

**COLLECTIVE BARGAINING AGREEMENT
(BUILDING)**

**Hoisting and Portable Engineers
International Union of Operating Engineers - AFL-CIO**

Locals 98,98A, 98B and 98R

June 1, 2024 through May 31, 2028

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AGREEMENT

This Agreement made this first day of June, 2024, by and between the SIGNATORY CONTRACTORS hereinafter referred to as the "Employer" and the Hoisting and Portable Engineers, Local 98, 98A, 98B and 98R of the International Union of Operating Engineers, AFL-CIO, hereinafter designated the "Union".

SCOPE OF EMPLOYMENT

The terms of this Agreement shall apply to all work covered by the jurisdiction of the Hoisting & Portable Branch of Operating Engineers in building construction, demolition, alterations, remodeling, repairs and "Green Energy Projects" (Solar, Wind, and Geothermal), Railroad Right-of-Ways. Also, the operation of helicopters used for hoisting materials and equipment.

TERRITORIAL JURISDICTION

Massachusetts: Berkshire, Franklin, Hampshire and Hampden Counties. Also the western part of Worcester County to a demarcation line formed by the eastern boundaries of the following townships: Sturbridge, Brookfield, East Brookfield, North Brookfield, Oakham, Barre, Templeton and Winchendon.

Vermont: The entire State.

RECOGNITION, UNION SECURITY AND JOB REFERRALS

The Employer recognizes and acknowledges that the Union is the exclusive representative of all the employees in the classification of work covered by this Agreement for the purposes of collective bargaining, as provided by the Labor Management Relations Act of 1947, as amended.

All present employees, who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment, on and after the eighth day following the beginning of their employment or on and after the eight day following the effective date of this Agreement, whichever is later.

When the Employer needs employees or recalls regular employees, he shall notify the Union whenever possible of all such openings and the job requirements at least forty eight (48) hours (Saturday and Sunday excluded) before filling such openings and the Employer shall give the Union equal opportunity with the other sources of applications to refer qualified applicants for such job openings.

Selection of applicants for jobs shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or in any other aspect or obligation of union membership policies or requirements, but all such applicants that become employees shall be subject to all the terms of this Agreement.

The Employer shall be the judge as to the qualifications of all applicants and shall retain the right to reject any job applicant, but on filling job openings, he shall immediately notify the Union of

its selection of the applicant for the job.

Notice of Union Security will be posted where required law, at regular places of employment.

The Employer signed below, engaged in the building and/or construction industry recognizes the Union as the sole and exclusive majority status representative of the bargaining unit provided for herein (commonly called operating engineers) employed by the Employer. This recognition is based on the Union's having shown or having offered to show an evidentiary basis of its majority support.

On the basis of such majority support and pursuant to Section 9 (a) of the National Labor Relations Act (as amended), the Employer confirms the Union as the sole and exclusive bargaining agent for the unit of operating engineers (as defined herein) in the employ of the Employer, which shall include the Employer's present and future job sites.

On the date this collective bargaining agreement is effective, this recognition is granted which shall include any amendments, extensions and successor Agreements. The Employer will not attempt to void or cancel the Agreement at any time because it has varied the size of the workforce or reduced the workforce to one or fewer employees.

HOURS

The regular work day shall consist of eight (8) hours, work to start no earlier than 6:00 AM and to stop no later than 4:30PM with one half (1/2) hour lunch period between 12:00 noon and 12:30 PM. All work done in excess of eight (8) hours per day shall be at the overtime rate. Time and one half shall be paid for all work performed on Saturday. Double time shall be paid for all work performed on Sunday, holidays and for work indispensable to any operation upon which men of any other trade then working are being paid double time. Employees shall not be required to work overtime, except by mutual agreement between the Employer and the designated representative of the Union, who shall be the Business Manager or the Business Agent.

Where shifts are required, the rate for the first shift shall be the basic rate. The second shift shall work seven and one half (7-1/2) hours and receive the basic rate for eight (8) hours. The third shift shall work seven (7) hours and receive the basic rate for eight (8) hours. Each shift shall include a one half hour period for lunch.

In cases where the general contract limits the hours to be worked, the Employer may work an eight (8) hour off shift, inclusive of a lunch period, at straight time rates.

In the event that employees are ordered out for work on a Saturday or Sunday, at premium time, they shall be paid as follows:

- (a) For reporting, but not starting, they shall receive four (4) hours pay at premium rates.
- (b) For work continuing beyond the fourth (4th) hour, they shall be paid for actual time worked.

Four ten (4-10's) hour days will be allowed, with no overtime penalty, when the Awarding Authority or construction owner prohibits the contractor from working a regularly scheduled work

day. This is to include both private and posted work.

Four ten (4-10's) hour days will be allowed in a week in which a holiday falls in such week. The employee shall receive ten(10) hours pay for the holiday at straight time rates. There will be no Saturday make-up day. (See Holidays and Holiday Pay.)

An employee working on straight time shall be guaranteed forty (40) hours work. After working forty (40) hours, he may notwithstanding the provision herein-before contained, be laid off at any time and paid at the time laid off only for the days he has worked, provided the machine he is operating is not used on the particular job for a period of five (5) calendar days, including Saturday and Sunday.

All straight time employees shall be guaranteed forty (40) hours per week, Monday through Friday. In the event they shall not work one (1) day during the regular work week because of inclement weather, they shall work a make-up day on Saturday, which make-up day shall be considered part of the forty hour guarantee.

