

SOUTHERN IDAHO MASTER LABOR AGREEMENT

January 1, 2026, through December 31, 2028

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SOUTHERN IDAHO MASTER LABOR AGREEMENT

PREAMBLE

This Agreement is entered into on this 1st day of January 2026, by and between WESTERN CONSTRUCTION, INC. hereinafter referred to as the Contractor, and the 5 BASIC CRAFTS and those unions signatory hereto, hereinafter referred to as the Union.

ARTICLE 1. RECOGNITION

The Union is recognized as the sole bargaining agent for all journeymen, helpers and apprentice operating engineers, teamsters and laborers employed by the Contractor in the traditional craft jurisdictions of Operating Engineers Local 302, Laborers Local 155, and Teamsters Locals 983 and 162; BUT EXCLUDING office clerical employees, professional employees, permanent shop employees, master mechanics, timekeepers, clerks, messengers, guards and supervisors, as defined in the Act.

ARTICLE 2. PURPOSE

SECTION 1. Purpose

The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to provide the public with improved services and a better quality of product and workmanship, to stabilize conditions in all construction work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Contractor and the Union to the mutual advantage of the parties and the public.

SECTION 2. Continuous Discussion

All parties to this Agreement, recognizing the need for continuous discussion and meeting for constant improvement and administration of this collective bargaining agreement, shall meet periodically and under special conditions to discuss any problems that arise and to attempt to arrive at solutions to the mutual interest of all parties to this Agreement, the industry, and the public in general.

ARTICLE 3. TERRITORY

SECTION 1. All Crafts Signatory to This Agreement

this Agreement shall cover all construction work in all the area lying within the boundaries within the state of Idaho, south of Parallel 46 which parallel is the extension of the Oregon-Washington state line eastward from the Idaho-Oregon state line on the west to the Idaho-Montana state line on the east.

SECTION 2. Teamster Territory

The territory of each Teamster local union is herein defined as follows:

Local No. 483: That portion of Idaho County south of an imaginary line drawn from the Snake River through the north city limits of Riggins, Idaho, east to the Lemhi County line; and the following counties: Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, Owyhee, Camas, Blaine, Gooding, Lincoln, Minidoka, Jerome, Twin Falls and Cassia.

Local No. 162: The following counties: Lemhi, Custer, Clark, Fremont, Jefferson, Madison, Teton, Butte, Bonneville, Bingham, Bannock, Caribou, Power, Oneida, Franklin and Bear Lake.

ARTICLE 4. WORK COVERED

SECTION 1. Work Covered

This Agreement shall cover the employment of the employees employed by the Contractor for the performance of all heavy, highway and building construction work within the territory described in Article 3. Work covered under this Agreement shall include and not be limited to the following:

All work arising from or connected with the construction of all roads, highways, streets, airports, railroads, monorails, bridges, overpasses, underpasses, sewers, drainage projects, sanitation projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, aqueducts, transmission lines including electric, telephone and television lines (both above and below ground), main pipelines including gas, oil, water and slurry, power generator projects including atomic, hydroelectric, and fuel fired, atomic energy development, missile sites and launching facilities, industrial construction, and commercial construction including modification thereof or addition thereto, as bid upon and awarded to the contractor.

SECTION 2. No Restrictions

There shall be no limitation as to the amount of work a man shall perform during his working day, nor shall there be any restriction of the use of machinery, tools or materials furnished by the Contractor, except as are declared by established state construction safety codes to be injurious to health or safety or by established working conditions attached hereto as said working conditions are generally and specifically qualified by this Agreement.

SECTION 3. Custom, Mining and Project Agreements

The provisions of this Agreement shall not apply to custom, mining or project agreement work. On such work the contractors and the unions agree to enter into negotiations for custom, mining or project agreements.

SECTION 4. Special Conditions

Both parties recognize that there may be extenuating circumstances when it will be to the mutual best interests 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.

ARTICLE 5. HOURS OF WORK-SHIFT-OVERTIME

SECTION 1. Hours Of Work and Shifts

Workday-Workweek: The workday for each employee shall be computed as that twenty-four (24) hour period beginning with the regular starting time of his shift and ending with the regular starting time of the same shift the following day. The workweek for each company shall be computed as seven (7) consecutive days, beginning with the start of the day shift on Sunday.

SECTION 2. Shifts Arrangements

For the purpose of this Article, a full shift period shall be considered the regularly scheduled hours of work for each shift, and all shifts shall be considered as part of the regular workday or workweek in which the first shift is started.

SECTION 3. Overtime

All work performed in excess of forty (40) hours in the workweek and all work performed in any one day over twelve (12) hours shall be paid at one and one-half times the straight time hourly wage rate.

SECTION 4. Shift Differential

When Employees covered by this Agreement work a shift that includes the hours of midnight (12am) to 1am, a differential of two dollars (\$2.00) will be added to their straight-time wage rate for all hour's work.

ARTICLE 6. HOLIDAYS

Holidays recognized under this Agreement shall be as follows:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the day following
Christmas Day

Should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and be observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the date of the holiday. No

work shall be performed on Labor Day except to save life or property or to protect public safety. Work on any of the holidays specified herein will be paid at double the regular straight time rate per hour.

ARTICLE 7. SCHEDULES A, B AND C

SECTION 1. Schedules A, B and C

The classifications of employees, wage rates, effective dates, health and welfare, pensions, training and other fringe benefits, and other considerations of employment, plus the identities of the various local unions to which this Agreement applies, shall be provided in the separate Schedules A, B and C attached hereto and made a part of this Agreement.

SECTION 2. Teamster Contributions

Western Construction, Inc. shall no longer make contributions to the Teamsters' vacation trust, and the hourly contributions made to such trust during the 2012 SIMLA will be added to the paychecks of the employees.

SECTION 3. Dues Deductions

The Contractors agree to deduct, upon receipt of a voluntary written authorization, funds from the earnings of each Employee, only as provided for in Schedule A of each craft, an amount certified by the union as the dues owed to the union by that Employee for work performed for the Contractor; provided that such agreement by the Contractor to deduct union dues is subject to termination by the Contractor at the beginning of each year upon mailing by the Contractor to the union by certified mail, return receipt requested, no later than 30 days before the end of the prior year, a written notice of termination. If such agreement to deduct union dues is terminated, it shall remain terminated for the remainder of this Agreement.

ARTICLE 8. HEALTH AND SAFETY

- A. The parties to this Agreement shall comply with all applicable provisions of state and federal, health, sanitation, and safety laws and regulations.
- B. Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided, or under conditions which are injurious to health.
- C. The Contractor agrees to notify the appropriate union if an employee suffers an injury or illness of a serious nature on the job.
- D. Pure drinking water and sanitary facilities, including toilets, shall be provided in convenient places on the job site. All safety and sanitary appliances shall be furnished by the Contractor without cost to the employees.
- E. Employee cooperation shall be required in Section B and D above.

- F. Access roads, haul roads and job sites shall be properly maintained to provide healthy and safe working conditions.

ARTICLE 9. MANPOWER EMPLOYMENT PROCEDURE

Both the Contractor and the Union parties to this Agreement understand and concur that the success of this manpower employment system depends on the close adherence of the parties to the procedures outlined herein. Therefore, it is mutually agreed that the registration, referral, hiring selection and training of workers shall be done precisely in the manner provided in this Agreement, except as may be outlined in Schedule B.

- A. Sections 4, 5, 6, 7, and 8 of this Article does not apply to IUOE local 302. However, they have been revised and are included in the IUOE 302 Hiring Hall rules in Schedule B. If there is a contradiction between this agreement and the IUOE 302 Hiring Hall rules in Schedule B, Schedule B shall prevail.

Each local union signatory to this Agreement shall maintain its own individual registration list as provided for in this Agreement. Each local union is specifically authorized to incorporate the registration list maintained under this Agreement with any other registration list maintained by the Union for construction work.

SECTION 1. Hiring of Workers

The Contractor shall hire qualified workers by calling the Union. Whenever the Contractor requires workers on any job, he shall notify the local union office either in writing, by telephone or in person, stating the name of the contractor, name of the job or project number, the location, time and place of reporting, the duration of employment, the specific type of work to be performed, the specific skills required, and the number of workmen required.

In the event that the referral facilities maintained by the Union are unable to fill the requisition of a Contractor, the Union and the Contractor will cooperate immediately to fill the needs of the Contractor for workmen.

SECTION 2. Registration Offices

The Union shall maintain offices to accept registration and re-registration of unemployed, qualified applicants seeking employment in the construction industry; to accept and process contractor requests for qualified workmen; to dispatch qualified workmen for employment; and to maintain records appropriate to the employment of qualified workmen in the construction industry.

SECTION 3. Registration and Dispatching Hours

Regular hours for registration, re-registration and dispatching shall be established and maintained by the Union and the Contractor shall be advised of these hours.

SECTION 4. Registration of Applicants

Qualified applicants for employment in the construction industry shall, when unemployed, register or re-register for employment at the appropriate local union hall maintained for this purpose.

