

**AGREEMENT****BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO  
and****INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 399, AFL-CIO***May 15, 2023 through May 17, 2026***TABLE OF CONTENTS**

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***AGREEMENT***

***BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO***

***and***

***INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 399, AFL-CIO***

***May 15, 2023 through May 17, 2026***

The BUILDING OWNERS and MANAGERS ASSOCIATION OF CHICAGO, hereinafter referred to as the "Association", on behalf of its member employers, and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399 (AFL-CIO), hereinafter referred to as the "Union" agree as follows:

**Section 1. BUILDINGS COVERED**

The Association, being duly authorized to do so, executes this Agreement on behalf of the individual employers who are its members and whose buildings are listed in Schedule A attached hereto.

Members of the Association other than those listed in Schedule A may, during the term of this Agreement, elect to adopt this Agreement by notifying the Association to that effect and the Association shall, in turn, notify the Union in writing of the name and location of the building to which the election applies. The effective date for application of this Agreement to said building shall be the date upon which the Union receives such notification from the Association, provided that on such date there are no unresolved grievances pending between said building and the Union.

In the event that a member of the Association that is a signatory to this Agreement subcontracts, or changes subcontractors, after the effective date of this Agreement, to a contractor which is a party to a collective bargaining agreement with the Union, the terms and conditions of this Agreement shall be the only terms and conditions applicable to said contractor and its employees working in the Association member's building notwithstanding the particular terms and conditions contained in the collective bargaining agreement between the Union and such contractor. For the avoidance of doubt, employees employed by a subcontractor on the effective date of this Agreement will maintain existing benefits until a change in employment occurs such as a change of subcontractor or Employer.

**Section 2. RECOGNITION - JURISDICTION**

The Association recognizes the Union as the exclusive collective bargaining representative for all employees of its member employers engaged in the following operations: Operating or assisting in operating all heating, ventilating, and air-conditioning equipment (HVAC), engines, turbines, motors, combustion engines, pumps, air-compressors, ice and refrigerating machines, fans, siphons, also automatic and power-oiling pumps and engines, operating or assisting in operating, maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion and its products, such as radioactive isotopes. The Union has represented to the Association that its jurisdiction is as stated in Schedule B.

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### **Section 3. RESPONSIBILITY FOR WORK**

A. The bargaining unit employees consisting of Engineer, and where applicable, Assistant Chief Engineer and Chief Engineer, shall be responsible for and shall operate and maintain in good running order all machinery and equipment for which they are responsible. 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. The Employer shall not contract out bargaining unit work (except major repairs not reasonably expected of an engineer) without the agreement of the Union. In this connection, it is understood and agreed that the Union shall not unreasonably refuse to join with any Employer-member of the Association and its proposed subcontractor in the execution of a Memorandum of Agreement in the form prescribed in Appendix I attached to the original Agreement.

Should the subcontract Agreement be terminated within a period of one year, the employees of the Member Employer still employed by the Subcontractor at the Member Employer's building shall be entitled to employment at the Member Employer's Building with no loss of seniority or benefits, provided there are positions available.

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. 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 Twenty Dollars (\$1,120), of such amount, \$104.00 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 May 18, 2020.

Effective May 13, 2024 and May 19, 2025, the Employer shall contribute to said Educational Training Fund another lump sum equal to One Thousand One Hundred Twenty Dollars (\$1,120) and such additional (annualized) amount, if any, designated by the Union pursuant to Section 7, multiplied by the number of the Employer's active full-time employees covered under this collective bargaining agreement as of such dates.

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

If the Employer has a company tuition reimbursement policy for which the employee is eligible, this contract shall not prohibit the employee from applying for such benefit.

If an Employer requests that an employee attain any LEED AP accreditation, or an Employer approves an employee's request for reimbursement in order to attain such accreditation, the Employer shall reimburse the employee for the cost of the exam provided the employee successfully receives the accreditation after taking the test no more than twice.

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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.

### **Section 5. NON-DISCRIMINATION**

Neither Employers nor the Union will discriminate against applicants or employees with regard to employment, tenure, or any other term or condition of employment on the basis of race, sex, color, age, religious creed or national origin or ancestry in violation of any law.

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

### **Section 6. 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 intoxication, insubordination, habitual absence, gross negligence, the unlawful use or possession of drugs or controlled substances, sexual harassment, or possession of firearms or illegal weapons, the Employer shall give to the employee written notice five days prior to the effective date of the discharge, or five-day's pay, in addition to all other benefits which the employee has accrued, to date of discharge. The day on which the notice is given shall be excluded from the five-day period. Employees who are laid-off or furloughed shall receive written notice ten days prior to the effective date of the discharge, or ten-day's pay, in addition to all other benefits which the employee has accrued, to date of discharge. The employee may resign by giving to the Employer the same notice.

C. Any employee in the service of an Employer continuously for one year or more whose employment with the Employer is permanently terminated because of technological improvements or the closing of a building, shall be eligible to receive a severance allowance equal to one percent (1%) of his straight time earnings during the twelve-month period immediately preceding notice of separation multiplied by the number of employee's full years of continuous service with the Employer as of the date of separation. Upon acceptance of severance pay, the employee shall be deemed to have waived all future rights of employment with the Employer.

D. The names and addresses of all employees newly hired or terminated shall be sent to the Union by the Chief Engineer within 72 hours after their hiring or termination. 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 sub-section (B) above or recourse to the grievance procedure.

E. **Union Shop** - On or after the 61st day following the beginning of employment, the effective date of this Agreement, or the date of execution of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment: (a) become and remain a member in good standing of the Union, or (b) not become a member of the Union but pay to the Union no less than the cost of representation. Information regarding option (b) is contained each year in the December issue of the Union's newsletter.

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F. **Check Off** - The Employer agrees that, for the term of the current collective bargaining agreement, or any extension thereof, between the Building Owners and Managers Association of Chicago 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.

