

**CRANE SERVICE SWEETWATER AGREEMENT****TABLE OF CONTENTS**

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# **CRANE SERVICE SWEETWATER AGREEMENT**

This Agreement is made and entered into by Crane Service, Inc. whose signature is affixed hereto, hereinafter referred to as the "Employer"; and the International Union of Operating Engineers, Local 178, hereinafter referred to as the "Union".

## **ARTICLE I RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Operating Engineers, of the Employer, over which the Union has occupational and territorial jurisdiction.

## **ARTICLE II COVERAGE**

The terms of this Agreement shall cover all Construction work within the territorial jurisdiction of the Union as outlined in "Appendix B". Construction work shall be classified as either Building, Heavy, Highway, Residential, Crane Rental or Hazmat according to the definitions outlined in "Appendix A". The parties to this Agreement shall be bound by the Department of Labor's classification of work on all projects where such classification is mandated by Law, except projects that the parties have specifically agreed should be classified otherwise.

## **ARTICLE III HIRING (Job Referral)**

The Employer agrees that the Union shall have the first opportunity to furnish all classifications of employees covered by this Agreement and the Union shall have at least forty-eight (48) hours (two working days) to fill a job request, excluding Saturdays, Sundays and holidays. If the Union is unable to refer an applicant within the specified time, it shall not be a violation of this Agreement for the Employer to hire from any source available, provided that the applicant thus hired shall acquire a referral from the Union prior to beginning work.

The Employer may request any applicant, by name, who is properly registered with the Union for employment and who has been employed by the Employer within the occupational and territorial jurisdiction of the Union during the preceding twenty-four (24) calendar months.

Selection of applicants shall be on a nondiscriminatory basis. The Employer retains the right to reject any applicant referred by the Union and to be the sole judge of an applicant's qualifications.

## **ARTICLE IV JURISDICTION**

The Employer agrees to respect the traditional craft jurisdiction of the Union. The Employer agrees to be bound by the terms and provisions of the agreement establishing procedures for the resolution of

jurisdictional disputes in the construction industry known as the "Plan for the Settlement of Jurisdictional Disputes in the Construction Industry".

## **ARTICLE V UNION REPRESENTATIVES**

An authorized representative of the Union shall be allowed admission to the project at any time and for any purpose relative to the terms and conditions of this Agreement.

The Union agrees to notify the Employer of the name of the Job Steward, if appointed, and the Employer agrees not to discriminate against the Job Steward.

## **ARTICLE VI GRIEVANCE and ARBITRATION**

The Union agrees that it will not cause, authorize or permit any strike, slowdown, picketing or cessation of work being done and the Employer agrees not to lockout any employees while the following procedure is pending or is being pursued by both parties. This Article shall not be applicable to any dispute or grievance arising from the Employer's failure to make fringe benefit contributions as required by this Agreement.

Any dispute arising under the terms and conditions of this Agreement shall be settled by negotiation between the Union and the Employer. No employee shall be discharged without just cause. Any employee having a grievance with regard to the application or interpretation of this Agreement shall file such grievance within five (5) working days of the occurrence of the event which gave rise to the grievance, otherwise, the grievance shall be considered finally settled and waived.

Disputes shall be resolved in the following manner:

Step 1. Attempt settlement within two (2) working days by conference between the Union's Business Representative and the Employer's Superintendent. If unsuccessful,

Step 2. Attempt settlement within seven (7) working days by conference between the Union's Business Manager and the Employer's Project Manager.

Step 3. If the parties are unable to negotiate a mutually agreeable settlement as herein provided, the matter shall be submitted to arbitration in accordance with the procedures recognized by the American Arbitration Association within five (5) working days. The expense of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding on all parties.

## **ARTICLE VII SUBCONTRACTING**

In the event the Employer subcontracts any work covered by this Agreement, such subcontractor shall become signatory to this Agreement. In the event such subcontractors are not available, the Union and Employer will meet to discuss exceptions to this Article that would further the intent and purpose of this Agreement.