At the time of registration, the applicant shall furnish registration data including, but not limited to, the applicant's name, address, telephone number, social security account number, work history, and description of special skills or special training.

The applicant shall agree to take appropriate tests and examinations that may be required to establish special skill capability or qualifications.

SECTION 5. Registration Groups

Registration or re-registration of qualified unemployed applicants for employment shall be accepted by the appropriate union at any time during established registration hours. All qualified applicants for Groups I through IV, as defined below, shall be registered and dispatched by the Union in the order of time and date of registration. Qualified applicants shall be registered as follows:

- A. Applicants who hold or attain credentials as journeymen and who have been employed by a contractor or contractors, party or parties to this Agreement in the area covered by this Agreement for an aggregate time of 500 hours or more during the two-year period immediately preceding the date of registration shall be registered on the appropriate registration list of Group I.
- B. Applicants who hold or attain credentials as journeymen and who have been employed by a contractor or contractors, party or parties to this Agreement in the area covered by this Agreement for an aggregate time of less than 500 hours, but 100 hours or more, shall be registered on the appropriate registration list of Group II.
- C. Applicants who hold or attain credentials as journeymen and who have been employed by a contractor or contractors, party or parties to this Agreement in the area covered by this Agreement for an aggregate time of less than 100 hours immediately preceding the date of registration shall be registered on the appropriate registration list of Group III.
- D. Applicants who hold or attain credentials as registered apprentices or registered trainees shall be registered as such on a separate appropriate registration list in Group IV until they obtain journeymen status.
- E. Apprentices and trainees shall be registered and dispatched in order of time and date of registration.

- F. Where applicable, health and welfare records of the craft shall be utilized to confirm an applicant's qualifications for registration in the groupings provided in this Agreement.

SECTION 6. Maintenance of Registration

- A. To remain on the registration list, an applicant for referral must renew his registration during each calendar month.
- B. Any worker who leaves employment in the construction industry to enter the military service and who, within ninety (90) days following separation from such active military service under honorable conditions, shall register for employment hereunder, shall be registered in the same group that he occupied at the time he entered military service.
- C. Any worker who is unable to work in the construction industry because of extended illness or injury and who notifies the parties hereto of such inability to work within a reasonable time after the occurrence of such illness or injury, supported by satisfactory medical proof of illness or injury and capabilities to resume work, shall be registered in the same group he occupied immediately prior to the illness or injury providing he registers within thirty (30) days of being released for work by his physician.

SECTION 7. Referral of Workers

- A. When the Union receives a request from a Contractor for a worker, the Union shall refer qualified and competent registrants from the registration list to the Contractor in sufficient number required by the Contractor in the manner and under the conditions specified in this Agreement.
- B. Registrants shall be available for employment by being present at the appropriate local union office or present at a location where he can be reached by telephone.
- C. The Union shall furnish each worker, upon being referred to a Contractor, with a numbered referral slip to be delivered to the Contractor or his authorized representative at the time of reporting for employment.

SECTION 8. Exceptions to Order of Referral

The referral procedure as contained herein shall be followed except:

- A. Requests by an employer for a particular man previously employed by a Contractor signatory to this Agreement within the geographical area of this Agreement and who has been laid off or terminated by the employer within two (2) years previous to the request shall be honored without regard to the requested man's place on the Group I Out of Work List.

- B. Requests by an individual contractor for a particular man whether a journeyman, apprentice or trainee no longer previously employed by that individual contractor in the geographical area of the local union who has been laid off or terminated by that Contractor within two years previous to the request shall be honored without regard to the requested man's place on the registration list.
- C. Bona fide requests by individual contractors for a worker with special training and abilities will be honored. In the event that more than one worker possesses such special training and ability, as determined by the contractor in equal measure, the dispatcher shall refer the worker without regard to the order in which their names appear on the registration list.

SECTION 9. Transfer of Employees

This manpower employment procedure shall not be interpreted in any manner to limit the Contractor's right to transfer his employees between his projects within the area covered by the terms of this Agreement; provided the Contractor notifies the local union in whose area the work is located prior to the start of the job.

SECTION 10. Rejection or Termination

- A. The Contractor retains the right to reject any worker referred by the Union. If the worker referred by the Union is rejected by the Contractor, the specific reason for rejection shall be stated in the space provided on the termination slip and the slip shall be returned to the Union within seventy-two (72) hours.
- B. When a worker ceases to be employed by the Contractor for any reason, the Contractor will complete a Termination Slip stating the specific reason for termination and the last day worked in the space provided and return the slip to the Union. The Contractor will give written notice to the Union within ten (10) calendar days after termination of a worker who is not wanted for rehire.

ARTICLE 10. SETTLEMENT OF DISPUTES

In the event that a grievance or dispute (other than a jurisdictional dispute) arises involving the application or interpretation of the terms of this Agreement, parties agree to follow the procedural steps outlined below.

Step 1: The aggrieved party (employee, union representative or contractor) shall present the grievance in writing to the appropriate representative of the other party at the job site within ten (10) days from the date of the grievance or the date the violation comes to the knowledge of the aggrieved party.

Step 2: If no settlement is reached under Step 1 above within five (5) days of the presentation of the written grievance to the appropriate representative of the other party at the job site, then the grievance shall be presented in writing to the

Contractor's authorized representative at the Contractor's main office or to the local union office, as appropriate, no later than ten (10) days from the date the written grievance was originally presented to the other party's representative at the job site.

Step 3: If no settlement is reached under Step 2 above, the grievance shall be presented in writing by the aggrieved party to the authorized representative of the Contractor and the authorized representative of the Union. The written notice shall be prepared by the aggrieved party and served on the other party in person or by regular mail. Such notice shall state the issue in dispute and shall specify that article or articles of the agreement involved. If the grievance is neither heard nor settled in this step within forty-eight (48) hours (Monday through Friday) after receipt of such written notice, either party may then request that the dispute be submitted to arbitration.

Step 4: The arbitrator shall be selected from a list obtained from the American Arbitration Association. The Contractor and the Union shall alternately strike one name at a time from the list, with the last remaining name serving as the arbitrator. The striking of names will begin with the toss of a coin.

Any expense incurred by the arbitrator excluding attorney fees shall be borne equally by the parties. The arbitration will be conducted in accordance with the American Arbitration rules for labor arbitrations.

The arbitrator is empowered to hear and decide disputes growing out of the interpretation and application of this Agreement. He shall not engage in negotiations for changes or amendments to this Agreement. The decision of the arbitrator shall be final and binding on the parties and shall be rendered within ten (10) working days of the hearing.

The time limits stated in this Article may be extended by mutual consent.

ARTICLE 11. NO STRIKE-NO LOCKOUT

It is mutually agreed that there shall be no strike authorized by the Union and no lockout authorized by the employer, except for the refusal of either party to submit to or abide by the grievance procedure set forth herein.

No picket line including informational pickets at or around the company's place of business or job site, established by any other person or organization shall be sanctioned or honored during the term of this Agreement.

The Union agrees that as part of the consideration of this Agreement they will, within twenty-four (24) hours, take steps to end any unauthorized work stoppages, strikes, slowdowns or suspensions of work, and shall notify their members by any media normally used by the Unions of such violation of this Agreement, instructing their members to work

immediately. The Union agrees that they will not assist employees participating in such unauthorized work stoppages, strikes, slowdowns or suspensions of work against whatever disciplinary action the company may take.

This provision does not prevent the Union from utilizing the grievance procedure on behalf of an employee who claims that he, in fact, did not participate in such actions.

For the purpose of this section, the term "strike" shall include a cessation or stoppage of work, slow down, sit-in, and picketing of the employer's premises.

ARTICLE 12. JURISDICTIONAL DISPUTES

The Contractor shall make work assignments on the basis of area practice and decisions or current agreement of record between Unions signatory hereto. If any dispute arises between any Unions signatory hereto as to jurisdiction of work, the contesting Unions shall then meet and attempt to resolve their differences. If they are unable to do so, the matter shall be referred to their respective international unions. If the Contractor is advised that an agreement has been reached by the Unions, a dispute no longer shall be considered to exist and the work will proceed from that point on as agreed to by the Unions. If the Unions do not reach agreement, the Contractor's assignment shall continue in effect and work shall proceed without interruption or delay.

ARTICLE 13. REPORTING PAY

SECTION 1. Original Call

A Worker who reports for work on Original Call at the time and place specified by the Contractor and who is ready to go to work and is not put to work shall be paid Reporting Pay of four (4) hours at the applicable straight time rate unless notified by the Contractor not to report to work or unless the worker has agreed at the time of dispatch to accept less than a full shift of employment on the day of reporting, in which case he shall be paid for actual hours of work performed.

An applicant or worker who provides false information or who misrepresents his qualifications at the time of registration and thereby secures employment shall not be entitled to reporting pay and shall be paid only for actual time worked.

SECTION 2. Show-Up Pay

When an employee has become established on the job and reports for work at the time and place specified by the Contractor and is not put to work or works less than two (2) hours, he shall be paid for two (2) hours at the applicable rate. If the employee works more than two (2) hours he shall be paid for the time actually worked at the applicable rate.