The regular monthly dues and the initiation fee, if due and owing, shall be by payroll deduction for employees who have executed a written deduction authorization. The Employer shall remit such dues to the Treasurer of the Union, or such other person as may be designated in writing by the Union no later than the 20th day of the following month after such deduction was made. Any employer who, without a bona fide reason, intentionally fails to remit such deductions and the corresponding invoices to be correctly applied to the members within thirty (30) days on two (2) occasions within any twelve (12) month period shall, in the event of any subsequent failure, be required to pay in addition to the delinquent amount, interest at the rate of two percent (2%) per month thereon, and liquidated damages at the rate of five percent (5%) per month thereon, as well as all costs incurred by the Union in recovering such delinquent amounts, including attorney and auditor fees and court costs. Electronic remittance of dues is available to all employers for timely remittance of dues.

The Employer will deduct a minimum of ten dollars (\$10.00) per month from employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Political Education Fund (Local 399 IUOE PEF) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the Employer. Payments will be made either by a separate check payable to Local 399 IUOE PEF or via wire transfer at the Employer's option. It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE PEF has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

### **Section 7. AGREEMENT ON INCREASES**

Effective May 13, 2024, the amount of Two Dollars and Twenty-Five Cents (\$2.25) 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 Association of the specific allocations no later than April 12, 2024.

Effective May 19, 2025, the amount of Two Dollars and Fifty Cents (\$2.50) 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 Association of the specific allocations no later than April 18, 2025.

### **Section 8. WAGES - OPERATING ENGINEERS**

Effective May 15, 2023, there shall be an increase in hourly wages of One Dollar and Thirty-Five cents per hour for operating engineers, establishing a rate of \$46.47 per hour.

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Effective May 13, 2024, there shall be an increase in hourly wages as allocated by the Union pursuant to Section 7.

Effective May 19, 2025, there shall be an increase in hourly wages as allocated by the Union pursuant to Section 7.

**Assistant Chief Engineer** (where applicable) shall have a minimum differential of 7% in excess of the contractually prescribed hourly rate for operating engineers.

**Chief Engineer** shall have a minimum differential of 12.5% in excess of the contractually prescribed hourly rate for operating engineers.

Where the Assistant Chief Engineer or Chief Engineer receives a percentage rate above the minimum percentage differential, he/she will receive an increase that will maintain the existing percentage differential.

Engineers will be paid every two weeks or 26 times each year.

### Section 9. OVER-SCALE RATES - CHANGE IN CONDITIONS

A. Each employee covered by this Agreement shall receive the cents per hour increases in wage rates provided in Section 8, even though the employee may be enjoying a wage rate higher than that specified in Section 8 on 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 have enjoyed under the prior Agreement or the particular working conditions actually in effect 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 shop privilege, wage rate or salary, without first obtaining consent of the Association and the Union.

B. **Call-Ins** - An employee called back to work shall receive a minimum of 4 hours pay at one and one-half times the hourly rate. An employee called back to work within 12 hours of the employee's last shift shall receive a minimum of four hours pay at double the hourly rate.

Scheduled Overtime: An employee required to work on a scheduled day off shall receive a minimum of four hours pay at straight time if the employee has worked less than forty (40) hours in that week. If such employee has worked more than forty (40) hours in that week such employee shall be paid at the premium rate specified in Section 10.

C. **Early Reporting** - Should any engineer be required to report to work earlier than such engineer's normal starting time, such earlier time shall be added to the regular day's work and paid for at the applicable rate.

D. **Seniority** - Seniority is the length of service in the bargaining unit in the building. Seniority within classification shall apply for choice of vacation, layoff, call back, vacancies on jobs and shifts. Seniority shall also apply in promotions provided that the employee has the ability to perform the job. Seniority cannot be exercised until a vacancy occurs. Laid off employees shall be recalled in seniority order. After

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twelve (12) months on layoff, an employee shall lose his/her seniority.

### **Section 10. WORK WEEK**

The regular schedule for Engineers shall consist of five (5) consecutive days of eight (8) consecutive hours of work. Days off shall also be consecutive. Engineers shall be immediately ready, able and available to respond to all calls during the entire course of their workdays, and shall not leave the building's premises without prior approval of the building's manager. Any engineer required to work beyond such employee's regularly scheduled hours in any day shall be paid therefore and shall not be required to take compensatory time off. All shifts shall begin between the hours of 5:00 and 8:00 A.M., 2:00 and 4:00 P.M. or 10:00 P.M. and 12:00 midnight unless otherwise agreed to by the Employer, the employee and the Union. If the operational need dictates a shift outside of these starting times, the Employer shall meet with the Union to obtain mutual agreement. The Union agrees not to unreasonably withhold their consent. If the shift times or shift days are changed, the Employer shall give a minimum of two (2) weeks notice to the employee and the Union. (The provisions of this Section shall not be subject to Section 9 of this Agreement.)

The workweek shall begin at 12:01 A.M. on Monday and end at 12:00 midnight the following Sunday.

Work in excess of forty (40) hours in any one (1) workweek shall be paid for at one and one-half times the regular hourly rate. Engineers shall be paid at the rate of time and one-half (1-1/2) for all work performed in excess of eight (8) hours in any one (1) day. Any hours worked on the sixth day of work in a workweek (Monday - Sunday) shall be paid for at time and one-half (1-1/2) and any hours worked on the seventh day of work in a workweek (Monday - Sunday) shall be paid for at double time. For the purpose of calculating overtime, the sixth day of work in a workweek shall be defined as the first regular scheduled day off, provided that the engineer has worked and/or received pay for time not worked due to a holiday (including personal holidays), vacation, jury service or funeral leave on each regular workday of the workweek, and the seventh day of work in a workweek shall be defined as the second regular scheduled day off, provided that the engineer has worked and/or received pay for time not worked due to a holiday (including personal holidays), vacation, jury service or funeral leave on all of the other days in the workweek.

Overtime and holiday premiums shall not be duplicated; 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 11. FUNERAL LEAVE**

Each 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 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, father-in-law, mother-in-law, grandparent or grandchild. The Employer agrees to pay a maximum of two scheduled work days at straight time for the death of a grandparent-in-law, provided that the employee attends the funeral.

### **Section 12. MAXIMUM LEAVES OF ABSENCE**

If an employee is absent from work for any reason (except for military leave) for a period of twelve

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consecutive months, the employee shall be terminated. Employees will continue to accrue seniority during the twelve consecutive months prior to termination.

