

COLLECTIVE BARGAINING AGREEMENT

by and between

**BGIS GLOBAL INTEGRATED SOLUTIONS US LLC (BGIS)
AT
4513 WESTERN AVE, LISLE, IL 60532**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
OF CHICAGO, ILLINOIS AND VICINITY
LOCAL NO. 399**

AUGUST 1, 2021 THROUGH DECEMBER 31, 2024

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AGREEMENT FOR PERIOD
AUGUST 1, 2021 THROUGH DECEMBER 31, 2024

THIS AGREEMENT made and entered into as of the 1st of August 2021 by and between

BGIS Global Integrated Solutions US LLC
At
4513 Western Ave, Lisle, IL 60532

hereinafter referred to as the "Employer"

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL - CIO),
hereinafter referred to as the "UNION" agree as follows:

SECTION 1.

The Employer agrees to the following terms of this Agreement:

SECTION 2. RECOGNITION – JURISDICTION

The employer recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time Critical Facility Engineers and Lead Critical Facility Engineers employed by the Employer at its facility located at 4513 Western Ave, Lisle, IL 60532.

SECTION 3. RESPONSIBILITY FOR WORK

- A. The bargaining unit employees consisting of Critical Facility Engineers and Lead Critical Facility Engineers, shall be responsible for and shall operate and maintain in good running order all machinery and equipment for which they are responsible. They shall maintain, repair, and operate the Employer's mechanical systems and equipment throughout the Building including, but not limited to, the heating, cooling and ventilation systems; water, gas, and compressed air systems; control systems; refrigeration equipment; and lighting components; where employees are qualified to do so and where business needs so dictate. The employees shall also maintain and operate electrical systems including Uninterruptible Power Systems, Remote Power Panels, Static Transfer Switches, Power Distribution Units, Automatic Transfer Switches, generator systems, transformers. Oversight of vendors to perform tasks outside of the employee's knowledge, skills, and abilities and/or required licensing/certifications. They shall perform all work that has traditionally and historically been within the work jurisdiction of the engineers, except that they shall not be required to perform major repairs not reasonably expected of an Engineer or monitor equipment while away from the job site without compensation for time spent in such activity.
- B. All work of the bargaining unit shall be performed by unit employees, and the Employer shall not sublet or contract out bargaining unit work (except major repairs not reasonably expected of a Critical Facility Engineer and/or Lead Critical Facility Engineer) without the agreement of the Union.
- C. Employees shall obey all orders of those in authority. The Employee shall not be unfairly disciplined as a result of having received conflicting orders from persons having apparent authority.

SECTION 4. NON-DISCRIMINATION

- A. The parties to this agreement will not discriminate against any individual in regards to race, color, religion, gender, national origin, age, disability, ancestry, creed, marital status, sexual orientation, gender identity, Veteran or military status, union status, genetic information or any other basis prohibited by local, state or federal law in the relevant jurisdiction.
- B. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

SECTION 5. EMPLOYMENT TERMINATION-DISCIPLINE-SEVERANCE PAY

- A. The right to employ, discipline, discharge and lay off for cause shall be vested solely in the Employer, but the Union shall have the right in case of discharge, discipline, or layoff to investigate the reasons therefore and to protest such discharge, discipline, or layoff through the grievance procedure. The Employer shall provide the Union with a copy of any written work rules or amendments thereof applicable to bargaining unit employees which are promulgated during the term of this Agreement.
- B. Except for discharge for serious misconduct, intoxication, insubordination, habitual absence, gross negligence, or the unlawful use or possession of drugs or controlled substances, the Employer shall give to the employee written notice five (5) days prior to the effective date of the discharge, or five (5) days' pay, in addition to all other benefits which the employee had accrued, to date of discharge. The day on which the notice is given shall be excluded from the five (5) day period. The employee may resign by giving to the Employer the same notice.
- C. The names and addresses of all employees newly hired or discharged shall be sent to the Union by the Employer within 72 hours after their hiring or discharge. A newly hired employee, without previous service with the Employer, shall be considered as a probationary employee for the first 60 days of his employment and shall not have the benefit of subsection (B) above or recourse to the grievance procedure.
- D. UNION SHOP - All present employees who are members of the Union on the effective date of this Agreement or on the date of the execution of this Agreement, whichever is the later, shall remain members of the Union 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 of the Union as a condition of employment on and after the 61st day following the beginning of their employment or on and after the 61st day following the effective date of this Agreement or the date of this Agreement, whichever is the later.

