

INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
&
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302
JUNE 1, 2022 TO MAY 31, 2025

INDEX

Craft Schedules	16
Effective Date & Duration	17
Equal Employment Opportunity	15
Health Care Legislation	17
Holidays	9
Hours of Work, Shifts, Overtime	6-8
Jurisdictional Disputes	13
Lunch	9
Management’s Rights	3
Pay Day	10-11
Preamble	2
Public Works Projects	16
Purpose of Agreement	2
Savings Clause	15
Scope of Agreement	5
Settlement of Disputes & Grievances	12
Show Up, Standby and Call Back	14
Special Conditions	16
Strikes & Picket Lines	5
Subcontracting – Owner/Operator	5-6
TERO	17-18
Territory Covered	3
Union Security	4
Union Representation & Job Stewards	11
Warranty of Authority	15
Work Covered	3-4
Work Affected	3
SCHEDULE “A” (Wages & Fringes)	18-22
Fringe Benefits	24
Apprentice Rates	29
SCHEDULE “A” (Shop Personnel)	25
SCHEDULE “B” (Trusts)	25-26
SCHEDULE “C” (Hiring Hall)	29-35
SCHEDULE “D” (Work Rules)	35-38

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PREAMBLE

- P.1 This Agreement is a successive principal agreement to the EASTERN WASHINGTON & NORTHERN IDAHO INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 industry agreement, and all other prior agreements thereto by and between the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302, and the INLAND NORTHWEST AGC (a chapter of the Associated General Contractors of America, Inc.)
- P.2 For purposes of this Agreement, the AGC is acting as a multi-employer bargaining agent for and on behalf of the Employers who have requested the AGC to act as their bargaining agent.
- P.3 This is a collective bargaining Agreement between members of the INLAND NORTHWEST AGC, INC. (referred to as the “Employer”), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302, acting for and on behalf of all of their Local Unions, (hereinafter referred to as the “Union”), shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory Eastern Washington-Northern Idaho.

ARTICLE I
PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize wages and working conditions in BUILDING, HEAVY & HIGHWAY CONSTRUCTION work in the area affected.
- 1.2 Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto.
- 1.3 The Associated General Contractors acting on behalf of those member firms who have authorized it to bargain on their behalf hereby recognize the Union as the sole and exclusive bargaining agent for all International Union of Operating Engineers, Local 302 performing work for such Employers within the territorial jurisdiction of this Agreement.
- 1.4 The Union recognizes the Associated General Contractors as the exclusive bargaining agent for each Employer who has authorized the Associated General Contractors to negotiate with the Union on its behalf.

**ARTICLE 2
WORK AFFECTED**

- 2.1 The persons, firms, associations, corporations, joint ventures, or other business entities party to or bound by the terms of this Agreement as “Employer” or “Employers”.
- 2.2 This Agreement applies to and covers all Operating Engineers’ work to be done at the site of the construction on all building, heavy and highway projects as defined in Article 5, or other work interpreted and applied in accordance with the National Labor Relations Act, as amended.
- 2.3 The term “Operating Engineers’ work” refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

**ARTICLE 3
MANAGEMENT’S RIGHTS**

- 3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff, or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.
- 3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

**ARTICLE 4
TERRITORY COVERED**

- 4.1 This Agreement shall cover all INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 work in the following counties East of the 120th Meridian: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman and Yakima in the State of Washington; and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County North of Parallel 46 in the State of Idaho.

**ARTICLE 5
WORK COVERED**

- 5.1 **Building:** Building construction shall be defined to include, but not limited to, building structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort, or convenience. Building construction shall include the demolition of buildings and excavation of foundations for building construction.

- 5.2 **Highway:** Highway construction shall be defined to include, but not limited to, constructing roads, streets, alleys, including crushing and paving (Portland Cement and Asphaltic Concrete), sidewalks, guard rails, fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, and construction of sewage and waterworks improvements incidental to street and highway improvements.
- 5.3 **Heavy:** Heavy construction shall be defined to include, but not limited to, constructing railroad projects, railroad bridges, heavy construction sewers and water mains, grade separations involving a railroad, foundations, pile driving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, generators, atomic energy development, missile sites and launching facilities and all work pertaining thereto, hydroelectric development, transmission lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, (including paving operations), excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed, including the operation and maintenance and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services.
- 5.4 **Asbestos/Toxic Waste Work:** This Agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, toxic waste, mold and/or lead abatement.

ARTICLE 6 UNION SECURITY

- 6.1 Pursuant to and in conformance with Section (a) 3 and 8 (b) 5 of the Labor Management Relations Act as amended, it is agreed that all employees coming under the terms of this Agreement shall be required to join the Union within nine (9) days following the date of employment or within nine (9) days following the date of signing this Agreement, whichever is later, and as a condition of continued employment must maintain membership in good standing for the life of this Agreement and any renewal thereof Good standing shall be defined as the payment of normal initiation fees and dues, as prescribed by law.
- 6.2 Employers performing work covered by this agreement shall, in filling vacancies, utilize and be bound by the registration facilities and referral systems established by the Unions signatory hereto when such procedures are not in violation of State or Federal law.
- 6.3 In the event the Union requests an Employer to dismiss an employee for failure to comply with the provisions of this Article, such request shall be in writing. Copies of such a request shall be forwarded to the office of the Company.
- 6.4 In the event the National Labor Relations Act, as amended should be further amended or repealed, then the contracting parties will immediately meet and negotiate a clause in conformity with such changes in order to comply with the spirit of the law in Sections 1 and 2.

- 6.5 No employee shall be discharged or discriminated against for union activity or representation of the Union.

ARTICLE 7 STRIKES & PICKET LINES

- 7.1 It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 15.
- 7.2 Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the Union party to this Agreement.
- 7.3 As required by law, employees shall be furnished to the Employer during labor disputes with other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

ARTICLE 8 SCOPE OF AGREEMENT

- 8.1 This Agreement applies to Operating Engineers work to be done at the site of the construction, alteration, painting or repair of a building, maintenance, or other work that may come under this Agreement as defined in Article 5, as interpreted, and applied in accordance with the National Labor Relations Act, as amended.
- 8.2 The term “Operating Engineers work” refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

ARTICLE 9 SUBCONTRACTING

- 9.1 The Employer agrees it will not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation, or other business entity is signatory to this Agreement, except as provided below. The Employer agrees that an Operating Engineer will be employed by the Employer or any contractor or subcontractor at the job site if there is work to be done coming under the jurisdiction of the Union agreement. The Union agrees that it will not take economic action to enforce this Article. In the event of any change in the present law, this clause will be renegotiated.
- 9.2 Whenever the Employer is obligated to satisfy MBE-WBE or other governmental recruiting requirements the Union and the Employer shall waive this provision prior to commencement of the work in the event an employer and union are unable to find qualified competitive union minority subcontractors.
- 9.3 In the event a signatory contractor solicits bids but does not receive any reasonable quotes from a union subcontractor, the Contractor may then obtain the needed services elsewhere.

“Reasonable”, as used in this section, shall mean the low bidding, qualified, bondable subcontractor.

- 9.4 The Employer agrees to retain and exercise the right of control over owner-operators and operators of fleet owned equipment where such persons are performing work coming under this Agreement on behalf of the Employer. Such persons are acknowledged to be and, in all respects, will be treated as employees of the Employer. Such persons are entitled to all of the benefits and subject to all of the obligations of this Agreement, the hiring hall only being excluded.
- 9.5 When equipment hired, rented, or leased is used on any job, the employee operating the equipment shall be an employee on the payroll of the Employer and come under all legally enforceable terms and conditions of this Agreement, including Schedule “A” if not otherwise covered by this Agreement. The Employer will notify the Union within twenty-four (24) hours when they hire owner-operators.

ARTICLE 10 HOURS OF WORK - SHIFTS – OVERTIME

10.1 SINGLE SHIFT OPERATION:

- (A) Eight (8) hours shall constitute a day’s work; five (5) days shall constitute a week’s work, Monday morning through Friday.
- (B) A single shift operation shall be restricted to the hours between 6:00 a.m. and 6:00 p.m., and eight (8) hours of continuous employment (except for lunch period) shall constitute a day’s work Monday through Friday of each week. Saturday shall not be used as a make-up day.
- (C) Four consecutive ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions or holiday, then Friday may, at the option of the Employer, be worked as a voluntary make-up day. On ten (10) hour shift schedules all hours worked in excess of ten (10) hours a day must be compensated at the overtime rate. The Employer may change from a five-eight schedule to a four-ten or vice versa but must make the change at the beginning of the work week and maintain such shift for at least one week. At no time will a crew work a combination of eight (8) and ten (10) hour days in the same calendar week.
- (D) No employee shall be discharged, laid off, disciplined, replaced, or transferred for refusing to work a make-up day. Make-up days may only be worked if all of the basic crafts on the project are working at the straight time rate.
- (E) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked. If the Operators are working with another trade with better per diem, premium pay and/or conditions the

operators will receive the same conditions, otherwise a special shift maybe designated and applied if hours are scheduled outside the regular day shift hours.