### **Section 13. JURY SERVICE**

The Employer shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury service.

### **Section 14. VACATION AND TERMINATION PAY**

Any employee who has been in the service of an Employer continuously for one year shall be given an annual vacation of one week with pay;

Any employee who has been in the service of an Employer continuously for two years shall be entitled to an annual vacation of two weeks with pay;

Any employee who has been in the service of an Employer continuously for five years shall be entitled to an annual vacation of three weeks with pay;

Any employee who has been in the service of an Employer continuously for seventeen years shall be entitled to an annual vacation of four weeks with pay;

Any employee who has been in the service of an Employer continuously for twenty-five years shall be entitled to an annual vacation of five weeks with pay.

Employees must use all of their earned vacation each year or it will be forfeited unless the Employer agrees in writing to carry over vacation to the following year.

Any employee whose employment is thereafter terminated for any reason, shall be paid for earned, accrued and untaken vacation time while in the service of the terminating Employer. This compensation shall be paid at the time the employee receives final pay from the Employer. The new Employer will calculate vacation time based on the employee's building seniority date. Vacation time will begin to accrue with the new Employer on the employee's first day of employment. If a building changes ownership but the managing agent remains the same, the employees shall not be deemed terminated within the meaning of this section.

An additional day's vacation shall be allowed an employee if such employee's vacation period includes one of the holidays mentioned in Section 16 hereof. Vacation accruals shall not be affected by a change of ownership of a building so long as the employee continues to be employed in the building.

A week's vacation pay shall be 40 hours pay at the employee's regular straight time hourly rate. Regularly employed relief engineers shall receive a pro-rata vacation based upon their respective terms of employment in the building. Vacations shall be scheduled to follow the days off in the employee's normal work schedule.

Regularly scheduled year round part time employees accrue vacation and personal time based on their previous year's hours on a prorata basis. Vacation relief engineers and temporary engineers do not accrue vacation or personal time.

### **Section 15. CHIEF ENGINEER'S DUTIES**

A. The Chief Engineer, in addition to performing bargaining unit work, shall be responsible to the Employer for the safe, economical operation of the plant and for all persons employed under the direction

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of the Chief Engineer. The Chief Engineer shall also be responsible for orientation and training of Engineers and Trainees under his direction. They shall receive their orders from the Chief Engineer who shall be responsible to the Employer for carrying out the orders of the management in the operation of the building. The employer shall inform the Chief Engineer of any contemplated major repairs, or major improvements, to be made in the equipment under the Jurisdiction and Responsibility for Work of the engineers as listed in Section 2 and 3-A of this Agreement.

B. The Chief Engineer shall receive a differential over the wages of the engineers under the Chief Engineer's supervision. If in the opinion of the Union an inequity in wages exists, the Union representative shall have the right to notify the Employer and Building Owners and Managers Association and request negotiations to adjust the differential in wages. A meeting shall be arranged for this purpose within seven days after receipt of request.

**Section 16. HOLIDAYS AND HOLIDAY PAY**

The following days, or the days on which they are legally observed, shall be observed as holidays:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
New Year's Day		1/01 Mon.	1/01 Wed.	1/01 Thur.
Martin Luther King Day*		1/15 Mon.	1/20 Mon.	1/19 Mon.
Memorial Day	5/29 Mon.	5/27 Mon.	5/26 Mon.	
Juneteenth*		6/19 Wed.	6/19 Thur.	
Fourth of July	7/04 Tue.	7/04 Thur.	7/04 Fri.	
Labor Day	9/04 Mon.	9/02 Mon.	9/01 Mon.	
Thanksgiving	11/23 Thur.	11/28 Thur.	11/27 Thur.	
Christmas Day	12/25 Mon.	12/25 Wed.	12/25 Thur.	

Christmas Eve or New Year's Eve (to be designated by the Employer to individual employees at least one week in advance of Christmas Eve).

New employees shall receive two (2) personal days during their first year of employment. This sentence no longer applies after May 14, 2024.

Employees who have been in the continuous service of an employer for one year or more shall be eligible for five (5) personal days. Beginning on May 15, 2024, all employees shall receive five (5) personal days per year on the 1st calendar day after commencement of employment. Beginning on May 15, 2024, Employees shall be entitled to select two paid days off from either \*Martin Luther King Day, \*Juneteenth National Independence Day or a personal day in lieu thereof. Employees shall give reasonable advance notice of the dates requested for their personal days and, in the event that the Employer cannot accommodate multiple requests for the same date, preference shall be given to the most senior employee. Employees must use all of their personal days each year or they will be forfeited unless the Employer agrees in writing to carry over personal days to the following year. Employees shall be paid for accrued holidays and personal days upon severance of employment; however, employees with less than one year of continuous service for an employer shall not be paid for accrued unused personal days upon separation of employment.

All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above when no work is performed on those days. An employee required to work on any of the above mentioned holidays shall be paid two and one-half (2 1/2) times such employee's rate for all hours

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worked. An employee scheduled to work who fails to report to work shall receive no pay.

If an employee is not scheduled to work and is called in to work, the provisions of Section 9 (B) shall be applied as follows: Four (4) hours of work or less shall receive holiday pay of eight (8) hours, plus two and one-half (2 1/2) times for hours worked; in excess of four (4) hours, two and one-half (2 1/2) times for all hours worked with a guarantee of eight (8) hours, but no eight (8) hour holiday pay. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over 40 hours) with the exception of the engineer who received eight (8) hours of pay for a holiday which occurs on one of such engineer's regular days off.

Regularly employed relief engineers shall receive the holidays which fall within their respective terms of employment in the building. The employee whose shift falls partly within and partly without the holiday (12:01 A.M. to 12:00 P.M.) shall receive holiday pay if a majority of the hours of such engineer's shift fall within the holiday.

Employees, at their option and with the Building Manager's approval, will be allowed to take an extra day off in lieu of the eight (8) hours of holiday pay when the holiday falls on their day off.

