

SCHEDULE "A"

OPERATING ENGINEERS LOCAL 302 EFFECTIVE 01/01/2023

For the Jurisdiction of Local 302, below the 46th Parallel, the following Zones will apply:

ZONE CENTERS: Boise, Twin Falls, Pocatello and Idaho Falls (See Zone Map)		
ZONE 1:	0 – 30 miles	Free Zone
ZONE 2:	30-60 miles	\$30.00/per day
ZONE 3:	over 60 miles	\$35.00/per day

I. CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES:

1/1/2023 1/1/2024 1/1/2025

GROUP 1: \$32.97 \$34.36 \$35.80

Brakeman, Crusher Plant Feeder (mechanical), Deckhand, Drill Helper, Grade Checker, Heater Tender, Land Plane, Pumpman, Rear Chainman, HazMat Worker.

GROUP 2: \$33.13 \$34.52 \$35.96

Air Compressor, Assistant Refrigeration Plant Operator, Bell Boy, Bit Grinder Operator, Blower Operator (cement), Bolt Threader Machine Operator, Broom, Cement Hog, Concrete Mixer, Concrete Saw multiple cut, Discing - Harrowing or Mulching (regardless of motive power, Distributor Leverman, Drill Steel Threader Machine Operator, Fireman - all, Heavy Duty Mechanic Helper or Welder Helper, Hoist - single drum, Hydraulic Monitor Operator - skid mounted, Oiler (single piece of equipment), Crusher Oiler, Box. Pugmixer, Spray Curing Machine, Tractor - rubber tired farm type using attachments, HazMat Worker.

GROUP 3: \$33.50 \$34.89 \$36.33

A-Frame Truck (hydra lift, Swedish Cranes, Ross Carrier, Hyster on construction jobs), Battery Tunnel Locomotive, Belt Finishing Machine, Cable Tenders (underground), Chip Spreader Machine (self-propelled), Head Chainman, Hoist - 2 or more drums or Tower Hoist, Hydra lift - Fork lift & similar (when hoisting), Oilers (underground), Power Loader (bucket elevator conveyors), Rodman, Road Roller (regardless of motive power), HazMat Worker.

GROUP 4: \$33.81 \$35.20 \$36.64

Groundman on Rotomill, Boring Machines (earth or rock), Quarry master - Joy - tractor mounted, Drills: Churn - Core- Calyx or Diamond, Front End & Overhead Loaders and similar machines -(up to and including 4 yds) - (rubber-tired), Grout Pump, Hydra-Hammer, Locomotive Engineer, Longitudinal Float Machine, Mixer mobile, Spreader Machine, Tractor - rubber tired - using Backhoe, Transverse Finishing Machine, Trenching Machine to include ditch-witch (chain type), Waggoner Compactor & similar, Asphalt Spreaders, HazMat Worker.

1/1/2023 1/1/2024 1/1/2025**GROUP 5: \$33.98 \$35.37 \$36.81**

Concrete Plant Operator, Concrete Road Paver (dual), Elevating Grader Operator, Euclid Elevating Loader, Generator Plant Operator-Mechanic (diesel electric), Instrument Man, Post Hole Auger or Punch Operator, Power Shovels, Backhoes and Draglines (under 3/4 yd), Pumpcrete, Refrigeration Plant Operator, Road Roller (finishing high type pavement) Skidder - rubber tired, Sub Grader, Multiple Station Beltline Operator, Screed, Off Road Trucks, HazMat Worker.

GROUP 6: \$34.15 \$35.54 \$36.98

Asphalt transfer machine (Roadtec, Blawnox or shuttle-buggy), Asphalt Pavers – self-propelled, Asphalt Plant Operator, Blade Operator (motor patrol), Bending machine, Concrete Slip Form Paver, Cranes - up to and including 50 ton, Crusher Plant Operator, Derrick Operator, Drilling Equipment (bit under 8 inches) - (Robbins Reverse Circulation and similar), Front End and Overhead Loaders and similar machines - (over 4 yds to and including 7 yds), Koehring Scooper, , Mucking Machine (underground), Multi-batch Concrete Plant Operator, Piledriver Engineer, Power Shovels, Backhoes and Draglines (3/4 yd to and including 3 1/2 yds), Pulverizer, Robotics operator, Rotomill, Service Oiler, Trencher machine (wheel or bucket), Vacuum/ Super-sucker/ Vactor operator, Tractor - crawler type - including all attachments, Refrigeration Plant Operator (over 1,000 tons, Trimmer Machine Operator, Concrete Pump Boom Truck, all Scrapers (up to and including 40 yds), GPS Grade Checker, HazMat Worker.