Employees engaged in test pile work which precedes that start of a job, shall receive not less than three (3) days pay, unless work extends beyond the third day in which case a full week's wages shall be paid.

Broken time shall be allowed for machines covered by Classifications 2 to 6, inclusive. From 12/1 through 3/31 of each year, broken time shall by classifications be allowed for machines covered 1 through 6. Rates shall be \$1.75 per hour over straight time rates.

2025-\$2.75

2026-\$3.75

2027-\$4.75

Engineers on broken time shall report daily, unless otherwise instructed on the previous day not to do so, and they will be paid as follows:

- a) for reporting but not starting, they shall receive two (2) hours pay
- b) for starting work they shall receive four (4) hours pay
- c) for continuing beyond the fourth hour, they shall receive eight (8) hours pay at the premium rate
- d) When a night shift is employed at the broken time rate of pay, if an engineer is ordered to report, he shall receive two (2) hours pay and if he starts to work, no less than eight (8) hours pay.

In the event that engineers are ordered out for work on Saturdays or Sundays, they shall be paid as follows:

- a) For reporting but not starting, they shall receive two (2) hours pay at the premium rate.
- b) For starting work, they shall receive no less than four (4) hours pay at the premium rate.

c) For work continuing beyond the fourth hour, they shall receive a minimum of eight (8) hours pay at the premium rate.

If the Awarding Authority or Development Owner or Weather conditions prevent work on any particular project, the show up provision currently applicable to Broken Time employees will apply for a maximum of 5 days per year for each Employer and no more than 1 day in any week. No Bargaining Unit employee shall have this condition occur more than 5 times per year.

HOLIDAYS AND HOLIDAY PAY

All employees employed on a straight time rate of pay shall be entitled to the following Holidays and pay as herein set forth:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

or the days on which these Holidays are observed. On these days the employee will receive eight (8) hours pay as Holiday pay, regardless of what day the Holiday falls on. In addition to the Holiday pay, double time shall be paid for all work performed on such days.

If a man is ordered out to work on such Holiday and does not start, he shall be paid two (2) hours of double time over his Holiday pay for reporting. If he starts work, he shall be given eight (8) hours at double time.

Four ten (4-10's) hour days will be allowed in a week in which a Holiday falls in such week. The employee shall receive ten (10) hours pay for the Holiday at straight time rates. There will be no Saturday make-up day.

An employee working on broken time or daily basis shall be paid Holiday pay at broken time or daily rate for a Holiday falling within the regular work week, or on Saturday, provided he has worked a total of three (3) days within the week in which the Holiday occurs and provided further, that he was on the payroll immediately preceding the Holiday. If required by the Employer, he shall work the day before and the day after the Holiday.

CLASSIFICATIONS

1. Bulldozer, Shovels, Backhoes, Trenching Machines, Elevating Graders, Belt-type Loaders, Gradalls, Pile Drivers, Concrete Pavers, on site Processing Plant (Engineer in charge), Cableways, Foreman Mechanics, Shaft Hoists, Mucking Machines, Front End Loader-5 1/2

yards and over, Dual Pavers,-Automatic-Grader-Excavator (C.M.I. or equal), Scrapers towing pan or wagon, Tandem Dozers or Push Cats (2 units in tandem), Welder using semiautomatic Welding Machine, Foreman-Mechanic at Tunnel Heading; Shotcrete Machine, Tunnel Boring Machine, Combination Back Hoe-Loader – ¾ yard hoe or over, Jet Engine Dryer, Tree Shredder, Post Hole Digger, Post Hole Hammer, Post Extractor, Truck Mounted Concrete Pump with boom, Roto-Mill, Grader, Geothermal Drill, Micro Pile Machine, Horizontal Drilling Machine, John Henry Rock Drill and similar equipment.

2. Rotary Drill (with mounted compressor), compressor House (3 to 6 Compressors), Rock and Earth Boring Machines (excluding McCarthy and similar drills), Front End Loaders--4 yards to 5 1/2 yards, Scraper--21 yards and over (struck load), Forklifts--7 ft. lift and over or 3 ton capacity and over, Sonic Hammer Console, Vibratory Hammer, Reclaimers, Road Planer/Milling Machine, Cal Tracks, Ballast Regulators, Rail Anchor Machines, Switch Tampers, Asphalt Paver, Mechanic, Welder and Transfer Machine.

3. Scrapers--up to 21 yards (struck load) self-propelled or Tractor Drawn, Front End Loaders--up to 4 yards, Well Driller, Pumpcrete Machine, Engineer or Fireman on High Pressure Boiler (on job), Self-loading Batch Plant (on job), Well Point Operators, Electric Pumps used in well point system, Tireman, Pumps--16 inches or over total discharge, compressors (1 or 2) 900 cu. ft. and over, Powered Grease Truck, Tunnel Locomotives and Dinkys, Grout pumps, Hydraulic Jacks (jacking pipe, slip forms, etc.), Combination Back Hoe-Loader--up to 3/4 yard hoe, Hydro Vac Truck Operator, Articulated Trucks.

3A. Asphalt Rollers, Self-Powered Rollers and Compactors, Tractor without blade drawing sheeps foot roller, Rubber tire roller, Vibratory roller, or other type of compactors including machines for pulverizing and aerating soil, York Rake.

