervisor performs work as a Supervisor for the company and is paid a salary for any portion of the month based on the contribution rate established herein, for employees.

The parties recognize that the individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non- bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It

is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit work and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation/Employer, or
- B. Is a 15% or greater owner of an LLC or the equivalent thereto; or
- C. Is a relative (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law) of a shareholder, officer and/or director of the corporation/Employer

The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135). Failure by the Employer to make timely payments shall result in such person(s) not being eligible for benefits; such benefits shall be reinstituted upon back payment being made. However, such suspension of benefits shall not relieve the Employer of its obligations under this Section.

Corporate officers, shareholders and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from the obligations of Paragraph 31 and Paragraph 44, Regular Assigned Engineers of this Agreement.

SECTION 2 - RETIREE MEDICAL SAVINGS PLAN

All language as written in Section 1 of this Article shall apply to Section 2

Effective April 1, 2022, the Employer shall pay three dollars and forty-five cents (\$3.45) per hour for each hour for which the Employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

Effective April 1, 2023, the Employer shall pay three dollars and sixty-five cents (\$3.65) per hour for each hour for which the Employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Welfare Fund's Retiree Medical Savings Plan.

15. SECTION 1 - PENSION FUND

It is understood and agreed that there shall be continued a Trusteed Pension Plan known as the Midwest Operating Engineers Pension Fund.

Effective April 1, 2022, the Employer shall be liable to contribute (nine dollars and sixty-five cents (\$9.65) per hour for each hour for which the employee receives wages under the terms of this Agreement to the aforementioned Pension Trust Fund.

Effective April 1, 2023, the Employer shall be liable to contribute nine dollars and ninety-five cents (\$9.95) per hour for each hour for which the employee receives wages under the terms of this Agreement to the aforementioned Pension Trust Fund.

For Apprentices see Section 56 Schedule A.

Payments accompanied by monthly reports on forms provided for the same are due in the Pension Office, 6150 Joliet Road, Countryside, Illinois 60525 or such other place as designated by the Trustees not later than the tenth (10th) day of the following month for the preceding month.

Contributions to the Pension Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Pension Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund office on the tenth (10th) day of the following month no later than the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of the Agreement and the aforementioned Trust Agreement.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 168 hours each month, twelve (12) months a year for any month in a year in which the Supervisor performs work as a Supervisor for the company and is paid a salary for any portion of the month based on the contribution rate established herein, for employees.

The parties recognize that individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation/Employer, or
- B. Is a 15% or greater owner of an LLC or the equivalent thereto; or
- C. Is a relative (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law) of a shareholder, officer and/or director of the corporation/Employer

The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135).

Corporate officers, shareholders and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from obligations of Paragraph 31 and Paragraph 44, Regular Assigned Engineers of this Agreement.

SECTION 2 – RETIREMENT ENHANCEMENT FUND

It is understood that a trustee pension plan known as the Midwest Operating Engineers Retirement Enhancement Fund has been established by the Union and Employer Associations party to this Agreement.

Effective April 1, 2022, the Employer shall contribute thirty-five cents (\$0.35) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Retirement Enhancement Fund.

Effective April 1, 2023, the Employer shall contribute seventy cents (\$0.70) per hour for each hour for which the employee receives wages under the terms of this Agreement into the Midwest Operating Engineers Retirement Enhancement Fund.

The Retirement Enhancement Fund has been established and shall be administered in accordance with the Labor Management Relations Act of 1947, as amended, and the Employee Retirement Income Security Act of 1974, as amended.

Payments accompanied by monthly reports on forms provided for same are due in the Administration Office, 6150 Joliet Road, Countryside, Illinois 60525, or such other place as designated by the Trustees, on the tenth (10th) day of the following month no later than the twentieth (20th) day of the month.

Contributions to the Retirement Enhancement Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Midwest Operating Engineers Retirement Enhancement Fund, and all amendments theretofore or hereafter made thereto, as though same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund Office on the tenth (10th) day of the month no later than the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest, and any other cost of collection.

The parties recognize that individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit work and/or non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation/Employer, or
- B. Is a 15% or greater owner of an LLC or the equivalent thereto; or
- C. Is a relative (father, mother, son, daughter, brother, sister, husband, wife, in-law) of a shareholder, officer and/or director of the corporation/Employer, the bargaining parties have agreed that any shareholder/relative reporting under this clause must report one hundred thirty-five (135) hours per month twelve (12) months a year, irrespective of the amount of work they perform or the amount of compensation they receive in any individual month. Contributions are due by the 10th day of the preceding month for which the Employer is reporting. The Employer may elect to report on the basis of actual hours worked per month provided hours reported are in excess of one hundred thirty-five (135) hours each month. Hours reported in excess of one hundred thirty-five (135) hours are reported on the Employer's regular remittance report due by the 10th day of the following month.

The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135).

Corporate officers and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from the obligations of Article VII, Section 3 Regular Assigned Engineers of this Agreement.

16. VACATION FUND

Effective April 1, 2022 each Employer shall pay one dollar and zero cents (\$1.00) per hour for which the employee receives pay from the Employer into the Local 150 I.U.O.E. Vacation Savings Plan. In computing the amount per hour, the EMPLOYER is required to add the amount per hour to the employees' gross wages and then deduct the Social Security and Withholding Tax from the gross figure on each check. The full amount per hour shall then be set aside for remittance to the Vacation Savings Plan.

Effective April 1, 2023 each Employer shall pay one dollar and zero cents (\$1.00) per hour for which the employee receives pay from the Employer into the Local 150 I.U.O.E. Vacation Savings Plan. In computing the amount per hour, the EMPLOYER is required to add the amount per hour to the employees' gross wages and then deduct the Social Security and Withholding Tax from the gross figure on each check. The full amount per hour shall then be set aside for remittance to the Vacation Savings Plan.

Each Employer bound hereby irrevocably appoints as his representative on the Board of Trustees such Trustees as are named in the Agreement and Declaration of Trust as Employer Trustees and their successors duly appointed as herein set forth and agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust, Local 150 I.U.O.E. Vacation Savings Plan, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

Payments accompanied by monthly reports on forms provided for same are due in the Vacation Savings Plan Office, 6150 Joliet Road, Countryside, Illinois 60525, not later than the tenth day of the following month for the preceding month. Report forms are available at the same address. However, if payment is not in by the twentieth day of the month, it shall be considered a violation of this Agreement. Additional information and Employer code numbers can be obtained in the Vacation Savings Office at 6150 Joliet Road, Countryside, Illinois 60525.

17. APPRENTICESHIP AND TRAINING FUND

It is mutually agreed that the International Union of Operating Engineers Local 150 Northern Illinois and Northern Indiana Apprenticeship and Skill Improvement Program, registered with the Bureau of Apprenticeship and Training and the U.S. Department of Labor, is a part of this Agreement as set forth herein. It is agreed that;

Effective April 1, 2022, each Employer signatory to this Agreement, or facsimile thereof, will contribute to the Operating Engineers Local 150 Northern Illinois and Northern Indiana Apprenticeship and Skill Improvement Program one dollar and five cents (\$1.05) per hour for each hour for which the employee receives wages from the Employer.

Effective April 1, 2023, each Employer signatory to this Agreement, or facsimile thereof, will contribute to the Operating Engineers Local 150 Northern Illinois and Northern Indiana Apprenticeship and Skill Improvement Program one dollar and fifteen cents (\$1.15) per hour for each hour for which the employee receives wages from the Employer.

Employer contributions shall be paid by the tenth (10th) of the month following the month of accrual and failure to pay by the twentieth (20th) of said month shall be considered a violation of this Agreement. It is understood and agreed that the Employer shall be bound to the terms and provisions of

the Apprenticeship Trust Agreement governing the Apprenticeship Fund described above, as if that Trust Agreement were set forth in full herein.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 168 hours each month, twelve (12) months a year for any month in a year in which the Supervisor performs work as a Supervisor for the company and is paid a salary for any portion of the month based on the contribution rate established herein, for employees.

The parties recognize that individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation/Employer, or
- B. Is a 15% or greater owner of an LLC or the equivalent thereto; or
- C. Is a relative (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law) of a shareholder, officer and/or director of the corporation/Employer

The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135).

Corporate officers, shareholders and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from obligations of Paragraph 31 and Paragraph 44, Regular Assigned Engineers of this Agreement.

18. HIRING

When the Employer performs work covered by this Agreement in the area covered by Local Union No. 150, the following shall apply: The Employer will obtain all employees used in the performance of such work through the Referral Offices of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices set out in Addendum No. 1 and will comply with the Immigration Reform and Control Act of 1986 and Rules and Regulations as promulgated thereunder.

19. INDUSTRY ADVANCEMENT FUND

Each Employer is to contribute to the Indiana Constructors Industry Advancement Fund ("ICIAF"), or to a successor fund approved by the ICIAF Committee, thirteen cents (\$0.13) per hour, or whatever amount the ICIAF Committee determines is appropriate from time to time, for each hour worked by each Employee working under this Agreement.

The contribution to ICIAF shall be deposited no later than the tenth (10th) of the following month for the preceding month, or at such other regular intervals as may be determined by the ICIAF committee to the depository designated by the ICIAF committee and such contribution shall be reported on such forms as may be designated by the ICIAF committee.