- (F) When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate if the language in paragraph (G) is not met. 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. The Employer must give the Union notification prior to the start of a special shift.
- (G) Special Shift: Special Shift Premium for prevailed work in Washington is basic hourly rate plus \$2.00 per hour. 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 require that more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an Employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

10.2 MULTIPLE SHIFT OPERATION: Shifts may be established when considered necessary by the Employer. 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 when the language in 10.1 (G) is met for special shift. 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.
- (B) **THREE SHIFT OPERATION:** On a three-shift operation, the following shall apply:

FIRST SHIFT: The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 6:00 a.m. and 6:00 p.m.

SECOND SHIFT: The second shift shall be seven and one-half (7 ½) hours of continuous employment, except for lunch period at mid-shift, and shall be paid for at eight (8) hours at the straight time rate.

THIRD SHIFT: The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at mid-shift, and shall be paid for at eight (8) hours at the straight time rate.

- (C) **MULTIPLE SHIFT (a two or three shift) OPERATION:** will not be required on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shifts a specific operation. Those groups of employees only who relieve first shift groups of employees and such first shift groups of employees who are relieved by groups of employees on a second shift, and on a three-shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a “reliever group” and a “relief group” does not necessarily mean “man for man” relief.
- (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.

10.3 **GENERAL PROVISIONS:**

- (A) **CALL OUT:** When an employee has completed his scheduled shift and is “specifically called out by the Employer” to perform special work of a casual, incidental, or irregular nature, he shall receive premium pay in accordance with the proper overtime rates with a guarantee of two (2) hours’.
 - (B) **PAVING OPERATIONS:** To take full advantage of weather conditions, starting time of operations for the paving of asphalt paving, road oiling and concrete paving will be at the option of the Employer. However, standby time will be considered as part of the regular operation and will be paid for at the applicable rate.
 - (C) **MAINTENANCE (EXCLUDING EQUIPMENT REPAIR), WATCHMEN, FLAGMEN:** When no other work is in progress and it is necessary to keep maintenance men, watchmen or flagmen on duty on Saturdays and Sundays, they will be paid at straight time rates, but allowed two (2) regular consecutive days off each week. If these men work more than five (5) consecutive days in any one week, the sixth (6th) day shall be paid for at one and one-half (1½) the basic rate and the seventh (7th) day shall be paid for at double (2) the basic rate.
- 10.4 (A) **OVERTIME:** 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 normal shift (6 p.m.-6 a.m.) and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed on Sunday and holidays shall be paid at double the straight time rate of pay. The employer shall have sole discretion to assign overtime work to employees. Primary consideration shall be given to employees regularly assigned to the work to be performed on overtime situations
- (B) 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 a shift and paid at the applicable overtime rate until they shall have the eight (8) hours rest period.

ARTICLE 11
LUNCH and REST PERIODS

- 11.1 Lunch will be approximately mid-shift. (See Article 10 for shift definitions). Lunch will be no less than one-half (1/2) hour and no more than one (1) hour.
- 11.2 **FIRST HALF SHIFT - LUNCH PERIOD:** If an employee is not given at least 30 minutes to eat in the first half of the shift, 30 minutes at the overtime rate shall be added to the hours worked.
- 11.3 **SECOND HALF SHIFT - LUNCH BREAK:** All employees must be given time to eat after five (5) consecutive hours of work in the second half of the shift. If the employee does not get time to eat after five (5) consecutive hours in the second half of the shift, 30 minutes at the overtime rate shall be added to the employee's hours worked.
- 11.4 **REST PERIODS:**
- (A) The nature of the construction work covered by this Agreement allows intermittent rest periods. Employers shall provide such intermittent rest as workflow permits, equivalent to ten (10) minutes for each four hours worked. Scheduled rest periods are not required.
 - (B) Such intermittent rest periods shall be taken on the work site.
 - (C) It will be the responsibility of each employee to take such intermittent rest periods. If an employee does not take a rest period, then the employee must notify his supervisor and a rest period will be provided.
- 11.5 Article 11 shall apply except when the signatory Employers work for that day is on a continuous concrete pour or paving operation that requires the Employer to work past mid-shift, then formal lunches may not be scheduled by the Employer if employees have the opportunity to observe intermittent periods for personal needs, medical needs, rest and meals periods. Employees shall be paid for all hours worked under the provision. The article is not intended to supersede a member's right to have or request a schedule lunch break.

When the Operating Engineers are working on the same qualifying project with other trades not covered under the same conditions above, Articles 11.2 and 11.3 shall apply.

ARTICLE 12
HOLIDAYS

- 12.1 Holidays recognized under this Agreement shall be as follows: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the Friday and Saturday Following, Christmas Eve, and Christmas Day. Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday, and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property. Work on any of the holidays specified herein will be paid at

double the regular straight time rate per hour. Inference to Independence Day, by mutual agreement, the day observed may be changed.

ARTICLE 13 PAY DAY

- 13.1 Employees shall be paid in full on company time on the job site, by mail or by direct deposit to the employee's account at a financial institution once a week; swing shift, graveyard shift and daylight second shift employees will be paid by the end of Thursday's shift, day shift employees will be paid by the end of Friday's shift, following the previous weekly payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid accordingly because of a holiday, he shall be paid the last workday of the job before the holiday.
- 13.2 When an employee voluntarily quits or is terminated for cause, he shall be paid at the next regular payday.
- 13.3 When employees are laid off, they shall be paid in full immediately or by check or direct deposit within forty-eight (48) hours.
- 13.4 If an employee is not paid in accordance with 13.1, 13.2 or 13.3 he shall receive two (2) hours pay for each 24-hour period, or portion thereof, thereafter until said check is mailed to an address of the employee's choice or directly deposited to the employees account. The postmark on the envelope will determine if the check was mailed timely or the transaction date on the employee's financial institution account will serve as the cutoff for any penalty. Saturdays, Sundays, and recognized holidays are excluded from the 24-hour period for determining penalty. Employees must notify the Union within seventy-two (72) hours after the payday, layoff, or discharge to be eligible for penalty pay.
- 13.5 Excluding weather and equipment breakdown, employees required to "standby" for more than forty-eight (48) hours have the option of standing by or signing the out-of-work list and having notified the company of the latter option is then eligible for payoff on the first payday after the layoff.
- 13.6 Payment shall be made by cash or check upon which there is no charge for exchange or direct deposit. No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative within fifteen (15) days from the pay period in question.
- 13.7 Payroll checks and stubs shall indicate company name, straight time hours, overtime hours, rate of pay, itemized legal deductions, to include dues check-off and allowances if applicable. In the event an employee receives an N. S. F. check, thereafter all payments shall be made by cash or certified check, and he shall be considered not paid timely and shall receive eight (8) hours pay for every 24-hour period thereafter until he receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of the eight (8) hour penalty. Payroll stubs for those employees choosing direct payroll deposit shall be delivered in accordance with the procedures in Section 13.1.
- 13.8 The availability of direct payroll deposit is at the option of the employer. Each employee choosing it must sign an authorization before it can be started. No employee shall be

discharged, laid off, disciplined, replaced, transferred, or have any other adverse action taken against him/her for refusing to use the direct payroll deposit option.

ARTICLE 14
UNION REPRESENTATIVES AND JOB STEWARDS

14.1 **UNION REPRESENTATIVES ON JOBS:** The Union representatives shall have access to all places where employees covered by this Agreement are employed, and transportation will be supplied where necessary.