4. Hoists, Conveyors, Power Pavement Breaker, Self-propelled Material Spreader, Self-powered Concrete Finishing Machine, Two Bag Mixer with skip, McCarthy and similar Drills, Batch Plant (not self-loading), Bulk Cement Plant, 30KW or more Generators, Power Broom. Light Plants need not be manned but, if manned, must be manned by employees working under this Agreement.

5. Compressor (315 cu. ft. to 900 cu. ft., 1 or 2), Pumps--4" to 16" total discharge.

6. Compressor (up to 315 cu. ft.), Small Mixers with skip, Oiler, Pumps up to 4", Grease Truck, Helper on powered Grease Truck, Power Heaters, Welding Machines (when 3 or more welding machines are used, Classification 4 rate shall be paid), A-Frame Trucks, Forklifts--up to 7 ft. lift and up to 3 ton capacity, Hydro Broom, Parts man (in repair shop), Power Safety Boat, stud welder.

7. Truck Crane Operator may be employed on a daily basis of eight (8) hours (daily rate).

8. Truck Crane Oiler may be employed on a daily basis of eight (8) hours (daily rate).

9. Master Mechanic /Foreman (An Employer, at its discretion, may have a foreman.)

10. Crawler and Truck Cranes, Dragline, Derricks, Clamshell, Tower Cranes, Self-Propelled Hydraulic Cranes, Boom Truck.

- 10A. \$1.00 per hour over the classification 10 rate of pay.
- 10B. \$2.50 per hour over the classification 10 rate of pay.
- 10C. \$3.50 per hour over the classification 10 rate of pay.
- 10D. \$4.50 per hour over the classification 10 rate of pay.
- 10E. \$6.00 per hour over the classification 10 rate of pay.

11. On hazardous waste removal work on a site designated by a state or federal agency as a hazardous material Superfund site or on emergency response work requiring the removal of hazardous material, when an operator is engaged in the removal of hazardous material who has been trained and is certified to perform this type of work and who is required to wear level A, B or C personal protection during the performance of this work, the employee shall receive his regular hourly rate plus \$2.00.

12. On a site that requires an asbestos license the employee shall receive his/her regular hourly rate plus \$2.00

13. Mechanic Trainee/Class 2 Mechanic

14. All remote-controlled equipment, normally manned by Operating Engineers will be assigned to Operating Engineers.

15. The wage rate for the operator of any equipment for which a wage does not appear in any Classification, will be determined by the parties by meeting immediately to negotiate said rate. The rate determined shall be paid from the time the machine started to work.

MECHANIC TRAINEE

Definition: A person who through technical training or schooling wishes to advance into the field of Heavy Equipment Mechanics and possesses some skills and knowledge in the mechanics' field.

STEP A

The starting wage rate will be 60% of Class 2 rate.

Must obtain full mechanic tool set.

Must obtain MA Hoisting License Class 2A,1C.

Must obtain OSHA Forklift Certification.

Must obtain OSHA 10 hr. Certification.

Must be employed for one year from date of hire as a Mechanic Trainee, at 60% rate.

STEP B

All portions of Step A Mechanic Trainee must be completed to advance to Step B

The wage rate will be 70% of Class 2 rate.

Must attend a specified mechanic training course at the International Training and Education Center (ITEC) per employer's discretion.

If ITEC Training schedule creates a manpower shortage during any step, then the employer may remove the training requirement from that step. This removal will not affect the members' advancement.

All Mechanic trainees must be employed for 2 years from date of hire and complete all of the requirements of the Mechanic Trainee position to advance to the Mechanic Class 2 classification and rate of pay.

CLASS 2 MECHANIC

Definition: A person who through their employment in the mechanical field along with technical training and schooling has proven their skills as a mechanic but wishes to advance into the field of Heavy Equipment Mechanics

STEP A

Starting wage will be 80 % of class 2 rate.

Must possess a full mechanic tool set.

Must possess or obtain 2A,1C MA Hoisting License.

Must possess or obtain an OSHA Forklift Certification.

Must possess or obtain OSHA 10 hr. Certification.

ITEC Training course.

Must be employed for one year from date of hire at 80% rate.

STEP B

All portions of Step A, Class 2 Mechanic must be completed to advance to Step B

The wage rate will be 90% of Class 2 rate.

ITEC Training.

Must be employed for 2 years from date of hire to advance to 100% of Class 2 Mechanic classification and rate of pay.

Grand Father Clause:

All members currently employed under the MA Heavy and Highway Agreement as a Mechanic at class 2 rate will not be subject to the new hire Mechanic Trainee and Mechanic class 2 requirements.