- E. **CHECK-OFF** - The Employer agrees that, for the term of the current collective bargaining agreement, or any extension thereof, between the Employer and International Union of Operating Engineers, Local 399, (the "Union"), it will deduct Union dues from the earnings of Employees from whom it has received lawfully executed written deduction authorizations, and remit such dues to the Treasurer of the Union or such other person as may be designated in writing by the Union. The Union will notify the Employer in writing of the exact amount to be deducted and will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

SECTION 6. WAGES: LEAD CRITICAL FACILITY ENGINEERS AND CRITICAL FACILITY ENGINEERS

Effective January 1, 2022, Critical Facility Engineers shall be paid at a rate of \$40.00 per hour.

Effective January 1, 2023, the amount of One Dollar and Ninety-Five Cents (\$1.95) per hour shall be allocated, at the Union's direction, to Wages, Pension contributions, Health & Welfare contributions which may include an allocation to the Health Reimbursement Arrangement (HRA) accounts, and/or Educational Training Fund contributions. The Union shall inform the Employer of the specific allocations no later than November 1, 2022.

Effective January 1, 2024, the amount of One Dollar and Ninety-Five Cents (\$1.95) per hour shall be allocated, at the Union's direction, to Wages, Pension contributions, Health & Welfare contributions which may include an allocation to the Health Reimbursement Arrangement (HRA) accounts, and/or Educational Training Fund contributions. The Union shall inform the Employer of the specific allocations no later than November 1, 2023.

Lead Critical Facility Engineers shall have a minimum differential of 10.0% in excess of the above hourly rate for Operating Engineers.

Engineers will be paid weekly per the Employer's current pay period.

SECTION 7. OVER-SCALE RATE

- A. Each employee covered by this Agreement shall receive the cents per hour increases in wage rates provided in Section 6 even though he may be enjoying a wage rate higher than that specified in Section 6 prior to the day preceding any general wage rate change under this Agreement. Although this Agreement states essential provisions covering wages, hours, and working conditions applicable to all covered employees and buildings (Employers), it does not state each privilege, rule of the shop or working condition which employees in a particular building currently have in place in such building. Accordingly, it is agreed that no building (Employer) shall use this Agreement as a reason for reducing or eliminating a beneficial working rule, rule of the shop privilege, wage rate or salary, without first obtaining consent of the Union.
- B. **EARLY REPORTING** - Should any engineer be required to report to work earlier than his normal starting time, such earlier time shall be added to the regular day's work and paid at the applicable rate.
- C. **SENIORITY** - Seniority is the length of service in the bargaining unit with the Employer in the building. The principle of seniority from date of hire shall prevail in all cases of Paid Time Off (PTO), layoff, rehire, and shift choice if the employee has the requisite qualifications necessary as established by the Employer. In cases of promotion, seniority shall govern if qualifications are equal.