- A. It is the intent of this section that an employee who shows up for work shall be paid for at least two (2) hours except when he has been notified, at the Contractor's expense, not to report to work. When proper notice is given and the employee reports, he shall not be entitled to Reporting Pay.
- B. The parties hereto agree that payment to a workman or employee for any portion of a shift not worked is not compensation for work performed, but only reimbursement for the inconvenience of reporting.

If a project cannot be started due to inclement weather, there is no show-up time to be paid. If a project is started, but must be stopped because of inclement weather, the employee will be paid for actual time worked.

SECTION 3. No Call, No Show

Any employee who is absent for one (1) working day without notifying the employer may be terminated.

ARTICLE 14. EMERGENCY WORK ASSIGNMENT

The Contractor shall be allowed to employ without regard to craft, jurisdiction or union affiliation, any of his employees competent to fill vacancies caused by injury, sickness, or other unavoidable absence of employees beyond the control of the Contractor in order to carry the day's work to completion.

In such cases, wage rates shall be recognized as applying to the classification rather than to the man and any employee performing such work shall be paid at the rate for the classification of the work he is required to do; provided that no employee shall be paid a lower rate than that of the classification under which he was working immediately prior to the temporary assignment. In order that an employee shall not lose any benefit rights, a contribution shall be made on his behalf into the trust funds of the craft of his affiliation during the period of such emergency work.

ARTICLE 15. PAY DAY

SECTION 1. Pay Day

Pay day shall be once a week as established by the Contractor by the end of the employee's regular shift, unless pay is by another mutually agreeable arrangement.

SECTION 2. Layoff/Discharge Pay

An employee who is laid off or discharged shall be paid in full as provided in the Idaho Code, provided that his pay shall be mailed to him at the end of the next workday if it is not picked up by him in person at the Contractor's pay office prior to that time.

SECTION 3. Errors in Pay

It shall be the responsibility of the employee to promptly notify his immediate supervisor of any alleged discrepancy in his paycheck. Any error in pay more than one hundred fifty dollars (\$150) gross paycheck will be corrected within four (4) business days of notification to the Supervisor. If the error has not been corrected after four (4) business days, the employee shall be entitled to two (2) hours of straight time pay for all days (including the four (4) waiting days) until the employee is paid in full including Saturdays and Sundays. Business days are defined as Monday through Friday and excluding holidays.

ARTICLE 16. JOB VISITS BY UNION REPRESENTATIVES

The authorized business representative of the Union shall be allowed to visit the job at any time during working hours. The Contractor will cooperate with the Union representatives to secure clearance or pass to government projects when and where required. The business representative of the Union agrees that he will not interfere with the progress of work on the job.

ARTICLE 17. JOB STEWARDS

The Contractor recognizes that the Union has a right to appoint job stewards with written notice of the appointment to the Contractor. The steward shall not interfere with the duties of the other workers in the performance of their duties.

ARTICLE 18. GENERAL WORKING CONDITIONS

The general working conditions in this Article shall apply uniformly and equally to the Unions. Specific working conditions of each craft are provided in Schedules B attached.

- A. Where private cars must be parked in a designated parking area or are prohibited from entering the work area of a project, a man haul shall be discussed and where deemed necessary, provided.
- B. Special clothing or equipment when deemed necessary, shall be furnished by the Contractor to the employee, including approved safety hats, rubber pants or equal, rubber boots, life jackets, rubber gloves and raincoats where required, except that employees will be expected to provide raincoats for inclement weather. The employee may be charged for special clothing or equipment issued to him that is not returned to the Contractor. The employee shall not be charged for normal wear and tear or for loss which occurs on the job and is beyond his control.

- C. Employees shall not be required to furnish their own transportation for job purposes without compensation; provided that employees are expected to provide without compensation their own transportation to and from the reporting locations designated by the Contractor's authorized representative.
- D. When an employee receives orders from more than one supervisor, that employee should ask for clarification if the orders are conflicting. The supervisors should then clarify the conflicting orders and issue a new order to the employee. The employee who follows an order of his supervisor will not be subject to discipline for following that order.
- E. When an employee is assigned to work at more than one classification during one half of the shift, he shall be paid at the wage rate for the highest classification worked during the one-half shift. If the worker is unable to perform the work, he will be issued a reduction in-force slip.
- F. A craft representative may periodically request and shall be furnished with a list of employees of his craft who are working for the employer.
- G. In the event that new equipment is put into use or work not covered by an existing classification is being performed, or a question of clarification of an existing classification arises, then the parties shall meet as soon as possible to consider adequate amendments for inclusion in the appropriate Schedule A.
- H. When an employee is left stranded from his transportation, his pay will continue to the nearest thirty (30) minutes until he returns to his place of starting work or his transportation.
- I. The Contractor may discharge any employee for just cause, provided there shall be no discrimination on the part of the Contractor against the employee for Union activities, and no employee shall be fired for refusing to cross a picket line sanctioned by the Union.
- J. The Contractor may utilize no more than four (4) employees on any project to perform unlimited duties under any of the craft designations of this Agreement.

**ARTICLE 19.
LUNCH PERIOD**

On an eight (8) hour shift, an employee shall not be required to work for more than four (4) consecutive hours, and on a ten (10) hour shift, to work more than five (5) consecutive hours, without being granted his regular time off to eat, or a reasonable time in which to eat. If thirty (30) minutes is not offered in which to eat, an employee's time shall be paid continuously.

ARTICLE 20. ZONED PAY

SECTION 1. Three Zones

There shall be three zones measured from the cities Boise, Twin Falls, Pocatello and Idaho Falls, for pay purposes relating to travel and lodging which are described as follows:

Zone 1. That area within thirty (30) miles of the U.S. Post Offices identified in SECTION 2 below shall be considered a free zone without any premium paid.

Zone 2. That area more than thirty (30) miles and up to sixty (60) miles from all the U.S. Post Offices identified in SECTION 2 below shall require a premium to be paid of forty dollars (\$40.00); so long as the employee has worked at least one-half (1/2) shift during the day per diem is to be paid.

Zone 3. That area more than sixty (60) miles from all the U.S. Post offices identified in SECTION 2 below shall require a premium to be paid of fifty dollars (\$50.00); so long as the employee has worked at least one-half (1/2) shift during the day per diem is to be paid.

If a project is located in more than one zone, the lower per diem shall apply.

SECTION 2. Zone Areas Defined

The zones shall be measured from the U.S. Post Offices of the various cities located as follows: Boise, (304 N. 8th Street); Twin Falls, (253 2nd Ave. West); Pocatello, (Clark St.); and Idaho Falls, (875 North Capital Ave.).

An official map of the zones identified in this Agreement shall be prepared by an independent mapping service and shall be attached to this Agreement and kept on file in the offices of the Unions and the Contractors signatory hereto.

ARTICLE 21. CARRY OVER CLAUSE

There shall be a twenty-four (24) month carryover of workers' wages and pension benefits from the date of the notice to proceed, as set forth in the owner's project contract document. That is the wages and pension benefits as set forth in the owner's contract documents which were in effect at the time the job was bid shall remain the same for a twenty-four (24) month period or the duration of the job, whichever is less.

During the twenty-four (24) month period, the employer will cover the health and welfare increases in accordance with the Schedule A, but not to exceed five- and one-half percent (5.5%) increase annually.

In the event there is a need for an additional increase in health and welfare or pension plan payments during the course of the carryover period, those increases may be made at the option of the particular union affected, but if those increases are made, the wages of the affected employees shall be reduced to the extent the Contractor payments into health and welfare and pension plans are increased. The union that opts to have such increase made shall notify the Contractors in writing of its option to do so.

At the end of the job, or at the end of the twenty-four (24) month period, the worker shall receive the new wage rate on any subsequent work. The new wage rate will reflect any increases that went into effect during the twenty-four (24) month period.

If the Contractor has a contract that provides for the owner to reimburse the Contractor for wage increases, then the Contractor shall pass these increases on to the workers.

ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY

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 race, color, religion, sex, age, national origin or physical handicap.

The parties hereto recognize that contractor compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties of this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve to ensure compliance with project specifications as they relate to recruiting, training and hiring.

ARTICLE 23. SAVINGS CLAUSE

The parties hereto agree that to the best of their knowledge, this Agreement does not contain any article, section or other provision that is in conflict with any existing state or federal law or regulation.

If during the life of this Agreement, any article, section or other provision is declared to be in conflict with any existing or subsequently enacted state or federal law, or regulation or by the decree of a court of competent jurisdiction, the remaining articles, sections and other provisions of this Agreement shall remain in full force and effect.

The parties hereto agree to meet without delay to negotiate in good faith to resolve any such conflicts.

**ARTICLE 24.
WARRANTY OF AUTHORITY**

This Agreement shall become effective when signed by the duly constituted representative of the Contractor and the duly constituted representative of the Union.

**ARTICLE 25.
SUBCONTRACTORS**

SECTION 1. Subcontractor Defined

A subcontractor is any person, firm or corporation who takes over or performs any portion of the construction, alteration, painting or repair of a building, structure, or other work on the job site for a signatory Contractor.