GROUP 7: \$34.52 \$35.91 \$37.35

Cableway Operator, Continuous Excavator (Barber Greene WL-50), Cranes-over 50 tons, Dredges, Drilling Equipment (bit 8 inches and over) - (Robbins Reverse Circulation & similar, Fine Grader -CMI or equivalent, Front End & Overhead Loaders & similar machines - (over 7 yds), Heavy Duty Mechanic or Welder, Power Shovels & Draglines over 3 1/2 yds, Quad type Tractors with all attachments, all Scrapers, pulling wagons, belly dumps and attachments (over 40 yds to and including 60 yds), multiple Scraper Units, Tower Crane Operator, HazMat Worker.

GROUP 8: \$34.75 \$36.14 \$37.58

Dozers or Blade (Motor Patrol) when remote grade control devise (GPS/Laser or similar) is used, Scrapers - Euclid & similar, pulling wagons, belly dumps and attachments, over 60 yds to and including 80 yds, HazMat Worker.

GROUP 9: \$34.98 \$36.37 \$37.81

Scrapers - Euclid and similar, pulling wagons, belly dumps and attachments, - over 80 yds to and including 100 yds, HazMat Worker.

GROUP 10: \$35.23 \$36.62 \$38.06

Scrapers - Euclid and similar, pulling wagons, belly dumps and attachments, - over 100 yds, HazMat Worker.

*** NOTE: Annual increase percentage is figured on Group #6 IUOE Total Package**

NOTE: FOR ZONE 2 & 3 RATES ADD \$30.00 and \$35.00 /per day (See Zone Map)

FOREMAN: One Dollar (\$1.00) per hour over scale.

GENERAL FOREMAN: Two Dollar (\$2.00) per hour over scale.

WORKING WITH SUPPLIED AIR + \$1.00

LONG BOOM PAY: All Cranes and Concrete Pump Boom Trucks

- A. Crane Booms, 100 ft. to 150 ft., fifteen cents over scale.
- B. Crane Booms, 150 ft. to 200 ft., thirty cents over scale.
- C. Crane Booms, over 200 ft., forty-five cents over scale.

NOTE: When the Crane Operator receives additional pay for long boom, the Oiler shall also receive such additional pay. In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

REGISTERED APPRENTICES –ZONE 1

	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
1st Term - 65%	\$22.20	\$23.10	\$24.04
2nd Term - 70%	\$23.91	\$24.88	\$25.89
3rd Term - 75%	\$25.61	\$26.66	\$27.74
4th Term - 80%	\$27.32	\$28.43	\$29.58
5th Term - 85%	\$29.03	\$30.21	\$31.43
6th Term - 90%	\$30.74	\$31.99	\$33.28
7th Term - 95%	\$32.44	\$33.76	\$35.13

***NOTE: IUOE Apprentice wage based on a percentage of Group 6 IUOE wages.**

II. HEALTH AND INSURANCE TRUST FUND

Effective January 1, 2023, the amount of the Employer contribution shall be **Eight dollars and sixty-five cents** (\$8.65) per compensable hour through December 31, 2023**.

Effective January 1, 2024, the amount of the Employer contribution shall be **Eight dollars and ninety cents** (\$8.90) per compensable hour through December 31, 2024.

Effective January 1, 2025, the amount of the Employer contribution shall be **Nine dollars and fifteen cents** (\$9.15) per compensable hour through December 31, 2025.

III. PENSION TRUST FUND

Effective January 1, 2023, the amount of the Employer contribution shall be **Six dollars and thirty-five cents** (\$6.35) per compensable hour through December 31, 2023**.

Effective January 1, 2024, the amount of the Employer contribution shall be **Six dollars**

and sixty-nine cents (\$6.69) per compensable hour through December 31, 2024.

Effective January 1, 2025, the amount of the Employer contribution shall be **Seven dollars and six cents** (\$7.06) per compensable hour through December 31, 2025.