RATE TABLE

I.U.O.E. LOCAL 98									
MASSACHUSETTS and VERMONT BUILDING AGREEMENT									
	12/1/2023	6/1/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026	6/1/2027	12/1/2027
TOTAL INCREASE		\$2.12	\$2.11	\$1.87	\$1.86	\$1.96	\$1.96	\$1.65	\$1.64
CLASS									
1	\$39.58	\$41.23							
2	\$39.25	\$40.92							
3	\$39.03	\$40.70							
3A	\$38.42	\$40.09							
4	\$35.80	\$37.47							
5	\$34.68	\$36.35							
6	\$32.74	\$34.41							
OPERATOR (DAILY) 7	\$44.12	\$62.73							
OILER (DAILY) 8	\$34.72	\$42.41							
MASTER MECHANIC/FOREMAN 9	\$41.05	\$42.72							
ALL CRANES 10	\$43.08	\$44.73							
CLASS 10 - HOURLY RATES FOR BOOM LENGTH (INCLUDING JIB)									
OVER 150' 10A	\$44.08	\$45.73							
OVER 200' 10B	\$45.88	\$47.23							
OVER 250' 10C	\$48.58	\$48.23							
OVER 300' 10D	\$47.58	\$49.23							
OVER 350' 10E	\$49.08	\$50.73							
HEALTH & WELFARE	\$13.78	\$13.93							
PENSION FUND	\$11.40	\$11.40							
CENTRAL PENSION FUND	\$0.75	\$1.05							
TRAINING FUND	\$1.15	\$1.15							
ANNUITY FUND	\$3.00	\$3.00							
COOPERATIVE TRUST FUND	\$0.65	\$0.65							
NATIONAL TRAINING FUND	\$0.05	\$0.05							
DEDUCTIONS: Administrative Dues are one and three quarters percent (1.75%) of total package and ten cents (.10) per hour for the Social Action Fund.									
**HAZARDOUS WASTE and/or ASBESTOS LICENSE PREMIUM IS TWO DOLLARS (\$2.00) PER HOUR.									
The Union reserves the right to transfer certain amounts from wages to fringe benefits upon thirty (30) days notice prior to the anniversary date. The employees may elect to transfer certain amounts from wages to the Health & Welfare Fund, the Pension Fund, the Central Pension Fund and/or the Annuity Fund.									
REVISED JUNE 2024									

Hazardous Waste and/or Asbestos License premium is two dollars (\$2.00) per hour.

Deductions:

Administrative Dues deduction currently of 1.75% of total package or whatever amount the Union certifies in writing as the correct amount. In the event of a change, the Employer shall have thirty (30) days from the above certification to implement the change.

The Social Action Fund deduction, currently of ten cents (.10) per hour worked or whatever amount the Union certifies in writing as the correct amount. In the event of a change, the Employer shall have thirty (30) days from the above certification to implement the change. Employer contribution to the Cooperative Trust Fund shall be sixty-five cents (.65¢) per hour.

The Trustees of the Training Fund are to determine prior to January 1st of each year, following 1990, as to whether an additional contribution to the Training Fund will be required and will so recommend to the Employer Association.

THE UNION RESERVES THE RIGHT TO TRANSFER CERTAIN AMOUNTS FROM WAGES TO FRINGE BENEFITS UPON THIRTY (30) DAYS NOTICE PRIOR TO THE ANNIVERSARY DATE. EMPLOYEES MAY ELECT TO TRANSFER CERTAIN AMOUNTS FROM WAGES TO THE HEALTH & WELFARE FUND, CENTRAL PENSION FUND AND/OR THE ANNUITY FUND.

REGISTERED APPRENTICE RATES

ZERO TO 1,000 HOURS - 60% OF CLASS 1
1,001 TO 2,000 HOURS - 70% OF CLASS 1
2,001 TO 4,000 HOURS - 80% OF CLASS 1
4,001 TO 6,000 HOURS - 90% OF CLASS 1

In no event shall an apprentice receive a rate higher than that of the classification in which he/she is employed.

MANNING REQUIREMENTS

On jobs where pumps, power heaters, High Pressure Boilers or well point systems must be worked twenty four (24) hours, seven (7) days a week, four engineers shall be employed and each shall be paid his respective straight hourly rate for forty (40) hours and the double time rate for two (2) hours. In the event a paid Holiday occurs in any such week, he shall receive an additional twelve hours straight time pay. In the event an observed Holiday occurs in any such week, he shall receive an additional six (6) hours straight time pay (see Holidays and Holiday pay.) The manning of pumps is required only on pumps over 3 inches and only compressors over 185 CFM. Compressors may be placed in groups of three.

A single welding machine, compressor under 315 cubic feet or a power heater used on a job by a single employer using an engineer will not be required to hire an additional engineer. Any combination of two (2) machines in this Classification shall require an additional engineer at the rate of pay of Classification 6. Any combination of 3 or more, up to 5, shall require an engineer at the rate of pay of Classification 4. Any combination over 5 shall require another engineer at the rate of pay of Classification 4.

Fully automated electric pumps (including 4 inches) need not be manned if total discharge is not more than 6 inches and not more than 3 pumps are being used. Effective on work bid after October 1, 1981, fully automatic electric pumps (including 4 inches) need not be manned if total discharge is not more than 16 inches and not more than 4 pumps are being used. In the event that the Employer desires to man electric pumps, an engineer shall be assigned.

The installation, maintenance and repair of pumps shall be the work of the Union.

On a pile driving machine, where a steam boiler is directly attached to the machine to furnish steam for pile hammer, the machine will be manned by two (2) qualified men at the rate of pay of Classification 10.

On a pile driving machine where a compressor is directly attached to the machine to furnish air for pile hammer, the machine will be manned by two (2) qualified men, one being the operator of the machine at the rate of pay of Classification 10, the second being the operator of compressor and oiler at the rate of pay of Classification 2.

Vibratory Hammer - Crane Class 10 and Class 1 (Oiler Operator/Hammer Operator or Apprentice). No Oiler on machines under 100 tons and an Operator will be used to control a Hammer.