The activities of ICIAF shall be determined by the ICIAF Committee and shall be financed from the payments herein provided. The Employer expressly ratifies and adopts the ICIAF Policy Statement. The Employer expressly acknowledges the substantial benefits that are rendered to it as a result of ICIAF. By execution of this Agreement, the Employer ratifies all actions taken or to be taken by the ICIAF Committee within the scope of its authority.

The Employer hereby agrees that the designated representative of the Highway, Heavy, and Utility Division – Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) or the ICIAF Committee, shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event of an audit, or if a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of the audit and/or collection, including reasonable attorney's fees, incurred by the Highway, Heavy, and Utility Division – Indiana Constructors, Inc. -Labor Relations Division (ICI-LRD) and/or ICIAF. It is further understood that such Employer shall be obligated to pay any delinquent contributions to ICIAF with interest charged at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

It is expressly agreed and understood that no Employee, Employer or Union has any vested or proprietary interest in, or right to, any sum constituting a part of ICIAF.

20. EMPLOYEE CHECK-OFFS

Section 1 - DUES CHECK-OFF.

Upon receipt of a written check-off authorization from an employee/or other lawful wage deductions agreement executed by the bargaining unit member and the funds, the Employer agrees to deduct each week the applicable initiation fees and monthly dues uniformly required for obtaining and maintaining membership in the Union from the pay of each employee covered by this Agreement and shall remit the same to the Union and/or the Fund as the case may be, no later than the tenth (10th) day of each month, together with an itemized statement of such deductions. No deductions shall be made which are prohibited by applicable law.

Payments, accompanied by monthly reports on forms provided shall be submitted to the I.U.O.E. Administrative Dues, 6200 Joliet Road, Countryside, Illinois, 60525. Report forms are available at the above address. However, if payment is not received by the twentieth (20th) day of the month, it shall be considered a violation of the Agreement and the Union shall be permitted all legal and economic remedies including the right to strike and picket until such failure to pay dues deducted, plus liquidated damages of ten (10%) percent thereon, has been corrected. It is the intention of the parties that such deductions shall comply with requirements of the Section 302(c)(4) of the Labor-Management Relations Act of 1947, as amended, and that such deductions shall be made only pursuant to written assignments from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues deduction established by this Paragraph 20.

Section 2 - LOCAL 150 - FEDERAL PAC CHECK-OFF

Upon receipt of a signed authorization from a covered employee, the EMPLOYER will deduct five cents (\$.05) for each hour that the employee receives wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms and shall pay the amount deducted to the International Union of Operating Engineers Local 150 Political Action Committee ("IUOE PAC"), 6200 Joliet Road, Countryside, Illinois 60525. It is agreed that these authorized deductions for the IUOE

PAC are not conditions of membership in the International Union of Operating Engineers, Local 150, or of employment with EMPLOYER and that the IUOE PAC will use such monies in making political contributions in connection with Federal elections. Payments to the IUOE PAC, accompanied by monthly reports on forms so provided by the International Union of Operating Engineers, Local 150, shall be remitted at the same time as required for the monthly pension and welfare payments on a separate check made payable to the IUOE PAC at the above address.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise with regard to creation of this Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

The Employer and the Union agree to bear their own respective costs incurred in administering the payroll deductions to the IUOE PAC.

21. CONTINUITY OF EMPLOYMENT. To safeguard continuity of employment and thus protect unemployment insurance for employees, it is agreed that the Union shall not have the right to transfer operators or Assistant to Engineer with another unless the Employer agrees to do so; provided, however, that the foregoing shall not permit the Union and/or the Employer, whether acting singularly or in concert, by agreement or otherwise, to base any transfer or replacement upon membership or non-membership in the Union or upon any obligation or aspect thereof.

22. PROTECTION. The Employer shall furnish suitable shelter to protect the Engineer and Assistant to Engineer from falling materials and from the elements, such as hard hats, winter fans, heat housers, and umbrellas. The Employer shall furnish drinking water facilities and toilet facilities in compliance with the Indiana State Safety Code for the Construction Industry. It is further agreed that when the temperature on the job exceeds 65 degrees the Employer shall furnish pure iced water, all in clean sanitary containers with disposable drinking cups. The Employer shall maintain an adequate first aid kit on all jobs where employees covered by this Agreement are employed and such kit shall be made easily accessible and available at all times. Injuries of any nature whatsoever shall be reported by employees to their supervisor and all employees injured while at work will cooperate with their supervisors in making out accident reports as soon as possible after medical attention is given.

In case of injury sustained by an employee in the course of employment and requiring immediate medical attention, the Employer shall provide necessary transportation to the physician's office, clinic or hospital, and to the employee's home, if necessary. If the employee returns to work on the same day, he shall suffer no loss of time, and if sent home or to the hospital, shall be paid for the balance of the day's work period in which the injury was sustained. In no case shall such employee suffer loss of time when required to leave his job for treatment of three (3) hours or less for further treatment of such injury and the Employer will continue paying Health & Welfare contributions. Such contributions shall not exceed four (4) months.

23. COMPENSATION INSURANCE. The Employer shall carry Workmen's Compensation Insurance with a Company authorized to do business under the applicable State Laws and Regulations, and shall, in addition, pay the tax necessary to secure for all such employees the benefits of the Indiana Unemployment Compensation Insurance Act irrespective of the number of employees employed.

24. PRE-JOB CONFERENCE. Every Employer who is or becomes a party to this Agreement shall notify the appropriate Referral Office of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers on any project within the territorial jurisdiction of the Union, and the Employer shall inform the Union of the nature and classifications of Operating Engineers

estimated to be required on the said project. The Employer shall meet with the Business Representative of the Union at a date, time and place mutually agreeable for the purpose of holding a pre-job conference. If, at a later date, work on a said job or project is suspended for any length of time (such as winter months) or night shift is required, an additional job conference may be held, if requested prior to the resuming of work or starting of night shift. In case of an emergency situation the Employer may notify the Union of same, and the Employer and the Union may meet at a later date for the pre-job conference. All pre-job conferences shall be reduced to writing, on the form attached hereto as Exhibit A, signed by both parties. At such pre-job conference, the Employer shall make arrangements for the referral of employees to the project in accordance with contractual referral provisions. A Key Man will be dispatched in accordance with Addendum No. 1, Section 1.B. The Union recognizes that there is a need to move Key Men from one local jurisdiction to another as recognized by the agreement of the locals of the International Union of Operating Engineers, which comprise the North Central States Conference.

25. ACCESS TO JOB. Authorized representatives of the Local and International Unions shall have access to jobs where employees covered by this Agreement are employed to consult with the superintendent, steward or employees, providing the representatives comply with Employers and/or owners' safety rules and regulations.

26. SUB-CONTRACTORS. The Employer agrees that he, or any of his sub-contractors, will not sub-contract any work coming within the occupational jurisdiction of the Operating Engineers Union, at the site of construction, except to a person, firm or corporation willing to become a party to the applicable Agreement. The Union agrees that any and all sub- contractors will be given an opportunity to sign this or the applicable Agreement.

27. SINGLE SHIFT. On a single shift job, the regular work day shall consist of eight (8) consecutive hours commencing at 7:00 A.M., unless otherwise mutually agreed upon, with a meal period of one-half (1/2) hour on the employee's time between the fourth and fifth hour. The starting time will apply to all employees, and exceptions will be made for certain equipment on which, due to the nature of the work, the same hours of work would not be practical and such exceptions shall be made by mutual agreement.

28. TWO SHIFT OPERATION. Where the Employer elects to work two (2) shifts, each such shift shall be not less than eight (8) hours. On a two (2) shift job, the first shift shall start at 6:00 A.M. and will be entitled to a one-half (1/2) hour paid meal period at midpoint of shift. Second shift employees will be entitled to a one-half (1/2) hour paid meal period at midpoint of shift. The applicable base rate listed in Schedule "A", plus ten percent (10%) shall be the basic straight time rate for all time worked or paid for on second shift.

29. THREE SHIFT OPERATION. On a three (3) shift job, the regular work day of the first shift shall consist of eight (8) consecutive hours commencing at 8:00 A.M., with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The regular work day of the second shift shall consist of eight (8) consecutive hours commencing at 4:00 P.M., with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The applicable base rate listed in Schedule "A", plus five percent (5%) shall be the basic straight time rate for all time worked or paid for on second shift. The regular work day of the third shift shall consist of eight (8) consecutive hours commencing at 12:00 midnight, with a paid meal period of one-half (1/2) hour between the fourth and fifth hour. The applicable base rate listed in Schedule "A", plus ten percent (10%) shall be the basic straight time rate for all time worked or paid for on third shift.

30. SHIFT PROVISIONS. All provisions of this Agreement shall apply equally to all shifts, with exceptions noted in paragraph 28 and 29. It is further agreed that there shall be no split shifts, nor shall an employee be required to work alone on a second or third shift if working alone would be considered hazardous; provided, however, that the purpose of this last mentioned provision is for safety alone and shall not be interpreted to require the employment of an additional engineer.

31. REPORTING TIME. Employees shall report every work day unless otherwise notified by 9:30 p.m. before their scheduled starting time or by quitting time the previous day. If an employee working is not notified not to report and reports to work, he shall receive two (2) hours pay at the applicable rate for reporting.

However, such employee may be required to remain on the job for the two (2) hour period. If such employee starts work, he shall be paid for four (4) hours. If he works over four (4) hours he shall be paid for eight (8) hours unless due to rain or snow, major equipment breakdown or governmental action, then he shall be paid at the applicable rate for the actual hours worked over four (4). If such employee reports for work, is sent home and called back the same day, he shall be paid for the full shift at the applicable rate.