SECTION 2. Subcontracting Work

Where one or more members of the three craft unions are employed by a signatory Contractor in its work site, the Contractor shall not, except as set forth in Section 4 of this Article, subcontract any portion of its work, as defined in Section 1 above, to any subcontractor who is not or does not become a party to this collective bargaining agreement; provided this restriction shall only be operative during those periods where one or more members of the Unions are so employed, and providing the Contractor signatory to this Agreement does not subcontract all or part of any work which has normally been performed by the Unions signatory to this five craft agreement.

SECTION 3. Violation of Law

The parties do not intend, by including Sections 1 and 2 above in their agreement, to violate any state or federal law. Rather, it is the sole intention of the parties to limit to the extent permissible under Section 8(e) of the National Labor Relations Act those occasions where members of the unions may be forced to work beside or in conjunction with persons who are not union members.

SECTION 4. No Reasonable Quote

In the event a signatory Contractor advertises for 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.

**ARTICLE 26.
UNION SECURITY**

The union having qualified as required by the National Labor Relations Act of 1947, as amended, the following provisions shall be effective:

- A. The Contractor recognizes the Union as the sole and exclusive collective bargaining representative of employees over whom the Union has jurisdiction

subject to rights of employees prescribed in the National Labor Relations Act as amended.

- B. The employee shall become a member and remain a member in good standing of the Union having jurisdiction as a condition of employment from and after the eighth day following the date of his employment, or the effective date of this Agreement, whichever is later.
- C. Any employee who fails to pay or tender normal initiation fees or dues as required by the Union shall, upon the request of the Union to the Contractor in writing, be terminated immediately.
- D. Effective June 1, 1989, Sections B and C of this Article are of no effect through the application of the Idaho Right-to-Work law, Idaho Code, Section 44-2001 et seq. Should this law be repealed, or should it be rendered invalid by a court of competent jurisdiction, Sections B and C shall be reinstated upon written request by the Unions who are parties of this Agreement.

ARTICLE 27. COMPANY RULES

The union recognizes the right of the contractor to establish such reasonable rules as it may deem necessary provided such rules are not in conflict with the terms of this Agreement. A copy of these rules, reduced to writing, shall be given to each employee and the union.

ARTICLE 28. GENDER NEUTRAL PRONOUNS

The use of masculine pronouns in this Agreement is for convenience only. Any reference to the masculine is deemed to include the feminine.

ARTICLE 29. BENEFIT CONTRIBUTIONS

The Unions shall determine what portion, if any, of the wage increases shall be made to the health and welfare and/or pension funds, unless otherwise agreed by the parties.

ARTICLE 30. EFFECTIVE DATE AND DURATION

SECTION 1. Term

It is mutually agreed by the parties that this Agreement shall be in full force and in effect from January 1, 2026, to December 31, 2028.

SECTION 2. Modify, Amend, or Terminate

Either 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 prior to the expiration date of the agreement set forth above.

SECTION 3. Notice

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.

**ARTICLE 31.
NO FURTHER AGREEMENTS**

The Contractors shall not be required to execute any documents other than this Agreement without their express agreement to do so.

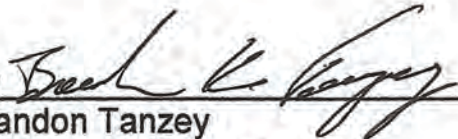
DATED this 1st day of January, 2025.

**UNIONS' BARGAINING
REPRESENTATIVE**

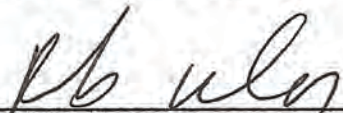
CONTRACTORS

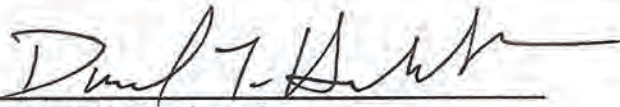
5 Basic Crafts


Western Construction, Inc.

By 
Brandon Tanzey
IUOE Local 302 and
President of 5 Basic Crafts

By 
Steven C. Heaton
President


Robert Nelson
Teamsters Local 983

~~DARREL~~ 
Darrel Hardenbrook
Teamsters Local-483-162 (483 MERGED INTO 162)


David Dillon
Laborers Local 155

SCHEDULE A – IUOE Local 302

SECTION 1. Classifications, Wage Rates and Effective Dates

ZONE CENTERS: Boise, Twin Falls, Pocatello and Idaho Falls (See Zone Map)

Zone 1	0 – 30 miles	Free Zone
Zone 2	30-60 miles	40.00/per day
Zone 3	over 60 miles	50.00/per day

GROUP 1

A-Frame Truck/Hydra lift - 10 tons and under
Assistant Engineer
Blower Operator: cement, dry bulk and similar
Broom
Compressor
Concrete Finish Machine
Concrete Saw
Cranes, A-Frame: 10 tons and under
Drill Helper
Elevator: permanent, used for material handling and/or personnel
Forklift: under 3000lbs
Grade Checker/Stake Hop: no GPS
Heater Tender
Hydralift/Boom Truck: 10 tons and under
Mechanic Helper or Welder Helper
Oil Distributors, Blower Distribution & Mulch Seeding Operator
Oiler: Crane, Drill or single piece of equipment
Posthole digger
Pumpman
Remote Demolition Equipment: Brokk and similar
Rigger, Signalman, or Bellman: not certified
Shotcrete/Gunite Equipment
Spray Curing Machine
Tractor: farm type using attachments, tires or track

GROUP 2

Boring Machines: earth or rock
Chip Spreader Machine: self-propelled
Crane: A-frame over 10 tons
Crane: through 19 tons including all attachments (spider, mobile, overhead, and bridge)
Drills: Churn, Core, Calyx, Rotary or Diamond
Elevated Loader: bucket/belt, elevator conveyors
Elevator: temporary, used for material handling and/or personnel (air tugger, strato)
Excavators: all attachments, up to 15 metric tons
Forklift: 3000lbs and over, all attachments
Front-End Loaders and Similar: up to and including 4 yds; rubber-tired and track
Hoist: tower hoist, personnel, or material handler
Horizontal/Directional Drill Locator

Hydra Lift/Boom Trucks: over 10 tons
Pavement Breaker: truck mounted or self-propelled
Pump Crete/Grout Pump: mounted or trailer type; high pressure
Rodman
Roller/Compactor: self-propelled; all types except asphalt but including seal and chip coating
Rotomill Groundman
Scrapers: concrete & carry all
Skid Steer with all attachments tires or track
Tower Bucket Elevator
Tractor: rubber tired; all attachments (Backhoe, drag box, and similar)
Trenching Machine: chain type
Truck Mounted Conveyor

GROUP 3

Asphalt Paver: self-propelled
Asphalt Roller: breakdown, intermediate, and finish
Asphalt Transfer Machine: (Roadtec, Blawnox or shuttle-buggy)
Barrier Machine: zipper
Blade Operator (motor patrol): no GPS
Bump Cutter/Grinder
Concrete Paver: including slipform and similar
Concrete Pump Boom Truck: over 42M
Crane: overhead, bridge type; 20 tons through 44 tons
Crane: Truck Crane Oiler/Driver; 100 tons and over
Crane: 20 tons through 49 ton, including all attachments
Derrick Operator
Dozer all attachments: no GPS
Drilling Equipment: bit under 8 inches
Drilling Equipment: horizontal/directional drilling operator
Excavators, Power Shovels, and Draglines: Including all attachments, 16 to 59 metric ton
Front End Loaders and similar machines: over 4 yds to and including 7 yds
Generator Plant Operator
GPS Grade Checker
Hydraulic Platform Trailer: (SPMT, Goldhofer, or similar)
Instrument Man
Mucking Machine, Tunnel Drill, Boring, Road Header and/or Shield
Off Road Trucks
Piledriver
Plant Oiler: asphalt, concrete, crusher, wash plant, and similar
Plant Operator: asphalt, concrete, crusher, wash plant, and similar
Post Hole Auger or Punch Operator
Pulverizer Operator
Robotics/Remote Controlled Operator
Rotomill Operator
Scrapers: single scraper unit
Screed Operator
Service Oiler/Maintenance Mechanic
Skidder
Sub Grade Trimmer
Trencher Machine: wheel or bucket
Vac-truck/ Super-sucker/ Vactor operator: truck or trailer including Hydro-excavating

GROUP 4

Cranes: 50 tons though 99 tons, under 150' of boom (including jib with attachments)
Cranes: Overhead, bridge type. 45 tons through 99 tons
Dozers or Blade (Motor Patrol): GPS/Laser or similar, and finishing to final grade
Dredges
Drilling Equipment: bit 8 inches and over (Robbins Reverse Circulation & similar)
Excavators, Power Shovels & Draglines: including all attachments, 60 metric tons and over
Front-End Loaders & similar machines: over 7 yds
Party Chief
Quad type Tractors with all attachments
Scraper: with multiple scraper units
Welder: not certified

GROUP 5

Crane: 100 tons through 199 tons, or 150' of boom (including jib with attachments)
Crane: overhead, bridge type; 100 tons and over
Heavy Duty Mechanic
Tower Crane: up to 175' in height base to boom
Welder: Certified

GROUP 6

Chief of Parties
Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments.
Cranes: friction cranes through 199 tons
Leverman
Tower Crane: over 175' through 250' in height, base to boom
Vertical Drill Operator

GROUP 7

Cranes: 300 tons and over or 300' of boom including jib with attachments.
Cranes Friction: 200 tons and over
Tower Cranes: over 250' in height from base to boom.