SECTION 8. WORK WEEK/HOURS OF WORK

- A. The standard work week is forty (40) hours, consisting of either eight (8) hours per day, five (5) days per week, or ten (10) hours per day, four (4) days per week, or twelve and one-half (12½) hours per day, three (3) days per week coupled with four (4) days on the opposing week, Monday through Sunday at the sole discretion of the Employer. All overtime premiums will be computed under this definition.
- B. The Employer shall have the right at its sole discretion to increase or decrease its work force.
- C. All hours worked outside of an employee's regular schedule will be paid at one and one half (1½) times the regular hourly rate (inclusive of any shift premiums). Overtime shall be paid on all hours worked in excess of forty (40) hours in any work week.
- D. Only hours worked will be considered as time worked for purposes of computing overtime.
- E. Any overtime must be authorized by an employee's supervisor.
- F. Employees are required to work overtime if directed to do so by the Employer.
- G. There shall be no pyramiding of overtime. Overtime or premium pay will be paid per the provisions of this Agreement, but not more than one provision shall apply for the same time worked.
- H. Overtime shall be offered in a fair and equitable manner with no guarantee that it will be equalized.
- I. First shift and second shift shall be defined as the shift in which a majority of the hours are worked, and are as follows:
First Shift is any shift that starts between the hours of 4:30 a.m. and 12:30 p.m. Second Shift is any shift that starts between 12:30 p.m. and 8:30 p.m.
- J. If the Employer starts a shift at a time other than those set forth above, the shift shall be considered the type of shift to which its starting time is closest. For example, a shift which starts at 3:00 a.m. shall be considered a day shift because its starting time is closest to the day shift starting time. Any additional shifts between the hours of 8:30 p.m. - 4:30 a.m. will be negotiated with the Union.
- K. An extra ten percent (10%) per hour shall be paid for all hours worked on a Second Shift. Any employee grandfathered with a rate higher than this will see no reduction in pay. If reassigned to day shift, the day shift rate will apply.
- L. Each employee shall receive a thirty minute (30) paid lunch period. The Employer shall use its best efforts to schedule lunch periods at approximately the midpoint of an employee's shift. The Employer shall not be required to schedule lunch periods for all

employees at the same time and may stagger the lunch periods of the workforce.

- M. Each employee shall be entitled to two paid 15-minute breaks at a reasonably close time to two hours and six hours into their shift. Employees working a twelve and one-half (12½) hour shift shall be entitled to three paid 15-minute breaks at a reasonably close to equal intervals of work between all breaks.
- N. In all cases related to breaks, the employees that are working on any given day must rotate all breaks among themselves. Additionally, based on workload activities and/or incident response, situations may arise when the employee may not be able to take lunch or breaks when they desire. It shall be understood that the Employer will do their best to accommodate but cannot guarantee specific times or time periods.
- O. Any phone consultation calls during time scheduled off will be paid at one hour per instance.
- P. An emergency call-back is defined as an unscheduled request made by an appropriate manager for an employee to return to work to do unforeseen or emergency work, after leaving the building or work location at the end of their regular shift and before the beginning of the next regularly scheduled shift. If the employee is called back to work outside their normal work schedule, they'll be paid for the time worked or a minimum of two (2) hours at time and one half the employee's regular rate of pay, whichever is greater. Managers shall establish reasonable maximum response/acknowledgement times (between 15 and 60 minutes). Time worked while on call will be calculated at the employee's regular rate of pay. If the employee is called back to work, they will be paid for travel time. If while on-call the employee is not called back, no pay will be earned. Unless otherwise required by law, overtime compensation is applicable only when total hours worked exceed the regular full-time work cycle. Emergency call-backs that occur during paid holiday leave will be considered overtime. Team members who are on call must adhere to all Employer policies, including substance abuse and testing. Any variance from such policies may result in disciplinary action.
- Q. Any member who is on call will be paid a duty pay for carrying the burden of the phone for hours that they are not on site and when there is no one else on site. This rate will be \$2.50 per hour and equally rotated to all engineers who are qualified to have said responsibilities.
- R. Any employee who works a 7th consecutive day with management's approval for a full shift will be paid at double time (2x) their regular rate of pay inclusive of any shift premium.

Overtime and holiday premiums shall not be duplicated or pyramided; and, hours used to compute one premium shall not be used to compute another provided that where two (2) or more premiums apply to the same hours worked, the highest shall be paid.

SECTION 9. FUNERAL LEAVE

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral and at the request of the

Employer, the Employee shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the Employer. The term "immediate family" shall mean: spouse, parent, child, brother, sister, and grandparent.