The provisions of this Agreement are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance, the City of Chicago Paid Sick Leave Ordinance, the City of Chicago Fair Workweek Ordinance, and the Illinois Paid Leave for All Workers Act. The parties expressly agree that all rights, requirements and benefits under the Cook County Earned Sick Leave Ordinance, the City of Chicago Paid Sick Leave Ordinance, the City of Chicago Fair Workweek Ordinance and the Illinois Paid Leave for All Workers Act are hereby waived.

### **Section 17. PENSION**

The Employer shall pay to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of Five Dollars and Ninety-Seven Cents (\$5.97) for each hour worked by employees covered by this Agreement including temporary employees; provided that effective May 13, 2024 and May 19, 2025, the amount to be contributed by the Employer may be increased as directed by the Union pursuant to Section 7. The Employer is not required to make contributions on behalf of employees hired as seasonal student help.

Paid holidays and vacations shall constitute time worked for the purposes of this section. The Members of the Association, listed in Schedule A, agree to be bound by the provisions and rules and regulations of the Pension Trust Agreement, upon execution thereof by the Association acting in their behalf.

### **Section 18. HEALTH AND WELFARE**

The Members of the Association, listed in Schedule A, agree to be bound by the provisions and rules and regulations of the Health and Welfare Trust Agreement, upon execution thereof by the Association acting in their behalf. 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 vacation relief, are not eligible, except as defined below. The Union and Association intend that the terms of the section conform with the Affordable Care Act ("ACA").

A. The Employer shall contribute effective May 15, 2023, the sum of Three Hundred Thirty-Eight

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Dollars and Zero Cents (\$338.00) per week to Health and Welfare Trust, International Union of Operating Engineers, Local 399, Chicago, for each employee covered under the collective bargaining agreement; provided, that, effective May 13, 2024 and May 19, 2025, the Employer's weekly contribution may be increased as directed by the Union pursuant to Section 7. This contribution will be billed at the applicable monthly rate of \$1,465 per month.

The Employer shall start paying contributions from 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 vacations and holidays shall constitute time worked for the purposes of this section.

B. If an employee is absent because of occupational or non-occupational illness or injury, the Employer shall pay the required payment for a period of one hundred twenty days. The Employer will notify the Union when the Employer stops making the payment for the absent employee at the conclusion of one hundred twenty days. Where a temporary replacement is hired for the period of absence referred to above, the Employer shall not be required to make contributions on behalf of the temporary employee (as long as the Employer is remitting for the employee who is ill).

C. Where a temporary replacement is hired for vacation relief or seasonal, casual, special project or contingent employees 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 for vacation relief, seasonal, casual, special project or contingent work exceeds ninety (90) days, the employer will be required to make contributions on behalf of the employee(s) on the first day of the month following a thirty (30) day orientation period, at which time the employee(s) shall be a regular active employee. The seniority date shall be the initial date of hire.

### **Section 19. HEALTH AND WELFARE AND PENSION CONTRIBUTIONS**

In the event a building is delinquent in making Health & Welfare or Pension contributions and such delinquency continues for thirty (30) days after written notice to such building and the Association, such delinquent building shall no longer be protected by the no-strike clause and the grievance and arbitration procedures, and the Union shall be free to take any lawful action against such building.

### **Section 20. DIVISIBLE CONTRACT**

This Agreement shall be binding upon the Association and each member who has authorized the Association to bargain on his behalf. The names of the Employers who have so authorized the Association to act on their behalf are listed on Schedule A of the Agreement, which list is made part of this Agreement. Upon mutual agreement between the Association and the Union, Schedule A can be amended during the term of this agreement for the purpose of including new Association Members electing to come under the Agreement.

This Agreement shall be construed as divisible as to each Employer, and the failure of an Employer to abide by the terms hereof shall not operate to terminate this Agreement as to any other Employer. No

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breach of this Agreement by any Employer shall operate to subject the Association or another Employer to any legal liability to the Union.

### **Section 21. 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 22. 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 Building Manager 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) calendar days following its receipt of the Building Manager's written answer, the Union may present the Association with a written request that the grievance be referred to a hearing before a Labor-Management Committee comprised of two members of the Association's Labor Relations Committee and two representatives of the Union. All written grievances shall specify the provision within the article(s) and section(s) of the agreement allegedly violated. The Labor-Management Committee shall meet with the grievant (if requested by the Union) and the building manager. After hearing the positions of the parties, the Labor-Management Committee shall endeavor to determine whether or not the Employer has violated the Agreement as alleged in a timely grievance and, if the Committee determines that it has, what the remedy shall be. The Labor-Management Committee, in discipline or discharge cases, shall consider the employee's prior disciplinary record, including providing appropriate weight based on severity and dates of past occurrences, in evaluating whether there is just cause for the discipline or discharge at issue. The Labor-Management Committee, may, by unanimous agreement, refuse to consider any documents which have not been presented to the Association for distribution to the members of the Committee prior to the scheduled date of the hearing.

All decisions by the Labor-Management Committee shall require a unanimous agreement by all members of the Committee and such decisions shall be reduced to writing and shall be final and binding upon the Employer, the employee(s) involved and the Union. In the event there is not a unanimous agreement, the matter shall be considered unresolved for purposes of paragraph A of this Section.

B. If said Committees fail to resolve the matter within fifteen (15) days after it is referred to them, the Union or the Employer may request that the grievance be referred to an impartial arbitrator selected from the National Academy of Arbitrators, ("NAA"), whose decision (award) shall be final and binding upon the Employer (building), the employee, and the Union. In the event that the parties are unable to agree upon 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 NAA and are available to serve in Chicago. The parties shall then attempt to agree upon the arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators shall be eliminated by the Union and the

## **BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

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.

The Union shall be required to notify BOMA of all cases that it takes to arbitration within ten (10) calendar days of making a demand for arbitration and shall further be required to provide BOMA with copies of all arbitration decisions rendered pursuant to this Agreement within ten (10) calendar days of receiving the decision.

C. Pending exhaustion of the grievance procedure, including Arbitration when necessary, the employees (except any discharged without notice under Section 6 (B) of this Agreement) shall continue to work, and each Employer involved 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 any 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 a solution agreed to by said Committees under paragraph (A) of this Section or an arbitration decision (award) hereunder, will free the Union and employees from the obligation of the no-strike clause as to any such building and the Union shall be free to take any lawful action against such building.

