

**Operating Engineers Local 302  
and the AGC of Washington  
Second Tentative Agreement Summary and Ballot for  
Western WA Master Labor Agreement**

August 6, 2018

Dear Brothers and Sisters:

As you are aware your negotiation team went back to the bargaining table after the first tentative agreement was voted down. After several additional bargaining sessions, the parties have come to a Second Tentative Agreement for your consideration. The Second Tentative Agreement was presented by the contractors as their final offer. Therefore, your vote will determine the Union's next actions.

Enclosed is a copy of the changes to the proposed Western Washington Master Labor Agreement and a copy of the ballot. In your review of the tentatively agreed to changes please note that:

*Changes that are underlined in blue are additions to the existing contract.*

*Changes that are ~~struck-through in red~~ are deletions to the existing contract.*

I cannot stress enough the critical importance of returning your ballot as soon as possible. The bargaining team has utilized your valuable feedback and input throughout this process and we urge you to take the time to review the changes and vote on this Second Tentative Agreement. Please fill out your ballot, place it in the secret ballot envelope, and return it using the enclosed self-addressed postage paid envelope. **The envelope must be received no later than midnight, August 19<sup>th</sup>, to be counted the next day, August 20<sup>th</sup>.** For security purposes, the ballots must be mailed to the post office box and cannot be dropped off at a union office. The results will be posted on the Local 302 website as soon as they are counted.

Thank you for participating and if you have any questions you can contact any agent.

In Solidarity,



Daren Konopaski  
International Vice President and Business Manager

## **ARTICLE 4**

### **EFFECTIVE DATE AND DURATION**

**SECTION 1.** This Agreement shall be effective commencing, June 1, ~~2018~~2015, and shall continue in force and effect through May 31, ~~2021~~2018. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed or terminated. For the purpose of negotiating alterations in wages and other terms and conditions of employment, the Employer, or Local 302 may open this Agreement or any contract effectuated through automatic renewal by giving written “Notice of Opening” not later than sixty (60) nor more than ninety (90) days prior to the expiration date. “Notice of Opening” is in no way intended by the parties as a termination of nor shall it in anyway be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of “Notice of Opening” and the expiration date.

## **ARTICLE 16**

### **HOURS OF WORK**

#### **SECTION 1. SINGLE SHIFT OPERATION**

- F. Special Shift When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts. ~~In the event the special shift is less than forty (40) hours in duration the Employee will receive an additional \$1.00 per hour special shift premium. This premium pay does not apply to work outside the normal shift that is paid in accordance with Article 17, Overtime.~~

A special shift premium, as defined in Appendix 1, Schedule A, shall be paid for each hour worked during a special shift. This premium pay does not apply to work outside the normal shift hours that is paid in accordance with Article 17, Overtime.

#### **SECTION 2. MULTIPLE SHIFT OPERATION.**

Shifts may be established when considered necessary by the Employer. The Employer shall notify the Union of either a two (2) or three (3) shift operation. Shift hours and rates will be as follows:

- A. Two Shift Operation. On a two consecutive shift operation, the second shift shall be paid the special shift premium for each hour worked, as defined in Appendix 1, Schedule A. This premium pay does not apply to work outside the normal shift hours that

is paid in accordance with Article 17, Overtime. ~~no shift penalty is involved for work performed on either of these two shifts.~~ Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two shift operation, the second shift shall be established for a minimum of three (3) days.

Once the starting times are established for the two shift operation, they shall not be changed except upon three (3) working days written notice to the Union.

D. It is understood and agreed that when the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. On a two-shift operation, the second shift shall be paid the Special Shift Premium for each hour worked, as defined in Appendix 1, Schedule A. The Special Shift Premium shall not apply to any shift in a three-shift operation. This premium pay does not apply to work outside the normal shift hours that is paid in accordance with Article 17, Overtime.

## **ARTICLE 17**

### **OVERTIME**

**SECTION 1.** Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift (6pm-5am) and all work on Saturdays, shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays and hours worked in excess of 12 hours in a single shift shall be paid at double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

**SECTION 3.** When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

## **APPENDIX 1**

### **SCHEDULE "A"**

**Special Shift Premium:** Basic hourly rate plus \$2.00 per hour.

**General Foreman /Foreman** - \$~~2~~3.50 per hour over highest classification under his supervision.

### **SCHEDULE "C"**

### **ZONE PAY DIFFERENTIAL**

**SECTION 6. Downtown Seattle Zone Pay**

- a) The Downtown Seattle Zone is defined as the area West of I-5, East of Elliott Bay, South of Mercer Street and North of Royal Brougham. For the purpose of this section the Mercer and Royal Brougham boundaries will be straight line extensions to a point the straight line intersects Elliott bay.
- b) A premium of \$1.00 per hour shall be paid for each hour worked on projects within this zone.