SECTION 10. MAXIMUM LEAVES OF ABSENCE

If an employee is absent from work for any reason (except for military leave) for a period of twelve (12) consecutive months, the employee shall be terminated. During the twelve (12) consecutive months prior to termination employees will continue to accrue seniority.

SECTION 11. JURY DUTY

- A. The Employer recognizes the responsibility of every citizen to serve on jury duty when summoned, whenever personal and business circumstances permit. If an employee is called to serve, the employee will need to provide a copy of the jury duty notice to their supervisor and to Human Resources so that proper adjustments can be made to accommodate their schedule changes.
- B. If the employee is in a position of status critical to the efficient functioning of the Employer, the Employer may apply to the court for postponement of duty.
- C. Full-time team members will continue to receive regular pay during jury duty up to a maximum of ten (10) days per year. If the jury duty extends beyond ten (10) days, available Paid Time Off (PTO) hours can be used while on leave. If an employee does not have any Paid time Off (PTO) hours available, this leave is unpaid up to two weeks unless otherwise required by law. If the employee is a part-time or temporary team member, the employee is eligible for time off to attend to jury duty without pay. Employees are expected to report to work on any day that jury duty hours reasonably permit.

SECTION 12. PAID TIME OFF (PTO)

Employees are provided Paid Time Off (PTO) to be used by the employee for their personal use including illness and Paid Time Off (PTO). All employees shall be granted paid Paid Time Off (PTO) according to their years of uninterrupted service with the Employer as shown below. The value of a Paid Time Off (PTO) day is eight (8) hours.

<u>Anniversary Year</u>	<u>Paid Time Off (PTO)</u>
0 to 4 years	128 hours of Paid Time Off (PTO)
5 to 9 years	168 hours of Paid Time Off (PTO)
10 or more years	208 hours of Paid Time Off (PTO)

Employees hired after the first of the year will receive a prorated amount of Paid Time Off (PTO) during their first calendar year of employment.

Paid Time Off (PTO) will be determined on a yearly basis from January 1" through December 31st. All Paid Time Off (PTO) will be taken as time off in the year of entitlement.

The time of every employee's Paid Time Off (PTO) must be approved by supervision consistent with availability of relief personnel and Employer need.

In the event of termination, Paid Time Off (PTO) entitlement is based on service with the Employer. An employee who has not taken all earned Paid Time Off (PTO) prior to the time of layoff or termination of service shall receive pay for earned but unused Paid Time Off (PTO) at that time.

An employee on medical leave of absence shall earn Paid Time Off (PTO) for the time he/she is on leave of medical absence.

An employee's Paid Time Off (PTO) shall begin when he/she completes his/her last regularly scheduled shift and continue until the start of his/her first regularly scheduled shift.

SECTION 13. HOLIDAYS AND HOLIDAY PAY

The following days, or the days on which they are legally observed, shall be observed as holidays. The Employer shall observe the following paid holidays for regular full-time employees. The value of a holiday is eight (8) hours paid at straight time.

New Year's Day

Independence Day

Memorial Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above. An employee required to work on any of the above-mentioned holidays shall be paid two and one half ($2\frac{1}{2}$) times such employee's rate for all hours worked. An employee scheduled to work who fails to report to work shall receive no pay (and may be subject to disciplinary action if the absence is unexcused). If an employee is not scheduled to work and is called in to work, , they will be paid for the time worked or a minimum of two (2) hours at one and one half ($1\frac{1}{2}$) times the employee's regular rate of pay (plus 8 hours for holiday pay as outlined above).

SECTION 14. PENSION

The Employer shall pay to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of One Dollar (\$1.00) for the period August 1, 2021 through December 31, 2021, for each hour worked by employees covered by this Agreement, including temporary employees. The Employer is not required to make contributions on behalf of employees hired as seasonal student help.

Effective January 1, 2022, the Employer shall pay to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of One Dollar and Fifty Cents (\$1.50), for each hour worked by employees covered by this Agreement, including temporary employees. The Employer is not required to make contributions on behalf of employees hired as seasonal student help.

