

**WORKING AGREEMENT  
BY AND BETWEEN**

**BUILDERS CONSTRUCTORS  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 926**

Effective Dates  
July 1, 2019 through June 30, 2022

**PREAMBLE**

This Agreement (hereinafter "Agreement") is entered into by and between BUILDERS CONSTRUCTORS (hereinafter "the Employer") and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 926 (hereinafter "the Union"). The purpose of this Agreement is to establish wage rates and working conditions for work performed by members of the Union for the Employer.

The parties intend that the total results of their understandings are embodied in this Agreement. The parties further intend that the terms of this Agreement apply only to work performed by members of the Union for the Employer.

**ARTICLE I  
Management of the Work**

- A. Except as expressly limited by the provisions of this Agreement and the Schedule A attached hereto, the Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.
- B. The Employer will be the sole judge in determining the competency of applicants and employees with the right to hire, reject, or terminate accordingly and will be responsible for determining a fair day's work for employees covered by the Agreement.
- C. The Employer shall be the sole judge as to the number of employees, foremen, and other supervisors required to perform the work and the number of employees to be assigned to any crew, operation, or piece of equipment.
- D. The selection of foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen, the Employer will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the Employer may select such individuals from other areas. Foremen shall take orders from the designated Employer representatives.
- E. Non-manual employees, including but not limited to clerical, engineering, layout, quality control, warehousing, custodial and security, are not covered by the Agreement and are recognized as Employer staff personnel.
- F. Any traditional management rights not expressly set forth in the Agreement are reserved for use by the Employer at the Employer's discretion.

**ARTICLE II**  
**Wage Rates and Benefits**

- A. Wage rates and fringe benefit contributions to be paid for employees on projects covered by this Agreement are set forth in Schedule A, which is made a part of this Agreement.
- B. The Union agrees that, in the event that they should grant more favorable wage rates to any person, firm, association or corporation than are provided by the Agreement on work covered by the Agreement, then this Agreement shall be automatically modified to grant the Employer the more favorable wage rates.
- C. "Climb Time" Time spent climbing up and down tower cranes shall be paid no less than actual time required, starting and ending at the base of the crane.
- D. The Employer agrees to recognize bonafide employee fringe benefits contained in Schedule A such as pension, health and welfare, and apprenticeship and training funds and will contribute to such funds in accordance with the rates established in the appropriate Schedule A.
- E. Industrial promotion or administrative funds which do not accrue to the direct benefit of employees are not considered fringe benefits and need not be paid by the Employer.
- F. Engineers and Oilers reporting on the job at work time shall receive a minimum of two (2) hours pay. If they are put to work, they shall be paid up to the regularly scheduled lunch period (4 or 4 ½ hours). Any work performed after lunch shall be paid on actual time worked. New employees reporting for work on the first day, time shall begin when employee reports to work contingent on passing a pre-employment drug screen/test and providing proper documentation for employment purposes. Show up time shall not apply if the pre-employment drug screen/test show positive results.
- G. Per Diem: When an overnight stay is required Operators will receive \$ 40.00 per day, as well as an agreed upon motel.

**ARTICLE III**  
**Hours of Work**

- A. Forty hours, Monday through Friday, shall constitute a regular work week, comprised, at the option of the Employer, of either:
  - (1) Five (5) eight (8) hour days, exclusive of half hour meal breaks, Monday through Friday.
  - or
  - (2) Four (4) ten (10) hours days, exclusive of half hour meal breaks, Monday through Thursday, with Friday as a make-up day at straight time, worked at the option of the Employer provided time is lost Monday through Thursday for any reason beyond the control of the Employer.

When Saturday is worked as a make-up day following time lost in the work week due to a holiday, time and one-half shall be paid. When the work week is four (4) ten (10) hours days, and Friday or Saturday is worked following time lost due to a holiday, time and one-half shall be paid.