FOREMAN

Foreman: One dollar (\$1.00) per hour over scale.
General Foreman: Two dollars (\$2.00) per hour over scale.

NOTE 1: All equipment will be classified in accordance with their respective manufacturers' rated capacity. The rates of pay for all tandem scrapers and/or scraper trailer will be paid in accordance with the total yardage thereof.

NOTE 2: Wage scales for operators of equipment operated not listed herein shall be negotiated at the time such equipment is to be operated. The SIMLA agreement Schedule A Classifications Effective January 1, 2023, through December 31, 2025, shall be used for reference.

NOTE 3: For zone 2 & 3 rates add \$40.00 and \$50.00/per day (See Zone Map)

NOTE 4: Annual increase percentage is figured on Group #3 IUOE Total Package. Wage rates will be based off Group 3 wage rate as follows: Group 1: .96%, Group 2: .98%, Group 3: 100%, Group 4: 1.02%, Group 5: 1.04%, Group 6: 1.06%, Group 7 1.08%; rounded to the nearest \$0.01.

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a designated hazardous waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific Hazardous Waste Project Site Safety Plan. (The level of protection shall be defined in CFR 1910.120., Schedule B.)

CLASSIFICATION/HAZARDOUS WASTE GROUP NUMBER:

- H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing or Level “D” equipment.
- H-1 Class “D” Suit – Base wage rate plus \$0.50 per hour.
- H-2 Class “C” Suit – Base wage rate plus \$1.00 per hour.
- H-3 Class “B” Suit – Base wage rate plus \$1.50 per hour.
- H-4 Class “A” Suit – Base wage rate plus \$2.00 per hour.

JOURNEYMEN			
Group	1/1/2026	1/1/2027	1/1/2028
1	\$37.12	\$38.56	\$40.09
2	\$37.90	\$39.37	\$40.92
3	\$38.67	\$40.17	\$41.76
4	\$39.44	\$40.97	\$42.60
5	\$40.22	\$41.78	\$43.43
6	\$40.99	\$42.58	\$44.27
7	\$41.76	\$43.38	\$45.10
Foreman	Scale + \$1.00		
General Foreman	Scale + \$2.00		

APPRENTICE WAGES			
Group	1/1/2026	1/1/2027	1/1/2028
65%	\$25.14	\$26.11	\$27.14
70%	\$27.07	\$28.12	\$29.23
75%	\$29.00	\$30.13	\$31.32
80%	\$30.94	\$32.14	\$33.41
90%	\$34.80	\$36.15	\$37.58
95%	\$36.74	\$38.16	\$39.67

NOTE: IUOE Apprentice wage based on a percentage of Group 3 wages, zone 1.

DEDUCTIONS FROM WAGES			
	1/1/2026	1/1/2027	1/1/2028
Dues Check-Off	1.75% GW	1.75% GW	1.75% GW
Union Programs	\$0.05	\$0.05	\$0.05

FRINGE BENEFITS			
	1/1/2026	1/1/2027	1/1/2028
Health & Security	\$9.50	\$9.85	\$10.20
Pension	\$7.70	\$8.10	\$8.50
Apprenticeship Training/Retraining	\$0.35	\$0.35	\$0.35
National Training	\$0.05	\$0.05	\$0.05

SECTION 2. Health & Security Provision

Effective January 1, 2026, the amount of the Employer contribution shall be nine dollars and fifty cents (\$9.50) per compensable hour through December 31, 2026.

Effective January 1, 2027, the amount of the Employer contribution shall be nine dollars and eighty-five cents (\$9.85) per compensable hour through December 31, 2027.

Effective January 1, 2028, the amount of the Employer contribution shall be ten dollars and twenty cents (\$10.20) per compensable hour through December 31, 2028.

In addition to the wage rates listed in SCHEDULE A, the Employer shall pay the Health and Security fringe benefit rates listed in SCHEDULE A for all compensable hours worked 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 August 4, 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 3. Pension Trust Fund

Effective January 1, 2026, the amount of the Employer contribution shall be seven dollars and seventy cents (\$7.70) per compensable hour through December 31, 2026.

Effective January 1, 2027, the amount of the Employer contribution shall be eight dollars and ten cents (\$8.10) per compensable hour through December 31, 2027.

Effective January 1, 2028, the amount of the Employer contribution shall be eight dollars and fifty cents (\$8.50) per compensable hour through December 31, 2028.

In addition to the wage rates listed in SCHEDULE A, the Employer shall pay the Pension fringe benefit rates listed in SCHEDULE A for all compensable hours worked for all employees covered by this Agreement to the Locals 302 and 612, of the International Operating Engineers Employers Construction Industry Retirement Fund. As of the January 1, 2026 merger of Idaho Operating Engineers – Employers Pension Plan into the Locals 302 and 612, of the International Operating Engineers Employers Construction Industry Retirement Fund. All contribution payments made under this agreement shall be made monthly on or before the 15th of the month following in which the hours were worked, in accordance with the governing Trust Agreement. On and after January 1, 2026, the governing Trust Agreement is the *Revised Trust Agreement of the Locals 302 and 612, of the International Operating Engineers Employers Construction Industry Retirement 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 4. Operating Engineers/Employers Joint Apprenticeship and Training Trust Fund

Effective January 1, 2026, 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, 2028.

- 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. 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. All contribution payments made under this agreement shall be made monthly on or before the 15th 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 signatories 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.

C. Apprentice rules:

1. Apprentices shall be paid the following rates of wages based on a percentage of Group 3:

1 st	1000 hours	65%
2 nd	1000 hours	70%
3 rd	1000 hours	75%
4 th	1000 hours	80%
5 th	1000 hours	90%
6 th	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 one (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 B.

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 a journey level operator by the local Union for a period of two (2) years after cancellation

SECTION 5. Operating Engineers – National Training Fund

Effective January 1, 2026, the amount of the Contractor contribution shall be five cents (\$0.05) per compensable hour through December 31, 2028.

It is agreed that all Individual 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. All contribution payments made under this agreement shall be made monthly on or before the 15th of the month following the month in which the hours were worked to the National Training Fund in the manner as set forth in the trust agreement of the said trust fund.

SECTION 6. Union Programs

Effective January 1, 2026, the amount of the *EMPLOYEE CONTRIBUTION DEDUCTED FROM NET WAGES* shall be five cents (\$.05) per compensable hour through December 31, 2028.

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 Schedule A for each compensable hour worked and remit same to the IUOE Local 302 & 612 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 the Agreement.

SECTION 7. Working Dues Check-Off

Effective January 1, 2026, 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, 2028.

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 one and three quarter percent (1.75%) 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 98124-1203. The working dues which are deducted shall be made monthly on or before the 15th of the month following the month in which the hours were deducted. The working dues shall be remitted to the Local that retains the jurisdiction for the project as specified in the Agreement.

SECTION 8. Fringe Option

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 of each year 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.

SECTION 9. Trust Information

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 10. Reciprocity Agreement

If Local 302 enters into a reciprocity agreement with a sister local outside the jurisdiction of the 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 sister local trust funds on behalf of its key employees. In the event the total contributions under this Agreement are higher than the total applicable sister Local contribution rate, the difference shall be paid to the employee as a part of his/her wages.

SCHEDULE B – IUOE Local 302 WORKING CONDITIONS

- A. 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.
- B. 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 (no-GPS), 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 determined 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.

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

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.)
 - a. Oilers, in addition to his duties as available, may be assigned to attend compressors, pumps, welding machines, etc.
 - b. 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.
 - c. 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.
 - d. 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.

- I. 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, 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.
- J. 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.
- K. When men are employed to move equipment between yards and/or job sites, they shall be paid a minimum of 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.
- L. 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.
- M. 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.
- N. All repair work 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.
- O. 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.

- P. 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 3 rate.
- Q. Special provisions covering survey parties:
1. 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.
 2. 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.
 3. 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.
 4. In the event of conflict between this provision and other articles of this Agreement, this provision shall prevail.

SCHEDULE B – IUOE Local 302 HIRING HALL PROCEDURES

SECTION 1. Qualified Operating Engineers

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.

Bona fide: Factual or real

Employer Association: A group of Employer representatives.

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. Union Notification

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. Group Listings

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/registrant'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 – 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 – 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 – 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 – 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

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. Referring Registrants

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.
 - a) 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.
 - b) 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 their employment terminates, they shall be required to register at the bottom of the appropriate group list on which they are entitled to register.