### **Section 23. AMENDMENTS**

The Association and the Union may jointly modify this Agreement which shall be binding on the members of the Association, the Union and the Employees.

### **Section 24. EFFECT OF CHANGE IN OWNERSHIP OR CONTROL**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. If the Employer of unit employees changes during the life of this Agreement, the new Employer shall be bound to observe the terms of this Agreement for its duration. This Agreement shall remain in full force and effect as to all Buildings whose owners or managers are parties hereto notwithstanding changes in ownership, operating control or management of such building. The foregoing notwithstanding, if the Employer of unit employees changes during the life of this Agreement or if there is a change in the ownership, operating control or management of a building, the new owner or manager shall have the right at its discretion to establish and apply reasonable employment criteria and to decline to employ any individual who either fails to meet such reasonable employment criteria or who is unacceptable to the Employer, including but not limited to the right to require existing employees to undergo tests to determine the presence, in their systems, of unlawful narcotics, controlled substances and illegal drugs, alcohol or other intoxicants or hallucinogens as a condition of employment, and to refuse employment to any individual who refuses to undergo such tests or whose tests results are positive. In addition a new owner or manager may require a background check but may not deny employment based

## **BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

either on matters which are irrelevant to the employee's position in the building or on matters which should be reasonably considered irrelevant because of the passage of significant time since they occurred.

Within thirty (30) days of the date the Association becomes aware of a change of ownership, operating control or management of such building, it shall give the Union prompt notice of such change, stating the name of the new manager and the name of the new owner, if known. Withdrawal of any building from the Association does not relieve the owner or manager of their obligations under this Agreement.

### **Section 25. 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 26. MOST FAVORED EMPLOYER**

If, following execution of this Agreement, the Union enters into any written collective bargaining with another employer or group of employers employing employees in commercial office buildings in the City of Chicago central area (defined as the area West of Lake Michigan bounded by and including Roosevelt Road, Racine Avenue and North Avenue) and O'Hare corridor which provides for wage rates or economic fringe benefits (such as, but not limited to, health and welfare, pensions, holidays or vacations) which are

**BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

more favorable to such employer(s) than the corresponding provisions of this Agreement, the parties to this Agreement will promptly amend this Agreement to incorporate such more favorable provisions. The Union agrees to file with the Association a copy of each written collective bargaining agreement it enters into with any other employer or group of employers employing employees in commercial office buildings in the City of Chicago within thirty (30) calendar days following the consummation of said agreements.

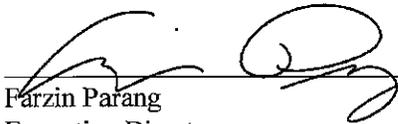
**Section 27. DURATION OF AGREEMENT**

A. This Agreement replaces and supersedes the Agreement expiring on May 14, 2023. This Agreement shall be effective as of May 15, 2023 and shall continue in full force and effect through May 17, 2026.

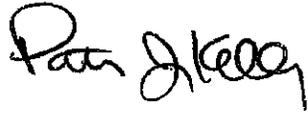
B. For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as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

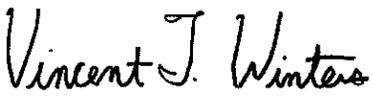
This Agreement is made in duplicate and each copy is an original copy executed at Chicago, Illinois this \_\_\_ day of May, 2023.

BUILDING OWNERS AND MANAGERS  
ASSOCIATION OF CHICAGO

  
\_\_\_\_\_  
Farzin Parang  
Executive Director

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 399

  
\_\_\_\_\_  
Patrick J. Kelly  
President & Business Manager

  
\_\_\_\_\_  
Vincent T. Winters  
Recording Secretary

## BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS

### SCHEDULE A

The foregoing Agreement, in its entirety, shall apply to the following member buildings:

1 E Wacker	121 W Wacker	20 N Clark
1 N Dearborn	122 S Michigan	20 N Michigan
1 N Franklin	1229 W Concord	20 N Wacker
1 N LaSalle	125 S Clark	20 S Clark
1 N Wacker	125 S Wacker	20 W Kinzie
1 S Dearborn	130 E Randolph	200 E Randolph
1 S Wacker	131 S Dearborn	200 S Wacker
10 S LaSalle	1330 W Fulton	200 W Adams
10 S Riverside Plaza	135 S LaSalle	200 W Jackson
10 S Wacker	1375 W Fulton	200 W Madison
100 N Riverside Plaza	140 S Dearborn	200 W Monroe
100 S Wacker	142 E Ontario	203 N LaSalle
1000 W Fulton	145 S Wells	205 N Michigan
101 N Wacker	150 N Michigan	209 S LaSalle
110 N Carpenter	150 N Riverside Plaza	211 E Chicago
110 N Wacker	150 N Wacker	211 W Wacker
1104 S Wabash	150 S Wacker	2111 W Roosevelt
111 E Wacker	151 N Franklin	22 W Washington
111 N Canal	1515 W Webster	220 S Michigan
111 N Wabash	167 N Green	222 Merchandise Mart Plaza
111 S Wacker	175 W Jackson	222 N LaSalle
111 W Illinois	180 N LaSalle	222 S Riverside Plaza
111 W Jackson	181 W Madison	222 W Adams
115 S LaSalle	190 N State	224 S Michigan
117 N Clinton	190 S LaSalle	225 N Michigan
118 S Clinton	191 N Wacker	225 W Washington
120 N LaSalle	2 N LaSalle	227 W Monroe
120 S LaSalle	2 N Riverside Plaza	230 W Monroe
231 S LaSalle	3440 S Dearborn	550 W Adams
233 N Michigan	345 N Morgan Street	550 W Jackson

## BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS

233 S Wacker	35 E Wacker	550 W Washington
24 E Washington	35 W Wacker	555 W Monroe
25 E Washington	350 N Orleans	564 W Randolph
250 S Wacker	353 N Clark	567 W Lake
29 N Wacker	36 S Wabash	6 W Hubbard
30 S Wacker	400 N Aberdeen	600 S Michigan
30 W Monroe	400 S Jefferson	600 W Chicago
300 E Randolph	400-410 N Michigan	609 W Randolph
300 N LaSalle	401 N Michigan	623 S Wabash
300 S Riverside Plaza	425 S Financial Place	625 N Michigan
300 S Wacker	430 N Michigan	625 W Adams
300 W Adams	433 W Van Buren	633 N Saint Clair
303 E Wacker	444 N Michigan	645 N Michigan
303 W Madison	444 W Lake	680 N Lake Shore
307 N Michigan	450 N Cityfront Plaza	69 W Washington
311 N Green	455 N Cityfront Plaza	70 W Madison
311 S Wacker	50 W Washington	71 S Wacker
311 W Monroe	500 N Michigan	737 N Michigan
320 N Sangamon	500 W Jackson	77 W Wacker
320 S Canal	500 W Madison	77 W Washington
321 N Clark	515 N State	820 W Jackson
33 N Dearborn	520 N Michigan Avenue	8410, 8420, 8430 W Bryn Mawr
33 N LaSalle	525 W Monroe	850 W Jackson
33 W Monroe	525 W Van Buren	8600 W Bryn Mawr
332 S Michigan	53 W Jackson	8725, 8735, 8745 W Higgins
333 N Green	540 W Madison	875 N Michigan
333 N Michigan	55 E Monroe	8750-8770 W Bryn Mawr
333 W Wacker	55 W Monroe	8755 W Higgins
333 W Wolf Point Plaza	55 W Wacker	8765 W Higgins
		980 N Michigan

**BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

**SCHEDULE B  
STATIONARY ENGINEERS CRAFT JURISDICTION:  
BOMA/CHICAGO-LOCAL 399**

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 spillways; 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.

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

Adams	Boone	Brown	Cass
Carroll	Champaign	Cook	DeKalb
DeWitt	DuPage	Ford	Grundy
Iroquois	Jo Davis	Kane	Kankakee
Kendall	Lake	Lasalle	Lee
Livingston	McHenry	Menard	Morgan
Ogle	Piatt	Pike	Putnam
Schuyler	Scott	Stephenson	Whiteside
Will	Winnebago		

## BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS

### APPENDIX I MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between \_\_\_\_\_ (the "Member Employer"), \_\_\_\_\_ (the "Subcontractor" and International Union of Operating Engineers, Local 399 (AFL-CIO) (the "Union").

#### RECITALS

The Member Employer, as a member of the Building Owners and Managers Association of Chicago (the "BOMA"), has heretofore had employees represented by the Union performing work described within the "RECOGNITION-JURISDICTION" and Responsibility for Work clauses (Section 2 and 3-A) of a collective bargaining Agreement dated September 7, 2020, by and between the BOMA and the Union (the "Basic Agreement"). Member Employer and Subcontractor have recently concluded an Agreement whereby Subcontractor undertakes to perform certain of those services heretofore performed by Member Employer's employees, as more fully described in the subcontract Agreement between them.

Recognizing that the subcontracting of bargaining unit work covered by the Basic Agreement is subject to agreement of the Union, the parties have entered into this Memorandum of Agreement in order to define certain obligations and understandings which shall pertain to the performance of such work by subcontractor during the term of the Basic Agreement. By its execution of this Memorandum of Agreement, the Union accepts the subcontracting arrangement between the Member Employer and Subcontractor in accordance with Section 3 (B) of the Basic Agreement.

NOW THEREFORE, it is agreed as follows:

1. Commencing \_\_\_\_\_, Subcontractor shall assume all responsibility for the work performed in accordance with the subcontract agreement between Member Employer and Subcontractor at Member Employer's building located at \_\_\_\_\_, and subcontractor shall employ a sufficient (unreduced) number of employees of the Member Employer necessary to perform such work.

2. Subcontractor agrees to assume and shall be bound by all terms and conditions set forth in the Basic Agreement as they pertain to the performance of work referred to in the subcontract agreement at the aforesaid Member Employer's building, and the Union agrees to such assumption. Effective with the date of this Memorandum of Agreement, the Member Employer shall have no further obligations under the Basic Agreement as it pertains to work covered by the subcontract agreement except as set forth in this Memorandum of Agreement. It is further understood and agreed that all references to the Building Owners and Managers Association of Chicago as set forth in the Basic Agreement assumed by Subcontractor shall be inoperative and of no effect.

3. Anything else in this Memorandum of Agreement or the Basic Agreement to the contrary notwithstanding, in the event Subcontractor refuses to assume or is in substantial noncompliance with the Basic Agreement, the Union may protest such action by giving written notice of its protest to the Subcontractor, the Member Employer and the BOMA.

Within five working days following receipt by all parties of such protest, a meeting shall be held between representatives of the Subcontractor, the Member Employer and the Union together with the Chairman of the BOMA's Labor Committee or his designee. If the dispute is not resolved at such meeting, the Chairman of the BOMA's Labor Committee shall determine whether the dispute is either (1) a bona fide

**BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

dispute regarding specific matters of contract interpretation subject to grievance procedures between the Subcontractor and the Union, or whether the dispute (2) involves Subcontractor's refusal to assume or substantial noncompliance with the Basic Agreement. The Chairman's determination on this matter shall be final and binding upon all parties.

4. In the event that the Chairman of the BOMA's Labor Committee certifies that the dispute involves Subcontractor's refusal to assume or substantial noncompliance with the Basic Agreement the Member Employer shall thereupon be vested with the power and authority to withhold any monies then or thereafter due to the Subcontractor and/or to immediately cancel the subcontract agreement. It is understood and agreed that the power and authority vested in the Member Employer by this Memorandum of Agreement shall supersede any limitations placed thereon by the terms of the subcontract agreement between the Member Employer and the Subcontractor.