- B. The work day shall start between the hours of 7:00 a.m. and 7:00 p.m. The starting time shall be between the hours of 7:00 a.m. and 8:30 a.m. but may be changed when mutually agreed upon.
- C. Shifts shall be worked and paid as follows: Second and Third shift shall receive 10% wage premium, above the wages listed in schedule A, on all hours worked.
- D. Overtime shall be paid for time worked before regular starting time unless a special shift is established for (4) four calendar days or longer.

Special Shifts may be established to conform to special job conditions and access to job. Employees on such shifts shall work eight (8) hours for eight (8) hours pay at straight time rates.

**ARTICLE IV**  
**Overtime and Holidays**

- A. Time and one-half (1 1/2) the base wage rate shall be paid for all time worked over eight (8) hours in any one shift or in one work day, or over forty (40) hours in any one week, Monday through Friday. When four (4) ten (10) hours shift are worked, time and one-half the base wage rate shall be paid for all time worked over ten (10) hours in any one shift or work day, or over forty (40) hours in any one week, Monday through Thursday.
- B. Employees with six (6) months of continuous service with the same employer working under the terms and conditions of this Agreement will receive six (6) paid Holidays. Paid Holidays shall be New Years Day, National Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
  - Time and one half the regular rate shall be paid for all hours worked on Saturday, unless during the same week the engineer has taken off voluntarily or is absent due to a fault of their own.
  - Time worked on Sunday or holidays shall be paid as double the base wage rate (double time). When a holiday falls on Saturday, it will be observed on the Friday prior to the holiday. When a holiday falls on Sunday, it will be observed on the following Monday.
- C. There shall be no pyramiding of overtime rates and double time shall be the maximum pay for any hour worked.

**ARTICLE V**  
**Recruitment of Trade Personnel**

- A. The Union shall maintain a central hiring hall for the orderly referral of applicants for employment. The Union shall exercise total control over the hiring hall and shall be solely responsible for its institutional structure and its operation. The Employer shall be held harmless in any issues arising from operation of the hiring hall, including but not limited to acts of discrimination, breach of law, liability and negligence.
- B. The Union agrees to furnish duly qualified applicants on a non-discriminatory basis and shall do so in accordance with the minority requirement of the various federal, state and municipal agencies having duly constituted authority. (inability to comply with these minority requirements shall not constitute a breach of this Agreement on the part of the Union). Upon request of the Employer, the Union shall furnish applicants in such numbers and classifications of work skill as required by the Employer in the manner and under the conditions specified in this Agreement. The Employer shall be the sole judge as to the qualifications of any applicant for employment.
- C. If, within twenty-four (24) hours following the request of the Employer for job applicants, the Union is unable to furnish, or withholds for any reason, requested job applicants, the Employer may hire from any source. In this event, however, the Employer shall promptly notify the trade of the persons so employed, giving names, Social Security numbers, job classifications and probable length of employment.
- D. NON-DISCRIMINATION: The Union and Employer mutually agree that they will not discriminate against anyone because of race, color, creed, age, sex, national origin and union membership in referrals and hiring, and do further agree that they will comply with all federal, state and municipal laws and regulations regarding equal opportunity employment. Whenever reference is made to gender in the Agreement, the same shall be interpreted and construed as including both male and female.

- E. The Employer shall have the right to employ directly by name and number of journeymen, foremen, and apprentices, provided, however, such individuals hired report to work with referrals from the hiring hall.
- F. It will be the responsibility of IUOE Local 926 JATP to provide Local 926 members the necessary training required of Operating Engineers by the Industry. The training will be done at the expense of the Joint Apprenticeship Training Program, (JATP), and the JATP will pay all cost associated, with a “if you pass we pay” policy as long as it is administered at the JATP Site. Requirements are Trenching and Excavating Safety Training Course, Level 1 Subcontractor Awareness Seminar, NCCCO, OECP, Forklift certification, MSHA, and OSHA 10.
- G. Crane Operators must hold current a certification from the Operating Engineers Certification Program (OECP), the National Commission for the Certification of Crane Operators (NCCCO) or an equivalent, \* and CDL if required. \* Equivalent Certifications must meet the rules and regulations governed by the National Commission for Certifying Agencies (NCCA). Any Crane Operator who does not possess an acceptable Crane Operator Certification will be paid at the Group B wage rate. (excludes Tower Crane)