3. A registrant may refuse to be referred to employment two (2) times without prejudicing his position on the appropriate group list on which he 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.
4. 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 excepted), 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.
5. 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 bona fide 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

requested person's place on the out-of-work lists, provided the said individual occupies the status of a college student 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 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. Selection of Applications

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. Membership

- 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 cause, 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.
- c) Effective June 1, 1989, Sections A and B of this Section 8. are of no effect through the application of the Idaho Right-to-Work law, Idaho Code, Section 44-2001 et seq. Should this law be repealed, or should it be rendered invalid by a court of competent jurisdiction, Sections 2 and 3 shall be reinstated upon written request by the Unions who are parties of this Agreement.

SECTION 9. Joint Hiring Committee

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. Opener

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. Termination Slips

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. Certified Evaluation

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. Freezing Group Status

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 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. Active Duty

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 A – LABORERS LOCAL 155

SECTION 1. Classifications, Wage Rates & Effective Dates:

ZONE CENTERS: Boise, Twin Falls, Pocatello and Idaho Falls (See Zone Map)

Zone 1:	0-30 MILES	FREE ZONE
Zone 2:	30-60 MILES	\$40.00/PER DAY
Zone 3:	OVER 60 MILES	\$50.00/PER DAY

GROUP 1:	2026	2027	2028
	\$35.31	\$36.81	\$38.65

Including General Laborers and the following:

- Applicator (including Pot Power Tender for same) applying protective Material by hand or nozzle on utility lines or storage tanks on a project
- Asphalt Laborer
- Asphalt Plant Laborers
- Asphalt Spreaders
- Assistant and Tender to other Crafts
- Batch Weighman
- Broomers
- Brush Burners and Cutters
- Brush Cutters (Power Saw)
- Burners
- Carpenter Tender
- Crusher Feeder
- Change-House Man or Dry Shack Man
- Chipper Operator (Vermeer or Similar types)
- Choker Setter
- Choker Splicer
- Clean-up Laborers (General and Site)
- Clearing and Grading
- Compressor small (under 1,250 CFM)
- Cribbing and Shoring (in open ditches)
- Crusher Tender
- Demolition and Wrecking Charred Materials
- Demolition, Wrecking and Moving Laborers (including selective demolition)
- Demolition-Salvage Landscaper
- Dewatering (including operation of portable pumps, Squeegee, Vacuums)
- Doping and Wrapping Pipe
- Drill Helpers
- Dump man (for Grading Crew)
- Dumpers – Road Oiling Crew
- Fence Builders
- Fine Graders

- Form Stripper (not Swinging Stages) or stockpiling if no longer using (including cleaning and preparation)
- General Laborers
- Guard Rail, Median Rail, Barriers, Cable Barrier, Impact Attenuators, Reference Posts, Guideposts, Right-of-Way Markers
- Guniting Nozzle Man Tender
- Guniting or Sand Blast Pot Tender
- Handlers or Mixers of All Materials of an irritating nature (including cement and lime)
- Hazmat Worker (all groups)
- Heater Tender
- Hopper Tender
- Leverman or Aggregate Spreader (Flaherty and similar types)
- Leverman-manual or mechanical
- Loading Spotters
- Machinery & Parts Cleaner
- Material Yard Man (including Electrical and laydown yards)
- Pavers (Dry)
- Post hole Digger, Air, Gas or Electric
- Powderman Helper
- Precast Concrete Setter (assist in Placement)
- Pressure Washing
- Retaining Wall Installer (Dry Stack)
- Ribbon Setter (including Steel Forms)
- Ribbon Setter, Head
- Rip Rap Man (hand placed)
- Rip Rap Man (Head), Hand Placed including Gabion Basket
- Road Pump Tender
- Roof Removal
- Sand Blasting (Wet)
- Scaffold Tender
- Scissor and Manlift
- Self-Propelled Concrete Buggy
- Sewer Laborer
- Sign Erector (all types of faces and supporting structures)
- Signalman
- Skipman
- Slopers
- Solar Worker
- Spray Man
- Spreader and Weighman
- Stake Jumper
- Stock Piler
- Structural Laborer
- Tampers
- TMA Driver
- Tool Operators, Handheld, Walk Behind (Except Concrete Saw) and Remote Control (includes but not limited to): Dry Pack Machine, Jackhammer, Chipping Guns,

Compaction, Paving Breakers, Hand-held Concrete Saw and Demo Saws, Core Drill (2" diameter maximum)

- Tool Room Man (at Jobsite)
- Traffic Stripping Crew
- Watchman
- Weight-Man-Crusher (Aggregate when used)

All other work classifications, not specifically LISTED, shall be classified as General Laborer Group 1.

GROUP 2:	2026	2027	2028
	\$35.81	\$37.31	\$39.15

- Asbestos Abatement/Removal
- Bit Grinder
- Concrete Specialist (including but not limited to patching)
- Air & Water Nozzleman (Green Cutter, Concrete)
- Air Tampers
- Asphalt Raker
- Ballast Regulators (Multiple)
- Chipping Gun Concrete
- Chuck Tender
- Concrete Crew (including Placing, Raking, Mucking, Clean-up etc.)
- Concrete Curing Crew by any means including covering, water cure, heater tender, hardening compound and waterproofing
- Concrete Grinder
- Concrete Sawyer
- Concrete Scouring
- Cutting Torch
- Drill Doctor
- Drill Helper
- Dumpman
- Electric Ballast Tamper
- Form Setter – Airport Paving
- Free Air Caisson
- Gasoline Powered Tamper
- Gunite Nozzleman Tender
- Gunman (Gunite)
- Hand Guided Machines such as: Rotor Tillers Trenchers, Post Hole Diggers, Walking Garden Tractors etc.
- Handling Cement
- Hazmat worker (all groups)
- Hod Carrier
- Jackhammer
- Manhole Setter
- Mason Tender
- Mason Tender (Concrete)
- Mold Remediation Laborer

- Nipper and Timberman
- Paving Breaker
- Pipe Wrapper
- Plasterer Tender
- Powderman Helper
- Power Saw Operator (Bucking and Falling)
- Pump Crete & Grout Pump Crew, Hydraulic Monitor, Hydro Blaster
- Railroad Track Laborers
- Sand Blasting
- Sandblasting (Dry)
- Sewer Timberman
- Signalman
- Stake Chaser
- Stake Setter
- Steam Nozzleman
- Tampers-Power Jacks
- Tar Pot Tender
- Terrazzo Tile Tender
- Tie Back Shoring
- Track Liners Anchor Machine
- Traffic Control Laborer (TCL)
- Tugger Operator
- Vibrator (all types)
- Water Blaster
- Welder

GROUP 3:	2026	2027	2028
	\$36.31	\$37.81	\$39.65

- Asphalt Raker
- Certified Pipe Welder
- Concrete Core Drill (over 2" diameter)
- Concrete Pump Nozzle Man
- Concrete Saw Operator (not Hand-held)
 - Walk-behind Saw
 - Wall Saw
 - Rail-mounted Saw
 - Wire Saw
- Diamond Drill
- Direction Boring (up to 6-inch diameter)
- Driller on Drills with a Manufacturers rating 3" or over
- Dump man (for Asphalt or Concrete Paving)
- Grade Checker
- Gunite Nozzleman
- Highscaler
- Hazmat Worker (all groups)
- Laser Beam (Pipe Laying – Applicable when Employee assigned to move, set up, align Laser Beam)

- Loop Installation
- Pipelayer (all types) (including pressurized and non-pressurized ductile pipe, gravity pipe and HDPE (fused and non-fused))
- Powderman
- Pumpcrete Nozzle Man
- Timber Faller Bucker
- Traffic Control Supervisor (TCS)
- TUNNELS
 - Laser Beam (Tunnel) – applicable when Employee assigned to move, set up, align Laser Beam
 - Miner – Tunnel
 - Motorman – Dinky Locomotive
 - Powderman –Tunnel
 - Shield Operator
 - Tunnel Bull gang (above Ground)
 - Tunnel – Chuck Tenders
 - Tunnel – muckers, Brakeman, Concrete Crew, Bull Gang (underground)
- Underground (MINING) - Brakeman, Bull Gang, Chuck Tender, Drill Doctor, Dump Man Form Setter and Mover, Machine men, Miners, Muckers, Nipper, Rebound Man, Spader's & Tuggers, Spilling and/or Cassion Workers, Steelmen, Timbermen, Vibrator (all types)
- Vibrating Screed
- Wagon Drill

GROUP 4:	2026	2027	2028
	\$30.27	\$31.77	\$33.61

- Confined Space/Hole Watch
- Final Clean-Up – detailed clean-up limited to cleaning floors, ceilings, wall, windows, etc., prior to final acceptance by the owner
- Fire Watch
- Traffic Flagger (Including Pilot Car Operation)
- Landscaper

NOTE 1: Annual increase percentage is figured on group 3 IUOE total package.

NOTE 2: For Zone 2 & 3 add \$40.00 and \$50.00 /per day (see zone map)

WORKING WITH SUPPLIED AIR +\$1.00

FORMAN PREMIUM: \$2.00 per hour above highest classification supervised.

GENERAL FOREMAN: 10% per hour above highest classification supervised.