14.2 **SHOP AND JOB STEWARD RULES:**

- 1) Shop and Job Stewards shall be appointed by Local 302. Upon appointment, the Union shall identify the Steward to the Employer or his representative in writing.
- 2) Stewards shall be allowed access to all places where employees covered by this Agreement are employed.
- 3) Job and Shop Stewards shall be allowed reasonable time for performance of their duties and shall be allowed to take care of union problems immediately.
- 4) All accidents on the job that cause the employee's removal from the job shall be reported immediately by the Employer to the Union and the Job Stewards.
- 5) In the event an employee is injured or becomes ill on the job, the Employer's representative in conjunction with the Steward shall take care of his/her personal belongings.
- 6) The Union appointed Steward or the Union's designated replacement, subject to the Union's request, shall be on the job when any work, including overtime, is required provided the employee is qualified to do the work available.
- 7) Stewards are not authorized to threaten, direct, or cause a work stoppage or slowdown.
- 8) Before a Steward can be terminated or transferred from a job or shift the Employer or his representative shall give the union 48-hour notice.
- 9) When forces must be reduced, the Steward shall be given preferential treatment and be retained over other journeymen providing the Steward can do the work involved; except the last Operating Engineer on the job may be the Foreman.
- 10) There shall be one Steward allowed on each shift on each job per contractor unless the distance between the work areas is so great that one Steward cannot police the work; then two (2) Stewards shall be allowed.

ARTICLE 15
SETTLEMENT OF DISPUTES & GRIEVANCES

- 15.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.
- 15.2 Failure of an Employer to make wage, travel and/or zone pay differential, penalty pay, or other negotiated fringe payments as outlined in this Agreement, is a violation of this Agreement and not subject to the Grievance Procedure as outlined below. In the event of a violation and after forty-eight (48) hour notice to the Employer, the Union shall have the right to take economic action against such Employer to collect such monies owed.
- 15.3 In the event that a dispute or grievance over the interpretation of this Agreement other than jurisdictional or as otherwise called for in this Agreement occurs, no such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer in writing or postmarked within fifteen (15) days after the alleged violation was committed. The following procedure shall be followed for settling grievances:
- 15.4 **STEP I:**
- (A) The individual Employer and the local Union Representative shall attempt to settle the dispute on a local basis.
 - (B) In the event that the dispute cannot be satisfactorily adjusted on a local basis within five (5) working days, the dispute shall be referred to the authorized representative of the Union and the authorized representative of the Inland Empire Chapter of the Associated General Contractors for immediate review and settlement if possible.
- 15.6 **STEP II:** If the dispute or grievance remains unsettled after the foregoing procedures, it shall immediately be reduced to writing and referred to the Union Negotiating Committee and the AGC Negotiating Committee for resolution.
- 15.7 **STEP III:** Should the Union Negotiating Committee fail to settle the matter within three (3) days after written notification of the dispute (Saturdays, Sundays and holidays excluded) said dispute shall then be referred to binding arbitration within forty-eight (48) hours. An impartial arbitrator shall be selected from a panel of names of persons submitted by the Federal Mediation and Conciliation Service. The Union and the Employer shall alternately remove names from this panel and the remaining name on the panel shall be the arbitrator. The decision of the arbitrator shall be within the scope and limited to the interpretation of this Agreement upon the points of issue as stipulated and shall be final and binding upon the parties. The arbitrator shall promptly render a decision, but not later than 30 days. Expense of employing said impartial arbitrator shall be paid equally by both parties.
- 15.8 It is further understood that the grievance machinery set forth above shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

ARTICLE 16
JURISDICTIONAL DISPUTES

- 16.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.
- 16.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:
- (A) The Employer agrees to assign work and be bound to the terms and conditions of the plan for the Settlement of the Jurisdictional disputes in the Construction Industry.
 - (B) If the disputed work cannot be satisfactorily settled between the local unions and the employer, the local unions shall promptly submit the dispute to the International Unions who shall meet with the Employer to review the issues and settle the dispute. All jurisdictional questions between or among the parties to this agreement will be settled in accordance with the procedural rules and the regulations of the Plan for the construction Industry, effective June 1, 1984, or any successor Plan.
- 16.3 When requested to do so, Employers covered by this Agreement agree to furnish within 48 hours to the District Councils and local Unions, statements of their past and present practices pertaining to work on which there is or may be a pending dispute. Such statements shall be written on the individual employer's letterhead.
- 16.4 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.

ARTICLE 17
HEALTH, SAFETY AND ACCIDENT PREVENTION

- 17.1 The Employer shall comply with the Safety Standards for construction work in the State of Washington and the Idaho Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. All foremen and general foremen shall carry a current first aid card.
- 17.2
- (A) When physical examinations are required by a State or Federal agency, the Employer shall make arrangements for said appointments upon request by the employee and make payments for such examinations and pay for time spent getting the examination. This paragraph does not apply to ICC requirements.
 - (B) If the Employer requires a pre-employment physical and/or drug test as a condition of employment, the test shall be arranged and paid for by the Employer, but the time spent for testing will on the employees' time.

17.3 **DRY SHACK:** The dry shack provisions shall be discussed and agreed to at the pre-job conference or prior to commencement of work where agreed, and the project warrants. The Employer shall at the start of the job furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods and shall be situated close to the site of the work.

17.4 **SUBSTANCE ABUSE POLICY:**

Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace and protect the reputation of Labor and Management and the employees.

Consistent with these goals, the Employer prohibits the use, possession, distribution, or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of testing may be instituted, upon mutual consent of labor and management, such consents, shall not unreasonably be withheld, to monitor compliance with this policy.

ARTICLE 18 SHOW UP - STANDBY & CALL BACK

18.1 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive two (2) hours reporting pay and applicable fringes for jobs within Schedule A-1, and four (4) hours reporting pay and applicable fringes for jobs within Schedule A-2. Employees who work in excess of these hours shall receive actual time worked at the applicable straight time and overtimerates plus all other applicable compensation except as provided in 18.2.

18.2 Employees prevented from starting or completing the shift due to inclement weather or conditions beyond the control of the Employer shall be paid actual time worked and applicable fringes with a minimum of two (2) hours wages and fringes. Within a twenty-five (25) mile radius of the city centers of Moses Lake, Spokane, Pasco and Lewiston and Pullman the minimum is one (1) hour wages and fringes.

18.3 In case of sustained inclement weather, the employer and the union shall set up a system of transmitting advice to a central point or points so that it will not cause a hardship on either the employee or the employer.

18.4 Employees prevented from completing the shift due to causes other than weather or equipment breakdown after the four (4) hour minimum, and in excess of four (4) hours, shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation.

18.5 If an employee leaves of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates.

ARTICLE 19
EQUAL EMPLOYMENT OPPORTUNITY

- 19.1 The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders and other rules and regulations governing civil rights to ensure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.2 The parties hereto recognize that the Employers compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve, to assure compliance with project specifications as they relate to recruiting, training, and hiring.

ARTICLE 20
SAVINGS CLAUSE

- 20.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 15 shall not apply to this Article.
- 20.2 The Employer and the Union may enter into Addenda covering work performed on Indian lands and under the control of Tribal Councils. (Refer to Article 27)

ARTICLE 21
WARRANTY OF AUTHORITY

- 21.1 This agreement shall become effective when signed by the duly constituted representative of the Inland Northwest AGC (a chapter of the Associated General Contractors of America, Inc.) acting for and on behalf of the Employers who have individually requested the AGC to act as their individual and separate bargaining agent in individual employer units and who have also as an individual employer signed the agreement, and the duly constituted representatives of the union.
- 21.2 The persons signing this agreement for the Inland Northwest AGC (a chapter of the Associated General Contractors of America, Inc.), and the persons signing for the employer, warrant and guarantee their authority to act for the association and/or the employer.
- 21.3 The persons signing this agreement on behalf of the union warrant and guarantee their authority to act for and bind the Union.
- 21.4 Each party agrees to notify the other of any employer or local union who becomes signatory to this Agreement.

- 21.5 It is further agreed that the liability of the employer who accepts, adopts, or signs this Agreement or a facsimile thereof, shall be several and not joint, and the liability of the local unions who accept, adopt, or sign this Agreement or a facsimile thereof, shall be several and not joint.

**ARTICLE 22
PUBLIC WORKS PROJECTS**

PUBLIC WORKS PROJECTS - DAVIS BACON ACT & RELATED STATUTES

- 22.1 In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 USC 276A7 as amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works Washington State, Prevailing Wage on Public Works and other applicable prevailing wage laws, the published hourly wage set forth in said public work at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rates for Health and Welfare, Pension and Apprenticeship shall be those as established and maintained by the Master Agreements.
- 22.2 Should the rates prevailed on a public works project be less than the negotiated rate, the contractor and the union shall mutually agree before reducing the rates below the limits a set forth herein.
- 22.3 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.
- 22.4 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct rates when responding to requests for prevailing wage data.