Firemen or oilers shall be employed on all gasoline, oil, electric, air or power operated, cranes, tower cranes, draglines, pile drivers, clam shells, cableways, derricks—truck mounted hydraulic and lattice cranes over 100 tons, self-propelled hydraulic and lattice cranes over 100 tons.

Assistant Engineers and Oilers shall be under the immediate supervision of his engineer, and be subject to the same rules, regulations and working conditions as his engineer. An oiler is not required on a one hundred (100) ton and below hydraulic and lattice crane this exception does not apply to tower cranes.

- A second engineer will be employed on all tower cranes 150 ft or above and paid at Class 1 rate.
- A second engineer will be employed on a lattice boom crane of 200 ton or above and paid at class 1 rate.
- A second engineer will be employed on a hydraulic crane of 251 ton or greater and paid at class 1 rate.

Operator daily rate – Class 10 rate plus \$8.00 per hour (Truck Crane only).

Oiler daily rate – Class 6 rate plus \$8.00 per hour (Truck Crane only).

The wage rate for the operator of any equipment for which a wage rate does not appear in any

classification, will be determined by the parties meeting immediately to negotiate said rate. The rate determined shall be paid from the time the machine started to work.

It is understood and agreed, by the parties hereto that the Union has not in any way waived any of its rights of jurisdiction to all power equipment as defined in this Agreement under "Working Conditions" by the wage classification herein agreed to.

**HEALTH AND WELFARE, PENSION, TRAINING, ANNUITY
AND COOPERATIVE TRUST FUNDS**

1. Each Employer who is party to this Agreement, agrees to and shall pay and contribute an amount equal to that shown under "Schedule of Wages" in this Agreement to the following Funds:
 - a. International Union of Operating Engineers, Local 98 Health & Welfare Fund, hereinafter referred to as the "Welfare Fund".
 - b. International Union of Operating Engineers, Local 98 Pension Fund, hereinafter referred to as the "Pension Fund".
 - c. Central Pension Fund of the International Union of Operating Engineers and Participating Employers, hereinafter referred to as the "Central Pension Fund".
 - d. Local 98 Engineers Joint Training, Retraining, Skill Improvement, Safety Education, Apprenticeship and Training Fund, hereinafter referred to as the "Training Fund".
 - e. Local 98 Annuity Fund, hereinafter referred to as the "Annuity Fund".
 - f. Joint Labor Management Cooperative Trust of Local 98, hereinafter referred to as the "Cooperative Trust".
 - g. The I.U.O.E National Training Fund (NTF)
2. The respective rates per hour as shown in the schedule of wages in this Agreement shall be paid for each payroll hour (an overtime hour for this purpose shall be considered a single hour) and proportionately for each part of such an hour for each person covered by this Agreement and employed on construction projects on which the Employer shall be engaged or otherwise in the hire of the Employer.
3. As per the collection policy of the I.U.O.E local 98 Funds, the said payment shall be due and payable for all such payroll periods ending the next preceding month.
4. The Employer agrees that the obligation to make payments shall be on a parity with and enforceable, with respect to each fund, as the obligation to pay wages and this inclusive of the priorities incident to and in proceedings for the relief of debtors; and this ARTICLE shall bind all legal representatives, successors and assigns of the Employer.
5. The Trustees, or their representatives, when authorized by the Trustees in each case, shall have the right to inspect at all reasonable times the payroll records of an Employer as are deemed

necessary and pertinent to determine whether such Employer is making due and full payment of its Employer Contributions.

6. Failure of the Employer to comply with this ARTICLE, or part thereof, may be treated as a breach of the working Agreement between the Union and the defaulting Employer; and notwithstanding other provisions of this Agreement (Arbitration, page 17), or otherwise to the contrary, immediate work stoppage and the use of picket lines against such defaulting Employer are permitted. The defaulting Employer will also be assessed interest charges in accordance with the Fund Office Collection Policy. An Employer who is continually delinquent may be required to furnish the Trustees with a Surety Bond, and all costs, inclusive of legal fees, incurred by the Funds in the collection of such obligations shall be borne by the defaulting Employer.
7. Notwithstanding any termination or cancellation under this Agreement or otherwise, the obligations of this ARTICLE and the several Declarations of Trust shall be deemed continuous and the Health & Welfare Plan, Pension Plan, Central Pension Plan, Training Plan, NTF, Annuity Plan and the Cooperative Trust shall not be discontinued pending negotiations of a new Agreement.
8. The Welfare, Pension, Central Pension, Annuity and Cooperative Trust shall be respectfully administered by an equal number of Trustees appointed and/or elected by the Union and by the Associations (unless it shall be mutually agreed to increase/decrease the number of Trustees or to consolidate the Welfare Fund, Pension Funds, Training, Annuity and Cooperative Trust with the funds respective of other similar Funds) under one or more Agreements or Declaration of Trust as they are or shall be executed by such Trustees.
9. Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement. Employer irrevocably designates as his representatives among the Trustees of said Fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as that document may be amended from time to time.
10. The Welfare Fund shall be used for the purpose of providing health and welfare benefits for employees covered by this Agreement and their dependents by means of insurance or otherwise, in the discretion of the Trustees.
11. The Pension Funds shall be used for the purpose of providing pension benefits for employees covered by this Agreement by means of insurance or otherwise, in the discretion of the Trustees.
12. The Training and NTF Fund shall be used for the purpose of providing and defraying the costs of apprenticeship or other training programs.
13. The Annuity Fund shall be used for the purpose of providing retirement or lump sum benefits for employees covered by this Agreement, in the discretion of the Trustees.