When an employee, who regularly operates a particular piece of equipment, is told not to report for work and the Employer subsequently determines to operate the equipment, the employee who was told not to report for work and who regularly operates the particular piece of equipment shall be given first chance to perform the work including all overtime. If the equipment regularly assigned to an employee is operated by another employee, both employees shall be paid in accordance with the terms of this Agreement.

32. WAITING PERIOD. The Employer may put employees "on call" due to inclement weather or suspension of work for a period not to exceed two (2) consecutive work days. After such waiting period employees shall be deemed laid off and may report out of work to their respective referral office. It is hereby understood that this clause has no application to work suspension caused by labor disputes.

33. PREMIUM DAYS. When an employee is requested to report for work on Saturdays, Sundays or holidays, his time shall be pursuant to the provisions set forth in paragraph 31, except he shall be paid the overtime rate of pay in accordance with paragraph 34.

34. OVERTIME. Employees shall be paid one and one half (1-1/2) times the established hourly rate for all hours worked in excess of eight (8) hours per day. All time worked or paid for on Saturday shall be paid for at one and one half (1-1/2) times the established hourly rate. All time worked on Sundays and holidays shall be paid double the established hourly rate. All overtime shall be paid for by the hour or half hour. Any fractional part of a half hour shall be a half hour. All overtime worked or paid on Saturday, Sunday and holidays shall be paid in accordance with paragraph 31.

35. REMAIN ON THE JOB. The employee shall remain on the job for the period for which he is entitled to be paid. If the employee leaves the job of his own accord, for reasons other than an industrial accident, he shall be paid only for the hours actually worked. However, if for any reason the employee is required to remain on the job longer than the two (2) hours reporting time, he shall be paid in accordance with paragraph 31.

36. HELPER AND APPRENTICE EQUIPMENT COVERAGE.

(A) All Cranes, Shovels, Draglines, Clamshells and Backhoes, over one cubic yard capacity (M.R.C.); all Truck Cranes, self-contained remote controlled Hydra-Cranes of over 35 tons, Gradalls, Trenching Machines over twenty-four (24) inches, Roto Mill Grinder 36 inches in width and over with the conveyor, Locomotives, automated Sub-Graders, PCC Formless Pavers, Truck mounted Concrete Pumps and Guardrail Drivers shall be operated by two (2) employees (covered by this Agreement) i.e. an Operating Engineer and an Assistant to the Engineer, except those machines equipped with remote control. Hydraulic machines, other than front-end loaders that are designed to use bucket attachments of various sizes, and manufacturer rates such machine as weighing over 115,000 pounds shall require an Assistant to Engineer.

(B) An Assistant to Engineer need not be employed on cranes or clamshells when such machines are being used for handling or re-handling processed aggregates and further need not be employed on crawler cranes seventy-five (75) tons or under when used on small bridge jobs of \$500,000 or less. An Assistant to Engineer need not be employed on Roto Mill Grinder under thirty-six (36) inches in width unless second employee is needed. An Assistant to Engineer need not be employed on truck cranes or gradalls equipped with remote control unless such machines are over one (1) cubic yard or over thirty-five (35) tons lifting capacity. An Assistant to Engineer need not be employed on cranes, backhoes, shovels, draglines and clamshells, if such machines are rated one (1) cubic yard and under; in the event such machines cannot be rated by the manufacturer by yardage, then tonnage shall prevail, with no Assistant to Engineer needed on all aforementioned machines thirty-five (35) tons and under.

(C) On machines as listed in this paragraph where an Assistant to Engineer is not required and the operator does not have ample time to service the machine during the regular shift, the operator shall be paid one half (1/2) hour per shift at one and one half (1-1/2) times the base rate to grease, oil and clean the machine. The operator shall do such preparatory work either prior to the crews regular starting time or immediately after the regular quitting time. Such times is at the discretion of the Employer.

37. MECHANICS. Mechanics are employed by the Employer because of their knowledge of equipment and their ability to make whatever repairs may be required. All maintenance, repair work or mechanical work performed on the job site on the equipment operated on the job site, by employees covered by this Agreement shall be done in accordance with the terms of this Agreement and by mechanics assisted only by another mechanic or as otherwise provided. Mechanics shall be permitted to work as mechanics at any time in any county covered by this Agreement.

Mechanics shall furnish their own tools but shall not be required to furnish special tools such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxyacetylene Hoses, Gauges, Torches and Tips, twenty-four inch (24") Pipe Wrenches, over 3/4 inch drive socket set, Sockets over two inches (2"). If, by mutual agreement, the mechanic is to use his personal pick-up or similar vehicle for the transporting of his tools, etc., on the job, or from job to job, he shall be compensated at not less than Six Hundred Dollars and Zero Cents (\$600.00) per month and a 1-ton vehicle or over shall receive Seven Hundred Twenty-Five Dollars and Zero Cents (\$725) per month plus all fuel and oil for said vehicle, for job use only. In no event shall the furnishing of said vehicle be deemed as a condition of employment.

The Employer agrees to pay for or replace with equal quality any tools, excluding hand tools, broken on the job by mechanics or anyone required to furnish their own tools. The Employer shall maintain an insurance policy or assume the cost risk, for loss of the employee's personal tools, on Company premises and while in the Company's or the employee's utility truck, due to the theft by

breaking and entry, including fire and explosions or other circumstances that may happen on the Company premises and/or utility truck. The Employer's liability for each loss shall not exceed the actual cost of the tools. It is understood that all employees must furnish the Employer with a complete inventory of the personal tools and their brand. It is further understood that whenever new tools are purchased, the employee must include them on the inventory list previously furnished, and whenever tools are removed, the inventory shall be reduced. If an employee does not supply the Employer with an inventory of tools, responsibility for replacement will not be that of the Employer. For purposes of this paragraph, the Employer shall have fifteen (15) working days to pay, in accordance with this contract, any amounts admitted to be due and if the Employer fails to do so, in addition to the amount the Employer admits is due, it shall pay such employee two (2) hours per day, not to exceed fifty (50) percent of the amount in dispute. The amount bonafidely disputed under this paragraph shall be settled by the grievance and arbitration procedure of this agreement.

38. BREAKDOWNS. It is agreed that when a machine breaks down and the engineer is not assigned to other work covered by this Agreement, the engineer (and assistant, if any) shall be retained at the regular rate of wages for the completion of the shift and shall assist a mechanic or mechanics, if any, assigned to repair such machine. When repair work on any machine continues for subsequent shifts and assistance is required, the engineer assigned to the machine shall be retained to assist mechanic or mechanics; if said engineer is assigned to operate another machine, and assistance is required, an employee included in the bargaining unit covered by this Agreement shall be employed as a mechanic helper. Engineers assigned temporarily to another machine during said breakdown period shall be considered assigned for the purpose of additional hours or a day of work or until his regularly assigned machine is placed back into operation.

39. HELICOPTERS. The use of helicopters (external loads) under the terms of this Agreement shall require a three (3) man crew, one pilot and two (2) controllers. The pilot and controllers must have direct radio communications during the actual hoisting operation.

40. PLANT WORK. It is agreed that a Plant Engineer shall be employed on all asphalt plants, if said plants are otherwise covered by this Agreement. It is agreed that a Plant Engineer and an Assistant to Engineer/Apprentice shall be employed on central mix plants, gravel processing plants and all rock crushing plants, if said plants are otherwise covered by this Agreement.

41. MINOR EQUIPMENT. When minor equipment is put in operation on a job or project and an Assistant to the Engineer is employed such employee may operate up to four (4) pieces of minor equipment in addition to his regular machine at the combination rate as set forth in paragraph 43 and Schedule "A". In the event there is not an Assistant to the Engineer employed, and an Engineer assigned to other equipment is employed, such engineer may operate up to four (4) pieces of minor equipment at the combination rate as set forth in paragraph 43 and Schedule "A" in addition to his regular machine, providing such equipment is within reasonable distance. If neither assistant to the engineer or an engineer assigned to other equipment is employed on the job or project, and any minor equipment is put into operation, an operating engineer will be employed to operate said equipment. Neither an Assistant to the Engineer nor an Engineer assigned to other equipment will be permitted to operate more than four (4) pieces of minor equipment at the combination rate.

When more than four (4) pieces of minor equipment are put into operation an operating engineer shall be employed at the rate set forth in Schedule "A". Such operating engineer shall be permitted to operate up to and including five (5) pieces of minor equipment or combination of minor equipment, except that combinations can not include more than two (2) air compressors. An operating engineer shall be employed to operate: (1) one throttle valve; (2) one throttle valve and a compressor;

or (3) a throttle valve and a boiler at the rate set forth in Schedule "A", or one air compressor 210 cu. ft. capacity or over.

MINOR EQUIPMENT DEFINITION. For the purpose of definition in paragraph 41, minor equipment shall be defined as air compressor of less than 210 cu. ft. capacity, pump, welding machine, conveyor, generator and mechanical heater.

42. ADDITIONAL EQUIPMENT. It is understood that all equipment for which classifications and wage rates have been established in this Agreement and including that equipment for which classifications and wage rates may hereafter be established, shall be manned, when operated, by employees in the bargaining unit and paid the rates as specified in this Agreement.

When equipment not listed in Schedule "A" of this Agreement is introduced on a job site, the rate of pay for said equipment shall temporarily be classified as coming under Group II of Schedule "A" until the Employer and the Union meet to establish a wage rate. Such parties shall meet within ten (10) days to establish the wage rate and working rules. If the parties agree upon a wage rate that falls within Group I, such wage rate will be retroactive to the date the equipment was first used on the job site. In no event shall work coming within the occupational jurisdiction of the Union be assigned to any other craft employee.