**ARTICLE 23
CRAFT SCHEDULES**

- 23.1 The classifications for employees, wage rates, effective dates, health and security, pensions, training and other benefits funds, and other considerations of employment, shall be as provided in the separate schedules attached hereto and made a part of this agreement.

**ARTICLE 24
SPECIAL CONDITIONS**

- 24.1 Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

- 24.2 To maximize the effect of this provision, all crafts will be requested to act uniformly. The General Contractor shall encourage his subcontractors to comply with any modifications granted under this provision.

ARTICLE 25
EFFECTIVE DATE AND DURATION

- 25.1 It is mutually agreed and understood by the parties signatory hereto, that this Agreement shall be in full force and effect as of June 1, 2022, and shall remain in full force and effect without change until May 31, 2025, and from year to year thereafter unless either party hereto desires to modify, amend or terminate this Agreement after May 31, 2025, or any subsequent anniversary year. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, superseded by a successor principal agreement, which shall apply or terminated.
- 25.2 The party desiring to modify, amend, or terminate this Agreement shall serve upon the other party written notice of such desire not later than sixty (60) days nor more than ninety (90) days prior to May 31, 2025, or later than sixty (60) days or more than ninety (90) days prior to May 31 of any subsequent anniversary year thereafter.
- 25.3 Notice as required in this Article shall be served in writing by Certified or Registered Mail, postage prepaid and deposited in the U. S. Post Office.
- 25.4 All employees covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the craft schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Craft Schedules of this Agreement

ARTICLE 26
HEALTH CARE LEGISLATION

- 26.1 In the event of the enactment of any State or Federal legislation which impacts the employer's health and security contributions, the parties' signatory hereto will immediately meet to negotiate the distribution of these funds.

ARTICLE 27
TRIBAL EMPLOYMENT RIGHTS OFFICES (TERO)

- 27.1 When an Employee who is signatory to this Agreement is required by the terms of a project contract to comply with TERO hiring requirements the Employer shall notify the Union prior to starting any work on the project.
- 27.2 The Union shall be given the opportunity to fill any manpower needs with individuals who are qualified by and registered with the respective TERO prior to the hiring of any individual directly from the TERO.

- 27.3 The Employer shall be allowed to hire individuals directly from the TERO in the event the Union cannot meet the TERO qualified and registered manpower needs in a timely manner.
- 27.4 If the Employer is compelled to hire employees directly from the TERO, the Union will be provided the opportunity to recruit each employee so hired for Union membership. If any employee hired directly from the TERO declines Union membership and completes a waiver of fringe contributions and benefits supplied by the Union, the Employer shall be exempt from making said fringe benefit contributions on behalf of the employee and shall pay the equivalent amount directly to the employee. This exemption shall apply only to those employees qualified by and registered with the TERO and will not apply to any work performed by the Employer outside the jurisdiction of the TERO project.

ARTICLE 28

LIGHT DUTY RETURN TO WORK

- 28.1 It is agreed that the employer may return a member who is off work due to an industrial injury to light duty status when allowed by the member's doctor. Hours will be based on a forty (40) hour work week which will be paid at straight time rates but allowed two (2) regular consecutive days off each week. If these men work more than five (5) consecutive days in any one week, the sixth (6th) day shall be paid for at time and one-half (1½) the basic rate and the seventh (7th) day shall be paid for at double (2) the basic rate.
- 28.2 The Light Duty Return to Work program will be administered in accordance with Washington State Law R.C.W. 51.32.090 and will include full fringe benefits.

**SCHEDULE A
OPERATING ENGINEERS LOCAL 302
WAGE RATES
SCHEDULE A-1**

COUNTIES

Asotin, Benton, Franklin, Garfield, Lincoln, Spokane, Walla Walla, Whitman in Washington, and all of Northern Idaho, North of the 46th Parallel.

SCHEDULE A-2

COUNTIES

Adams, Chelan, Columbia, Douglas, Ferry, Grant, Kittitas, Okanogan, Pend Oreille, Stevens, Yakima, lying East of the 120th Meridian.

GROUP "1":

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$33.01	\$34.69	\$35.91
SCHEDULE A-2:	\$36.01	\$37.69	\$38.91

- Bit Grinders
- Boat Operator
- Bolt Threading Machine
- Compressors (under 2000 CFM, gas, diesel or electric power)
- Crane Oiler & Cable Tender, Mucking Machine
- Crusher Feeder
- Deck Hand
- Drillers Helper
- Fireman & Heater Tender
- Helper, Mechanic or Welder, H.D.
- Hydro-seeder, Mulcher, Nozzleman
- Plant Oiler
- Pumpman
- Rollers, all types on subgrade, including seal and chip coating (farm type, Case, John Deere and similar, or Compacting Vibrator), except when pulled by Dozer with operable blade
- Steam Cleaner
- Welding Machine

GROUP "2":

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$33.35	\$35.04	\$36.28
SCHEDULE A-2:	\$36.35	\$38.04	\$39.28

A-Frame Truck (single drum)
Assistant Refrigeration Plant (under 1000 ton)
Assistant Plant Operator, Fireman or Pugmixer (asphalt)
Bagley or Stationary Scraper
Belt Finishing Machine
Blower Operator (cement)
Cement Hog
Compressor (2000 CFM or over, 2 or more, gas diesel or electric power)
Concrete Saw (multiple cut)
Crane Oiler-Driver (CDL required)
Distributor Leverman
Ditch Witch or similar
Elevator Hoisting Materials
Dope Pots (power agitated)
Forklift or Lumber Stacker, hydra-life & similar
Gin Trucks (pipeline)
Hoist, single drum
Loaders (bucket elevators and conveyors)
Longitudinal Float
Mixer (portable - concrete)
Pavement Breaker, Hydra-Hammer & similar
Power Broom
Railroad Ballast Regulation Operator (self-propelled)
Railroad Power Tamper Operator (Self-propelled)
Railroad Tamper Jack Operator (self-propelled)
Spray Curing Machine (concrete)
Spreader Box/Road Widener (self-propelled)
Straddle Buggy (Ross & similar on construction job only)
Tractor (Farm type R/T with attachments, except Backhoe)
Tugger Operator

GROUP "3":

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$34.01	\$35.73	\$36.99
SCHEDULE A-2:	\$37.01	\$38.73	\$39.99

A-Frame Truck (2 or more drums)
Assistant Refrigeration Plant & Chiller Operator (over 1000 ton)
Backfillers (Cleveland & similar)
Batch Plant & Wet Mix Operator, single unit (concrete)
Belt-Crete Conveyors with power pack or similar
Belt Loader (Kocal or similar)
Bending Machine
Bob Cat (skid steer)

Boring Machine (earth)
 Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar)
 Bump Cutter (Wayne, Saginaw or similar)
 Canal Lining Machine (concrete)
 Chipper (without crane) Cleaning & Doping Machine (pipeline)
 Deck Engineer
 Dozer / Tractor (up to D-5 or equivalent) and Traxcavator
 Elevating Belt-Type Loader (Euclid, Barber Green & similar)
 Elevating Grader-Type Loader (Dumor, Adams or similar)
 Generator Plant Engineers (diesel or electric)
 Guniting Combination Mixer & Compressor
 Locomotive Engineer
 Mixermobile
 Mucking Machine
 Posthole Auger or Punch
 Pump (grout or jet)
 Soil Stabilizer (P & H or similar)
 Spreader Machine
 Traverse Finish Machine
 Turnhead Operator

GROUP "4":

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$34.18	\$35.91	\$37.18
SCHEDULE A-2:	\$37.18	\$38.91	\$40.18

Concrete Pumps (squeeze-crete, flow-crete, Whitman & similar)
 Curb Extruder (asphalt or concrete)
 Drills (churn, core, calyx or diamond)
 Equipment Serviceman, Greaser & Oiler
 Hoist (2 or more drums or Tower Hoist)
 Loaders (overhead & front-end, under 4 yds.. R/T)
 Refrigeration Plant Engineer (under 1000 ton)
 Rotomill Groundsman
 Rubber-tired Skidders (R/T with or without attachments)
 Surface Heater & Planer Machine
 Trenching Machines (under 7 ft. depth capacity)
 Turnhead (with re-screening)
 Vacuum Drill (reverse circulation drill under 8" bit)

GROUP "5":