**ARTICLE VI**  
**Project Working Conditions**

- A. Employees shall be at their work stations at the designated reporting time ready to work, with all personal tools and/or protective gear in their possession to perform the work assigned and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time.
- B. Lunch wagons and vending machines may not be permitted on the project nor will employees be allowed to bring items on the project for sale to other employees. Employees are expected to bring their own lunches and beverages for lunch. There shall be no organized coffee break or rest break periods during working hours. Employees may pause at the work place for coffee or cold drinks, provided they take their thermos bottles with them to the work place and do not interfere with the progress of the work.
- C. The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety regulations as established by the Employer or the Owner.
- D. The Employer may establish such other project rules as appropriate. These rules will be posted at the project site and may be amended by the Employer thereafter as necessary.
- E. The Union agrees that the Employer may make maximum use of apprentices on the project.
- F. The work week for payroll purposes will begin with the first or day shift on Monday morning and end on the following Monday morning (the work week may be modified by mutual consent). The employees shall be paid on Friday before quitting time for all work performed during the preceding work week. Any employee desiring to leave the job before the end of the day on Friday will wait until the next work day to be paid.

**ARTICLE VII**  
**Project Harmony**

- A. It is hereby agreed by the Union and the Employer that the Union will not resort to strikes (which include stoppages or slow-downs of work) during the life of this Agreement. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, honor, support or condone any strike, sympathy strike, slow-down, picketing, concerted work stoppage or any intentional interruption of production during the life of this Agreement by reason of any dispute or difference of opinion between the parties hereto, save and except the failure of either party to

abide by the terms of this Agreement as adjudicated by a competent state or federal court of final judgment after the exhaustion of all efforts to resolve the issue through arbitration procedures in Article VIII - Settlement of Disputes.

- B. Any employee or employees engaged in the above prohibited activities shall be subject to disciplinary action and/or discharge.
- C. The Employer agrees that there shall be no lockouts for the duration of this Agreement.
- D. The Union agrees that if any other union or group of employees engage in any picketing or work stoppage, the Union shall consider such actions as illegal and will refuse to honor such picketing or work stoppage.

## **ARTICLE VIII**

### **Settlement of Disputes**

- 1A. Jurisdictional Disputes - Work shall be assigned by the Employer based on economy, efficiency and Employer preference with consideration given to normal industry practices used to determine such matters. Once assigned by the Employer, such assignment will be performed by the Union and will remain unchanged unless changed by the mutual agreement of the Employer, and the Union who has work, and the union who claims the work.
- B. GRIEVANCES: Any differences arising between the Employer and the Union as to the meaning of interpretation of the provision of this agreement, with the exception of jurisdictional disputes, shall be resolved as follows:
  - (1) Within three (3) working days of the incident giving rise to the grievance, an attempted adjustment will be made at the local level between the Employer's job superintendent and the local Union Business Agent.
  - (2) If the grievance is not resolved within (5) working days of its presentation pursuant to Step (1) above, it shall be referred to the Business Manager of the Union and an executive officer of the Employer.
  - (3) If the grievance is not resolved within five (5) working days of its presentation pursuant to Step (2) above, it shall be referred to a board of arbitration composed of one arbitrator appointed by the Employer and one arbitrator appointed by the Union. Those two arbitrators shall immediately select a neutral arbitrator as chairman of the arbitration board. Should the two arbitrators fail to agree on the selection of the neutral arbitrator chairman, application shall be made to the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators. Upon its receipt, and within five (5) working days thereof, the parties will alternately strike (the first strike being selected by chance) until one arbitrator is left who will serve as chairman of the board. The board shall hear the grievance and deliver a final decision settling the dispute at issue not later than five (5) working days following the date of the final hearing. The decision of the arbitrators shall be in writing and delivered to the parties herein, but shall be final and binding only with respect to the issue or issues submitted by the parties.
  - (4) The arbitration board is limited to making a decision on the grievance in conformity with the provision of this Agreement and has no power to add to, subtract from, or modify the provision of this Agreement.
  - (5) The cost of the arbitration shall be borne as follows: Each side shall pay the expenses of its arbitrator and the losing side shall bear the expense of the neutral chairman.