5. The Union shall have the right to invoke expedited arbitration procedures to resolve any dispute regarding subcontractor's refusal to assume or substantial noncompliance with the Basic Agreement which dispute is certified as such by the Chairman of the BOMA's Labor Committee in accordance with Section 3 above. The Union shall invoke such expedited arbitration procedure by written notification to the Member Employer and the Subcontractor designating the name of a qualified arbitrator who is either a member of the National Academy of Arbitrators and/or who appears or had appeared on arbitrator panels issued by the Federal Mediation and Conciliation Service, requesting that the arbitrator immediately convene a hearing. If, following such hearing, the arbitrator finds that the Subcontractor has refused to assume or is in substantial noncompliance with the Basic Agreement, he shall order that appropriate action be taken and such order shall be jointly and severally binding upon Subcontractor and the Member Employer.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By  
MEMBER EMPLOYER

By  
SUBCONTRACTOR

By  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 399,

# **BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

## **APPENDIX II**

### **LETTERS & MEMORANDA OF UNDERSTANDING**

#### **A. Over-Scale Rates - Changes in Conditions**

As clarification of the intent of Section 9 of the Agreement, it is understood that when an employee receiving wages or benefits in excess of those required by contract provisions terminates for any reason, the Employer shall not be obligated to apply such wages or benefits to the employee's successor.

#### **B. Trainee Agreement**

It is understood and agreed that the Employer signatories to the collective bargaining Agreement shall have the right to temporarily assign trainees from one of the Employer's buildings covered by the BOMA/Chicago - Local 399 Agreement to another of the same Employer's buildings covered by the same Agreement.

#### **C. OSHA 501 Training Program**

BOMA/Chicago will encourage its member buildings to enroll employees from their Engineering staffs in the OSHA 501 Stationary Engineer's Environmental Health and Safety Awareness Training Program run by the Union.

#### **D. Multiple Building Assignments, Etc.**

Employers who own or operate multiple buildings shall be allowed to temporarily assign engineers between such buildings and/or from one such building to another. Although such assignments shall not be implemented without the Union consent, the Union agrees to give good faith consideration to any signatory Employer's request to implement these or other changes aimed at achieving operating efficiencies and the Union shall not unreasonably withhold its consent thereto.

#### **E. 401(k) Plan**

The Union has established a multi-employer deferred compensation 401(k) employee savings plan. Employers signatory to the Agreement shall be given the opportunity to become participating employers in said plan. Participating Employers agree to be bound by the provisions of the 401(k) Trust Agreement and by rules and regulations promulgated by the Trustees of the fund. Effective June 1, 2024, participating Employers shall facilitate the automatic enrollment of Employees hired after that date with a minimum contribution of 3% from the Employee unless the Employee affirmatively elects otherwise. The Union and/or the Plan will indemnify and hold harmless the Employer against any claims or liability incurred by reason of such enrollment, deduction or contribution, provided that such indemnity will not apply to any liability arising from the Employer's failure to remit deductions in a timely manner or to otherwise comply with plan requirements.

#### **F. Credit Union**

Local 399 members are now eligible for participation in the Midwest Coalition of Labor Credit Union. If mutually agreed upon between the Employer and employee, direct deposit and savings deductions will be made available.

**BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

**G. Chief Engineer Selection**

When selecting a person to fill a vacant Chief Engineer's position, the Employer shall first consider interested members of the building's engineering staff, in order of seniority. The parties agree, however, that the ability to satisfactorily perform the duties of the Chief Engineer's position may require, among other things, demonstrated skills in effective communication, leadership, organization, and motivation as well as technical knowledge. Individuals selected to fill Chief Engineer positions shall be considered probationary employees for the first sixty (60) days of their employment as Chief Engineer.

**H. Pre-Grievance Working Conditions**

The provisions of Section 22 C notwithstanding, in cases involving discipline, discharge, reductions in force and/or elimination of overscale rates or conditions of employment, Employers signatory to the Agreement shall not be required to continue in effect the working conditions which existed prior to the time the grievance arose pending exhausting of the grievance procedure.

**I. Mandatory On Call**

If employees other than the Chief or Assistant Chief are placed on mandatory on call excessively, and as a result, they are unable to convert their personal time to their personal use, the Employer will meet and confer with the Union in an effort to reach a mutually acceptable solution.

**J. BOMA/Chicago Building Roster**

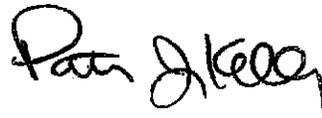
Annually BOMA/Chicago will send a current roster of the buildings that are covered under this agreement.

BUILDING OWNERS AND MANAGERS  
ASSOCIATION OF CHICAGO

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 399



Farzin Parang  
Executive Director



Patrick J. Kelly  
President & Business Manager



Vincent T. Winters  
Recording Secretary

**BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

*BOMA/CHICAGO - LOCAL 399*

*2023ENGINEER TRAINEES AGREEMENT*

*May 15, 2023 through May 17, 2026*

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2	1	Relation to Principal Agreement
3	1	Employment, Training Period and Probationary Period
4	2	Wage Rates
5	2	Duration of Agreement
<b>SCHEDULE</b>		
A	3	2023 Contract Signatories

# AGREEMENT

***BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO***

*and*

***INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 399, AFL-CIO  
TRAINEES***

*May 15, 2023 through May 17, 2026*

The BUILDING OWNERS and MANAGERS ASSOCIATION OF CHICAGO, hereinafter referred to as the "Association", on behalf of its member employers, and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 399 (AFL-CIO), hereinafter referred to as the "Union" agree as follows:

## **Section 1. BUILDINGS COVERED AND JURISDICTION**

The Association, being duly authorized to do so, executes this Agreement on behalf of the individual employers who are its members and whose buildings are listed in Schedule A attached hereto for the purpose of recording agreement with the Union on wages, hours, and other terms and conditions of employment of engineer trainees (hereinafter often referred to as "trainees") employed in such member buildings in work within the traditional and historical work jurisdiction of the engineers and shall not be required to work a shift alone.

## **Section 2. RELATION TO PRINCIPAL AGREEMENT**

The Association and the Union have entered into an agreement covering wages, hours, and other terms and conditions of employment of engineers employed in identified member buildings for the period from May 15, 2023 through midnight May 17, 2026, which is the principal agreement between the parties. All of the provisions of the principal agreement 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 in any particular building shall be determined by agreement between the Union and the building. A member building shall give advance written notice to the Union of its intent to engage trainees. In the event the building believes that the number of trainees which the Union is willing to have employed in any particular building is unreasonably low, the building may protest by giving notice to the Union and the Association. Promptly thereafter, the Association's Labor Relations Committee and the Union's Grievance Committee (acting jointly) shall meet and endeavor to reach a fair, final, and binding solution which is satisfactory to the building, the Union and the Association.