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$34.36	\$36.10	\$37.37
SCHEDULE A-2:	\$37.36	\$39.10	\$40.37

Backhoe (45,000 gw & under)
 Backhoe & Hoe Ram (Under ¾ yd.)
 Carry Deck & Boom Truck (under 25 tons)
 Cranes (25 tons & under), all attachments incl. Clamshell, Dragline
 Derricks & Stifflegs (under 65 tons)
 Drilling Equipment (8" bit & over) (Robbins, reverse circulation & similar)

Grade Checker
 Hoe Ram
 Piledriving Engineers
 Paving (dual drum)
 Railroad Track Liner Operator (self-propelled)
 Refrigeration Plant Engineer (1000 tons & over)
 Signalman (Whirleys, Highline, Hammerheads or similar)

GROUP "6":

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$34.66	\$36.41	\$37.69
SCHEDULE A-2:	\$37.66	\$39.41	\$40.69

Asphalt Plant Operator
 Automatic Subgrader (Ditches & Trimmers), Autograde, ABC, R.A. Hansen & similar on grade
 wire)Backhoe (45,000 gw to 110,000 gw)
 Backhoes & Hoe Ram (3/4 yd. to 3 yd.)
 Batch Plant (over 4 units)
 Batch & Wet mix Operator (multiple units, 2 & incl. 4)
 Blade Operator (motor patrol & attachments)
 Boom Cats (side)
 Cableway Controller (Dispatcher)
 Compactor (self-propelled with blade)
 Concrete Pump Boom Truck
 Concrete Slip Form Paver
 Cranes (25 tons to 44 tons), all attachments incl. Clamshell, DraglineConveyor
 Aggregate Delivery Systems (C.A.D.)
 Crusher, Grizzly-& Screening Plant Operator
 Dozer, 834 R/T & similar
 Dozer/ Tractors /(D-6 & equivalent & over)
 Drill Doctor
 Lime Batch Tank Operator (Recycle Train)
 Lime Brain Operator (Recycle Train)
 Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.)
 Material Transfer Machine, (Shuttle Buggy or similar)
 Mobile Crusher Operator (Recycle Train)
 Multiple Dozer Units with single blade
 Paving Machine (asphalt and concrete)
 Quad-Track or similar equipment
 Rollerman (finishing asphalt pavement)
 Roto Mill (pavement grinder)
 Scrapers, all, Rubber-tired
 Screed Operator
 Shovels (under 3 yds.)
 Trenching machines (7 ft. depth & over)
 Tugboat Operator
 Vactor Guzzler, Super Sucker

GROUP “7”:

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$34.95	\$36.72	\$38.01
SCHEDULE A-2:	\$37.95	\$39.72	\$41.01

Backhoe (over 110,000 gw)
Backhoes & Hoe Ram (3 yds & over)
Blade Finish & bluetop, automatic, CMI, ABC, Athey , Huber & similar when used as auto.
Cableway Operators
Concrete Cleaning / Decontamination Machine Operator
Cranes (45 tons to 55 tons), all attachments incl. Clamshell and Dragline
Derricks & Stifflegs (65 tons & over)
Elevating Belt (Holland Type)
Grade Engineer (GPS Instrument person)
H.D. Mechanic
H.D. Welder
Heavy Equipment Robotics Operator
Hydraulic Platform Trailers (Goldhofer, Shaurerly and similar)
Loader (360 degrees revolving Koehring Scooper or similar)
Loaders (overhead & front-end, over 8 yds.)
Master Environmental Maintenance Technician
Rubber-tired Scrapers (multiple engine with three or more scrapers)Shovels (3 yds. & over)
Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 psi)
Vacuum Blasting Machine Operator
Whirleys & hammerheads, ALL

GROUP “8”:

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$36.68	\$38.52	\$39.88
SCHEDULE A-2:	\$39.68	\$41.52	\$42.88

Cranes (56 to 99 tons) and overhead, rail & Quick Tower. All attachments incl.
Clamshell, Dragline
Driller Licensed
Helicopter Pilot
Horizontal Linear Wrapping Machine

GROUP “9”:

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$37.54	\$39.42	\$40.81
SCHEDULE A-2:	\$40.54	\$42.42	\$43.81

Cranes (100 to 299 tons) All attachments

GROUP "10":

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
SCHEDULE A-1:	\$38.30	\$40.22	\$41.64
SCHEDULEA-2:	\$41.30	\$43.22	\$44.64

Cranes (300 tons & over) All attachments
All Tower Cranes

CERTIFIED CRANE OPERATOR: Shall be paid \$.50 per hour above their classification.

HAZMAT: Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 more an hour above classification.

FOREMAN: Shall be paid seven percent (7%) per hour over the scale of the highest scale supervised.

GENERAL FOREMAN: Shall be paid five percent (5%) per hour over the Foremen's scale.

THE PARTIES SHALL MEET TO NEGOTIATE A RATE FOR ANY NEW MACHINENOT CLASSIFIED ABOVE.

FRINGE BENEFITS

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
Health & Security	\$8.65	\$8.90	\$9.15
Pension	\$11.55	\$12.05	\$12.55
Apprenticeship & Training	\$0.70	\$0.70	\$0.70
National Training Fund (NTF)	\$.05	\$.05	\$.05
TOTAL Package:	\$20.95	\$21.70	\$22.45

Deductions from wages:

Dues Check-Off (1.75% as of 1/1/23)	2% GW	1.75% GW	1.75% GW
Union Programs	(\$0.22)	(\$0.22)	(\$0.22)
Political programs (voluntary)	(\$0.05)	(\$0.05)	(\$0.05)

**SCHEDULE A-1
OPERATING ENGINEERS LOCAL 302
SHOP PERSONNEL
95%**

<u>CLASSIFICATION</u>	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
Heavy Duty Mechanic (Group 7)	\$33.20	\$34.88	\$36.11
Welder (Group 7)	\$33.20	\$34.88	\$36.11
Machine Tool Operator (Group 7)	\$33.20	\$34.88	\$36.11
Service Oiler (Group 4)	\$32.47	\$34.11	\$35.32
Mechanic's Helper (Group 1)	\$31.36	\$32.96	\$34.11

**SCHEDULE A-2
OPERATING ENGINEERS LOCAL 302
SHOP PERSONNEL
95%**

<u>CLASSIFICATION</u>	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
Heavy Duty Mechanic (Group 7)	\$36.05	\$37.73	\$38.96
Welder (Group 7)	\$36.05	\$37.73	\$38.96
Machine Tool Operator (Group 7)	\$36.05	\$37.73	\$38.96
Service Oiler (Group 4)	\$35.32	\$36.96	\$38.17
Mechanic's Helper (Group 1)	\$34.21	\$35.81	\$36.96

COVERAGE

It is mutually agreed that when men employed in these shops are required to transfer their activities to the site of a construction job for the Employer their wages and working conditions shall be governed by the Heavy and Highway Construction Agreement in effect in the area at the time.

This clause shall not apply when employee's shift starts and ends at the shop, and when he uses employer's transportation to and from the job site.

All provisions of Fringe Benefits scheduled are applicable to this Schedule.

SCHEDULE B OPERATING ENGINEERS LOCAL 302 TRUST FUNDS

SECTION 1: HEALTH & SECURITY PROVISION: In addition to the wage rates listed in Schedule A, the Employers shall pay a rate for all compensable hours worked on and after June 1, 2022, \$8.65, June 1, 2023, \$8.90, and June 1, 2024, \$9.15, for all employees covered by this Agreement to the "Locals 302 & 612 of the I.U.O.E.-Employers Construction Industry Health & Security Fund," ("Local 302-612-Employers Fund"), as a result of the August 1, 2022 merger of the WIOE – Employers Health and Security Trust into the Locals 302-612-Employers Fund. All contribution payments made under this agreement shall be made monthly on or before the 15th of the month following that for which contributions are being made, in accordance with the governing Trust Agreement. On and after August 1, 2022, the governing Trust Agreement is the *Revised Trust Agreement of the Locals 302 & 612 of the International Union of Operating Engineers Construction Industry Health & Security Fund* dated October 1, 1993, and as amended. The Trust Agreement as amended shall be available upon request of a signatory employer and is incorporated by this reference into and shall become a part of this Agreement.