**ARTICLE IX**  
**Owner Relations**

- A. The parties to this Agreement have a deep appreciation for the Owner and a respect for all the prerogatives and privileges of the Owner. It is the Owner who provides the work and the employment opportunities and it is the PLEDGE of the parties to satisfy the Owner's requirements and to develop a "repeat business" relationship.
- B. The parties recognize that many Owners have constructed facilities in Georgia to improve their employee relations and to avail themselves of the abundant labor supply in the state. The trades want to continue to perform construction and maintenance for the Owners and PLEDGE that they will not participate in any organizational effort towards Owner who's facility is constructed or maintained under this Agreement, nor support such an effort by others.
  - (1) Employees covered by this Agreement will keep out of areas of the project which have been accepted by the Owner for beneficial occupancy and designated as such. Exceptions will be made for employees who have been directed by the Employer to enter such areas to perform specific work assignments.
  - (2) Union representatives and employees covered by this Agreement will not contact employees of the Owner during work hours for no-job-related purposes.
  - (3) This Agreement will have no relationship or effect upon the operation, production, or maintenance work within a facility being performed by the Owner, its employees or other employers reporting directly to the Owner. As areas of the construction project are accepted by the Owner for beneficial occupancy, there will be no further interest in such occupied areas except where the Employer must return to accomplish repairs, modifications, check-out or warranty functions required by the contract with the Owner.
  - (4) The Owner may perform any part of the construction work, or any work or service related thereto, with their own employees as they deem best, or to contract all or any part of such work or services, including the maintenance of machinery or equipment, or the calibration, testing, checking and start-up equipment, systems or practical systems, areas, or pieces of equipment turned over to the Owner.
  - (5) Nothing in this Agreement shall prohibit or restrict the Employer from using any materials, supplies or equipment regardless of source or whether fabricated or assembled off the job site. The Employer's considered the Owner's instructions for the purchase of a specific item. There shall be no controversy over installation of such materials, supplies equipment.

**ARTICLE X**  
**Intent of the Parties**

It is intended that this Agreement shall not violate any applicable federal or state law, but if any condition is held to violate any law, that portion of the Agreement shall be considered null and void; but the remainder of the Agreement shall continue in full force and effect.

**SCHEDULE A**  
**Groups and Classifications**

Rates are effective the first full payroll period on or after the dates shown.

Health-Welfare, Pension and Apprentice Fund shall be paid on a straight time basis for all hours worked.

- 1) Included in the wage rates listed below, is 2 ½% per hour at the straight time hourly rate (all hours worked) to be deducted as Administrative Dues effective the first pay period of this Agreement. Administrative dues are to be deducted after taxes and remitted with Fringe Benefits.
- 2) Included in the wage rates listed below, is \$.05 cents per hour, for all hours worked, to be used for a Building & Maintenance Fund. These monies shall be reported and paid under the same provisions as the Administrative Dues, after taxes, and remitted with Fringe Benefits.
- 3) All or part of increases may be diverted from wages shown below to existing fringe benefit funds. Any amounts diverted to fringe benefit funds shall not be considered wages and are not subject to payroll taxes.