Laborers:	1/1/2026	1/1/2027	1/1/2028
	Zone 1	Zone 1	Zone 1
Group 1	\$35.31	\$36.81	\$38.65
Group 2	\$35.81	\$37.31	\$39.15
Group 3	\$36.31	\$37.81	\$39.65
Group 4	\$30.27	\$31.77	\$33.61

IDAHO APPRENTICE WAGES AND WAGE PROGRESSION

TERMS	2026	2027	2028
1 ST – 0 TO 1000HRS - 60%	\$21.19	\$22.09	\$23.19
2 ND – 1000 TO 2000 – 70%	\$24.72	\$25.77	\$27.06
3 rd – 2000 to 3000 – 80%	\$28.25	\$29.45	\$30.92
4 th – 3000 to 4000 – 90%	\$31.78	\$33.13	\$34.79

NOTE: laborers’ apprentice wage is based on the percentage of group 1 laborer’s rate.

FOOTNOTE: PLEASE TAKE NOTICE OF ALL THE CHANGES TO GROUPS AND CLASSIFICATIONS

- Group 1 has New Classifications added
- Group 2 has had New Classifications added
- Groups 2-4 have been added to the New Group 3
- Group 4 is a New Group
- Groups 5-10 have been deleted and classifications moved to the new Group 3

ZONE CENTERS: Boise, Twin Falls, Pocatello, Idaho Falls (See Zone Map)

- Zone 1: 0-30 miles Free Zone. \$0 per day
- Zone 2: 30-60 miles \$40.00 per day
- Zone 3: Over 60 miles \$50.00 per day

NOTE: Must work half a shift to receive zone pay

Section 2. Dues Check-Off:

Effective January 1, 2026, \$2.16 (two dollars and sixteen cents) for every hour worked.

Effective January 1, 2027, TBD.

Effective January 1, 2028, TBD

Section 3. Health and Insurance Trust Fund

Effective January 1, 2026, the amount of Employer contribution shall be Nine dollars and zero cents (\$9.00) through December 31, 2026.

Effective January 1, 2027, the amount of the Employer contribution shall be Nine dollars and twenty-five cents (\$9.25) through December 31, 2027.

Effective January 1, 2028, the amount of the Employer contribution shall be Nine dollars and fifty cents (\$9.50) through December 31, 2028.

Section 4 PENSION TRUST FUND

Effective January 1, 2026, the amount of the Employer contribution shall be Eight dollars and zero cents (\$8.00) through December 31, 2028.

Section 5. Pension Defined Contribution

Effective January 1, 2026, the Employer contribution shall be One dollar and twenty-five cents (\$1.25) through December 31, 2026.

Effective January 1, 2027, the Employer contribution shall be One dollar and Seventy-five cents (\$1.75) through December 31, 2027.

Effective January 1, 2028, the Employer contribution shall be Two dollars and zero cents (\$2.00) through December 31, 2028.

Effective January 1, 2018, the Contractor shall provide for voluntary deduction on an individual basis and forward to the employees designed individual 401k account through the administrator of the existing Trust at no cost to the Contractor. The amounts that may be contributed will be \$.25, \$.50, \$1.00, \$2.00 or \$3.00 per hour. Contributions may be stopped at any time upon the employee's request.

Section 6. Oregon & Southern Idaho Laborers'-Employers Training Trust Fund

Effective January 1, 2026, the Employer contribution shall be One dollar and zero cents (\$1.00) through December 31, 2028.

Section 7. Laborers Employers' Cooperative Education Trust (LECET)

Effective January 1, 2026, the Employer Contribution shall be ten cents (\$0.10) through December 31, 2028.

NOTE: Any increases in fringe benefits will be deducted from the respective year's wage increase.

SCHEDULE A - TEAMSTERS LOCALS 983 & 162:

1. Classifications, Wage Rates and Effective Dates

ZONE CENTERS: Boise, Twin Falls, Pocatello and Idaho Falls (See Zone Map)

Zone 1	0 – 30 miles	Free Zone
Zone 2	30-60 miles	40.00/per day
Zone 3	over 60 miles	50.00/per day

	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
GROUP 1:	\$37.68\$	\$39.93	\$42.27

Leverman Loading at Bunkers, Pilot Car or Escort Driver Flat Bed - 2 Axle and Pickup Hauling material, Water Truck (1,000 gallons and under), Ambulance Driver, Flat Bed - 3 Axle, Fuel Truck (1,000 gallons and under), Greaser, Tireman, Serviceman, Buggymobile, Manhaul (Shuttle Truck or Bus), HazMat Worker.

GROUP 2:	\$38.05	\$40.30	\$42.64
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Truck Helpers, Slurry or Concrete Pumping Truck, Flat Bed using Power Takeoff, Semi-Trailer - Low Boy (up to 96,000 lbs. GVW), Bulk Cement Tanker (up to 96,000 lbs. GVW), Fork Lift (Bull Lift, Hydro Lift), Ross Hyster and similar Straddle equipment, "A" Frame Truck (Swedish Crane, Iowa 3,000 Hydro Lift), Transit Mix Truck (0-10 yds), Warehouseman Loading and Unloading, HazMat Worker.

GROUP 3:	\$38.28	\$40.53	\$42.87
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Water Tank Truck, Fuel Truck (over 1,000 gallons), Transit Mix Trucks (10 yards & over), Dumpsters, Distributor or Spreader Truck, Field Tireman - Serviceman, Snowplow (Truck Mounted), Warehouseman; Counterman, Shipping Receiving, Cardex, HazMat Worker.

GROUP 4:	\$38.46	\$40.71	\$43.05
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Low Boy (96,000 lbs. GVW & over), Bulk Cement Tanker (96,000 lbs. GVW & over), Transit Mix Trucks (over 10 yards), Articulating End-Dump & similar equipment, Warehouseman General, HazMat Worker.

GROUP 5A:	\$38.28	\$40.53	\$42.87
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Truck - Side, end and bottom dump, 0-16 yards, inclusive, HazMat Worker.

GROUP 5B:	\$38.46	\$40.71	\$43.05
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Truck - Side, end and bottom dump, 16-30 yards, inclusive, HazMat Worker.

GROUP 5C:	\$38.69	\$40.94	\$43.28
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Truck - Side end and bottom dump, 30-50 yards, inclusive, and Truck Mechanic, HazMat Worker.

GROUP 5D:	\$38.80	\$41.05	\$43.39
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Truck - Side, end and bottom dump, 50-75 yards, inclusive, HazMat Worker.

GROUP 5E: \$39.43 \$41.68 \$44.02

Truck - Side, end and bottom dump, 75-100 yards, inclusive, HazMat Worker.

GROUP 5F: \$39.87 \$42.12 \$44.46

Truck - Side, end and bottom dump, over 100 yards, HazMat Worker.

NOTE: Increase percentage is figured on Group #6 IUOE Total Package

NOTE: For zone 2 & 3 rates add \$40.00 and \$50.00/day (See Zone Map)

FOREMAN: +\$1.00

GENERAL FOREMAN: +\$2.00

WORKING WITH SUPPLIED AIR: +\$1.00

SECTION 1. Registered Trainees

A. The following shall apply to each individual who has completed the bona fide registered training, or such other joint training programs as may be established under the Signatory Employers Joint Training Trust Fund.

B. "Registered" as used herein shall be determined by the trustees of the Joint Training Trust.

C. After job entry, an individual shall be classified as "REGISTERED TRAINEE I" until he has worked 400 hours. Wage scale during this period shall be as scheduled below. Thereafter Registered Trainee I shall be classified as "REGISTERED TRAINEE II" and shall continue in this classification until he has worked an additional 400 hours. Wage scale during this period shall be as scheduled below.

Thereafter Registered Trainee II shall be classified as "REGISTERED TRAINEE III" and shall continue in this classification until he has worked an additional 400 hours. Wage scale during this period shall be as scheduled below.

Thereafter Registered Trainee III shall be classified as "REGISTERED TRAINEE IV" and shall continue in this classification until he has worked an additional 400 hours. Wage scale during this period shall be as scheduled below.

Thereafter Registered Trainee IV shall be classified as "REGISTERED TRAINEE V" and shall receive the Journeyman's wage scale for the classification of work in which he has been trained.

D. No Registered Trainee may advance to a higher classification except as provided under the rules of procedure to be established under the training program.

SECTION 2. Board of Review

Any dispute arising over the advancement of a Registered Trainee shall be referred to a Board of Review established by the Joint Training Trust.

SECTION 3. Classifications, Wage Rates and Effective Dates

	1/1/2026	1/1/2027	1/1/2028
Trainee I = 0-400 hrs-65%	\$25.00	\$26.46	\$27.98
Trainee II = 401-800 hrs-70%	\$26.92	\$28.50	\$30.14
Trainee III = 801-1200 hrs-80%	\$30.77	\$32.57	\$34.44
Trainee IV = 1201-1600 hrs-90%	\$34.61	\$36.64	\$38.75
Trainee V = 1601-2000 hrs-100%	\$38.46	\$40.71	\$43.05

NOTE: TEAMSTERS Apprentice wage is based on a percentage of Group 5B Teamsters wages.

