

**MEMORANDUM OF UNDERSTANDING TO THE SOUTHERN IDAHO CRANE
RENTAL AGREEMENT
BETWEEN**

**The International Union of Operating Engineers, Local 302 and
the Individual Signatory Employer**

WITNESSTH:

WHEREAS Local 302 of the International Union of Operating Engineers (“Local”) and Maxim Crane Works (“Employer”) desire to enter into a Memorandum of Understanding (“MOU”) concerning the proposed implementation of Vehicle Telematic Systems (“VTS”) with the intent that it memorializes in writing the terms under which the Employer may install, implement, monitor, and use said VTS technology on company equipment.

1. Purpose:

To establish a cooperative and mutually beneficial agreement between the Local and the Employer with regard to VTS technology in the interest of the safety of all personnel and the general public whereby the Local commit to assist the Employer in these stated goals.

2. Duration of Agreement:

This MOU is effective commencing May 1, 2026, and shall remain in effect until April 30, 2029.

3. General Provisions:

Generally, VTS systems may be implemented by Employer’s on their vehicles operated on public roads at their own discretion. As such, the following specific rules shall apply:

- A. In-cab VTS cameras may be outward, inward or side-facing.
- B. Audio recording is strictly prohibited.
- C. There shall be no live monitoring of vehicle camera video.

VTS data is generally intended to be used to assist the Employer in coaching employees to operate company vehicles in a safe and legal manner. However, where circumstances warrant, employees may be subject to discipline based on VTS data. Employee discipline may only result from a “triggering event.” A triggering event is defined as any unsafe act or act in violation of traffic laws or safety rules/regulations.

- D. In the event that a triggering event results in an Employer pursuing discipline against an employee, both the employee and the Union will be notified and will be provided access to camera video data as soon as practicable. If the Employer fails to provide access to the video camera data, then such video camera data shall not be used as evidence in any disciplinary action or during the parties’ dispute resolution procedures.

E. The Employer utilizing a VTS gives full assurance that any third-party facilitator utilized for VTS support will keep all employee personal confidential information private unless disclosure is required in a court proceeding.

F. The Employer utilizing video cameras as part of a VTS agrees to promptly respond to requests from the Local for video camera data in circumstances where discipline may be administered.

4. **Responsibilities:**

In consideration of the mutual aims and desires of the parties of this MOU and in recognition of the benefits of the responsible implementation of the technology involved, the parties agree that their responsibilities under this agreement shall be as follows:

A. The Employer shall implement video cameras only in strict accord with the General Provisions described in Section 3, above.

B. The Employer deploying cameras shall make every reasonable effort to abide by the guidelines set forth in this MOU and to fully and timely communicate with the Local as issues arise.

C. The Local shall support the Employer in the implementation of the cameras as part of the VTS program(s).

5. **Effective Administration and Execution of this MOU:**

A. Effective execution of the provisions of this MOU can only be achieved through continuing communication and dialogue between all parties. It is the intent of the parties to this MOU that a channel of communication will be used to resolve questions, misunderstandings, or complaints that may arise that are not specifically addressed in the MOU.

B. Any disputes that cannot be resolved through channel of communication shall be resolved pursuant to the dispute resolution procedures contained in the applicable collective bargaining agreement.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #302:

By: 
Shane Linse, Field Representative - Boise

Date: 5/5/2026

EMPLOYER:

By: 
Mark Swaney

Date: 05/05/26

Printed: Mark Swaney, Vice President – West Region