14. The Cooperative Trust shall be used for the purpose of providing relief to our signatory contractors who are bidding work against non-union contractors in an effort to obtain more work for our members.
15. The I.U.O.E. Local 98 Pension Fund and I.U.O.E. Local 98 Health & Welfare Fund Trustees will convene as soon as practicable to commence discussions for changes in both plans that will reduce the benefits such that the Pension Protection Act will be satisfied for the Pension Fund and the Health and Welfare Fund will continue to provide meaningful benefits but the benefit structure will be reduced including the possibility of altering the eligibility for benefits. In the event the Pension Fund Trustees cannot agree on compliance with the Pension Protection Act, the arbitration provisions contained in the Pension Protection Act will be activated and implemented on a timely basis. Additionally, any applicable dispute mechanisms provided for in the Funds Trust Agreements may be utilized.
16. Local 98 bargaining unit members who use earned sick time hours accrued pursuant to the Earned Sick Time law, M.G.L. c. 149, Section 148C, shall be paid for those hours at straight time without fringe benefits, regardless of the day on which the earned sick time is taken.

WORKING CONDITIONS

1. For hoisting and rigging work, not related to Building Construction work, time and one half (1-1/2) will be paid for all overtime except Sundays and Holidays and when no other trades on the job are working double time.
2. Operating Engineers will work at time and one half for all overtime on site work outside the building foundation, when no other Trade is working at double time.
3. Any engineer or assistant engineer desiring to quit his job shall notify his Employer and the Business Agent of the Local Union. He shall continue on the job until relieved by a competent engineer or assistant engineer.
4. An Employer may put an engineer on straight time the day he starts to work, regardless of what day it may be, and must notify the engineer.
5. If an engineer is put on straight time at the end of a fraction of a week, he shall be paid the broken time rate for the time already worked.
6. When an employer changes an engineer from straight time to broken time, or from broken time to straight time, he shall notify the engineer of the change made and same takes effect the following Monday.
7. Engineers and assistants shall be paid before stopping time on regular pay day. In case they are not paid, they shall receive single time for waiting for their pay.

8. On overtime, nothing less than one half hour's pay for a fraction of an hour worked.
9. If Employer terminates or Lays off engineer, Employer shall pay Engineer in full on layoff date or termination date. If Engineer quits, Employer shall pay Engineer in full on the following regular pay day.
10. No engineer shall operate other than his own machine. Any changes to be made in an engineer or any machine by Master Mechanic or Superintendent, the Business Agent will be notified before any changes are made.
11. An engineer who feels he has been wrongly discharged must make a complaint to the Union or the Business Agent of the Union within twenty-four (24) hours of his discharge. If it is found that he is discharged through no fault of his own, or for unjust reason, then he is to be returned to the job and the employer shall have to pay for his lost time, providing it does not exceed one week's pay.
12. When there is an extra boiler attached to furnish steam for a machine, there shall be a second engineer employed.
13. It is agreed that the International Union of Operating Engineers, Local Union 98 and its branches claim jurisdiction over hoisting and portable engines, boilers and machinery operated by steam or mechanical power, including pumps, syphons, pulsometers, concrete mixers, stone crushers, elevators used for hoisting material, street rollers, all power shovels, cranes scrapers, tractors, bulldozers, compressors, front end loaders, scoopmobiles, well point systems (operating and installing), valves controlling permanent plant air or steam pressure, cable ways, orange peel and clam shell buckets, pile drivers, geothermal drill, micro pile machine, dinky locomotives or any machine used irrespective of its motive power.
14. In the case of any jurisdictional dispute, the Union agrees to be bound by the decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, Building and Construction Trades Department, AFL-CIO, Washington, DC.
15. The Business Agents will be allowed to visit all job and see that the terms of this Agreement are complied with.
16. Assistant engineers and oilers shall be under the immediate supervision of his engineer and be subject to the same rules, regulations and working conditions as his engineer.
17. On any job where there are six or more engineers in Classifications 1 through 4 (excluding automatic elevators in Classification 3) employed by any one employer on the regular day shift, a Master Mechanic will be employed. He shall supervise all repairs; ordinary repairs will be done by the engineer or crew operating the machine under the direction of the Master Mechanic. The Master Mechanic shall not operate any machine except in cases of emergency or to demonstrate and will work with tools when required for repairs. If a second or third shift is employed, a

Foreman Mechanic will be employed who will work under the direction of the first shift Master Mechanic.