Where laser controlled equipment is utilized to perform work covered by this Agreement, such work for operating purposes shall be the Jurisdiction of the Operating Engineers.

43. COMBINATION RATE. Combination rate shall mean fifty cents (\$0.50) per hour above the basic hourly rate of pay.

44. CHANGING MACHINES. Any operator capable of performing the work may be shifted by the Employer to any machine and back again to the original machine, plus one other machine provided the operator is paid the rate of wages applicable to the highest classification of work performed by him during such shift. Any employee covered by the Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge. However, if through no act or fault of the Employer, the regular assigned employee is not available for work, this clause shall not be operative. Changing employees from one machine to another shall not be used for the purpose of depriving another employee from additional hours or days of work. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.

A written notification to the union is required in those instances where an Employer does not want a member to be re-dispatched to their company in the future for just cause. The member will be unavailable for dispatch to the Employer for a period of two (2) years or sooner at the discretion of the Employer.

In case of a layoff, a machine must be idle two (2) workdays before another employee can be assigned to such machine. If such machine is reactivated before the expiration of the second (2nd) day period, the original employee shall be given first opportunity of employment on said machine. However, if such employee is not available, or the machine is moved to another job site, or the reason for reactivation is due to breakdown of another machine, then this paragraph shall be inoperative.

45. PAY PERIOD. The Employer shall pay all employees covered by this Agreement weekly and the payment shall be in full for the payroll period. Payment shall be made within six (6) days of the close of the payroll period, but not later than Friday, and shall be in cash or by check as mutually agreed upon by the Employer and the Operating Engineers Local.

At the time of payment of wages, the Employer shall furnish the information on the check stub or accompanying slip to each employee: Pay period dates, regular hours worked, overtime hours worked, Employers name and address, employees name, employees Social Security Number, and all deductions, including contributions to the Vacation Fund shall be listed separately.

46. PAYDAY. When payday is established, the employees shall be paid on the job before quitting time of such payday. If the employee has to wait more than fifteen (15) minutes after quitting time to receive his pay, he shall be paid at the overtime rate of pay for such waiting time. If the employee has to travel to the company office after quitting time to receive his pay, he shall be paid two (2) hours of pay at the straight time rate for traveling to such office. If due to inclement weather or other reasons no work is available on payday, the employee shall report to work at starting time to receive his pay and get two (2) hours time for reporting provided he has not been previously paid for such pay period. The employee must remain for the two (2) hours reporting time and be available for work unless he is sent home by the Employer or his representative. Employers shall pay, in full, all employees laid off indefinitely or discharged.

When the services of an employee are no longer required, he shall receive all of his wages due within fifteen (15) minutes of quitting time. Failure to comply with this lay-off, pay-off provision will require the Employer to pay a penalty of four (4) hours to the employee at the Employee's straight time hourly rate, for each succeeding day that the Employer is late in payment.

Such field check shall not need to comply with the requirements of Paragraph 45 of this Agreement and rather the Employer will send to the employee a statement of deductions at the next regular paycheck interval.

If a payroll check is returned to the employee for insufficient funds, the Employer shall pay a penalty of four (4) hours at the straight time rate of pay for the first day of the violation and two (2) hours a day thereafter until a valid payroll check is received by the employee. It is understood that Sundays and holidays are not included.

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

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

48. HOLIDAYS. The following days are recognized as holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the Friday after Thanksgiving Day, Christmas Day, and New Years Day. If any of the above named holidays falls on Sunday the Monday immediately following shall be observed as the legal holiday. If any of the above named holidays falls on Saturday the Friday immediately preceding shall be observed as the legal holiday. No work shall be performed on Labor Day except in an emergency where life or property is in danger.

49. DEWATERING. A dewatering system is defined as a combination of one (1) or more pumps of any type, size or motive power, including well point pumps, well pumps, ejector or educator pumps in combination with wells, well points, sump, piping and/or other appurtenances irrespective of motive power to control water by header systems or any and all types of construction work covered by this Agreement. The complete installation, operation and necessary maintenance work, including all piping, shall be performed by Operating Engineers.

An Operating Engineer will be employed to provide for operation and maintenance of an electric submersible system during the entire regular daytime shift Monday through Friday and on such other days as the regular daytime crew is conducting full scale job operations. No operator shall receive combination rate or be required on the other two shifts in the 24 hour day, but in the event of a breakdown of any part of the dewatering system, the assigned Operating Engineer shall be subject to call at any time and any day to assist in the installation, servicing or removal and relocation of any part of the system. In the event of such a breakdown, the Employer shall notify the assigned Operating Engineer by telephone to report to the job site if available for said duty.

On a job site where electric submersible pumps of any size and number are being used exclusive of other types of pumps for dewatering, the employment of an Operating Engineer for operation of such pumps shall at all times be at the discretion of the Employer except that if such electric pumps are powered by motive generators, then an Operating Engineer shall be employed in accordance with this paragraph 49. When, in the opinion of the Employer, an employee is necessary to operate or maintain dewatering equipment at times other than as described above, then an Operating Engineer covered by this Agreement shall be employed.

50. CRAFT FOREMAN. Where an Employer employs fifteen (15) or more employees on a shift for a project, the Employer shall employ a Craft Foreman selected by the Union and shall pay such individual the wages provided for in this Agreement. The Craft Foreman will be the lead man of the employees in the Bargaining Unit. Such individual, however, shall neither have the authority to, or shall he exercise any of the functions customarily exercised by supervisors within the meaning of the National Labor Relations Act, as amended. In no way shall such individual be deemed to be an agent of the Union.

The Craft Foreman shall assist in the assignment of all operating engineers, apprentices and oilers employed on the project.

The Craft Foreman may operate or repair equipment on an emergency basis or in the event of illness or injury of the regularly assigned engineers or mechanic for one shift only. He shall, in addition, supervise the on-the-job training of Apprentices by Journeyman.

In the event more than three machines in Class I and II are retained on any project to be operating by members of the bargaining unit on any and all overtime, the Craft Foreman will be retained. The Employer will make every effort to cooperate with the Craft Foreman in respect to the assignment of duties of the employee in the bargaining unit.

An operating engineer servicing and operating the following listed machines: Air Compressors, Generators, Mechanical Heaters, Small Electric Winches, Welding Machines, Pumps and Steam Generators shall not be counted as employees in the bargaining unit determining the number of men in the bargaining unit requiring a Craft Foreman. The above provisions shall apply to all shift work done pursuant to the terms of this Agreement.

The Craft Foreman will receive Two Dollars (\$2.00) additional above Class I wages.

51. OPERATING ENGINEER LEAD MAN. The Employer may assign a member of the Bargaining Unit to act as a Lead Man. It shall be the duty of such individual to operate his assigned machine and keep the job running in an orderly fashion and to direct the daily assignments of the employees required on the operation to which the Lead Man is assigned. The Lead Man shall be compensated an additional One Dollar (\$1.00) per hour over and above his regular rate of pay for performance of such duties.

52. STEWARDS. The Union may select an employee on each shift of operation on a job or project to serve as a Job Steward. Where the size of the project makes it appropriate, the Union may appoint additional Job Stewards. In addition to his regularly assigned work, the Job Steward shall be permitted to perform during working hours the duties set forth in (a) of this paragraph. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow Job Stewards a reasonable amount of time for the performance of such duties.

The Job Steward shall be limited to and shall not exceed the following duties and activities:

Check the referral of each employee referred under the terms of this Agreement to his Employer before such employee commences work or as soon thereafter as practical.

Report to his Business Representative all violations of this Agreement.

Report to his Business Representative any employee covered by this Agreement who, during the shift, leaves the job site without giving the Employer and the Job Steward prior notice.

53. GENERAL PROVISIONS. This Agreement covers the entire understanding between the parties hereto. No oral or written rules, regulations or understandings not incorporated herein will be of any force or effect upon any party hereto. It is agreed by the parties that periodic meetings shall take place between the negotiators of this Agreement to discuss any differences in interpretation and enforcement of the Collective Bargaining Agreement. However, it is to be understood that such meetings are not a substitute for the arbitration proceedings specified in Paragraph 10 of this Agreement.

54. CONSTRUCTION INDUSTRY RESEARCH and SERVICE TRUST FUND

Effective April 1, 2022, the Employer shall pay twenty-five cents (\$0.25) per hour for each hour for which employees and supervisors receive wages under the terms of this Agreement into the Construction Industry Research and Service Trust Fund.

Effective April 1, 2023, the Employer shall pay thirty cents (\$0.30) per hour for each hour for which employees and supervisors receive wages under the terms of this Agreement into the Construction Industry Research and Service Trust Fund.

The Construction Industry Research and Service Trust Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois 60525 or at such other places designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purposes not later than the tenth (10th) day of the following month. The contributions to the aforesaid Construction Industry Research and Service Trust Fund shall not constitute or be deemed wages due to the employee.

It is understood and agreed that the Company shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Construction Industry Research and Service Trust Fund, and all amendments heretofore or hereafter thereto, as though the same were fully incorporated herein. If payment of contributions as defined above is not received by the Fund Office by the twentieth (20th)

day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, and any other costs of collection.

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 168 hours each month, twelve (12) months a year for any month in a year in which the Supervisor performs work as a Supervisor for the company and is paid a salary for any portion of the month based on the contribution rate established herein, for employees.