SECTION 2: RETIREMENT PROVISION: In addition to the wage rates listed in the Schedule A, the Employers shall pay into a Retirement Trust Fund known as the "Engineers Local 302-AGC Retirement Trust of the Inland Empire", effective June 1, 2022 eleven dollars and fifty five cent (\$11.55), June 1, 2023 twelve dollars and five cents (\$12.05) and June 1, 2024 twelve dollars and fifty five cents (\$12.55), per compensational hour worked for all employees covered by this Agreement dated June 1 2022. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made, in accordance with the negotiated Trust Agreement dated June 1, 1964, between the Inland Northwest Associated General Contractors of America and Local 302 of the International Union of Operating Engineers. The Trust Agreement as amended shall be attached to and become a part of this Agreement.

SECTION 3: APPRENTICESHIP/TRAINING: It is agreed that all; employers covered by this Agreement shall contribute a sum as listed in SCHEDULE "A" for each compensable man hour of Operating Engineers, including supervisory employees when covered by this Agreement, employed by such employers in work contained in the term of this Agreement. Said contributions shall be made on or before the fifteenth (15th) day of the month following the month in which the hours were worked to the Western Washington Employers-Engineers Training Trust in the manner as set forth in the trust agreement of the said trust fund. The details of the Apprenticeship/Training/Retraining program established under this trust fund shall continue to be controlled and administered by a joint board of trustees composed of equal representation from the Union and the AGC of Washington who are signators to the trust agreement of the aforesaid trust fund. Each trustee appointed by the Union shall be a member of the appointing Local and each trustee appointed by the employers shall be a member of an affiliated firm of the AGC of Washington or a regular paid employee of the AGC of Washington.

SECTION 4: It is understood that the Union and the Employer Associations are principal parties to the trust agreements and therefore, shall be furnished full information on the actions of the trustees and the operations of the trusts.

In the event an Employer fails to make the monetary contributions in conformity with this section of the Agreement, the Union is free to take economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

SECTION 5: FRINGE OPTION: It is further agreed that if additional sums are necessary to maintain or improve the fringe benefit plans, such sums may be deducted from wages at any anniversary date of the Agreement by mutual agreement, giving sixty (60) days prior notice.

SECTION 6: WORKING-DUES CHECK-OFF ASSIGNMENTS: In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act, as amended, the Employer agrees to deduct for working dues two percent (2%) of gross wages once each week which has been or will be in the future authorized by the membership of the Union. All monies collected for working dues by the Employer shall be paid to the agent of the Union, namely: IUOE Local 302 & 612 Construction Industry Health & Security and Pension Funds, c/o Welfare and Pension Administration Services, Inc., P.O. Box 34203, Seattle, WA 98124-1205. The working dues which are deducted shall be paid monthly by the fifteenth (15th) day of the month following the month in which they were deducted. The working dues shall be remitted to the Local that retains the jurisdiction for the project as specified in Article 3, Territory of Agreement.

SECTION 7: UNION AND POLITICAL PROGRAMS

A. The Employer agrees to deduct from the net pay (after taxes) of each employee performing work covered by the terms of this Agreement a sum as set forth in Appendix 1, Schedule "A" for each compensable hour worked and remit same to the IUOE Local 302 Union Programs Fund. Contributions will be made on the same form as the Health and Security payments. The union program contribution shall be remitted to the Local that retains the jurisdiction for the project as specified in Article 3, Territory of Agreement.

B. The Employer will deduct five cents (\$0.05) for each hour that the Employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the IUOE Local 302 Political Programs Fund are not conditions of membership in the International Union of Operating Engineers or of employment with the Employer and that the IUOE Local 302 Political Programs Funds will use such monies in making political contribution in connection with Federal, State, and Local elections. Contributions will be made on the same form as the Health & Security payments.

The cost of administering this payroll deduction for IUOE Local 302 Political Programs Fund are incorporated into the economic package provided under the terms of this Agreement so that the IUOE Local 302 has, through its negotiation and its execution of this Agreement, reimbursed the Employer for the costs of such administration.

SECTION 8: If Local 302 has entered into a reciprocity agreement with a sister local outside the jurisdiction of this Agreement, providing that an employer covered by this Agreement may bring its key employees with it into Local 302's jurisdiction, said Employer shall be permitted to make contributions to the AGC sister local trust fund on behalf of its key employees. In the event the total contributions under this Agreement are higher than the total AGC sister local contribution rate, the difference shall be paid to the employee as part of his wages.

APPRENTICESHIP/TRAINING/RETRAINING

A. The parties to the Agreement agree that the best interest of the construction industry will be served by establishing an apprenticeship/training/retraining program so that new employees may be trained in the operation of equipment covered by this Agreement.

B. APPRENTICE RULES:

1. Apprentices shall be paid the following rates of wages based on a percentage of Group 6:

1st	1000 hours	65%
2nd	1000 hours	70%
3rd	1000 hours	75%
4th	1000 hours	80%
5th	1000 hours	90%
6th	1000 hours	95%

2. All working conditions governing the employment of journeymen shall also apply to apprentices.
3. **Apprentice Ratios:** A well trained workforce is critical to the long-term efficient and economical performance of the work covered by this agreement. The Employer and the Union are mutually committed to using apprentices to have adequate supply of skilled workers for the future. Accordingly, the Employer and the Union agree to a goal to employ apprentices at a rate of 15% of the Operating Engineers covered by this agreement. Additionally, each individual contractor who employs seven (7) or more journeymen operating engineers covered by this Agreement shall employ a minimum of one (1) apprentice. Thereafter, said contractor shall employ on (1) additional apprentice for each twenty (20) journeymen covered by this Agreement.

EXAMPLE:

Journeymen	No. of Apprentices required
0 – 6	None
7 – 19	One (1)
20 – 39	Two (2)
40 – 59	Three (3)
60 – 79	Four (4)
80 – 99	Five (5), etc.

4. If, for any reason, the criteria established in this paragraph cannot be met by either party, a review of the situation will be made via the grievance procedure.
5. A Joint Apprenticeship and Training Committee established by the parties to this Agreement shall have the responsibility for establishing a training and retraining program, and apprenticeship program which shall be within the scope of the National Apprenticeship Standards. This committee shall establish a referral procedure for apprentices in conformance with the training standards. The apprenticeship office shall dispatch all apprentices in accordance with the procedure established by the above committee without regard to other provisions of Schedule C.

6. Apprentices who have completed the Apprenticeship and Training program established under this Agreement shall obtain Group I status. Any apprentice having been cancelled for just cause after written and specific notice and full and fair hearing by the Apprenticeship Committee, or who has dropped out of the program of their own accord, shall not be permitted to register for employment nor be dispatched as journey level operator by the local Union for a period of two (2) years after cancellation.

Schedule C
OPERATING ENGINEERS LOCAL 302
HIRING HALL RULES

SECTION 1: Employers shall only employ qualified Operating Engineers. Operating Engineers shall be qualified for employment under this Agreement who have had two (2) years actual practical working experience in the Building, Heavy and Highway Construction Industry.

SECTION 2: DEFINITIONS

Accrued: Earned or accumulated (i.e. hours worked in the last twelve (12) months)

Bargaining Unit Work: Classifications referenced in Appendix 1, Schedule A of the Master Labor Agreement.

Bonafide: Factual or real

Employer Association: A group of Employer representatives. In this Agreement it is the Inland Northwest Associated General Contractors (AGC).

Freezing: To hold group status on the out-of-work list when written verification from a physician is provided.

Illegal Hours: Hours worked without a dispatch.

Joint Venture: Two or more contractors performing work on a project as one.

Keyman: An IUOE member of another Local with special skills employed in the jurisdiction of this Union as approved by the Business Manager. An agreement signed between Trust Funds that allows portability of benefits.

SECTION 3: Employers shall hire qualified Operating Engineers by calling the Union responsible for the geographical area of the project. Whenever the Employer requires Operating Engineers on any job, they shall notify the Local Union office either in writing, email, or by telephone, stating the Company contact information, location, starting time, type of shift (i.e. 4-10's, 5-8's), approximate duration of the job, the type of work to be performed and the number of employees required.

SECTION 4: Employees covered by this Agreement have certain accrued rights to benefits for themselves and their dependents under health and welfare and pension plans which accrue to them by virtue of length of employment with Employers party to this Agreement, and such rights are generally continuous while under employment and remain effective until a certain period of time after lay-off or discharge.

Those registered on the list in each group will, after ten (10) attempted contacts, be deemed unavailable for work. These individuals will then be notified by mail or email and will not be contacted for employment until verification of availability is made in person, by fax or by mail or email. A signature is required.

No more than two (2) attempted contacts per day will be counted towards the ten (10) attempted contacts.