Effective January 1, 2023, the amount to be contributed by the Employer may be increased as directed by the Union pursuant to Section 6.

Effective January 1, 2024, the amount to be contributed by the Employer may be increased as directed by the Union pursuant to Section 6.

Paid holidays (including personal/sick time), Paid Time Off (PTO), jury service and funeral leave shall constitute time worked for the purpose of this section. Not to exceed a maximum forty (40) hours per week. Any hours actually worked shall not apply to the maximum described here. The Employer agrees to be bound by the provisions of the Central Pension Fund Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

SECTION 15. HEALTH AND WELFARE

The Employer agrees to be bound by the provisions, rules and regulations of the Health and Welfare Trust Agreement, including a Health Reimbursement Account Plan, (HRA), upon execution. An individual who is actively employed by an Employer and on whose behalf the Employer submits contributions to this Fund shall be eligible for benefits on the first day of the month following the date of hire. Temporary, seasonal, casual, special project and/or contingent employees, including Paid Time Off (PTO) relief, are not eligible, except as defined below. The Union and Employer intend that the terms of this section conform to the Affordable Care Act, ("ACA").

A. For the period of August 1, 2021 through December 31, 2022, the Employer shall contribute to the Health and Welfare Trust, International Union of Operating Engineers, Local 399, the monthly rate of \$1,308.00, which includes \$121.00 per month allocated to the Health Reimbursement Account, for each employee covered under the collective bargaining agreement.

Effective January 1, 2023, the amount to be contributed by the Employer may be increased as directed by the Union pursuant to Section 6.

Effective January 1, 2024, the amount to be contributed by the Employer may be increased as directed by the Union pursuant to Section 6.

The Employer shall start paying contributions on the first day of the month following the date of hire, at which time insurance coverage commences.

The Employer shall pay a full month of contributions for the month in which the employee terminates, and insurance coverage shall cease at the end of that month.

Paid holidays, (including personal/sick time), Paid Time Off (PTO), jury service and funeral leave shall constitute time worked for the purpose of this section.

B. If an employee is absent because of a non-occupational or occupational illness or injury, the Employer shall pay the required payment for a period of one hundred and twenty days. The Employer will notify the Union when the Employer stops making the payment for the absent employee at the conclusion of ninety days.

C. Where a temporary replacement is hired for Paid Time Off (PTO) relief, seasonal, casual, special project or contingent employees, including coverage defined in (b) above, for a defined period of time not to exceed ninety (90) days, the Employer shall not be required to make contributions.

D. Where a temporary employee's assignment exceeds ninety (90) days, the employer will be required to make contributions on behalf of the employee(s) on the first of the month preceding the ninetieth day of employment, at which time the employee(s) shall be a regular active employee. The seniority date shall be the initial date of hire.

E. The obligation to make the above payments shall continue during periods when a new collective bargaining agreement is being negotiated.

HEALTH AND WELFARE AND PENSION CONTRIBUTIONS

In the event the Employer is delinquent in making Pension or Health and Welfare contributions, and such delinquency continues for thirty (30) days after written notice to said employer, the grievance and arbitration process and the Union shall be free to take any lawful action against the Employer.

SECTION 16. NO-STRIKE CLAUSE

During the term of this Agreement, there shall be no strikes, lockouts, or picketing. Refusal of any employee to cross a primary picket line shall not be grounds for discharge or disciplinary action.

SECTION 17. GRIEVANCE AND ARBITRATION PROCEDURE

If any employee or the Union has a grievance, it shall be presented to the immediate supervisor outside of the bargaining unit within five (5) working days after the event which gave rise to such grievance. Any grievance not presented to the Supervisor within five (5) working days shall be deemed waived. If the grievance is not resolved in the meeting of the aggrieved employee and the immediate supervisor, within two (2) working days, the aggrieved employee shall reduce the grievance to writing and sign it. The written grievance shall be presented to the Union Representative and the Employer who shall meet within a reasonable period of time in a further attempt to adjust the grievance. Any grievance not disposed of according to the provisions of the preceding paragraph and all grievances involving the interpretation or application of this Agreement shall be processed as follows:

- A. Within fifteen (15) days from the date the grievance arose (exclusive of Sundays and Holidays) the Union may present the grievance to the Employer who shall then meet with reasonable promptness and endeavor to reach a final and binding solution.
- B. If they fail to resolve the matter within fifteen (15) days, the Union or the Employer may request that the grievance be referred to an impartial arbitrator whose decision (award) shall be final and binding upon the Employer (building), the employees, and the Union. In the event that the parties are unable to agree on an arbitrator, the Employer and the Union shall join in a request to the Federal Mediation and Conciliation Services for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators (NAA) and are available to serve in Chicago. The parties shall then attempt to agree upon an arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators, who are members of the NAA, shall be eliminated by the Union and Employer alternately striking one (1) name at a time.

The remaining name shall be the arbitrator chosen, and his authority shall be limited to making a decision on the grievance in question in conformity with the terms of this Agreement. It is agreed that an arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The cost of the arbitrator's services and a stenographic transcript shall be shared equally by the Employer and the Union. Any other expenses, such as wages, fees, living or traveling expenses of representatives or witnesses must be paid by the party incurring such expenses.

- C. Pending exhaustion of the grievance procedure, including arbitration when necessary, the employees (except any discharged without notices under Section 5, Paragraph (B) of this Agreement), shall continue to work, and the Employer shall continue in effect the working conditions which existed prior to the time the grievance arose.
- D. All time limitations stated in this Section may be extended by agreement of the Union and the Employer.
- E. The failure or refusal of the Employer (building) to meet with Union Representatives to adjust a grievance as required by this section or a failure or refusal to accept as binding, an arbitration decision (award) hereunder, will free the Union and employees from the obligation of the no-strike clause as to the Employer, and the Union shall also be free to strike and take any other lawful action against such building.

SECTION 18. DRUG & ALCOHOL TESTING

The Employer has an obligation to maintain a safe, healthy and productive work environment for its employees. An employee under the influence of drugs or alcohol on the job can be a serious safety risk to himself or herself, to other employees, and, in certain instances, to the general public. Abuse of drugs or alcohol also has a negative impact on the productivity and health of employees. In order to maintain a safe and healthy work environment, the Employer has established the following drug testing policy.

Drug and Alcohol Testing

The Employer may require testing of an employee involved in an accident at work or for whom there is a reasonable suspicion that the employee has used drugs or alcohol or is under the influence of drugs or alcohol while at work or on the Employer's property.

The Employer may require testing of any employee involved in a fight while at work or on the Employer's property.

Definition

Under the influence: Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

Illegal drug: Any drug that is not legally obtainable; that is legally obtainable but has not been legally obtained; or, that is being used in a manner or for a purpose other than prescribed.

Reasonable suspicion: A belief that an employee may be under the influence of drugs or alcohol. Such belief must be based on some objective indicia, which may include but is not limited to, the following matters: erratic or unusual behavior by an employee; disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol; observation of possible ingestion of alcohol or use of drugs; and, involvement in an accident, fight or other circumstances which could lead a reasonable person to believe that the use of drugs or alcohol may have been involved.

Disciplinary Action

Any employee who refuses to cooperate with testing procedures or tests positive for drug and/or alcohol use will be terminated for a first offense.

SECTION 19: EDUCATIONAL TRAINING FUND

The Employer shall contribute to the International Union of Operating Engineers Local 399 Educational Training Fund a lump sum equal to One Thousand One Hundred and Twenty Dollars (\$1,120), of such amount, \$108.20 shall be payable by the Educational Training Fund to the National Training Fund, multiplied by the number of the Employer's active full-time employees covered under this collective bargaining agreement as of August 1, 2022

Effective January 1, 2023, the amount to be contributed by the Employer may be increased as directed by the Union pursuant to Section 6.

Effective January 1, 2024, the amount to be contributed by the Employer may be increased as directed by the Union pursuant to Section 6.