- 18. The Union shall have the right to select one of the regular employees on the job to act as Steward and will notify the Employer of its' selection. In the selection of a Steward, regard shall be given to the employee's regular duties, in order that he may be given sufficient time to perform his duties as Steward.**

- 19. The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties. Where the Employer has a safety committee on any job, one of the employees who is a member of the Union shall be a party to such committee. The duties of the committee will described by the Employer. Safety equipment required and furnished by the Employer shall be properly used by the employees at all times, when so required and shall be returned to the Employer when not needed. Where safety shoes are required by the Employer, the Employer shall make available proper shoes; and half the cost of the shoes shall be borne by the Employer. Men required to work in foul weather to be supplied with rain gear consisting of jackets and hats. Pants and boots will be furnished by the Employer when he deems it necessary or when required by law. The employee shall be held responsible for the gear assigned to him and shall return same upon termination of his employment. Dozers, tractors, scrapers, loaders and graders will be furnished with cabs or curtains; also summer and winter fans. Welders will be supplied with hoods, gloves goggles and glasses.**

- 20. The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition of the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the exclusive responsibility of the Employer to insure compliance with safety and health standards and rules.**

- 21. Any Employer who is a party to this Agreement, which concerns itself primarily with Building Construction work, shall be bound by the terms of any existing working agreement of this Union as related to Heavy & Highway Construction, if said Employer shall engage in Heavy and Highway Construction in any territory within the jurisdiction of this Union.**

- 22. Any Employer who requires an employee to move equipment to any job, location, project or yard and such assignment causes the employee to be without his own vehicle, shall provide the employee with transportation back to his own vehicle and shall pay him at the premium rate when such takes place outside the employee's regular working hours.**

- 23. No employee shall be held responsible for equipment not properly registered or because a permit was not obtained under any applicable law or regulation or for overloading a vehicle or for operating a vehicle or other equipment which is overloaded. In any such case, the Employer will assume the legal costs involved in the defense of the employee and shall pay any fines or other assessments levied against the employee. The Employer shall reimburse the employee for any working time lost in connection with any such proceedings.**

In the event the employee's operating license is suspended for reasons stated herein, the Employer shall provide transportation to and from work or shall be liable for the work opportunity lost at no less than his regular earnings.

- 24. Any employee required to stay away from home overnight shall be compensated for reasonable room and board costs.**
- 25. An engineer or assistant engineer (oiler/apprentice) employed on a daily basis shall be employed each day the machine on which he is employed is assigned to a job. A machine shall be considered assigned to a job on the day the machine is dispatched to a job and for each subsequent day the machine is on such job. Thereafter, a machine shall be considered to be unassigned to a job when:
 - a) It is returned to the Employer's yard.**
 - b) It is removed from a job and parked on some location other than the jobsite.**
 - c) Because of unusual traffic conditions, the machine is parked on the job to which it had been assigned.**
 - d) The machine is moved to and parked on another jobsite and is to be activated on a day subsequent to the day following the day on which it is parked on such site.****
- 26. The Employer will use its best efforts to maintain a journeyman/apprentice ratio of six (6) to one (1).**
- 27. The IUOE, Local 98 Training Fund shall establish a ten (10) hour OSHA certification class and all bargaining unit employees must successfully complete this class within three years of June 1, 2002.**
- 28. The use of cell phones while engaged in the operation of a piece of construction equipment is prohibited.**
- 29. When an engineer operates a higher rated piece of equipment than the one he was assigned to for that day, he shall receive the higher rate for the entire day.**
- 30. Family and Medical Leave Act - This will confirm the understanding of the parties that, under the Family and Medical Leave Act, bargaining unit employees may be entitled to exercise their rights regarding this Federal legislation. Pursuant to this Federal legislation, the Employer of the Employee exercising his/her rights for FMLA leave, is required to tender contributions for Health and Welfare Fund benefits under a standard provided for in the Federal legislation. The parties agree that the method of determining the amount to be paid, or the method to establish notifying the Health and Welfare Fund of such individual's exercising FMLA rights, is complicated, administratively difficult, and creates a burden to the Employer. For this reason, and so long as the I.U.O.E. Local 98 Health and Welfare Fund so agrees, no such Health and Welfare contributions from contributing employers will be required when**

individuals exercise their rights under FMLA regarding the issue of payment of Health and Welfare Fund contributions. The I.U.O.E. Local 98 Health and Welfare Fund has established a program whereby such contributions are credited to the individual for eligibility during the time period that individual exercises time off from work based on the FMLA. Such credit is solely within the province of the Trustees of the I.U.O.E. Local 98 Health and Welfare Fund and the substance of this provision is subject to the Trustees continuing such crediting.

31. If a signatory contractor has assigned the operation of articulating trucks to Local 98, that assignment will remain in effect. Similarly, if the signatory employer has assigned this work to other trades, Local 98 will not contest that assignment. Local 98 will not claim to such trucks owned or operated by employers who have not had such a previous work assignment.
32. When signatory contractors are scheduled to work a four ten hour day week and a paid holiday falls on that same week, if the Employer is unable to work one of the scheduled four work days, the Employee shall be paid ten hours on the three work days (30 hours) and remain entitled to their forty hour guarantee so that the Employee is paid forty hours for that week rather than thirty-eight hours.
33. Technology: The union recognizes the employers' ongoing need to continuously upgrade the technologies it employs for safety, security and timekeeping purposes while work is being performed. These technologies include, but are not limited to, cellphones and tablets that allow the union members to record their time on and off the job, devices installed on trucks that will include global positioning systems (GPS) and/or geo-fencing software, and video systems. All of these technologies are limited to while the union member is actually working, whether at a jobsite, or at one of the employer's facilities, in order to protect the union member's privacy. The union members will bear no cost for these new technologies.

LIGHT DUTY WORK

The following applies to any bargaining unit employee who has been injured on the job and has been released to light duty work by the employee's attending physician, with such release in writing and identifying any limitations for work. The parties agree that the injured bargaining unit employee, released to light duty (as described above), will perform any light duty work the Employer may have, within the attending physician's written restrictions, regardless of the type of work involved. It is understood that this light duty work is temporary in nature (less than six months) and such work will not give rise to a craft jurisdiction claim by any other person, entity, union or employer. If such occurs, the light duty work shall cease.