IV. OPERATING ENGINEERS -EMPLOYERS JOINT APPRENTICESHIP AND TRAINING TRUST FUND

Effective January 1, 2023, the amount of the Contractor contribution shall be **thirty-five cents** (\$.35) for a total contribution of thirty-five cents per compensable hour through December 31, 2025**.

OPERATING ENGINEERS – NATIONAL TRAINING FUND

Effective January 1, 2023, the amount of the Contractor contribution shall be **five-cents** (\$0.05) per compensable hour through December 31, 2025**.

V. UNION PROGRAMS

Effective January 1, 2023, the amount of the EMPLOYEE CONTRIBUTION DEDUCTED FROM NET WAGES shall be **five cents** (\$.05) per compensable hour through December 31, 2025**.

VI. WORKING DUES CHECK-OFF

Effective January 1, 2023, the amount of the WORKING DUES CHECK-OFF DEDUCTED FROM GROSS WAGES shall be **one and three quarters percent** (1.75%) of gross wages once each week through December 31, 2025**. (see Article VII Section 3)

****Note on Health and Welfare and Pension Trust Funds:**

Should additional monies be needed to maintain or improve benefits under the Health and Insurance Trust Fund and / or Pension Trust Fund, such monies may be deducted from the amount of the increases negotiated to be effective January 1, 2023, January 1, 2024, and January 1, 2025 providing that notice is given to the parties by the Trust Fund Trustees not less than 30 days prior to the effective dates listed herein.

SCHEDULE B - OPERATING ENGINEERS WORKING CONDITIONS

1. Owner-Operator: When equipment belonging to an owner-operator is used on any job, the operator of said equipment shall be on the payroll of the Contractor and come under all the terms and conditions of this Agreement, including Schedule "A", provided, however, this section shall be inoperative where such equipment is used for ten (10) consecutive working days or less.

2. Crews on power shovels, fifty, clamshells, whirleys, hammer heads, stiff-legs, derricks, mucking machines, trenching machines, backhoes with 360 degree swing, grade-alls, crawler cranes and truck cranes shall consist of an operator and oiler or fireman (assistant to operator), unless the Union and the Employer mutually agree in writing that an assistant engineer is not necessary, and when a man or men additional to the operator are required by the employer for operation, servicing, maintenance or repair on any equipment covered

by this agreement, such extra man or men shall be engineers or assistant engineers. 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 and other miscellaneous equipment in the immediate area and under the supervision of the operator.

On small cranes 25 ton and under, hydraulic backhoes and hydraulic shovels, an Oiler shall be optional. If a second man is needed, he shall be an Operating Engineer. He would perform the duties of grade checker, oiler or rigger as needed. The oiler shall be qualified to perform duties of grade checking duties in addition to his duties as an oiler. An 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 such cases, the oiler shall receive the Service Oiler rate of pay.

In special circumstances and other special conditions, size of crane or shovel crews 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, he shall be a man covered by this Agreement and shall be under the supervision of the operator at all times.

3. Actual time needed shall be allowed for firing up steam engines and boilers.

4. When employees who are qualified for overtime, service, receive signals or directions from a craft which is paid applicable premium pay for overtime, then such employees shall be paid the applicable premium pay for all overtime worked while servicing, receiving signals or directions from such craft.

5. Heavy duty repairmen shall furnish their own hand tools in good repair. The Contractor agrees to furnish all special tools when needed, such as pin presses, spanner wrenches, impact wrenches (air or electric), all pullers, box wrenches and sockets over 2 inch, 24 inch and larger pipe wrenches, and all tools and sockets requiring over 3/4 inch drive. The Contractor shall furnish a safe dry place for storage.

6. 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.

7. 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.

8. A. The operation, maintenance and servicing of all miscellaneous equipment, compressors, pumps, welding machines, tuggers, light plants, etc., is recognized as within the jurisdiction of the Operating Engineers Union. (Subject to a memorandum of understanding.)

B. Oilers, in addition to his duties as available, may be assigned to attend compressors, pumps, welding machines, etc.

C. A compressor operator, serviceman or mechanic shall be assigned to attend, service and maintain the compressors on a project where the total capacity of the compressors is 2,000 cubic feet per minute or more. This section does not apply to the routine starting and stopping of compressors on normal excavation jobs that include drilling and blasting. However, Operating Engineers will service and maintain this equipment.