NOTE: FOR ZONE 2 & 3 RATES ADD \$40.00 and \$50.00/day (See Zone Map)

Section 4. DISPATCHING TRAINEES

Registered Trainees shall be dispatched by the Union in the order of time and date of registration as follows:

- a. REGISTERED TRAINEE IV
- b. REGISTERED TRAINEE III
- c. REGISTERED TRAINEE II
- d. REGISTERED TRAINEE I

2. HEALTH AND WELFARE TRUST FUND

The parties hereto hereby reaffirm the continuation of that certain Revised Agreement and Declaration of Trust dated July 1, 1986 as amended (Declaration of Trust), which governs the Utah-Idaho Teamsters Security Fund (Utah-Idaho Trust) and under which Declaration of Trust Contractors agree to make a contribution of a certain sum times the number of compensable man hours for each employee employed in the classification contained in the collective bargaining agreement.

Copies of the Declaration of Trust are available upon request at the offices of the Teamsters Local Unions signatory hereto, or the administrator of the Utah Trust.

EFFECTIVE January 1, 2026, the amount of the Employer contribution shall be **Nine dollars and seventy-five cents (\$9.75)** through December 31, 2028.

Such payment shall be made monthly on or before the 10th of the month following that for which contribution is being made and shall be sent to the Utah-Idaho Teamsters Security Fund, P.O. Box 43110, Phoenix, AZ 85080. The Utah-Idaho Trust shall be administered jointly by the Employer and Union Trustees (Trustees) pursuant to the terms of the Declaration of Trust. The nature and amount of health and welfare benefits, and all questions of eligibility for such benefits, shall be determined from time to time by the Trustees.

3. PENSION PLAN

Commencing June 1, 1991, each Employer who is a party to this Agreement shall pay

into the Western Conference of Teamsters Pension Trust Fund, on account of each employee of the bargaining unit, a certain sum times the number of compensable man hours for each employee employed under the terms of this collective bargaining agreement.

The total amount due for each calendar month shall be remitted in lump sum not later than fifteen (15) days after the last business day of each month. The Employer hereby acknowledges that he has received a true copy of the Western Conference of Teamsters Pension Plan Agreement and Declaration of Trust and Regulations, dated November 1964, and it is understood and agreed that the Employer, by signing this Agreement, accepts the terms and provisions of said Trust and Regulations and shall be considered a party thereto. The Employer agrees that the employer-trustee named in the said Trust and additional employer-trustees appointed pursuant to the terms of the Trust, and their successors in trust, are and shall be his representatives, and consents to be bound by the actions and determinations of the Trustees, provided such Trust shall be subject to the limitations set forth in Section 302 of the Labor Management Relations Act, as amended, and no determination made by the Trustees respecting the Pension Fund shall be such as to prevent the program from being accepted by the Internal Revenue Code and of the Internal Revenue Service as must be met in order to qualify that portion of the amounts paid by the employers which is allocated to the Pension Fund as deductions for income tax purposes. The Union and Association are the principal parties to Pension Agreements and shall be supplied with full information concerning the operation of the Trust or Trusts at all times.

EFFECTIVE January 1, 2026, the amount of the Employer contribution shall be Seven dollars and twenty cents (\$7.20) per hour into the Western Conference of Teamsters Pension Trust Fund:

- a) Six dollars and forty-six cents (\$6.46) to the Basic Plan of benefits; and
- b) Seventy-four cents (\$0.74) to the Program for Enhanced Early Retirement (PEER)

In the event the contribution hourly rate to the basic plan of benefits is increased in the future, the contribution to PEER must also be increased so the PEER contribution equals 6.5% or, effective January 1, 1998, the PEER 82 rate of 11.5% (rounded to the nearest cent) of the new total contribution to the basic plan.

The contributions required to provide PEER are not taken into consideration for benefit accrual purposes under the basic plan. If the bargaining unit ceases participation in PEER, such bargaining unit will be ineligible to participate in the basic plan.

Contributions shall be made on overtime hours at the rate specified above.

Employees will become eligible for retirement as outlined and determined by the Western Conference of Teamsters Pension Plan.

4. VACATION TRUST FUND

Effective August 1, 2013, Vacation pay of \$1.00 has been added back on the wage.

5. EMPLOYERS - TEAMSTERS JOINT TRAINING TRUST FUND

SECTION 1. The Contractor and Union parties hereto mutually agree that a trust fund shall be established during the term of this agreement to be known as the SIGNATORY EMPLOYERS-TEAMSTERS JOINT TRAINING TRUST FUND. The purpose of the fund shall be to continue and to further establish and maintain training and retraining programs for persons who are employed or who may become employed as Teamsters under the terms of this collective bargaining agreement, and for such other matters and purposes directly related to training and retraining as the Board of Trustees deems practicable.

SECTION 2. The Contractors signatory to this Agreement hereby agrees to be bound by the Trust Agreement and to make contributions to said Joint Training Trust Fund in the amount of a certain sum per hour for each compensated clock hour worked by employees covered by this collective bargaining agreement.

SECTION 3. The specific amount of the Contractor contribution shall be as follows:
EFFECTIVE January 1, 2026, the amount of the Contractor contribution shall be Twenty-Five Cents (\$.25) cents through December 31, 2028

SECTION 4. Contributions to the fund shall be made monthly on or before the 15th day of the month following that for which contribution should be made and shall be sent to the WA-ID Teamsters Training Trust, until otherwise determined by the Trustees pursuant to the negotiated trust agreement.

SECTION 5. The trust and the fund shall be administered jointly by the Signatory Contractors for the Contractors and Teamsters Local Unions 162, 690 and 983 for the Union.

SECTION 6. Copies of the Trust Agreement are available upon request at the offices of the parties signatory to this collective bargaining agreement or the administrator of the Joint Training Trust Fund.

6. DUES CHECK-OFF

The Employer agrees to deduct for dues check-off an amount, once each month, with the amount to be determined and billed by the Teamsters Office. All monies collected for dues by the Employer shall be paid to the Teamsters Local of which the employee is a member; Teamsters Local 162, 225 N 16th St. Ste. 200, Boise, ID 83702 or Teamsters Local 983, 456 N. Arthur Ave., Pocatello, ID 83204.

NOTE: 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, 2026, January 1, 2027 and January 1, 2028 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 - TEAMSTERS WORKING CONDITIONS

1. Employees shall report all unsafe working conditions and equipment to their supervisor.
2. If a water tank is used on earth moving equipment, the regular equipment scale shall apply while in use as a water wagon.
3. An employee here under when used as a Truck Dispatcher shall be paid the truck classification rate of the equipment which he dispatches.
4. Any employee operating a vehicle shall at the time of employment have a valid CDL license in his possession.
5. Struck measure capacity shall be used in computing the proper scale for trucks, side, end, and bottom dump as if the end gate were closed.
6. Actual reasonable road expense (meals and lodging receipts required) for Low Boy transport and other drivers will be reimbursed by the Contractor for time spent overnight away from established job site or contractor headquarters.
7. When done by the Contractor's employees, the moving of any Teamster-operated equipment listed in this Agreement shall be done by Teamster employees covered by this agreement. This provision shall not apply to emergencies, breakdowns, routine maintenance - road testing.
8. To ensure that the equipment be operated safely, and to eliminate unnecessary occupational accident, the Contractors agree that, wherever practical, equipment shall be properly cabled, screened, or heated, and/or curtained where necessary.
9. When a driver is fined through no fault of his own because of overload, including maximum weights or load distribution or faulty equipment, the Employer shall pay all fines assessed against the Employee. If the Employee loses time, he shall be paid for the hours lost at the straight time hourly wage rate.
10. There shall be no desire on the part of the Union to select Contractor's foremen. 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 this Agreement. Foremen shall not be permitted to operate equipment or use their own tools, except in cases of emergencies, instructing new employees, or temporary absence of regular drivers. Foremen shall be required on major dam projects.

- 11. 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 may be inoperative where the Owner Operator is used for ten (10) consecutive working days or less.

- 12.** 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.

SCHEDULE C

INTERNATIONAL UNION OF OPERATING ENGINEERS:

IUOE Local 302 Dispatch Office 456 North Arthur Pocatello, ID 83024 208-232-8493 Brandon Tanzey Field Rep	IUOE Local 302 Boise Office 225 N. 16 th Street Suite 211 Boise, ID 83702 208-890-7774 Shane Linse Field Rep	IUOE Local 302 Main Office 18701 120 th Avenue NE Bothell, WA 98011 425-806-0302 Daren Konopaski, BM
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OREGON and SOUTH IDAHO DISTRICT COUNCIL OF LABORERS:

Laborers Local 155
465 West 17th
Idaho Falls, ID 83402
208-529-0191
Fax:208-528-6466
Dave Dillon, B.M.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS:

Teamster Local 162 (Boise) 225 N. 16 th Street Suite 210 Boise, ID 83702 208-343-5439 Darel Hardenbrook, VP 162	Teamster Local 983 456 North Arthur Pocatello, ID 83024 208-232-6891 LaWanda Ellsworth, ST 983
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