Up to two contact numbers can be given to dispatch, but a second contact number can be removed by the dispatcher if it is disconnected or no longer reaches the member. If the number is removed by the dispatcher, a written notice will go out by mail or email to the member. Members/registrants shall always maintain a working telephone number on file with the hiring hall. Two weeks following written notice (mail or email) of failure to do so, the member/registrator's name will be removed from the out-of-work list. Their name will be placed on the bottom of the appropriate list when they are re-registered, with a working telephone number.

All classes of Operating Engineers shall be hired and/or rehired in accordance with the length of service with Employers in the Collective Bargaining Unit as follows:
Group 1 (A-List) – Operating Engineers who have been employed and dispatched by this Union under this Agreement or employed and dispatched by this Union under any Agreement of this Union for an accumulative time of at least 500 hours in the last 12 months, within the territory of this agreement immediately preceding their registration date.

Group 2 (B-List) – Operating Engineers who have been employed and dispatched by this Union under this Agreement or any collective bargaining agreement with this Union for an accumulative time of at least 50 hours during the last 12 months.

Group 3 (C-List) – All registrants who pass a minimum standard test in categories established by the 302/612 Training Trust, or who can verify journeyman status in this Union or another Local of the IUOE.

Group 4 (D-List) – All other applicants

The Employer Associations and the Union shall make up and prepare the roster for preference of rehire by grouping all Operating Engineers who come within the above classifications and shall utilize the pension records in establishing these accrued rights based on length of employment.

“Employers” under this paragraph mean:

- A. Any Employer party to this Agreement.
- B. An out-of-town Employer who adopts or works under this Agreement and contributes to the Health & Welfare and/or Pension Plans.

- C. Any Employer who employs Operating Engineers under the terms of this Agreement and is a contributing Employer within the meaning of the Health & Welfare and Pension Plans.

SECTION 5: Registration or re-registration of applicants for referral shall be accepted by the Union at any time during its customary office hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration, list an applicant for referral must renew their registration not later than ninety (90) days from the date of their last registration or re-registration. There shall be four (4) groupings of the out-of-work list. Each applicant for employment shall be required to furnish such data, records, names of Employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registration as shall be submitted to him. Applicants for employment shall also list any special skills they may possess. All applicants may register or re-register in person, by mail, by email or facsimile; member's signature is required.

SECTION 6: Upon request of an Employer for Operating Engineers, the Union shall refer qualified and competent registrants in the manner and under the conditions specified in this Agreement from the list in the following order of referral:

A. Applicants shall be referred from Group 1, in successive order as their names appear on the out-of-work list, and when Group 1 has been exhausted,

B. Then applicants from Group 2 in successive order as their names appear on the out-of-work list, and when Group 2 has been exhausted,

C. Then applicants from Group 3 in successive order as their names appear on the out-of-work list, and when Group 3 has been exhausted,

D. Then applicants from Group 4 as their names appear in successive order on the out-of-work list.

1. Separate lists will be established and maintained for apprentice engineers, and referrals shall be made on the same basis as that for Operating Engineers except that the experience condition set out in Appendix 3, Section 1 of this Agreement shall, as to apprentice engineers, not be applicable or required.
2. Any applicant who is returned by the Employer shall be restored to their place on the out-of-work list. If an employee is employed one (1) to twenty-one (21) calendar days, the employee shall be restored to the out-of-work list the same number of days lower on the out-of-work list as they had been employed. Any employee, who is employed more than twenty-one (21) calendar days or terminated of their own accord, shall have their name removed from the out-of-work list. When his employment terminates, they shall be required to register at the bottom of the appropriate group list on which he/she are entitled to register. A registrant may refuse to be referred to employment two (2) times without

prejudicing his position on the appropriate group list on which he/she are registered. If a member or an applicant accepts a dispatch and does not show up, their name will be entered at the bottom of the appropriate list when they re-register.

3. In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a twenty-four (24) hour period after such requisition is made by the Employer (Saturdays, Sundays, and Holidays accepted), the Employer may employ applicants directly at the job site. In such an event, the Employer will notify the Union of the names and dates of such hiring within twenty-four (24) hours of such hiring.
4. The referral procedure as contained herein shall be followed except;
 - a. That requests by Employers for personnel to act as Supervisors, Master Mechanics, General Foremen, Industrial Foremen or Foremen shall be honored without regard to the requested employee's place on the out-of-work list provided that person does not perform bargaining unit work. Those hired under the provisions of this hiring Agreement shall not be reduced to a lower classification without the approval of the Union, nor shall their employment as traveling key men or reciprocity qualify them for a call-back. All traveling keymen must register at the Hiring Hall and have a "Keyman Agreement" in place, prior to being employed.
 - b. That requests by Employers for a particular employee previously employed by the Employer within the geographical area of this Agreement and who has been laid off or terminated by the Employer within five (5) years previous to the request shall be honored without regard to the requested employee's place on the out-of-work list, provided said employee was originally dispatched to the requesting Employer in accordance with the terms and conditions of this Union and this Appendix (illegal or reciprocity hours will not be recognized for rehire, requests, or group status).
 - c. For bonafide requests by the Employers for Operating Engineers with special skills and abilities in the order in which their names appear on the out-of-work list.
 - d. In the best interests of the industry, requests by an Employer for a particular engineer with no priority shall be honored, without regard to the request person's place on the out-of-work lists, provided the said individual occupies the status of a collegestudent seeking summer employment only and is the son or daughter of management, or individuals, employed as Operating Engineers. Further provided that any dispute arising as a result of such request may be referred to the Joint Hiring Committee in

accordance with this Appendix. For each person dispatched as a college student of who is a son or daughter of management, the employer shall endeavor to employ a son or daughter of an Operating Engineer.

- e. Requests by Employers for a particular Operating Engineer who is registered on the out-of-work list shall be honored provided that person has obtained Group I status in the applicable jurisdiction.
- f. Where Employers engage in a Joint Venture, employees employed by any of the Joint Venture may be transferred to the job or called for by name if the requirements of 4. a, b, and c above have all been met by any of the Joint Venture.
- g. If an Employer controls, or holds common ownership of separate corporations, the Employer is considered the Employer for the purpose of the transferring employees to and from such corporation payrolls.

SECTION 7. The Union and the Employers agree that the referral of Operating Engineers shall be on the following basis:

A. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect of or obligation of Union membership, policies or requirements, or in any way affected by race, color, sex, age or creed. The Union shall dispatch to allow an Employer to comply with State or Federal affirmative action requirements; any other local, State or Federal law; or any reasonable contractual obligation imposed by the owner.

B. The Employer retains the right to reject any job applicant referred by the Union for cause but shall not discriminate because of membership or non-membership in the Union or because of race, color, sex, age or creed.

C. The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provision of this Agreement.

D. ASAP requests from contractors will be based on the member's geographical proximity to the project location.

SECTION 8:

A. All employees covered by this Agreement shall be required, as a condition of employment to apply for and become members of, and to maintain membership in the Union within nine (9) days following the beginning of their employment or the effective date of this clause, whichever is later.

B. The Union recognizes its obligation and therefore assumes full responsibility to every employee discharged under the provisions of paragraph (A) above as a result of a written request from the Union to the Employer provided that the only reason for discharge is as to the timely tendering of normal initiation fees and dues.

SECTION 9: The parties to this Agreement may create a Joint Hiring Committee, composed of three (3) Employer representatives and three (3) Union representatives, to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered:

A. To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan, and such rules and regulations shall be as much a part of this Agreement as if contained herein.

B. To properly post all rules and regulations relating to the functioning of the referral plan, together with provisions of this Agreement as set out in Section 6 above at the Union dispatch office and at the Employer's office.

C. To hear and determine any and all disputes or grievances arising out of work registrations, work referrals, and the preparation of the referral registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Committee.

The Joint Hiring Committee has provided in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Hiring Committee reaches a deadlock over a dispute. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Hiring Committee. All decisions of the Joint Hiring Committee or the impartial umpire shall be final, binding, and conclusive on all parties including applicants.

If questions arise as to the qualifications and competency of an applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or non-membership in the Union or race, color, sex, age, or creed.

SECTION 10: Either party to this Agreement shall have the right to re-open negotiations pertaining to Union recognition and hiring procedures by giving the other party thirty (30) days written notice when there is reason to believe that the laws pertaining thereto have changed by Congressional amendments, government regulations, or court decision.

SECTION 11: Whenever an employee is discharged without written notice to the Union, the employee shall be considered eligible for rehire.