**ARTICLE VIII  
PAYMENT OF WAGES**

Employees shall be paid weekly, not later than the end of the last workday of the work week by direct deposit or check for all work performed up to the close of the last regular payroll period. Employees failing to receive pay as herein provided shall receive the regular wage scale per hour until paid, unless the delay is due to an unavoidable accident or emergency beyond the control of the Employer.

When an Employee is laid off or terminated, he shall be paid within twenty – four hours of the close of business of the day of termination. Employee must return all company provided items (h2s monitors, FRC's, yard keys, company radios, etc.) prior to receiving final paycheck or the company has the right to deduct the amount due for these items. If the day after the day of termination is not a business day, then the employee shall be paid the next business day. The employee shall be paid via check, direct deposit, or may request that a check be mailed to the address given to the employer by the employee.

The Employer will furnish the employee at the time of payment with a statement or detachable stub showing the hours worked, both straight time and overtime, the straight time rate of pay, the gross wages, the amount and purpose of each deduction and the amount of net wages. Deductions, which may be combined under federal regulations, may be shown as one deduction.

**ARTICLE IX  
REPORTING TIME**

A flexible start time shall be between 5 A.M. and 9 A.M. Any employee whose time starts before 5 A.M. shall be paid at the time and one half (1 ½) rate. An employee who reports for work at the scheduled time and place and is not put to work shall be paid two (2) hours pay at the applicable rate unless notified by the Employer before leaving home or at the end of the previous shift not to report. If an employee starts work, he shall be entitled to a minimum of four (4) hours pay at his regular rate. If an employee works more than four (4) hours, he shall be entitled to his regular rate of pay on actual hours worked.

When working for a customer that requires more than one day to do the job; on the second day the Crane Service employee will adjust to the customers start time. When adjusting to the customer start time all overtime situations also adjust to the customers start time.

**ARTICLE X  
HOURS OF WORK, OVERTIME AND HOLIDAYS**

All work over eight (8) hours per day, forty (40) hours per week, shall be paid at the overtime rate of time and one-half (1½ X) the regular rate. No employee covered by this Agreement shall be sent home or replaced by another employee to avoid the payment of overtime required by this Article. Any employee who has worked an eight hour shift then goes on overtime shall remain at the overtime rate until the start of the following days start time. All work performed on Saturdays shall be paid at the rate of time and one half (1 ½). Sundays or holidays shall be paid at the rate of double time (2X). Employees assigned to service any craft enjoying a more favorable overtime rate shall be paid the more favorable rate.

An unpaid lunch period shall be scheduled near the mid-point of each shift. Employees required to work during the scheduled lunch period shall be paid time and one-half (1½ X) their regular rate for the time worked.

Holidays recognized by this Agreement are New Year's Day, Fourth of July, Labor Day, Memorial Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. When a holiday falls on a Sunday, the following Monday shall be observed. No work shall be performed on Labor Day except to save life or property.

## **ARTICLE XI MULTIPLE SHIFTS**

Multiple shifts shall be governed by the following differential:

First Shift – 0  
Second Shift - \$.50  
Third Shift - \$.75

Multiple shifts cannot be used to circumvent the payment of overtime on jobs of a short duration, therefore, no shift work may be undertaken for four (4) days or less without the mutual consent of both parties.

## **ARTICLE XII HEALTH & SAFETY**

No employee shall be required to work with unsafe equipment or under unsafe conditions. An adequate fresh water supply (cooled when warranted), sanitary cups and toilet shall be made available at each crew site.

## **ARTICLE XIII MECHANIC'S TOOLS**

Mechanics who supply their own tools on the project will inventory such tools with a representative of the Employer prior to bringing them on the job. By mutual agreement between the Employer and the mechanic, tools may be stored on the job. The Employer will be responsible for the tools insofar as theft or loss.