**GROUP A**

Effective Dates	Wage Rates	Health & Welfare	Pension Fund	Apprentice Fund	IUOE Training Fund	Total Package
7/1/19	34.33	5.50	4.65	.53	.10	45.11
7/1/20	35.68	5.50	4.65	.53	.10	46.46
7/1/21	37.03	5.50	4.65	.53	.10	47.81

Crane Operator (Truck, Tower, Crawler or Locomotive) Clamshell Operator \* Derrick Operator \* Dragline Operator \* Drill Operator \* Hoisting Engine Operator \* Locomotive Operator \* Mechanics – Heavy Duty \* Winch/Boom Truck Operator hoisting material \* Pile Driver Operator \* Tugger Hoist Operator

**GROUP A-2**

Effective Dates	Wage Rates	Health & Welfare	Pension Fund	Apprentice Fund	IUOE Training Fund	Total Package
7/1/19	35.13	5.50	4.65	.53	.10	45.91
7/1/20	36.48	5.50	4.65	.53	.10	47.26
7/1/21	37.83	5.50	4.65	.53	.10	48.61

Cranes 200 ton – 499 ton

All Tower Cranes

**GROUP B**

Effective Dates	Wage Rates	Health & Welfare	Pension Fund	Apprentice Fund	IUOE Training Fund	Total Package
7/1/19	23.99	5.50	4.65	.53	.10	34.77
7/1/20	24.99	5.50	4.65	.53	.10	35.77
7/1/21	25.99	5.50	4.65	.53	.10	36.77

\*Backhoe Operator \* Bulldozer Operator \* Forklift Operator \* Excavator Operator \* Loader Operator \* Motor grader \* Concrete Mix Operator \* Central Mix Plant \* Concrete Pump Operator \* Elevating Grader Operator \* \*Concrete Paving Mixer Operator \* Rock Crusher Operator \* Scraper

**GROUP C**

<i>Effective Dates</i>	<i>Wage Rates</i>	<i>Health &amp; Welfare</i>	<i>Pension Fund</i>	<i>Apprentice Fund</i>	<i>IUOE Training Fund</i>	<i>Total Package</i>
7/1/19	23.00	5.50	4.65	.53	.10	33.78
7/1/20	24.00	5.50	4.65	.53	.10	34.78
7/1/21	25.00	5.50	4.65	.53	.10	35.78

Dewatering System Operator – where multiple pumps are used. \* Drill Operator – Quarry Master Type \* Oiler on cranes with earth boring drill attached with a separate power source \* Self Propelled Compactor Operator with Blade \* Tractor Operator with Special Equipment \* Trenching Machine Operator \* Well Point System Operator (including the operation of all pumps on project operated by the contractor) \* Elevator Operator – Temporary construction elevator used to haul building materials and personnel.

**GROUP D**

<i>Effective Dates</i>	<i>Wage Rates</i>	<i>Health &amp; Welfare</i>	<i>Pension Fund</i>	<i>Apprentice Fund</i>	<i>IUOE Training Fund</i>	<i>Total Package</i>
7/1/19	19.30	5.50	4.65	.53	.10	30.08
7/1/20	20.30	5.50	4.65	.53	.10	31.08
7/1/21	21.30	5.50	4.65	.53	.10	32.08

\* Air Compressor Operator \* Hydro hammer Operator \* Concrete Batch Plant Operator \* Oiler on crane \* Grease Truck Operator \* Welding Machine Operator \* Generator Operator – 75 K.V.A. and Over \* Sand Blasting Machine Operator \* Conveyor Operator, Chain or Belt Type \* Water Pump Operator \* Elevator Operator - Inside electric permanent house elevator used to haul building materials and personnel \* Concrete Mixer Operators, Skip Types, except Paving Mixers \* Concrete Finishing Machine Operator \* Concrete Paving Machine Operator \* Roller Operator – Asphalt Type \* Well Drill Operator – Not performing foundation work