### **PRIVATE SECTOR WORK**

1. Wage Rates: The wage rates covered by this Letter of Understanding shall be equal to ~~eighty-five~~ ninety percent (~~85~~90%) of the wage rates established in the Western Washington area and will apply to privately funded projects ~~bid after June 1, 2015~~.

### **RETRO PAY**

Wages and benefits are retroactive to June 1, 2018.

Current Wage Package (2017-2018)	3-Year Agreement 2018-2021	Combined Total Package	Combined Total Increase
\$41.29	Wage	<b>\$47.84</b>	<b>\$6.55</b>
\$7.60	Health and Welfare	<b>\$8.57</b>	<b>\$0.97</b>
\$10.90	Pension	<b>\$12.40</b>	<b>\$1.50</b>
\$0.70	Apprentice	<b>\$0.70</b>	<b>\$0.00</b>
\$0.00	Natl. Apprentice	<b>\$0.05</b>	<b>\$0.05</b>
\$60.49	Total Package	<b>\$69.56</b>	<b>\$9.07</b>
<b>15.00%</b>	<i>Combined Increase to total Package Over 3-Years</i>		

Year 1	2018-2019	Proposed Package	Proposed Increase
<b>5.08%</b>	Wage	<b>\$43.79</b>	<b>\$2.50</b>
	Health and Welfare	<b>\$7.82</b>	<b>\$0.22</b>
	Pension	<b>\$11.20</b>	<b>\$0.30</b>
	Apprentice	<b>\$0.70</b>	<b>\$0.00</b>
	Natl. Apprentice	<b>\$0.05</b>	<b>\$0.05</b>
	Total Package	<b>\$63.56</b>	<b>\$3.07</b>

Year 2	2019-2020	Proposed Package	Proposed Increase
<b>4.72%</b>	Wage	<b>\$45.84</b>	<b>\$2.05</b>
	Health and Welfare	<b>\$8.07</b>	<b>\$0.25</b>
	Pension	<b>\$11.90</b>	<b>\$0.70</b>
	Apprentice	<b>\$0.70</b>	<b>\$0.00</b>
	Natl. Apprentice	<b>\$0.05</b>	<b>\$0.00</b>
	Total Package	<b>\$66.56</b>	<b>\$3.00</b>

Year 3	2020-2021	Proposed Package	Proposed Increase
<b>4.51%</b>	Wage	<b>\$47.84</b>	<b>\$2.00</b>
	Health and Welfare	<b>\$8.57</b>	<b>\$0.50</b>
	Pension	<b>\$12.40</b>	<b>\$0.50</b>
	Apprentice	<b>\$0.70</b>	<b>\$0.00</b>
	Natl. Apprentice	<b>\$0.05</b>	<b>\$0.00</b>
	Total Package	<b>\$69.56</b>	<b>\$3.00</b>

<b>Group X Wages</b>	<b>Current</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Wage \$ increase</b>	<b>Wage % Increase</b>
1AAA	\$ 43.13	\$ 45.73	\$ 47.87	\$ 49.96	\$ 6.83	15.84%
1AA	\$ 42.52	\$ 45.09	\$ 47.20	\$ 49.26	\$ 6.74	15.85%
1A	\$ 41.90	\$ 44.43	\$ 46.51	\$ 48.54	\$ 6.64	15.85%
1	\$ 41.29	\$ 43.79	\$ 45.84	\$ 47.84	\$ 6.55	15.86%
2	\$ 40.76	\$ 43.24	\$ 45.26	\$ 47.24	\$ 6.48	15.89%
3	\$ 40.29	\$ 42.74	\$ 44.74	\$ 46.69	\$ 6.40	15.89%
4	\$ 37.70	\$ 40.02	\$ 41.89	\$ 43.71	\$ 6.01	15.94%
<b>Fringe benefit type</b>	<b>Current</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Benefit \$ increase</b>	<b>Benefit % Increase</b>
Health and Welfare	\$ 7.60	\$ 7.82	\$ 8.07	\$ 8.57	\$ 0.97	12.76%
Pension	\$ 10.90	\$ 11.20	\$ 11.90	\$ 12.40	\$ 1.50	13.76%
Apprenticeship and training	\$ 0.70	\$ 0.70	\$ 0.70	\$ 0.70	\$ -	0.00%
National Training	\$ -	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05	0.00%
Fringe package only	\$ 19.20	\$ 19.77	\$ 20.72	\$ 21.72	\$ 2.52	13.12%
Package increase %		5.08%	4.72%	4.51%		