D. When a group of compressors on energy related projects or other large projects are in one vicinity and whose combined capacity is 2,000 cubic feet per minute or more, a full-time compressor operator shall be assigned.

E. On small miscellaneous equipment, pumps, compressors, heaters, welding machines, light plants, tuggers, etc., that does not warrant a full-time Operating Engineer (to be mutually determined by Management and the Union) an Operating Engineer on the job shall be assigned the extra duties of starting, stopping, maintaining and servicing these machines. If additional manpower is needed, they shall be Operating Engineers.

9. Side curtains and fans shall be furnished to protect employees during appropriate periods of weather. Side curtains damaged willfully or by negligence shall be subject to replacement by employees concerned, fair wear and tear excepted. Adequate windshield, fenders, and/or splash boards will be provided on rubber-tired scrapers. A cab and heater will be required on motor patrols.

10. All employees required to operate or assist in operating asphalt plants, batch plants or mixing plants and crushers shall be employees covered by this Agreement. This rule will not apply to clean-up work and scalping.

11. When men are employed to move equipment between yards and/or job sites, they shall be paid eight (8) hours at the straight time hourly wage rate for each twenty-four (24) hour period away from their home base, in addition to meals and lodging expense.

12. There shall be no desire on the part of the Union to select Contractor's foreman. When, in the Contractor's opinion, the job or project is of sufficient size to require the services of a full-time foreman, such foreman shall be covered by the terms of this Agreement and shall be qualified to supervise such work as may come within the scope of the agreement. Foreman shall be permitted to operate equipment until the sixth (6th) piece of equipment is at the contractor's job site, then such foreman shall not be allowed to perform any work except in cases of emergencies, instructing new employees, or temporary absence of regular operators. Foreman shall be required on major dam projects. Mechanic foremen shall be handled under the same formula.

13. In the event the crane operator on any project believes that signals given to him by a signalman are dangerously beyond the capacity of the machine or are likely to endanger the lives of other workmen, he may refuse to obey such signals, provided he immediately contacts his supervisor and explains the circumstances.

14. All repairwork maintenance, erections and dismantling of equipment on job sites

operated by Operating Engineers shall be done by Operating Engineers covered by this Agreement. This section shall not prevent employees of equipment dealers from performing normal service, repair or specialty work on new or used equipment under the terms of a lease or factory warranty. Maintenance of contractors own equipment may be performed by dealer mechanics on a ratio of two dealer mechanics to one Operating Engineer mechanic.

15. No Operating Engineer shall be required nor permitted to use his own transportation or welder for job purposes.

Occasionally, under remote or unusual circumstances, the parties may mutually determine to waive this section, however, the employee will be fairly compensated for his transportation by separate check.

16. When Crusher Operator or Hot Plant Operator is in charge of plant, he shall be classed as a working foreman and shall receive one dollar (\$1.00) above the Group 6 rate.

17. **SPECIAL PROVISIONS COVERING SURVEY PARTIES:**

A. The provisions of this Agreement shall apply to those employees who are qualified employees of the Contractor customarily and regularly engaged in line and grade work and inspection work as a trade, profession or career.

B. The provisions of this Agreement shall in no way apply to line and grade work or inspection work outside the direct control of the Contractor or that work which is performed by a bona fide subcontractor.

C. The provisions of this Agreement shall in no way affect the Contractor's established practice of using executive, administrative or supervisory personnel in their occasional use of survey instruments, provided, that such practice does not result in the replacement of a regular employee.

D. In the event of conflict between this provision and other articles of this Agreement, this provision shall prevail.

18. **Registration Groups:**

Group I list is for members who have worked 500 or more hours in the past 12 months.

Group II list is for members who have worked at least 50 hours in the past 12 months.

Group III list is for members who have worked at least 1 hour or a Journeyman member of another local.

Group IV list is for applicants wanting to find work thru the Operating Engineers.

Any applicant or member who is returned by the Contractor 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.

Maintenance of Registration:

To remain on the registration list a member or applicant must renew their registration not later than ninety (90) days from the date of their last registration or re-registration.

Recall Rights:

Requests by an employer for a particular employee previously employed by the Contractor signatory to this Agreement 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 man's place on the registration list.