

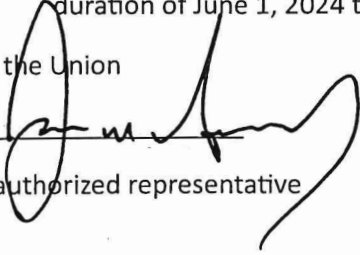
-International Union of Operating Engineers Local 150, AFL-CIO and MARBA, Excavators, Inc., and CAWGC
Tentative Agreement

This Memorandum of Understanding is made by and between the Mid-American Regional Bargaining Association, for and on behalf of its participating employer associations (collectively, "MARBA") and Excavators, Inc. for and on behalf of its employer members (collectively, "Excavators"), and the Contractors Association of Will and Grundy Counties, for and on behalf of its employer members (collectively, "CAWGC") and the International Union of Operating Engineers Local 150, AFL-CIO (collectively, the "Union").


Subject to the parties' ratification procedures, the parties agree to extend their June 1, 2021 to May 31, 2024 labor agreement an additional three (3) years, from June 1, 2024 through May 31, 2027, with all dates therein modified to reflect new contract term, and with the following additional modifications:

1. Economic increases of
 - a. June 1, 2024, 5.5%, subject to allocation by the Union in its sole discretion.
 - b. June 1, 2025, 5.35%, subject to allocation by the Union in its sole discretion.
 - c. June 1, 2026, 5.25%, subject to allocation by the Union in its sole discretion.
2. All dates in the June 1, 2024 to May 31, 2027 labor agreements between the Union and the respective Associations will be modified to reflect the new duration the parties agreed to.
3. See attachment A.
4. All other existing work rules in the June 1, 2021 to May 31, 2024 labor agreements between the Union and the respective Associations will remain unchanged for the duration of the new labor agreement as referenced above. That is to say no changes to the existing work rules will be made for the new labor agreement with the duration of June 1, 2024 to May 31, 2027.

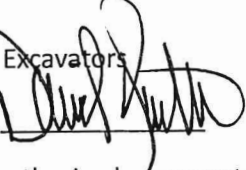
For the Union

By: 
Its authorized representative


For MARBA

By: 
Its authorized representative

For Excavators

By: 
Its authorized representative

For CAWGC

By: 
Its authorized representative

Dated May 31, 2024

SUBCONTRACTOR

A. Site of Construction. The Employer agrees that he will not contract or sub-contract any work covered by the Scope of Work of this Agreement and/or work coming under the occupational jurisdiction of the Union (including but not limited to assembly, disassembly and dismantling of equipment, construction materials testing, landscaping, welding on tooling and equipment, the moving/loading/unloading/transportation of equipment, and surveying) to be done at the site of construction, alteration, painting, or repair of a building, structure, or other work, except to a person, firm or corporation, party to this Agreement or the applicable current labor agreement with the Union. In no way shall this provision be interpreted to include transportation work outside the proviso of Section 8(e) of the National Labor Relations Act or work performed away from the site of construction, alteration, painting, or repair of a building, structure, or other work. If any portion of this paragraph is found to be transportation work outside the proviso of Section 8(e) or work away from the site of construction, alteration, painting, or repair of a building, structure, or other work, then that portion shall be covered by paragraph B of this Section.

B. Away From the Site of Construction. The Employer agrees that he will not contract or sub-contract any work covered by the Scope of Work of this Agreement and/or work coming under the occupational jurisdiction of the Union and/or the moving and transportation of all power driven self-propelled equipment listed in the wage classifications of this Agreement when moved from job site to job site, from yard or shop to job site, from job site to yard or shop, from yard or shop to yard or shop, and to or from any parked location to or from these locations, when performed away from the site of construction, except to a person, firm or corporation, who agrees that its employees will work in accordance with the schedule of hours provided for in this Agreement or the applicable current labor agreement with the Union and will not receive less than the wages and economic benefits provided for in this Agreement or the applicable current labor agreement with the Union (including holidays, vacation savings, additional pay, overtime, health and welfare and pension contributions or benefits or their equivalent and any other economic programs or contributions required by this Agreement or the applicable current labor agreement with the Union); moreover, the person, firm or corporation must agree to submit any grievance or disputes concerning their performance or compliance with these requirements to the grievance procedures set forth in this Agreement.¹

¹ This paragraph "B" shall not apply to work performed by an Employer's Teamster-represented employees when the Employer has historically and traditionally assigned that work to its Teamster-represented employees.