**APPRENTICE WAGE RATES**

**UTILIZATION OF APPRENTICES:**

*Whenever the Employer considers it to be the best interest of the job, he will utilize apprentices. All apprentices shall be designated along with their proper apprentice classification and certification. The Period to be served as an apprentices before becoming an operating engineer shall be in accordance with the apprentice standards. Apprentice wage rates are to be computed on a percentage basis of the average of Group A and Group B-1 wage rates as set forth in the apprenticeship standards.*

**INDENTURED APPRENTICE PRIOR TO JANUARY 1, 2018**

- 1st 1000 hours (64%) of Group A & Group C*
- 2nd 1000 hours (69%) of Group A & Group C*
- 3rd 1000 hours (74%) of Group A & Group C*
- 4th 1000 hours (79%) of Group A & Group C*
- 5th 1000 hours (85%) of Group A & Group C*
- 6th 1000 hours (92%) of Group A & Group C*

**INDENTURED APPRENTICE AFTER JANUARY 1, 2018**

- 1<sup>st</sup> 1,000 hours 64% of average of Group A & C*
- 2<sup>nd</sup> 1,000 hours 68% of average of Group A & C*
- 3<sup>rd</sup> 1,000 hours 73% of average of Group A & C*
- 4<sup>th</sup> 1,000 hours 77% of average of Group A & C*
- 5<sup>th</sup> 1,000 hours 82% of average of Group A & C*
- 6<sup>th</sup> 1,000 hours 86% of average of Group A & C*
- 7<sup>th</sup> 1,000 hours 91% of average of Group A & C*
- 8<sup>th</sup> 1,000 hours 95% of average of Group A & C*

**PRE-APPRENTICE WAGE RATES**

\$15.00 per hour plus Health & Welfare and Apprentice Fund Contributions in line with other classifications for three-year contract.



MODIFICATIONS/ADDITIONS TO THE AGREEMENT:

It is agreed and understood that the Agreement is amended to include the following provisions.

- A. One Oiler or Apprentice will be required for every five (5) cranes (50 tons or over) on set-up jobsites, that are utilized for the same Contractor.  
If a Group A Operator needs assistance, assistance shall be given by a member of Local 926. Operators and oilers will be paid at the straight time rate for time after quitting time that is spent waiting for transportation to arrive on job. Oiler may be used to bring transportation to job while crane is working. All work historically recognized as work of the Operating Engineers shall be performed by Operating Engineers.
- B. Equipment Foreman and Master Mechanic:  
(A) EQUIPMENT FOREMAN: There shall be required a foreman (after 6 engineers are employed with the same contractor on the same jobsite, exclusive of Master Mechanic) and Master Mechanic on each shift of Steam Plants, dams, power houses, paper mills, railroad cuts, and clearing of reservoir for same. All such foremen and Master Mechanics shall be qualified Operating Engineers. Foremen shall be paid 10% per hour above the highest Journeyman Operator's rate listed in this agreement that is utilized on the jobsite; Master Mechanic shall be paid \$1.00 per hour above the Group A Journeyman Operator's rate. To establish this qualification the Foreman shall be able to operate any piece of equipment on the job. Foreman are not to operate machines except in case of emergency. Master Mechanics qualifications to be set forth in Section b-1.  
(B) Master Mechanics must be qualified Operating Engineers. Said qualifications to mean he must be able to maintain and repair any piece of equipment on the job. When five (5) or more Group A Engineers are employed by one Contractor, a Master Mechanic must be in charge and receive not less than \$1.00 per hour above the Group A journeyman's rate. Master Mechanics are not to operate machines. Engineers shall make all repairs on their machines when there is no mechanic on the job, or the mechanic is otherwise engaged. When a master mechanic is required by the Employer to use his personal car or truck for the company's benefit, reimbursement in an amount mutually agreeable to the Employer and employee and shall be stated in writing prior to such actual use.
- C. The employee's business agent shall be allowed to visit the project during normal working hours provided he complies with security procedures and notifies the project manager/superintendent.
- D. Any engineer being laid off at any time during the shift for any reason shall immediately safe-up his machine. If ordered to remain at the jobsite he shall receive the regular scale of wages. When two or more engineers are working on the same job, no engineer may be laid off and one of the other engineers take his place for the remainder of the shift. No engineer shall leave his job without giving the Employer proper notice and reporting the vacancy to the proper authority.
- E. (1) Fringe Benefit Funds: The Employer agrees to pay all fringe benefits covered by this agreement on a weekly basis unless prior written permission for monthly payments is granted by the Fund Administrator, Trustees, or authorized Union representative. Employer contributions shall be paid by check or other written order for payment of money and made payable to applicable funds. Failure to make said contributions will subject the Employer to any and all recourse provided the fund trustees. Any one of the Union's authorized representatives has the authority to enforce Trust Agreement conditions provided for insuring prompt payment of fringe benefits contributions.  
In the event that the employees have to be stopped from a job site because of the failure of the Employer to pay required fringe benefits as set out in this Agreement, those employees shall be paid for all time lost until the said fringe benefits shall have been paid as evidenced by a signed receipt from the Fund Administrator's office. Provided, however, that no enforcement will be instituted against the Employer when reporting on a monthly basis until five (5) days after receipt of notice by the Employer. Delinquent notice shall be given by certified mail, return receipt requested.