The Employer agrees to be bound by the provisions of the Educational Training Fund Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

For purposes of this Section, Trainees working for the Employer full-time pursuant to the collective bargaining agreement between the Employer and the Union covering Trainees shall be considered active full-time employees covered under this collective bargaining agreement.

SECTION 20. CHANGE OF MANAGEMENT

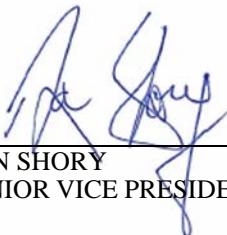
This Agreement shall remain in full force notwithstanding changes in ownership, control or management of any building. Within thirty (30) days of change of ownership or management of such building, the Employer shall notify the Union of such change. Changes in ownership, control or management do not relieve the owner or manager of his or their obligations under this Agreement.

SECTION 21. DURATION OF AGREEMENT

- A. This Agreement shall be effective as of August 1, 2021 and shall continue in full force and effect until midnight December 31, 2024.
- B. For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

This Agreement is made in duplicate and each copy is an original copy executed at Chicago, Illinois this 14th day of July, 2021.

EMPLOYER:



RON SHORY
SENIOR VICE PRESIDENT, HUMAN RESOURCES

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 399



PATRICK J. KELLY
PRESIDENT & BUSINESS MANAGER



VINCENT T. WINTERS
RECORDING/CORRESPONDING SECRETARY

SCHEDULE A
STATIONARY ENGINEERS' CRAFT JURISDICTION

All persons engaged in supervising, controlling, operating or assisting in operating all heating equipment (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air-conditioning units and plants, fans, siphons, bridges (including turntable, jackknife and span-fit type), also automatic and power-oiling pumps and any and all automatic and power-driven machines and engines (including all appurtenances) used on mechanically-operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of the motive power), and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines: the supervision of all mechanical operation and any and all appurtenances connected with and used in power and plant operation in all commercial and industrial activity, including railroads, utilities, hydroelectric and municipal power plants, and any and all power-driven engines or units connected with and operating water, filtration and chlorine plants, garbage and sewage disposal plants, breweries, distilleries, canneries, reduction plants, legitimate and motion picture theatres, ice and cold storage plants, coal yards, dairies, creameries, and other dairy products plants, office and municipal buildings, schools, hotels, motels, apartment hotels and apartment houses, hospitals, department stores, laundries, metal and other junk yards and junk segregating plants, oil drilling, refining and producing plants, (including control of pressure and temperature of gases, liquids and otherwise) and pipe line pumping and boosting stations; the operation of valves, gates, locks and all machinery on dams or spillages; and bakeries, paper and pulp mills, newsprint plants, shipbuilding and ship repair yards, and any and all other industries and manufacturing plants, operating machines and engines and other appurtenances (irrespective of motive power); all persons engaged in supervising, controlling, operating or assisting in operating, maintaining and assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion, and its products, such as radioactive isotopes and cryogenic equipment, materials and processing; all persons engaged in other capacities other than operating capacities in the aforementioned plants, industries, services and/or institutions.

TRAINEES

SECTION 1. JURISDICTION

This Agreement has been entered into for the purpose of recording agreement on wages, hours, and other terms and conditions of employment of Engineer Trainees (hereinafter often referred to as "Trainees") employed in work within the traditional and historical work jurisdiction of the engineers under direction of Engineers, Assistant Chief Engineers and Chief Engineers and shall not be required to work a shift alone.

SECTION 2. RELATION TO PRINCIPAL AGREEMENT

The Employer and the Union entered into an Agreement covering wages, hours, and other terms and conditions of employment of Engineers for the period from August 1, 2021, through December 31, 2024, which is the principal Agreement which shall apply to Trainees unless there is a different and specific provision with respect to Trainees in this Agreement. Where such different and specific provisions for Trainees are made herein, they shall govern.

SECTION 3. EMPLOYMENT, TRAINING PERIOD AND PROBATIONARY PERIOD

A. The number of Trainees who may be employed shall be determined by agreement between the Union and the Employer. The Employer shall give advance written notice to the Union of its intent to engage Trainees.