## **ARTICLE XIV EMPLOYEE BENEFIT FUNDS**

The Employer agrees to be bound by the Agreement and Declaration of Trust entered into establishing the CENTRAL PENSION FUND of the International Union of Operating Engineers; the Agreement and Declaration of Trust entered into establishing the International Union of Operating Engineers and Pipeline Employers HEALTH AND WELFARE FUND; the Agreement and Declaration of Trust entered into establishing the International Union of Operating Engineers Local 178, APPRENTICESHIP TRAINING FUND; and by any amendments to these Trusts.

The Employer irrevocably designates as representatives among the trustees of said Funds such trustees as are named in said Agreements and Declarations of Trust as employer trustees, together with their successors selected in the manner provided by said Agreement and Declaration of Trust, as that document may be amended from time to time.

## **ARTICLE XV DUES AUTHORIZATION**

The Employer shall deduct from any wages received under this Agreement the sum certified by the Union as base or working dues, provided, however, that the following conditions are satisfied:

- (1.) No deduction will be made unless and until a signed and dated authorization form is furnished the Employer for each employee making an authorization.
- (2.) Deductions will not be made before the date shown on the authorization. Said base or working dues will be authorized on the form mutually agreed upon by the Employer and Union. The form will provide necessary revocation clauses to conform to Federal law. The Union shall furnish a duplicate copy of each signed authorization to the Employer.

Base or working dues are a part of the wages and will be deducted from wages due the employee. Base or working dues will be considered as wages in calculating taxes and insurance.

The Union binds and obligates itself to hold the Employer harmless from any loss, cost or expense of any nature whatsoever arising from any liability or claim against the Employer in complying with the provisions of this Article.

## **ARTICLE XVI APPRENTICES**

The Employer and the Union agree to comply with the Standards of Apprenticeship developed for the training of operating engineers and the decisions of the Joint Apprenticeship Committee concerning their interpretation of those standards and each apprentices specific training needs.

In order to insure that the training of apprentices shall not unfairly burden an Employer's competitiveness, the Union and Employer agree to make a determination for each project regarding the number of apprentices to be employed on all cranes, draglines, clamshells, piledrivers, shovels, trenching machines, elevating graders, derricks, drilling machines, etc.

If a 70 ton crane or larger is dispatched as a small crane; the customer shall be made responsible for assisting the crane operator with the crane set up, take down, make the crane ready for road travel. The company and the crane operator shall be required to request this of the customer. If the customer does not assist the crane operator the company will dispatch someone to assist the crane operator. The pads, plates, spool ends, counter weights, dolly etc... are too big for one man to handle alone.

## **ARTICLE XVII GENERAL PROVISIONS**

Section 1. An employee's classification will be determined by the equipment operated by the employee. When an employee operates more than one type or class of equipment in one day, he shall be paid the highest rate for that day.

Section 2. Nothing contained herein shall be construed as a minimum manning requirement, but the Employer agrees that if an employee is assigned to perform work in any classification listed in this

Agreement, that employee shall be an Operating Engineer covered by the terms and conditions of this Agreement.

Section 3. Each employee shall be given the first opportunity to perform overtime work on their regularly assigned machine.

### **ARTICLE XVIII SAVING CLAUSE**

It is not the intent of either party hereto to violate any law, ruling or regulation of any government authority or state agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect.

### **ARTICLE XIX WAGES & BENEFIT CONTRIBUTIONS**

The classification of employment, minimum wage scale and fringe benefit contributions required by this Agreement shall be in accordance with Appendices A and B, which by this reference shall be incorporated into and made a part of this Agreement.

### **ARTICLE XX SPECIAL PROJECT AMENDMENTS**

The terms and conditions of this Agreement may be amended or modified at the request of either party on projects where competitive or other circumstances warrant. Any modifications or amendments agreed to by the parties shall be reduced to writing and become a part of this Agreement. Such amendments or modifications shall be applicable only on the project for which they were negotiated.