(2) HEALTH AND WELFARE FUND: The Employer agrees to pay to the Southern Operators Health Fund the sum indicated above on each employee for each man-hour worked and covered by this Agreement.

(3) PENSION FUND: The Employer agrees to pay to the Central Pension Fund of the International Union of Operating Engineer the sum indicated above on each employee for each man-hour worked and covered by this Agreement.

(4) APPRENTICESHIP AND TRAINING FUND: Employers agree to pay to the Operating Engineers Local 926 Joint Apprenticeship Program the sum indicated above on each employee for each man-hour worked and covered by this Agreement. Effective July 1, 2016, The Union and the Contractors agree to allocate \$.01 cent per hour, on all hours worked, from the Apprenticeship Fund contributions into a Drug Testing Fund to finance the policy that will include drug screening at job referral.

**(a) DRUG AND ALCOHOL POLICY:**

All Operators working under the terms and conditions of this Agreement, referred through the Hiring Hall will abide by the Drug and Alcohol Policy as provided in the Hiring Hall Rules. The Union will work with the Employers to implement a Drug Free Workplace Program.

The goal of this Policy is to provide and maintain for all Engineers a drug-free work environment. This Policy is also necessary to maintain a safe and productive work place. The use, sale, distribution, possession, or being under the influence of alcohol and/or illegal drugs by Engineers while working or while present on the Company's property or job sites is prohibited and may result in immediate discharge which will not be subject to arbitration under this Agreement. Over-the-counter drugs and/or legal drugs prescribed by a physician for Engineers' personal use in quantities not exceeding reasonable or specified dosage requirements are not subject to this Policy. Engineers using medication prescribed by a physician or using over-the-counter drugs are responsible for being aware of any potential effect such drugs may have on their reactions, judgment, or ability to perform their duties, and if impairment is possible, to report such use to their supervisors prior to reporting to work.

**Pre-Employment Substance Abuse Screening Policy:** The Employer shall have the right to conduct pre-employment substance abuse screening. All applicants must sign a Consent And Release Form prior to taking the substance abuse test. If an applicant fails to sign the form, the applicant will not receive further consideration for employment. Where a test result is positive, the applicant will not be eligible for employment and may not reapply for consideration for a period of one (1) year from the date the test results were received by the Employer.

**Post-Employment Substance Abuse Screening Policy:** When an Engineers violates or is suspected of violating the alcohol and drug policy, the Employer shall have the right to request the Engineer to submit to medical tests including but not limited to blood and/or urine tests. When an Engineer has been involved or may have been involved in any job site accident, the Employer shall have the right to request the Engineer to submit to medical tests, including but not limited to blood and/or urine tests. Refusal to take a test may result in discharge. In the Employer's sole discretion, Engineers who are detected of having alcohol or drug problems may seek professional treatment, in the first incident.