The Employer agrees the assigned light duty work will not replace a worker of any craft and the Employer further agrees to pay the light duty employee his/her normal bargaining unit employee hourly rate and make the required fringe benefit contributions. Light duty work will be limited to eight (8) hours per day and forty (40) hours per week.

Additionally, in the event an employee returns to work under this clause, who thereafter ceases employment for the Employer, the Employer shall not affect the employee's right to unemployment benefits or workers compensation benefits because of work, as a result of this clause. For example,

work under this clause shall not reduce the worker's compensation or unemployment benefits an individual (who has ceased work under this clause) is entitled to because of such work.

SUB-CONTRACTING AND EQUIPMENT RENTAL

Section 1. The Employer agrees that he/she will not subcontract any work covered by this Agreement, to be done at the site of construction, alteration, painting or repair of a building, structure or other work (including quarries, rock, sand and gravel plants, established on or adjacent to the job site to process or supply materials for the convenience of the Employer for job-site use) except to a person, firm or corporation, party to a current labor agreement with the Local.

Section 2. This paragraph shall be interpreted and enforced consistent with Section 8 (e) of the Labor Management Relations Act, as amended.

Section 3. The Employer shall be responsible for the monthly payment of fringe benefit contributions measured by the hours worked at the Employer's job sites by Owner/Operators performing work covered by this Agreement. Such payment shall not be considered on an agreement that such Owner/Operators are employees of the Employer. The parties agree that, where practical, preference on overtime shall be given to Local 98 employees, rather than to Owner/ Operators.

Section 4. By Friday of the first and third weeks of each month the Employer shall notify the Local, by email or facsimile transmission, of Owner/Operators engaged on their projects and the hours they have worked.

LIABILITY INSURANCE

The Employer agrees, without cost to the employees, to provide liability insurance coverage in the amount of no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate for all employees covered by this Agreement.

Upon notification by the Union that a uniform administrative dues deduction has been authorized, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individual signed authorizations.

The Union will hold harmless the Employers for any liabilities under said deductions.

SOCIAL ACTION FUND

1) Upon notification by the Union that a uniform Social Action Fund deduction has been authorized, the Employer shall deduct said uniform Social Action Fund. The Union shall be responsible for

obtaining all individual signed authorizations.

2) It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302 © of the Labor-Management Relations Act of 1947, the signed individual authorization of every employee subject to this Agreement, both present and future. The Local shall indemnify and hold harmless the Employer from any claims arising under this Article, including the furnishing of counsel to defend against any such actions.

PRE-JOB CONFERENCE

The Employer agrees that as soon as a contract for a job has been awarded or within a reasonable time thereafter, he will notify the Union of such job award, make arrangements and hold a pre-job conference with the Union. This clause shall apply to every job or project undertaken by the Employer.

ARBITRATION

1) In any case of violation, misunderstanding, disagreement or difference in interpretation of this Agreement by either Party, either Party shall refer the matter to the Business Agent within fifteen (15) days after the alleged violation occurred. The Business Agent will meet forthwith with the Parties concerned. Failure to reach a settlement of the misunderstanding, either Party may refer the same to the Grievance Committee, as hereinafter set forth.

2) The Grievance Committee shall be comprised of two (2) representatives chosen by the Employer together with two (2) representatives chosen by the employees. This Committee will meet within forty eight (48) hours of notification to hear arguments on both sides of the controversy and shall render its decision within ninety six (96) hours from the time of this first meeting.

3) Should the Grievance Committee fail to arrive at a decision within the time specified, an umpire shall be chosen by the Committee and the matter in dispute shall be referred to him for decision. Selection of the umpire shall be made within twenty four hours of expiration of the Committee's time. If the Committee is unable to agree upon an umpire, the matter shall be referred to the American Arbitration Association. Pending final decision of the grievance, work shall be continued in accordance with the provisions of this Agreement.

EQUAL OPPORTUNITY

The Parties to this Agreement agree to actively promote and adhere to the intent and purpose of the Civil Rights Act of 1964 and the Executive Orders issued pursuant thereto.

SEVERAL LIABILITY

The obligation of each Employer-Member of the Associations covered by this Agreement shall be several and not joint.

TERMINATION

This Agreement, effective June 1, 2024 shall continue in effect until May 31, 2028.

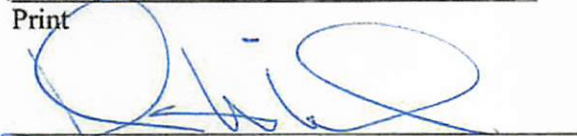
This Agreement shall continue to be effective from year to year unless either Party on or before March 1, 2028 or prior to March 1st in any year thereafter, gives notice in writing to the other Party of its intention to terminate, alter or amend this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused these present to be signed by their duly authorized representatives this 13 of January, ~~2024~~, 2025

Employer

Jonathan H. Miller

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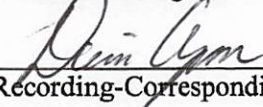


Signature

International Union of Operating Engineers
HOISTING AND PORTABLE ENGINEERS
LOCAL 98, 98A, 98B, 98R, AFL-CIO



Business Manager/President



Recording-Corresponding Secretary