### **ARTICLE XXI NONDISCRIMINATION**

The Parties agree that equal opportunity for employment shall be afforded all persons regardless of age, race, sex, creed, color or national origin in compliance with all applicable Civil Rights Legislation and Executive Orders. Whenever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

**ARTICLE XXII  
DURATION OF AGREEMENT**

This Agreement shall become effective on June 1, 2019 and shall remain in full force and effect until midnight on May 31, 2023 and from year to year thereafter unless either party, at least sixty (60) days prior to the anniversary, notifies the other party by registered or certified mail of its desire to amend, modify or terminate this Agreement.

This Agreement may be opened for wage and benefit negotiations by either party, notifying the other, at least sixty (60) days prior to any annual anniversary by registered or certified mail.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their respective representatives, duly authorized to do so, this

FOR THE EMPLOYER:

*Justin Wilson, Company President*

FOR THE UNION:

International Union of Operating Engineers, Local 178

*Mike BS*

Business Manager

## **APPENDIX A**

### **CLASSIFICATIONS OF WORK, CONDITIONS AND WAGE SCHEDULES**

#### **Section 1.           Construction**

Construction shall be defined and classified as Building, Heavy, Highway, Residential, Crane Rental or Hazmat. The distinction between Building, Heavy, Highway, or Residential shall be in accordance with the Department of Labor's "All Agency Memorandum No. 130" dated March 17, 1978 except for Chemical complexes or facilities, Electrification projects, Industrial incinerators, Kilns and Oil refineries which for purposes of this Agreement shall be defined as Building Construction.

All Hazmat Projects shall be defined as Building Construction for purposes of rates of pay and benefits. A Pre-Job Conference shall be held for all Hazmat Projects to discuss any special terms and conditions required due to the nature of the materials being handled.

Crane rental work shall be defined as work performed by Employers who derive ninety-five percent (95%) or more of their primary income from the rental of equipment to the general public on an hourly basis and such work shall be performed under the appropriate Crane Rental Agreement.

#### **Section 2.           Wage Schedules**

Wages and fringe benefits shall be paid based on the classification of the work to be performed as determined by Section 1 of this Appendix.

#### **Section 3.           Utility Operator and Assistant**

(a)           When as many as five (5) Journeymen Engineers are employed on any one project, one shall be paid fifty cents per hour above his regular rate of pay. He shall keep records of hours, etc. for the Engineers on that project.

(b)           When there are seven (7) or more Journeymen Engineers employed on a project, one shall be a Utility Operator who shall be qualified to operate all equipment utilized on the project, and he shall be paid fifty cents per hour above his regular rate of pay. He may not replace an individual operator for more than two consecutive days. He will not be assigned to any specific piece of equipment.

(c)           In computing the number of Engineers on any project, the General Contractor or Subcontractor, whichever the case may be, are separate and apart from each other. Rented equipment shall be included.

(d) When as many as fifteen (15) Journeymen Engineers are employed on any one project, an Assistant Utility Operator shall be required and paid fifty cents per hour above his regular rate. At all times Assistant Utility Operators shall be under the supervision of the Utility Operator.

(e) It is understood that the Utility Operator shall not be under the supervision of anyone except the Project Manager and/or field Superintendent.

(f) The Utility Operator shall have full and complete charge of the men under him, and discharging of his men shall be done through him.

(g) All Utility Operators and Assistant Utility Operators must be practical mechanics of the trade, be qualified to operate all pieces of equipment on the project, and have three years or more experience a Journeyman in their trade.