The parties recognize that individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation/Employer, or
- B. Is a 15% or greater owner of an LLC or the equivalent thereto; or
- C. Is a relative (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law) of a shareholder, officer and/or director of the corporation/Employer

The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135).

Corporate officers, shareholders and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from obligations of Paragraph 31 and Paragraph 44, Regular Assigned Engineers of this Agreement.

55. SAVING CLAUSE. Any provisions contained herein that is contrary to or in violation of the Labor-Management Relations Act of 1947, or of any Federal or State law now in force or hereinafter enacted or hereafter becoming effective shall be void and of no force or effect, and this contract shall be construed as if said void provision herein were not a part thereof, it being intended, however, that the other provisions of this contract shall not be affected thereby. It is further agreed that should compliance with any Federal or State Law, or amendment thereof, of any order, decision, or regulation issued there under, now or hereafter in force and effect, prohibit the carrying out of any of the provisions of this Agreement, then to the extent of such deviation or prohibition, this Agreement shall be deemed to have been automatically amended, effective on the effective date of such law, order, decision or regulation. Such amendment to this contract shall remain in effect only so long as said law, amendment, order, decision, or regulation continues in force, or until the expiration of this Agreement, which ever event shall first occur.

56. SCHEDULE "A". Employees employed on the named machines or classifications as set out in this Schedule "A" shall be employed at the rate per hour for wages, health & welfare, vacation savings and pension as hereinafter shown in Groups I through V and the Apprentice Schedules.

GROUP I

*Craft Foreman

**Operating Engineer Lead Man

Air Compressors in manifold with throttle valve

Asphalt Plant Engineer

Auto Grade or similar type machine

Auto Patrol

Automatic Sub-Grader

Backhoe on Farm Type Tractor 45 H.P. & Over

Ballast Regulator (R.R.)

Barrier Wall Machine

Batch Plants (Concrete & Asphalt)

Bituminous Mixer

Bituminous Paver

Bituminous Plant Engineer

Boring Machine

Bull Dozer

Caisson Drilling Machine

Cherry Picker

Chip Spreader

Concrete Mixer 21 cu. ft. or over

Concrete Belt Placer

Concrete Paver

Concrete Pump (Truck Mounted)

Concrete Saw (Track Mounted)

Concrete Spreader (Power Driven)

Core Drilling Machine

Crane, Derrick with any attachment incl. but not limited to clamshell, dragline, shovel, backhoe, etc.

***Crane, self-erecting towers; including Overhead/Gantry

Curb Machine

Gutter Machine

Dredge Engineer

Dredge Operator

Drilling Machine on which the drill is an integral part

Earth Mover-rubber tired (paddle wheel, 615, 631, TS-24 or similar type)

Earth Mover-rubber tired tandem (50 cents per hr. additional for each bowl)

Elevating Grader

Fork Lift

P.C.C. Formless Paver

Gradall

Gravel Processing Plant (portable)

Operator of Guard Rail Post Driver

Highlift Shovel (1 1/2 cubic yard or over)

Frame

Hoist (2 drums & over)

Helicopter Crew
 Hydraulic Boom Truck
 Hydraulic Excavator
 Hydro Excavator (Self Propelled)
 Loader-Self Propelled (Belt-Chain-Wheel)
 Laser Screed
 Locomotive Operator
 Mechanic
 Mucking Machine
 P.C.C. Concrete Belt Placer
 Panel Board Concrete Plant (Central Mix Type)
 Paver - Hetherington
 Pavement Breaker
 Pile Driver-Skid or Crawler
 Road Paving Mixer
 Rock Breaking Plant
 Rock Crushing Plant (Portable)
 Roller- Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface
 Roller with Dozer Blade
 Road Widener
 RootRake, Tractor Mounted
 Ross Carrier
 Roto Mill Grinder
 Self-propelled Widener
 Stump Remover
 Surface Heater & Planer
 Tandem Push Tractor (50 cents hr. additional)
 Tractor - Boom, Winch, or Hoe Head
 Tractor - Push
 Tractor with Scoop
 Tractor Mounted Spreader
 Traffic Barrier Transfer Machine
 Tree Mover
 Trench Machine (Over 24")
 Tug Boat Operator
 Well Drilling Machine
 Widener (Apsco or similar type)
 Winch Truck with A Frame

| GROUP I | <u>4/1/22</u> | <u>4/1/23</u> |
|----------------|----------------------|----------------------|
| RATE | \$32.85 | \$33.90 |
| H & W | \$16.80 | \$17.30 |
| RMSP | \$3.45 | \$3.65 |
| PENSION | \$9.65 | \$9.95 |
| REF | \$0.35 | \$0.70 |
| VACATION | \$1.00 | \$1.00 |
| TRAINING | \$1.05 | \$1.15 |
| ICIAF | \$0.13 | \$0.13 |
| CIRSF | \$0.25 | \$0.30 |
| SAT | \$0.03 | \$0.03 |
| GROSS | \$65.56 | \$68.11 |

*Will receive an additional Two Dollars (\$2.00) above the Group I rate of pay.

**Will receive an additional One Dollar (\$1.00) above the Group I rate of pay.

***Any apprentice who has obtained national certification (OECF), and is assigned to operate a crane, shall be compensated the same as a journeyman.

GROUP II

Air Compressor with Throttle Valve or Clever Brooks Type Combination

Backfiller

Farm Type Tractor under 45 H.P.

Bull Float (Bidwell Mach.)

Chip Spreader (self-propelled)

Concrete Pump (Trailer Type)

Concrete Mesh Depressor-independently operated

End Loader Under 1 1/2 cu. yd.

Excavating Loader-Portable

Finishing Machine and Bull Float

Guniting Machine

Hydraulic Power Unit

Head Greaser

Mesh or Steel Placer

Multiple Tamping Backhoe on

Machine (R.R.)

+Off Road Hauling Units (including articulating)

Refrigerating Machine-operation

Sheepfoot Roller (self-propelled)

Tamper-Multiple Vibrating Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface

Trench Machine 24" & under

Tube Float

Water Pull/Wagon

Welder

++ Low Boy

| GROUP II | <u>4/1/22</u> | <u>4/1/23</u> |
|-----------------|----------------------|----------------------|
| RATE | \$31.25 | \$32.30 |
| H & W | \$16.80 | \$17.30 |
| RMSP | \$3.45 | \$3.65 |
| PENSION | \$9.65 | \$9.95 |
| REF | \$0.35 | \$0.70 |
| VACATION | \$1.00 | \$1.00 |
| TRAINING | \$1.05 | \$1.15 |
| ICIAF | \$0.13 | \$0.13 |
| CIRSF | \$0.25 | \$0.30 |
| SAT | \$0.03 | \$0.03 |
| GROSS | \$63.96 | \$66.51 |

+This wage classification becomes effective April 1, 2000 and may apply only when Employers have determined to assign the operation of such machinery to employees represented by Local 150.

++This wage classification becomes effective April 1, 2006 and may apply only when Employers have determined to assign the operation of such machinery to employees represented by Local 150.

GROUP III

Assistant Plant Engineer
 Base Paver (Jersey or similar type machine)
 Concrete Finishing Machine
 Concrete Mixer-less than 21 cu. ft.
 Farm Tractor-incl. farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less
 Fireman (on boiler)
 Hoist (one drum)
 Operator, 3-5pcs. of minor equipment
 Paving Breaker
 Power Broom Self-propelled
 Sub-Surface Material Distributor
 Power Saw-Concrete (Power Driven)
 Roller (Earth & Sub-Base material)
 Skid Steer Loader
 Slurry Seal Machine
 Spike Machine (R.R.)
 Tamper-Multiple Vibrating-Earth & Sub-Base material
 Throttle Valve
 Throttle Valve and Fireman Combination on horizontal or upright boiler
 Tractair with Drill
 Well Point

| GROUP III | <u>4/1/22</u> | <u>4/1/23</u> |
|-----------|---------------|---|
| RATE | \$29.95 | \$31.00 |
| H & W | \$16.80 | \$17.30 |
| RMSP | \$3.45 | \$3.65 |
| PENSION | \$9.65 | \$9.95 |
| REF | \$0.35 | \$0.70 |
| VACATION | \$1.00 | \$1.00 |
| TRAINING | \$1.05 | \$1.15 |
| ICIAF | \$0.13 | \$0.13 |
| CIRSF | \$0.25 | \$0.30 |
| SAT | \$0.03 | \$0.03 |
| GROSS | \$62.66 | \$64.21 |

NOTE: The correct total is
 \$65.21. GS 2022-05-10

GROUP IV

Air Compressor
 Assistant to Engineer-Oiler
 Bituminous Patching Tamper
 Belt Spreader
 Broom & Belt Machine
 Chair Cart (Self-propelled)

Coleman Type Screen
 Conveyor (portable)
 Deck Hand
 Digger Post Hole (Power Driven)
 Form Grader
 Form Tamper (motor driven)
 Generator
 Grease Helper
 Hetherington Driver
 Hetherington Helper
 Hydra Seeder
 Mechanics Helper
 Mechanical Heater
 Operator, 2 pieces of minor equipment
 Outboard or Inboard Motor Boat
 Power Curing Spraying Machine
 Pug Mill
 Pull Broom (Power Type)
 Seaman Tiller
 Straw Blower or Brush Mulcher
 Striping Machine, Paint (motor driven)
 Sub Grader
 Tractaire
 Tractor (below 50 H.P.)
 Truck Crane Oiler
 Spreader
 Water Pump

| GROUP IV | <u>4/1/22</u> | <u>4/1/23</u> |
|-----------------|----------------------|----------------------|
| RATE | \$28.55 | \$29.60 |
| H & W | \$16.80 | \$17.30 |
| RMSP | \$3.45 | \$3.65 |
| PENSION | \$9.65 | \$9.95 |
| REF | \$0.35 | \$0.70 |
| VACATION | \$1.00 | \$1.00 |
| TRAINING | \$1.05 | \$1.15 |
| ICIAF | \$0.13 | \$0.13 |
| CIRSF | \$0.25 | \$0.30 |
| SAT | \$0.03 | \$0.03 |
| GROSS | \$61.26 | \$63.81 |

Combination rate shall mean fifty cents (\$0.50) per hour above the basic hourly rate of pay.