B. The building 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 lay off or cut back in the number of employees in the bargaining unit, trainee(s) will be eliminated first.

**BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

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 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 months of employment as a trainee and 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-month probationary period.

E. It is understood and agreed that the Employer signatories to the collective bargaining Agreement shall have the right to temporarily assign Trainees from one of the Employer's buildings covered by the BOMA/Chicago-Local 399 Agreement to another of the same Employer's buildings covered by the same Agreement.

**Section 4. WAGE RATES**

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

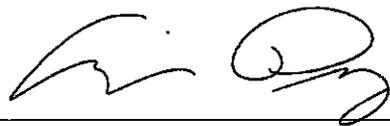
First 12 months of service	\$18.25 per hour
Second 12 months of service	\$19.00 per hour
Third 12 months of service	\$19.75 per hour
Fourth 12 months of service	\$21.00 per hour

**Section 5. DURATION OF AGREEMENT**

A. This Agreement replaces and supersedes the Agreement expiring on May 14, 2023 between the Association and the Union with respect to engineer trainees. This Agreement shall be effective as of May 15, 2023 and shall continue in full force and effect through May 17, 2026.

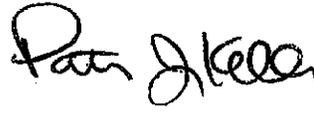
This Agreement is made in duplicate and each copy is an original. Executed at Chicago, Illinois this \_\_\_ day of May, 2023.

BUILDING OWNERS AND MANAGERS  
ASSOCIATION OF CHICAGO

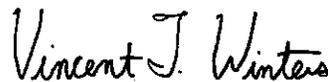


Farzin Parang  
Executive Director

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 399



Patrick J. Kelly  
President & Business Manager



Vincent T. Winters  
Recording Secretary

## SCHEDULE A

The foregoing Agreement, in its entirety, shall apply to the following member buildings:

1 E Wacker	1229 W Concord	20 W Kinzie
1 N Dearborn	125 S Clark	200 E Randolph
1 N Franklin	125 S Wacker	200 S Wacker
1 N LaSalle	130 E Randolph	200 W Adams
1 N Wacker	131 S Dearborn	200 W Jackson
1 S Dearborn	1330 W Fulton	200 W Madison
1 S Wacker	135 S LaSalle	200 W Monroe
10 S LaSalle	1375 W Fulton	203 N LaSalle
10 S Riverside Plaza	140 S Dearborn	205 N Michigan
10 S Wacker	142 E Ontario	209 S LaSalle
100 N Riverside Plaza	145 S Wells	211 E Chicago
100 S Wacker	150 N Michigan	211 W Wacker
1000 W Fulton	150 N Riverside Plaza	2111 W Roosevelt
101 N Wacker	150 N Wacker	22 W Washington
110 N Carpenter	150 S Wacker	220 S Michigan
110 N Wacker	151 N Franklin	222 Merchandise Mart Plaza
1104 S Wabash	1515 W Webster	222 N LaSalle
111 E Wacker	167 N Green	222 S Riverside Plaza
111 N Canal	175 W Jackson	222 W Adams
111 N Wabash	180 N LaSalle	224 S Michigan
111 S Wacker	181 W Madison	225 N Michigan
111 W Illinois	190 N State	225 W Washington
111 W Jackson	190 S LaSalle	227 W Monroe
115 S LaSalle	191 N Wacker	230 W Monroe
117 N Clinton	2 N LaSalle	231 S LaSalle
118 S Clinton	2 N Riverside Plaza	233 N Michigan
120 N LaSalle	20 N Clark	233 S Wacker
120 S LaSalle	20 N Michigan	24 E Washington
121 W Wacker	20 N Wacker	25 E Washington
122 S Michigan	20 S Clark	250 S Wacker
29 N Wacker	36 S Wabash	6 W Hubbard

**BOMA/CHICAGO - 2023 AGREEMENT - LOCAL 399 ENGINEERS**

30 S Wacker	400 N Aberdeen	600 S Michigan
30 W Monroe	400 S Jefferson	600 W Chicago
300 E Randolph	400-410 N Michigan	609 W Randolph
300 N LaSalle	401 N Michigan	623 S Wabash
300 S Riverside Plaza	425 S Financial Place	625 N Michigan
300 S Wacker	430 N Michigan	625 W Adams
300 W Adams	433 W Van Buren	633 N Saint Clair
303 E Wacker	444 N Michigan	645 N Michigan
303 W Madison	444 W Lake	680 N Lake Shore
307 N Michigan	450 N Cityfront Plaza	69 W Washington
311 N Green	455 N Cityfront Plaza	70 W Madison
311 S Wacker	50 W Washington	71 S Wacker
311 W Monroe	500 N Michigan	737 N Michigan
320 N Sangamon	500 W Jackson	77 W Wacker
320 S Canal	500 W Madison	77 W Washington
321 N Clark	515 N State	820 W Jackson
33 N Dearborn	520 N Michigan Avenue	8410, 8420, 8430 W Bryn Mawr
33 N LaSalle	525 W Monroe	850 W Jackson
33 W Monroe	525 W Van Buren	8600 W Bryn Mawr
332 S Michigan	53 W Jackson	8725, 8735, 8745 W Higgins
333 N Green	540 W Madison	875 N Michigan
333 N Michigan	55 E Monroe	8750-8770 W Bryn Mawr
333 W Wacker	55 W Monroe	8755 W Higgins
333 W Wolf Point Plaza	55 W Wacker	8765 W Higgins
3440 S Dearborn	550 W Adams	980 N Michigan
345 N Morgan Street	550 W Jackson	
35 E Wacker	550 W Washington	
35 W Wacker	555 W Monroe	
350 N Orleans	564 W Randolph	
353 N Clark	567 W Lake	