(5) EMPLOYER REPORT-HEALTH AND WELFARE, PENSION AND APPRENTICE TRAINING FUNDS: Each Employer shall submit a monthly accounting report. Report and payment of amounts due from the Employer to the Health and Welfare, Pension and Apprentice Training Funds shall be made showing name of each employee, social security number, number of hours worked, total hours for all employees and total amount of contributions.

(6) ADMINISTRATIVE DUES: In accordance with the terms of an individual and voluntarily signed authorization for check-off of membership dues permitted by Section 302(c)(4) of the Labor Management Relations Act as amended, the Employer agrees to deduct once each week (after tax

deductions) from the base wages of each employee so authorizing and covered by this agreement, 2 ½% per hour at the straight time hourly rate (for all hours worked) paid as Administrative Dues. These dues shall be reported and paid under the same provisions as the fringe benefits mentioned above.

(7) Quarterly Health & Welfare reports will be available to Employers upon request.

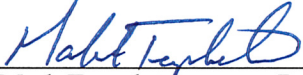
**IV. Hoisting And Portable Engineers Craft Jurisdiction.** This agreement covers all persons engaged in supervising, controlling erecting, dismantling or the repairing of all hoisting and portable machines, all refrigerating machines or units and engines used in open and heavy construction work; all hoisting portable machines and engines used in or upon wrecking, digging, boring, building and erecting foundations; building tunnels and subways, dams, reservoirs, disposal plants, bridges, railroads, streets (paving and repair), road building construction (including grading and repair) sewers, water, gas and oil lines, allotment development construction and repair of all docks, wharves, piers, shipyards and seawalls; all sand, rock and gravel screening machines; motor generators (when used for welding and cutting or for converting or transforming electric currents, irrespective of their motive power); all machines used to sweep, clean and remove debris and snow from streets and roads; all mine hoists, helpers, grab buckets, pumps, siphons, pulse-meters; generators, concrete mixers (irrespective of capacity), concrete pumps of all sizes and capacities, stone crushers, air compressors, all water-test and blast hole drilling machines, all sandblasting and other machines and boilers used in cleaning and washing of buildings; all boilers (irrespective of size) used for furnishing temporary heat on buildings under construction, or for the heating of material, or heating of water, or furnishing steam for the operating of all machines, engines and other appurtenances herein specified; all locomotive tractor and truck cranes; all derricks, boom hoists (of all description and capacities) and automatic hoists; house and all elevators (permanent and temporary) used for hoisting building material under construction and repair; all street rollers, steam and other motive power shovels, all Le Troneau and other types of scoops, pull shovels, mucking machines, draglines and cableways, all clamshell and orangepeel buckets when used in connection with any machines or with derrick or boom hoist, for excavating, handling, storing or unloading materials, all land and floating, pile drivers, floating derrick barges and floating and self-propelled dredges and rock drilling plants; all dinkey and standard locomotive, derrick cars, tractors and all tractor propelled machinery, all power and elevating graders, scarifiers, bulldozers, Barber-Green loaders, all trenching and ditching machines, all mechanical hoe-type machines, back fillers and conveyors, all cranes, derricks, machines, engines, and boilers used in asphalt and concrete mixing plants and all other engines, and machines (irrespective of motive power) and on building and construction work or in the loading, unloading, or storage of commodities at or in terminals.

**ARTICLE XI**  
**Duration of Agreement**

This Agreement becomes effective immediately upon execution by the Union and the Company and other signatory Employers who wish to abide by its terms and expires June 30, 2022 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or modify shall be given to either party at least sixty (60) days prior to the expiration date above.

International Union of Operating Engineers  
Local 926

\_\_\_\_\_  
Company Name, Builders Constructors, Inc.

  
\_\_\_\_\_  
Mark Templeton Business Manager

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Date Signed