**Section 4. Apprentice Ratio and Pay Schedule**

FIRST SIX MONTHS	60%
SECOND SIX MONTHS	65%
THIRD SIX MONTHS	70%
FOURTH SIX MONTHS	75%
FIFTH SIX MONTHS	80%
SIXTH SIX MONTHS	85%

Percentage based on Group I Rate

**Section 5. Per Diem Employee's Choice**

(a) The amount of forty dollars (\$40.00) per day for meals will be paid for each day or any portion thereof when an employee is required to stay out of town. Employees required to stay out of town will have the option of receiving a Company Credit Card for the purpose of paying for hotels and mechanical emergencies only. Meals will be covered by the per diem policy and fuel will be charged on a separate fuel card. Daily hotel charges higher than one hundred fifty dollars (\$150.00) per stay shall be approved in advance by branch management. Any non-hotel purchases must be approved in advance by branch administration. Credit card receipts must be turned into branch administration via email by the 1st of the following month using approved expense reporting tool. Corporate credit card policy must be adhered to at all times. Unauthorized use of the card is subject to disciplinary action up to and including termination. Accidental unauthorized use of the card must be reported immediately to branch management and repaid via payroll deduction. Per Diem shall be paid on all jobs outside the 75-mile radius from the employee's home Crane Service yard in Sweetwater or Amarillo, Texas when the job requires the employee to stay overnight.

(b) Flat rate one hundred twenty dollars (\$120.00) per day for each day or any portion thereof when an employee is required to stay out of town.

Section 6

Overnight Work

When an Employee drives a truck-mounted crane, of any size, to a work site and the crane is to be left at the work site location overnight, the Employer shall provide arrangements for the Employee's return to the Employer's yard or other designated location. Furthermore, the Employee will be eligible to receive travel time for the return to the Employer's yard or other designated location established in accordance with the following criteria: **Travel time will be computed beginning after the first thirty (30) minutes of the Employee's return based on the Employee's straight time rate of pay.** Additionally, the above conditions will apply when an Employee is required to be transported the following day from the Employer's yard to the location of the crane. Nothing within this section shall be construed as a requirement to the providing of travel time or transportation under any other conditions.

**Crane Service Inc.  
Sweetwater Yard  
Wage Rates  
Effective June 1, 2019**

<b><u>Conventional Cranes</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>	<b><u>6/1/2021</u></b>	<b><u>6/1/2022</u></b>
<b>301 - 600 tons</b>	\$34.29	\$35.90	\$37.57	\$39.30
<b>251 - 300 tons</b>	\$33.72	\$35.31	\$36.96	\$38.67
<b>126 - 250 tons</b>	\$31.75	\$33.27	\$34.85	\$36.48
<b>Under 126 tons</b>	\$30.14	\$31.61	\$33.13	\$34.70
 <b><u>Hydraulic Cranes</u></b>				
<b>400 tons &amp; Larger</b>	\$32.04	\$33.57	\$35.16	\$36.80
<b>200 – 399 tons</b>	\$31.57	\$33.09	\$34.66	\$36.29
 <b>130 – 199 tons</b>	 \$30.06	 \$31.53	 \$33.05	 \$34.62
<b>75 – 129 tons</b>	\$29.02	\$30.45	\$31.93	\$33.46
<b>30 – 74 tons</b>	\$28.51	\$29.92	\$31.38	\$32.89
<b>Under 30 tons</b>	\$28.02	\$29.41	\$30.85	\$32.34
 <b>Mechanic</b>	 \$29.89	 \$31.35	 \$32.86	 \$34.42
<b>Tire Serviceman</b>	\$25.16	\$26.45	\$27.79	\$29.18
<b>Heavy Haul Driver</b>				
<b>(4 axle truck)</b>	\$27.00	\$28.36	\$29.77	\$31.22
<b>Crane Oiler/ Rigger</b>	\$24.11	\$25.37	\$26.67	\$28.02