APPRENTICESHIP WAGES AND FRINGE BENEFIT RATES
FRINGE BENEFITS FOR FIRST AND SECOND YEAR APPRENTICES

| | <u>4/1/22</u> | <u>4/1/23</u> |
|----------|---------------|---------------|
| H & W | \$16.80 | \$17.30 |
| RMSP | \$3.45 | \$3.65 |
| PENSION | \$7.80 | \$8.10 |
| REF | \$0.35 | \$0.70 |
| VACATION | \$0.50 | \$0.50 |
| TRAINING | \$1.05 | \$1.15 |
| ICIAF | \$0.13 | \$0.13 |
| CIRSF | \$0.25 | \$0.30 |
| SAT | \$0.03 | \$0.03 |

FRINGE BENEFITS FOR THIRD AND FOURTH YEAR APPRENTICES

| | <u>4/1/22</u> | <u>4/1/23</u> |
|----------|---------------|---------------|
| H & W | \$16.80 | \$17.30 |
| RMSP | \$3.45 | \$3.65 |
| PENSION | \$9.65 | \$9.95 |
| REF | \$0.35 | \$0.70 |
| VACATION | \$1.00 | \$1.00 |
| TRAINING | \$1.05 | \$1.15 |
| ICIAF | \$0.13 | \$0.13 |
| CIRSF | \$0.25 | \$0.30 |
| SAT | \$0.03 | \$0.03 |

WAGE RATES FOR APPRENTICES

| | <u>4/1/22</u> | <u>4/1/23</u> |
|-------------------------|---------------|---------------|
| First Year | \$24.25 | \$25.30 |
| Second Year | \$25.60 | \$26.65 |
| 1st half of Third Year | \$27.05 | \$28.10 |
| 2nd half of Third Year | \$28.50 | \$29.55 |
| 1st half of Fourth Year | \$29.95 | \$31.00 |
| 2nd half of Fourth Year | \$31.40 | \$32.45 |

Any apprentice who has obtained national certification (OECF), and is assigned to operate a crane, shall be compensated the same as a journeyman.

57. MEMORANDUM OF UNDERSTANDING - MARKET RECOVERY AGREEMENT.

THIS AGREEMENT is made and entered into by and between INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 AND Highway, Heavy, and Utility Division – Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) for the purpose of making the contractors signatory to this Agreement more competitive in a market that is now beyond the realm of possibility and to create added jobs for the unemployed members of International Union of Operating Engineers Local 150.

It is agreed the wage rates for work being performed and defined in Groups I, II, and III of Schedule “A” of the Collective Bargaining Agreement titled “Heavy and Highway” and hereinafter referred to as “Master Agreement” negotiated by and between International Union of Operating

Engineers Local 150 and Highway, Heavy, and Utility Division – Indiana Constructors, Inc. –Labor Relations Division (ICI-LRD) shall be eighty percent (80%) of the Group I negotiated rate plus 100% fringe benefit package as defined in the Master Agreement. Work being performed and defined in Group IV and V of the Master Agreement shall remain at the negotiated rate defined in the Master Agreement.

This Memorandum of Agreement does not include projects having a predetermined wage setting or project with bid price of more than \$150,000 deemed to be advantageous by both parties to do so and with five (5) days notice to the Union and followed by written notice of the Contractor's intentions to bid such project, said project may be within the scope and intent of the Agreement. Examples of this work are: Small Parking Lots such as Fast Food Restaurants, Churches, Convenience Stores, Tennis Courts, Service Stations, Basketball Courts, Private Drives for Homes, Small County Bridges, Patching Chuck Holes, Chip and Seal, Snow Removal, etc. This list may be modified by mutual consent of International Union of Operating Engineers Local 150 and Highway, Heavy, and Utility Division – Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD).

Provided that if a Market Recovery Agreement is reached between Highway, Heavy, and Utility Division – Indiana Constructors, Inc. – Labor Relations Division and any other craft performing work on said project then the percentage rate paid to the Operating Engineer covered by this memorandum shall be not less than that paid to any other craft. The Union may cancel this Agreement as to a particular contractor if in its sole judgment the Union believes the said contractor has violated or abused this Agreement, the difference of opinion shall be settled in accordance with Paragraph 10, (Grievance and Arbitration) of the Master Agreement. All other terms and conditions of the Master Agreement shall apply.

This Agreement shall not apply to projects already in progress nor to projects having been bid prior to the signing of same.

It is agreed this Agreement shall be subject to review on or before March 1, 2011 by a Committee of six (6), three (3) being from International Union of Operating Engineers Local 150 and three (3) being from Highway, Heavy, and Utility Division – Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) for the purpose of determining the value and effectiveness of said Agreement. If it is determined by either party this Agreement has not been effective in making the signatory contractors more competitive in this Market Place and produced more employment for the members of International Union of Operating Engineers Local 150, then this Agreement may be revised for the purpose of making it more effective or it may be canceled March 31, 2011. If proven effective, then these conditions shall be extended from year to year subject to Committee review and recommendation on or before March 1 of each succeeding year.

The parties agree to meet quarterly to discuss marketplace conditions and issues. It is also suggested this Committee meet each four (4) months of this agreement for discussion and evaluation.

The Union agrees that it will continue to work with signatory contractors on a project by project basis to afford them relief from certain provisions of the contract where doing so will enable such contractors to be as competitive as they need to be in the marketplace. CRAFT COMPETITION COMMITTEE. The Unions and the Association together shall create a Competition Committee. This Committee shall consist of an equal number of members representing the Employer and Unions with no less than two (2) persons from each group. The Unions and/or Association may appoint alternate members.

The purpose of the Competition Committee is to monitor non-union competition in the industry. The Committee shall take those steps necessary to keep parties to the Agreement competitive in the market area covered by the geographical boundary of the Agreement.

58. SUBSTANCE ABUSE TESTING PROGRAM

- A. Each Employer agrees to pay the Substance Abuse Testing Program (SAT) the amount per hour as set forth in Schedule "A" for each hour worked or paid for by each employee working under this agreement.
- B. The contributions to the SAT Program shall be deposited each month, or at such other regular intervals as may be determined by the Highway, Heavy, and Utility Division – Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) ("Association") to the depository designated by the Association and such contributions shall be reported on such forms as may be designated by the Association.
- C. The Employer hereby agrees that the designated representative of the Association shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of collection including reasonable attorney's fees incurred by the Association.
- D. It is expressly agreed and understood that no Employee, Employer, or Union has any vested or proprietary interest in or right to any sum constituting a part of such Substance Abuse Testing Program.
- E. Each Employer who participates in the ICI SAT Program will be required to contribute to the Indiana Constructors Industry Advancement Fund (ICIAF).
- F. The activities shall be determined by the ICI SAT Program and shall be financed from the payments provided for herein. The Employer expressly ratifies and adopts the ICI SAT policy. By execution of this Agreement, the Employer ratifies all actions taken by the ICI SAT Program within the scope of its authority.

SUBSTANCE ABUSE TESTING PROGRAM

I. POLICY STATEMENT All signatory Employers to this Agreement and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees covered by this Agreement.

II. DEFINITIONS

- a. Accident – Any event resulting in injury to a person or property to which an employee contributed as a direct or indirect cause.
- b. Accredited Laboratory – A laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for testing of Prohibitive Items & Substances.
- c. Adulteration – To degrade a test sample by substitution or addition of other ingredients in an effort to mask the presence of unauthorized drugs. An adulterated test shall be considered a positive test.

- d. Diluted Sample – Urine samples which the laboratory reports as unacceptable with regards to measured levels of creatinine or specific gravity will be considered diluted samples. The employee shall be required to provide another urine sample for testing.
- e. Employees – All individuals who are covered by this Agreement, provided that individuals referred for employment by the Union under the hiring provisions of the Agreement are considered “Applicants” until they are hired and put to work by the Employer.
- f. “10-panel US DOT” Approved Test – Describes a laboratory test conducted by a SAMHSA certified laboratory for the presence of one or more of the five drugs or classes of drugs described under the definition of “prohibited items and/or substances” and listed in Section IV.1.b. of the ICI SAT Program.
- g. Incident – An event which has all the attributes of an accident, except that no harm was caused to person or property.
- h. “Medical Review Officer (MRO)” – The MRO is a licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate positive substance abuse test results together with the individual’s medical history and any other relevant biomedical information. The MRO is the individual responsible for receiving laboratory results.
- i. Not Suitable for Testing – A urine sample that the Medical Review Officer (MRO) determines as not meeting the requirements for a valid test. After consultation with the employee, a retest may be required.
- j. Premises – All construction job sites for which the Employer has responsibility. This includes all job areas, offices, facilities, land, buildings, structures, and all company vehicles used in the performance of covered work.
- k. Probable Cause – Probable cause shall be defined as observable abnormal or erratic behavior such as noticeable imbalance, incoherence, and disorientation.
- l. Prohibited Items and/or Substances – Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, drug paraphernalia in the personal possession of or being used by an employee on the premises. Also prohibited is alcoholic beverages being consumed by an employee on the premises.
- m. Random Test – An unannounced test pursuant to an objective method for selection. Cost of such testing will be paid for by the Indiana Constructors, Inc. Substance Abuse Testing Program (ICI SAT Program).
- n. Rehabilitation Program – An Employer approved confidential counseling service, designed to help employees resolve problems that involve alcohol or drug abuse, staffed by certified and credentialed human services professionals.