B. The Employer will obtain the Union's consent to each individual hired as a new Trainee and the Union agrees that its consent will not be unreasonably withheld. In the event of a layoff or cut back in the number of employees in the bargaining unit, Trainee(s) will be eliminated first.

C. The Engineer Trainee Program is designed to train persons so that they qualify to become Engineers. Ordinarily, three (3) years training is required for qualification, but, in particular cases where the earlier full qualification of a Trainee is agreed to by the Union and the Employer, a shorter training period may be deemed sufficient. Each person who enters the Trainee Program shall attend the Local 399 school at their own expense for the full three (3) year period. Upon written request from the Employer, the Union shall provide the Employer with written verification of the Trainee's progress in and completion of such schooling.

D. Each Trainee shall be a probationary employee for the first four (4) months of his employment as a Trainee. During the probationary period, he may be discharged, laid off, or otherwise terminated without regard to the usual requirement of just cause, or resort to the grievance procedure applicable to Trainees upon completion of the four (4) month probationary period.

SECTION 4. WAGE RATES

The starting rate and job wage rates of trainees shall be:

First 12 months of service	\$15.00
Second 12 months of service	\$16.00
Third 12 months of service	\$17.00
Fourth 12 months of service	\$18.50

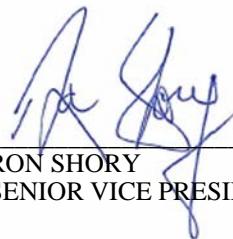
The Employer will notify the Union whenever the wages of a Trainee are adjusted.

SECTION 5. DURATION OF AGREEMENT

For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understanding as to the application or interpretation of any provision of this Agreement.

This Agreement is made in duplicate and each copy is an original executed at Chicago, Illinois, this 14th day of July, 2021.

EMPLOYER:

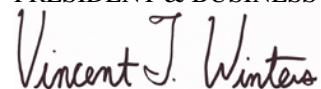


RON SHORY
SENIOR VICE PRESIDENT, HUMAN RESOURCES

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 399



PATRICK J. KELLY
PRESIDENT & BUSINESS MANAGER



VINCENT T. WINTERS
RECORDING/CORRESPONDING SECRETARY

**THE FOLLOWING COUNTIES ARE IN THE TERRITORIAL JURISDICTION OF
LOCAL #399**

STATE OF ILLINOIS

Adams	Du Page	Jo Davies	McHenry	Saline
Alexander	Edgar	Johnson	McLean	Sangamon
Bond	Edwards	Kane	Menard	Schuylerville
Boone	Effingham	Kankakee	Mercer	Scott
Brown	Fayette	Kendall	Monroe	Shelby
Bureau	Ford	Knox	Montgomery	Stark
Calhoun	Franklin	Lake	Morgan	Stephenson
Carroll	Fulton	La Salle	Moultrie	Tazewell
Cass	Gallatin	Lawrence	Ogle	Union
Champaign	Greene	Lee	Peoria	Vermillion
Christian	Grundy	Livingston	Perry	Wabash
Clark	Hamilton	Logan	Piatt	Warren
Clay	Hancock	Macon	Pike	Washington
Clinton	Hardin	Macoupin	Pope	Wayne
Coles	Henderson	Madison	Pulaski	White
Cook	Henry	Marion	Putnam	Whiteside
Crawford	Iroquois	Marshall	Randolph	Will
Cumberland	Jackson	Mason	Richland	Williamson
De Kalb	Jasper	Massac	Rock Island	Winnebago
Dewitt	Jefferson	McDonough	Saint Clair	Woodford
Douglas	Jersey			

STATE OF INDIANA

Adams	Huntington	Lake	Noble	Starke
Allen	Jasper	La Porte	Porter	Steuben
De Kalb	Kosciusko	Marshall	Pulaski	Wells
Elkhart	LaGrange	Newton	St. Joseph	Whitley
Fulton				