*Union member is responsible for training and licensing.*

**Crane Service Inc.  
Amarillo Yard  
Wage Rates  
Effective June 1, 2019**

<b><u>Conventional Cranes</u></b>	<b><u>6/1/2019</u></b>	<b><u>6/1/2020</u></b>	<b><u>6/1/2021</u></b>	<b><u>6/1/2022</u></b>
<b>301 - 600 tons</b>	\$34.42	\$36.04	\$37.71	\$39.44
<b>251 - 300 tons</b>	\$33.85	\$35.45	\$37.10	\$38.81
<b>126 - 250 tons</b>	\$31.89	\$33.42	\$35.00	\$36.64
<b>Under 126 tons</b>	\$30.27	\$31.74	\$33.26	\$34.84
<b><u>Hydraulic Cranes</u></b>				
<b>400 tons &amp; Larger</b>	\$32.18	\$33.72	\$35.31	\$36.96
<b>200 – 399 tons</b>	\$31.70	\$33.22	\$34.80	\$36.43
<b>130 – 199 tons</b>	\$30.19	\$31.66	\$33.18	\$34.75
<b>75 – 129 tons</b>	\$29.15	\$30.58	\$32.06	\$33.60
<b>30 – 74 tons</b>	\$28.65	\$30.07	\$31.54	\$33.06
<b>Under 30 tons</b>	\$28.15	\$29.55	\$31.00	\$32.50
<b>Mechanic</b>	\$30.02	\$31.48	\$32.99	\$34.56
<b>Tire Serviceman</b>	\$25.29	\$26.59	\$27.93	\$29.32
<b>Heavy Haul Driver (4 axle truck)</b>	\$27.14	\$28.50	\$29.91	\$31.37
<b>Crane Oiler/ Rigger</b>	\$24.25	\$25.51	\$26.82	\$28.17

**CRANE SERVICE INC.  
EMPLOYEE BENEFIT CONTRIBUTIONS  
Effective 6/1/2019**

<b>FRINGE BENEFIT FUND</b>	<b>6/1/19</b>	<b>6/1/20</b>	<b>6/1/21</b>	<b>6/1/22</b>
Health & Welfare	\$6.25	\$6.25	\$6.25	\$6.25
Pension Fund	\$5.20	\$5.20	\$5.20	\$5.20
Apprenticeship Fund	\$0.35	\$0.35	\$0.35	\$0.35
<b>TOTAL PACKAGE</b>	<b>\$11.80</b>	<b>\$11.80</b>	<b>\$11.80</b>	<b>\$11.80</b>

The above rates shall be paid on each employee covered by this Agreement for all hours worked or paid.

The wages and employee benefits provided by this Agreement are negotiated as a total package and the Union may divert any amount of funds as may be required to maintain the benefit programs provided herein. The Union agrees to give the Employer at least thirty (30) days notice for any change made according to this provision.

**APPRENTICE RATIO & PAY SCHEDULE**

(Percentages based on Group 1 rate)

First six months	60%
Second six months	65%
Third six months	70%
Fourth six months	75%
Fifth six months	80%
Sixth six months	85%

**SHIFT DIFFERENTIAL (Article XI)**

A. Second shift	\$ .50
B. Third shift	\$ .75

**HOLIDAYS OBSERVED (Article X)**

New Years Day  
 Memorial Day  
 July 4<sup>th</sup>  
 Labor Day  
 Thanksgiving Day  
 Friday after Thanksgiving Day  
 Christmas Day

**PERDIEM PAY RATE & SCHEDULE**

See contract Appendix A section 5.

**EXPIRATION DATE**

**May31, 2023**

**OVERTIME (Article X)**

Over 8 hours per day/shift = 1 ½ x rate  
 Over 40 hours per week = 1 ½ x rate  
 Saturdays = 1 ½ x rate  
 Sundays = 2 x rate  
 Holidays = 2 x rate

**REPORTING PAY (Article IX)**

2, 4 and actual hours worked

**UTILITY OPERATOR**  
 (Appendix A, Section 4)

Required when five (5) or more operators are employed on project.