- o. Reinstatement – Refers to the requirements that a person who tested positive for prohibited items and/or substances under the ICI SAT Program must satisfy before he is eligible to return to work.
- p. Retest – A second separate test necessitated by an adulterated or intentionally diluted sample or a test considered not suitable for testing. A retest that is considered as an adulterated or a diluted sample (whether diluted intentionally or unintentionally), or as a test not suitable for testing shall be considered a positive test. Costs of retesting necessitated by an unintentionally diluted and/or a test considered not suitable for testing will be paid for by the ICI SAT Program. Costs of retesting an adulterated or intentionally diluted sample will be paid for by the individual.
- q. Substance Abuse Professional (SAP) – A SAP is a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of disorders relating to alcohol and drug abuse.
- r. Test – Is defined as the collection of an individual's urine specimen and the subsequent 10-panel_US DOT analysis of that specimen, in accordance with federal standards. For alcohol, a test is defined as the collection and analysis of an individual's breath specimen in accordance with federal standards; most often a specimen analyzed by a breathalyzer listed on the US DOT's Conforming Products List.

III. CONFIDENTIALITY.

- a. All parties to this program should encourage any employee with a substance abuse problem to accept assistance in dealing with the problem. All parties will take the necessary actions to assure the problem is handled in a confidential manner.
- b. When a test is required, the specimen will be identified by a code number associated with a Chain of Custody Form to insure confidentiality of the employee. The employee must witness this procedure.
- c. Results will be reported to the Employer and the Union by the MRO.

IV. RULES - DISCIPLINARY ACTIONS – GRIEVANCE PROCEDURES

- 1. **RULES** – All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - a. Use, possess, dispense or receive prohibited substances on or at the job site, or during working hours.
 - b. Report to work with above the measurable amount of the following prohibited substances in their system.

| Initial test analyte | Initial test cutoff | Confirmatory test cutoff concentration |
|--------------------------------------|---------------------|--|
| Marijuana metabolites | 50 ng/mL | 15 ng/mL |
| Cocaine metabolite (Benzoylecgonine) | 150 ng/mL | 100 ng/mL |
| Codeine/Morphine | 2000 ng/mL | 2000 ng/mL |
| Hydrocodone & Hydromorphone | 300 ng/mL | 100 ng/mL |
| Oxycodone & Oxymorphone | 100 ng/mL | 100 ng/mL |
| 6-Acetylmorphine | 10 ng/mL | 10 ng/mL |
| Phencyclidine (PCP) | 25 ng/mL | 25 ng/mL |
| Amphetamines | 500 ng/mL | 250 ng/mL |
| Methamphetamine | 500 ng/mL | 250 ng/mL |
| MDMA (Ecstasy) | 500 ng/mL | 250 ng/mL |
| Barbiturates | 300 ng/mL | 200 ng/mL |
| Benzodiazepines | 300 ng/mL | 300 ng/mL |
| Methadone | 300 ng/mL | 300 ng/mL |
| Propoxyphene | 300 ng/mL | 300 ng/mL |
| Ethanol (Alcohol) | .04% w/vol | .04% w/vol |

New drugs may be added as they are determined to be illegal or considered to be prohibited items and/or substances by mutual agreement.

2. **DISCIPLINE** – When the Employer has probable cause to believe an employee is under the influence of a prohibited substance, for reason of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay subject to the test results.

If the test results prove negative, the employee shall be returned to work with back pay. In all other cases:

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who refuse to cooperate with testing procedures will be subject to immediate termination. If an individual does not provide a suitable specimen within two hours (2 hours), it will be considered a refusal and treated as a positive test result and the individual will be subject to immediate termination.
- c. Employees found to be in the possession of prohibited items and/or substances will be terminated.
- d. Employees found selling or distributing prohibited items and/or substances will be terminated.
- e. Employees who test above the measured amount of prohibited items and/or substances as provided for in IV.1.b. while on duty, or while operating a company vehicle, will be subject to termination.

- f. First Positive Test Result: The provisions below apply to an employee who is tested pursuant to this policy and who receives a positive test result.
- 1) Consequence for First Positive Test Result: The employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
 - 2) Reinstatement: Employee is not eligible for work until he has taken, at his own expense, a "10-panel US DOT" approved test, at an approved clinic and the results of this test have been analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b. and the ICI SAT Program, Union and Employer have received the certified negative test results.
 - 3) Sporadic Testing of Reinstated Employees: A reinstated employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.
- g. Second Positive Test Result: The provisions below apply to an employee who has previously tested positive, and tests positive a second time pursuant to such random testing, sporadic testing or any other testing under this policy:
- 1) Consequence for Second Positive Test Result: The employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
 - 2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed an SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT Program, Union and Employer have received the results of a "10-panel US DOT" approved test, a copy of the letter written by the SAP and a copy of the rehabilitation program successful completion letter, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.
 - 3) Sporadic Testing of Reinstated Employees: A reinstated employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.
- h. Third and Additional Positive Test Results: The provisions below apply to an employee, who tests positive three or more times pursuant to such random testing, sporadic testing or any other testing under this policy:
- 1) Consequence for Third and Additional Positive Test Results: The employee is subject to immediate termination upon notice to the Employer by the MRO,

of the positive test result and he will not be eligible for reinstatement for a period of six (6) months from date of the positive test.

- 2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed a SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT Program, the Union and Employer have received the results of a "10-panel US DOT" approved test, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.
 - 3) Sporadic Testing: A reinstated employee, who has previously tested positive three (3) or more times, is subject to unscheduled sporadic testing for two (2) years from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.
 3. Prescription Drugs – Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Employer will consult with the employee to determine if a reassignment of duties is necessary. If a reassignment is not possible, the employee will be relieved of duties until released as fit for duty by the prescribing physician, at which time the employee shall be reinstated to his former employment status if work for which he is qualified is available at that time.
- If the employee is tested and the test is positive, and the employee has not previously informed the Employer of the use of prescription drugs, the employee may be suspended for two weeks and is subject to unscheduled sporadic testing for six months.
4. Grievance – All aspects of this program shall be subject to the grievance procedure spelled out in the Collective Bargaining Agreement.

V. DRUG/ALCOHOL TESTING. The parties to this program agree that under certain circumstances the Employer will find that it is necessary for testing to be conducted for prohibited items and/or substances pursuant to the following procedures.

- A A pre-employment drug and alcohol test may be administered to all Applicants without a valid ICI SAT identification card. The Applicant will be placed on the payroll and put to work pending receipt of the drug and alcohol test. Such employment shall be probationary in the sense that continued employment of the individual shall be contingent upon successful passage of the drug and alcohol test.
- b. All employees shall be subject to random testing.

- c. A test may be administered in the event there is probable cause to believe that the employee has reported to work under the influence of a prohibited item and/or substance or is or has been under the influence of a prohibited item and/or substance while on the job; or the employee has violated this drug program. During the process of establishing probable cause for testing, the employee has the right to request his on-site steward to be present, if available.
- d. Testing may be required if an employee is involved in a work place accident/incident or injury.
- e. Employees may also be tested on a voluntary basis.
- f. Sporadic testing as provided for in IV.2. may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a two (2)-year period. Each Applicant or employee to be tested will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Applicant or employee refuses to sign a consent form authorizing the test, ongoing employment by the Employer will be terminated.

The employee shall be paid for the time lost for the following tests to be conducted, only if the test results are negative, Random, Post Accident, Incident, and Probable Cause.

The Employer will permit the employee who is required to take a drug test to obtain a "split sample," and the employee may request the laboratory to send the "split sample" to an accredited laboratory of his choosing, at his own expense, as described in IV.2. The test result of the split sample must be released to the Employer within a maximum of five (5) working days. If the split sample test result is negative, the employee may be returned to work on the same job site providing work for which he is qualified is still available. Any employee who successfully challenges the accuracy of a positive test result shall be reimbursed for his cost for the second testing and any time loss from work up to a maximum of five (5) work days. If the split sample tests positive, then the employee shall be subject to immediate termination.

Drug and alcohol testing will be conducted by an accredited laboratory, and may consist of either blood or urine tests, or both, as required. Blood tests (for drugs and alcohol) will be utilized for post accident investigation only if a urine or breathalyzer test cannot be administered.

