

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, Bellman, or Spotter: 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
Concrete Pump Boom Truck: Under 42M
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.