## **APPENDIX B**

### **TERRITORIAL JURISDICTION - LOCAL 178**

The territorial jurisdiction of this Union shall include the following Texas Counties:

ANDERSON, ANDREWS, ARCHER, ARMSTRONG, BAILEY, BAYLOR, BORDEN, BOSQUE, BOWIE, BRISCOE, BROWN, CALLAHAN, CAMP, CARSON, CASS, CASTRO, CHEROKEE, CHILDRESS, CLAY, COCHRAN, COKE, COLEMAN, COLLIN, COLLINGSWORTH, COMANCHE, CONCHO, COOKE, COTTLE, CROSBY, DALLAM, DALLAS, DAWSON, DEAF SMITH, DELTA, DENTON, DICKENS, DONLEY, EASTLAND, ECTOR, ELLIS, ERATH, FANNIN, FISHER, FLOYD, FOARD, FRANKLIN, FREESTONE, GAINES, GARZA, GLASSCOCK, GRAY, GRAYSON, GREGG, HALE, HALL, HAMILTON, HANSFORD, HARDEMAN, HARRISON, HARTLEY, HASKELL, HEMPHILL, HENDERSON, HILL, HOCKLEY, HOOD, HOPKINS, HOUSTON, HOWARD, HUNT, HUTCHINSON, IRION, JONES, JACK, JOHNSON, KAUFMAN, KENT, KING, KNOX, LAMAR, LAMB, LIBSCOMB, LIMESTONE, LOVING, LUBBOCK, LYNN, McCULLOCH, MARION, MARTIN, MIDLAND, MITCHELL, MONTAGUE, MOORE, MORRIS, MOTLEY, NACOGDOCHES, NAVARRO, NOLAN, OCHILTREE, OLDHAM, PALO PINTO, PANOLA, PARMER, PARKER, POTTER, RAINES, RANDALL, RED RIVER, ROBERTS, ROCKWALL, RUNNELS, RUSK, SCURRY, SHACKLEFORD, SHELBY, SHERMAN, SMITH, SOMMERVELL, STEPHENS, STERLING, STONEWALL, SWISHER, TARRANT, TAYLOR, TERRY, THROCKMORTON, TITUS, TOM GREEN, UPSHUR, VAN ZANDT, WHEELER, WICHITA, WILBARGER, WINKLER, WISE, WOOD, YOAKUM and YOUNG.

# **ADDENDUM**

## **Effective 7-3-12**

### **YARD TO YARD TRAVEL TIME**

When an employee travels from one yard to another yard a set amount of per diem will be paid. The amount will be the employee's classification hourly rate. Using Albuquerque, NM as a reference point it will be:

3 hours to Bloomfield, NM

4 hours to El Paso, TX

8 hours to Sweetwater, TX

This per diem does not apply when employee is driving a crane or a D.O.T. vehicle that is pulling a trailer with a load from yard to yard. In the case of bad weather, mechanical failure or any unforeseen delays the time shall be increased to cover the additional travel time required. The travel rate is based on the employee's classification and will be paid at the straight time rate for the classification.



**International Union of Operating Engineers Local 178**  
AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS

**MEMORANDUM OF UNDERSTANDING**

Any Crane Service Inc. Employee hired before June 1st, 2019 will continue to receive the \$0.50 an hour add on for having a current NCCCO. Anyone hired after June 1st, 2019 is not entitled to the NCCCO add on. Furthermore anyone that leaves Crane Service Inc. that was receiving the NCCCO add on and returns back to Crane Service Inc. will not be entitled to NCCCO add on.

IN WITNESS WHEREOF, this Memorandum has been executed this

20<sup>th</sup> day of June, 2019.

CSI Acquisition Company DBA Crane Service Inc.

Name of Employer

By Scott Wilson President

Title

Address: 505 Murry Rd SE  
Abuquerque Nm 87105

Phone: 505-877-1100

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 178**

BY [Signature]  
Business Manager