VI. IDENTIFICATION CARD.

- a. An ICI SAT identification card will be issued to each person who tests negative in a valid test. The card will contain the Applicant's name, photo and a unique ICI SAT database identification number. The ICI SAT card will be valid until the employee tests positive. The employee shall carry their valid ICI SAT card whenever they are on a job. Failure to produce the ICI SAT card on request by the Employer or their agent may cause the employee to be suspended until the card is presented or until it is verified by the testing agency that the employee's last test was negative. Replacement of a lost or damaged ICI SAT card shall be at the employee's expense.
- b. New hires, with an ICI SAT identification card. If an Applicant has a valid employee ICI SAT card they will present the card for photocopying to the prospective Employer when they present themselves for employment. The Employer shall have the right to

further validate the ICI SAT card by contacting the agency responsible for insuring the employee's ICI SAT card is presently valid. The Applicant will be placed on the payroll and put to work pending receipt of the result of the inquiry. Employment shall be probationary and continued employment of the individual shall be contingent upon the validity of the employee's ICI SAT card being verified. The Employer shall have three days to validate the ICI SAT card. If the ICI SAT card is invalid the employee will have no right to continued employment and may be terminated.

- c. New hires, without an ICI SAT card. If the Applicant does not have a valid ICI SAT card, employment shall be probationary and continued employment shall be contingent upon successful passage of the drug and alcohol test.
- d. When tested for any reason, the employee will surrender the ICI SAT card to the testing agent. If the test is negative, the employee's valid ICI SAT card will be sent to the employee. If the test is positive, the ICI SAT card will not be returned.

VII. **REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM.**

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he may have a substance abuse problem, the Employer may assist in locating a suitable SAP and rehabilitation program for treatment. The Employer will inform the employee that medical benefits may be available under the Health and Welfare Program.

If treatment necessitates time away from work, the Employer may provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program may be reinstated to his former employment status if work for which he is qualified is available at that time. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this program.

- VIII. **COST** - Except as previously noted the costs of the tests associated with the program will be paid for by the Employer. The cost of a rehabilitation program and consultation with a SAP will be the responsibility of the employee.

59. RE-OPENER. The new agreement effective April 1, 2022 through March 31, 2024 may be reopened to negotiate adjustments in economics, if and when Federal Davis Bacon Law or the Indiana State Prevailing Wage Law is repealed or modified to the extent that it would be a detriment to signatory contractors in being competitive on Highway, Bridge, Utility and Railroad projects.

It is agreed that prior to re-opening the agreement either party may request, in writing, a joint meeting between the "Employers" and the "Union". This meeting shall take place within seven (7) days. After seven (7) days if no agreement has been agreed upon, then anytime thereafter a five (5) day advanced written notice may be given of desire to re-open the contract by either party.

The parties shall have sixty (60) days from that date of notice to reach an agreement. If at the end of the sixty (60) day period no agreement has been agreed upon, the contract shall expire on April 1. Each party shall have reserved to itself its' full economic and legal options, including but not limited to strike or lockout.

60. EFFECTIVE DATE. The terms and conditions of this Agreement shall be in full force and effect from April 1, 2022, and when ratified by a majority of the members of the Highway, Heavy, and Utility Division – Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) who have authorized said organization and its Labor Committee to bargain with Local Union 150, and its duly authorized representatives and when ratified by said Operating Engineers Local and signed by both parties and continued for the period next ensuing, expiring as of March 31, 2024. In case either Party to this Agreement wishes to change the Agreement, at least ninety (90) days notice in writing shall be given to the other party prior to the expiration date, which is March 31, 2024. If such notice is given, the parties will meet not less than ninety (90) days prior to the expiration date for the purpose of commencing negotiations for a new Agreement. In case no notice is given by either party, this Agreement shall continue in effect year after year until such notice is given at least ninety (90) days prior to any anniversary date, subsequent to the expiration date.

THIS AGREEMENT has been ratified, signed and sealed as of the 19th day of April 2022 by the following:

Anlaan Corporation
Brooks Construction Co., Inc.
CE Hughes Milling, Inc
Crackers Demo, LLC
C-Tech Corporation, Inc.
E & B Paving, Inc.
Earth Images, Inc.
Feutz Contractors, Inc.
Fox Contractors Corp.
Gradex, Inc
Grand River Construction, Inc.
Grimmer Construction, Inc.
Hasse Construction Company, Inc
Hi-Way Paving, Inc.
HIS Constructors, Inc.
Insituform Technologies USA, LLC
The Hoosier Company, Inc.
James H. Drew Corporation
Kokosing Industrial, Inc.

LaPorte Construction Co., Inc.
McCrite Milling & Construction Co., Inc.
Mid America Milling Co., LLC.
Midwest Mole, Inc
Milestone Contractors, L.P.
Milestone Contractors North
Miller Bros. Const, Inc
Pemberton Davis Electric, Inc.
Phend & Brown, Inc.
Poindexter Excavating, Inc.
Pontem Contractors, Inc.
R. L. McCoy, Inc.
Rieth-Riley Construction Co., Inc.
Slusser's Green Thumb, Inc.
Specialties Company, LLC

SUBSTANCE ABUSE TESTING PROGRAM

**AUTHORIZATION FOR CONSENT TO DRUG AND ALCOHOL ANALYSIS
AND
AUTHORIZATION FOR RELEASE OF RESULTS**

I, the undersigned _____, do hereby authorize the testing of my body fluids and/or breath for employment reasons and understand and agree that the results of any such testing will be turned over to the Employer and the Union, further that the testing procedures will be limited to tests for prohibited and illegal drugs and controlled substances and alcohol.

I understand that the results of these tests may be used for employment and disciplinary reasons and hereby authorize the release of such information from the laboratories to the designated Employer and Union representatives.

I further certify that any urine specimen collected from me is mine and not adulterated or altered in any manner.

I have been advised that matters affecting me relative to the interpretation or application of the Drug Policy are subject exclusively to the grievance and arbitration procedure under my Collective Bargaining Agreement.

Signature of Prospective employee/Employee

Witness

Date

Time

Highway, Heavy, and Utility Division – Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD)
One North Capitol, Suite 1000
Indianapolis, Indiana 46204
317/472-6777


Richard Hedgecock, CAE, President

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

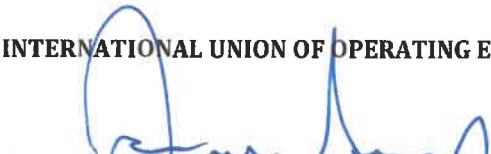
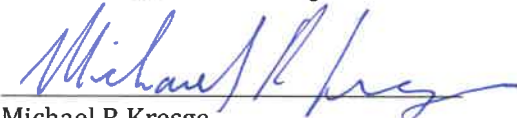
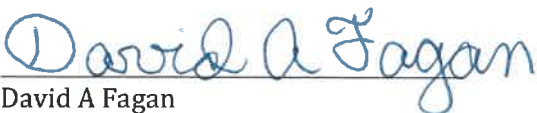

James M Sweeney
President-Business Manager
Michael R Kresge
Recording Corresponding Secretary
David A Fagan
Financial Secretary

EXHIBIT A
MEMORANDUM OF PRE-JOB CONFERENCE

The undersigned hereby agree that this job is covered by the terms of the current Agreement as executed by the International Union of Operating Engineers, Local No. 150 and the Employer.

Meeting Place _____ Date _____ Time _____

Contractor Rep. _____ Supt. _____

Type Project _____ Starting Date _____

Job Location _____

Field Office _____ Phone _____

Health & Welfare and Pension Discussed _____ Yes _____ No

Health & Welfare and Pension Forms to be Mailed _____ Yes _____ No

Health & Welfare and Pension Forms given to Employer at Pre-Job Conference ___ Yes ___ No

Sub Contractors

Excavating and Grading _____

Masonry _____ Concrete _____

Roofing _____ Mechanical _____

Structural _____ Painting _____

Equipment to be used on job or project

| No. | Type of Equipment | Approx. Starting Date |
|-------|-------------------|-----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Total _____

Bargaining Agreement _____

Highway Agreement _____

Underground Utility Agreement _____

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

Business Manager

Assistant Representative

FIRM NAMES

By _____

Title _____

Date _____

It was agreed as follows:

No. 1 Key man shall be used to fill the following classifications:

| No. | Type of Equipment | Approx. Starting Date |
|-------|-------------------|-----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Total | _____ | _____ |

No. 2 Except as in No. 1 above set out all other persons performing work of Operating Engineers on the above project will be secured through the appropriate Referral Office of Local Union No. 150 in accordance with the Agreement between Employer and Union.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

By _____

Title _____

Date _____

FIRM NAME

By _____

Title _____

Date _____

INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 150 MAIN OFFICE

6200 Joliet Road, Countryside, IL 60525
(708)482-8800

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 150 DISTRICT 6

1001 N Michigan Street, Lakeville, Indiana 46536
(574)784-3694

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 150 DISTRICT 7

2193 West 84th Place, Merrillville, IN 46410
(219)736-7710

TRAINING SITE AND APPRENTICESHIP OFFICE

19800 w South Arsenal Road, Wilmington, IL 60481
(815)722-3201

MIDWEST OPERATING ENGINEERS BENEFITS OFFICE

6150 Joliet Road, Countryside, IL 60525
(708)482-7300

Toll Free Numbers to Call:

Members in Indiana, Michigan, Wisconsin and Iowa
(800)323-3060

MIDWEST COALITION OF LABOR CREDIT UNION

6240 Joliet Road, Countryside, IL 60525
(708)482-9606

JAMES M SWEENEY
President-Business Manager

JEFF A HORNE
Vice President

MICHAEL R KRESGE
Recording Corresponding Secretary

DAVID A FAGAN
Financial Secretary

MARSHALL E DOUGLAS II
Treasurer

**Local 150 affiliated with the AFL-CIO and
Building Trades Department**