The Employer shall furnish and complete termination slips for any employee, returning one to the dispatching hall at time of termination and provide a copy to the employee. Each termination slip shall show the actual reason for termination.

SECTION 12: No Applicant for referral to jobs shall be dispatched where:

- A. That applicant has been discharged for consuming alcohol on the job or for being intoxicated on the job or;
- B. The applicant has tested positive for controlled substance, whether during pre-employment testing or testing following employment.

Applicants will be reinstated in the job referral plan when a state certified rehabilitation program has made an evaluation of their condition. Should the evaluation require participation in a rehabilitation program, applicants must be enrolled in an accredited rehabilitation program prior to being reinstated in the job referral plan.

SECTION 13: All Operating Engineers who suffer an injury or serious illness shall have their group status frozen on the out-of-work list by presenting the referral hall with a physician's report stating they are unable to perform work as an Operating Engineer. The "freezing" of an applicant's group status does not apply to Health & Welfare or Pension eligibility.

- A. The applicant must register on the out-of-work list. To remain on the out-of-work list, an applicant must renew their registration not later than ninety (90) days from the date of their last registration or re-registration.
- B. When the applicant provides the referral hall with a physician's "Release for Work" document, the applicant shall be considered ready and available for work effective on the date of the work release was received in the referral hall. The applicant's group status on the out-of-work list will then revert to the status as it was on the date it was frozen, and all referral hall rules shall apply.

SECTION 14: Members that are called to active duty with the National Guard or a military reserve unit may register on the out-of-work list. During the active-duty period it is unnecessary to re-register to maintain an out-of-work date.

A. The member must prove active-duty status and then they will not be contacted for work during the active-duty period.

B. Upon separation from active duty the member shall notify the hiring hall of change in status within thirty (30) calendar days.

SCHEDULE D OPERATING ENGINEERS WORK RULES

Crews on crawler cranes and truck cranes shall consist of an operator and oiler (assistant to operator); unless the Union and the Employer mutually agree in writing that an assistant engineer is not necessary. The assistant engineer is to be under the direct supervision of the operator at all times. In order to maintain the jurisdiction of the Operating Engineers, the Union may, when it deems necessary, allow the Contractor to utilize the assistant engineers on an intermittent basis to operate equipment, start, stop, maintain pumps, compressors, forklifts and other miscellaneous equipment in the immediate area and under the supervision of the operator.

On small cranes 60 ton and under an Assistant Engineer/Oiler shall be optional. If a second person is needed, they shall be an Operating Engineer. They would perform the duties of forklift operator, oiler or rigger as needed. The Assistant Engineer/Oiler shall be a qualified forklift operator in addition to his duties as an Assistant Engineer/Oiler. An Assistant Engineer/Oiler would be required in unsafe conditions, where an assistant is necessary to the operator. By mutual agreement between the Contractor and the Union, one oiler may be used to service two cranes that are operating in close proximity to one another.

In special circumstances and other special conditions, size of crane requirements may be adjusted, providing the parties mutually determine by conference and in writing, the requirements necessary to meet the conditions that prevail. When, in the opinion of the parties, any machine under the jurisdiction of this union requires an assistant to the operator, they shall be a person covered by this Agreement and shall be under the supervision of the operator at all times.

1. Crane oiler will not be required for fixed cranes such as Tower or gantry cranes.
2. Crews on portable crushers with three or more units shall consist of a crusher operator, feederman (if required) and Oiler. Additional workmen required in the operation and maintenance of conveyors, crushers and/or any component part of the machine shall be members of this craft.

3. Servicing and repairing of miscellaneous equipment compressors, pumps, welding machines, tuggers, light plants, etc. is recognized as within the jurisdiction of the Operating Engineers Union. (Subject to Memorandums of Understanding).
4. Barge crews shall be Operating Engineers.
5. Any employee working any portion of a shift in a higher rated classification shall receive the higher rate in one (1) hour increments with minimum of one (1) hour. An employee will be notified before a reduction is made to a rate lesser than his dispatch rate.
6. Heavy duty mechanics shall furnish their own hand tools in good repair. The Employer agrees to furnish all special tools when needed such as metric tools, pin presses, spanner wrenches, impact wrenches (air or electric), all pullers, drills, reamers, taps and dies, gauges, torches, tips, box wrenches and sockets over 1 ½ inches, twenty-four inch (24) and larger pipe wrenches, and all tools and sockets requiring over ¾ inch drive. The contractor shall furnish a safe dry place for storing Mechanic's tools. Service Oilers shall not be required to furnish tools.
7. The contractor will replace mechanics' tools if damaged or lost by fire or flood or forced entry robbery while on the contractor's project or premises. It shall be the employee's responsibility in order to be covered by this provision to provide the contractor with a signed list of the actual, true and current inventory of tools which are exposed to the hazard.
8. The contractor will replace mechanics' tools if damaged or lost by fire or flood or forced entry robbery while on the contractor's project or premises. It shall be the employee's responsibility in order to be covered by this provision to provide the contractor with a signed list of the actual, true and current inventory of tools which are exposed to the hazard.

It is understood that if a mechanic damages a tool under normal use and if the tool guarantee does not cover the replacement, then the contractor will replace the tool. It is further understood this replacement obligation does not cover the gross negligence of an employee by virtue of his not giving his tools proper care, deliberately abusing the tool, or the tool is of such ancient vintage that it will not stand up under normal usage.

It is further understood that all tools will be replaced "in kind" if possible, or if impossible due to availability, this replacement will be of equal value.

9. Operating Engineers shall not be required or permitted to furnish their own transportation or welders on the job site.
10. All Operators and Oilers on rental equipment within the jurisdiction of this Agreement shall be permitted to move from job to job as directed by the renter.

11. On single shift work when overtime work is contemplated with a certain machine before or after a regular shift or an overtime day, the Operator and/or Oiler regularly assigned to such machine shall be given preference to perform such work, provided the regular Operator is competent to perform such work.
12. Side curtains, umbrellas, canopies, cabs and heaters, when applicable, or fans (summer and winter), will be furnished to protect employees during appropriate periods of weather. Side curtains damaged willfully by negligence shall be subject to replacement by employee's concerned, fair wear and tear excepted. Adequate fenders, windshields, and/or splashboards will be provided on rubber-tired scrapers. Cab and heater will be required on motor patrols from October 15 through March 31. Seats and standards manufacturer's padding, doors, window glass, and windshields shall be maintained in good repair and workable order

After notification to a contractor to comply with Rule 11 on Schedule D and said Contractor refuses to abide, the Union may refuse to man the particular machine or machines involved.

13. In the event any Operator on any project believes that signals given to him by a Signaller or Foreman are dangerous beyond the capacity of the machine or are likely to endanger the lives of other workmen, he may refuse to obey such signals or orders provided he communicates with the Signaller or Foreman and explains the circumstances. The Operator who refuses to obey such signals or orders shall not be subject to discharge because he refuses to obey such signals or orders or to work in unsafe places or with unsafe equipment.
14. **FOREMAN:** When in the Employer's opinion the work is sufficient to require the services of a Foreman, such Foreman shall be qualified to supervise such work as many come under the scope of the Agreement and shall be a member of the union.
15. **GENERAL FOREMAN:** When in the Employer's opinion the work is sufficient to require the services of a General Foreman, such General Foreman shall be qualified to supervise such work as may come under the scope of the Agreement and shall be a member of the union.

**LABOR AGREEMENT
BETWEEN
INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302**

IN WITNESS WHEREOF, this Agreement Including Schedule "A" (wage scales) has been executed by the parties hereto as that date first above mentioned.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 302



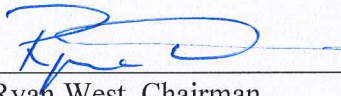
Daren Konopaski, Business Manager
Negotiating Committee
Operating Engineers, Local 302

9/6/2022

Date

IN WITNESS WHEREOF, this 1st DAY OF JUNE 2022, the labor agreement between the Inland Northwest AGC and the International Union of Operating Engineers, Local 302 has been executed by the INLAND NORTHWEST AGC (a chapter of the Associated General Contractors of America, Inc.), on behalf of certain Individual member firms who have Individually ratified this Agreement and have further authorized the Chapter to execute the Agreement on their behalf.

INLAND NORTHWEST AGC
(A chapter of the Associated General Contractors of America, Inc.)



Ryan West, Chairman
Negotiating Committee

9/6/2022

Date