

2023 - 2025

OPERATING ENGINEERS

MASTER LABOR AGREEMENT

Between

**Oregon-Columbia Chapter
The Associated General Contractors of America, Inc.
Union Contractor Group**

And

**International Union of Operating Engineers
Local #701**



INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701

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OPERATING ENGINEERS TRUST FUNDS

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Gladstone, OR 97027
Admin: (503) 657-9740 Toll Free: (866) 697-5750

Gladstone Trust Office Contacts

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Defined Contribution Pension, ext. 3214
Health & Welfare Claims, option #1

Or

P.O. Box 34203
Seattle, WA 98124
Administration: (877) 441-6162

OPERATING ENGINEERS

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PREAMBLE

THIS AGREEMENT, made and entered into as of the first day of January 2023 for the period January 1, 2023, to December 31, 2025, by and between certain members of the Oregon – Columbia Chapter of the Associated General Contractors of America, Inc. (AGC), whose names are set forth in Schedule “B”, and referred to as the “Employer”, and

The International Union of Operating Engineers, Local Union No. 701, for themselves and on behalf of the local unions whose names are set forth in Schedule “C” or any supplement thereto, and hereinafter referred to as the “Union”.

The bargaining parties executed in March of 1922, their first Master Labor Agreement. This Agreement constitutes a continuation and extension of the contractual relationship heretofore existing between the Employer, the AGC, and the Union as evidenced by prior labor agreements between the AGC and the Union.

The members of the AGC want to be assured of their ability to procure workers for the work covered by this Agreement, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the AGC, by this Agreement, intend to establish rates of pay, hours and conditions of employment for the workers covered by this Agreement.

For purposes of this Agreement, the Associated General Contractors is not acting as a multi-Employer bargaining agent in a single multi-Employer unit, but is acting for and on behalf of the Employers who have individually requested the Associated General Contractors to act as their individual and separate bargaining agent in individual Employer units.

ARTICLE 1

EFFECTIVE DATE-DURATION-MODIFICATION

1.1 When executed by parties hereto, the terms and conditions of this Agreement shall become effective January 1, 2023 and shall remain in full force and effect through December 31, 2025. The “no-strike, no-lockout” provisions of this Agreement shall remain in full force and effect during the entire duration of this Agreement. The group classifications and monetary consideration, i.e., wages, fringe benefits, etc., shall be as set forth in Schedule A.

1.2 Monetary increases in the total wage/fringe packages per hour for the life of this agreement are effective and allocated as indicated on the dates shown below:

January 1, 2023 – December 31, 2023:

Group	Increase	DB	Trng.	Wage Incr.	Old Wage Total	New Wage Total	% Incr.
1	\$2.78	\$0.25	\$0.05	\$2.48	\$51.65	\$54.13	4.80%
1A	\$2.78	\$0.25	\$0.05	\$2.48	\$53.81	\$56.29	4.61%
1B	\$2.78	\$0.25	\$0.05	\$2.48	\$55.97	\$58.45	4.43%
2	\$2.78	\$0.25	\$0.05	\$2.48	\$49.74	\$52.22	4.99%
3	\$2.78	\$0.25	\$0.05	\$2.48	\$48.59	\$51.07	5.10%
4	\$2.78	\$0.25	\$0.05	\$2.48	\$45.26	\$47.74	5.48%
5	\$2.78	\$0.25	\$0.05	\$2.48	\$44.02	\$46.50	5.63%
6	\$2.78	\$0.25	\$0.05	\$2.48	\$40.80	\$43.28	6.08%

January 1, 2024 – December 31, 2024:

Group	Increase	DB	Wage Incr.	Old Wage Total	New Wage Total	% Incr.
1	\$2.78	\$0.25	\$2.53	\$54.13	\$56.66	4.67%
1A	\$2.78	\$0.25	\$2.53	\$56.29	\$58.82	4.49%
1B	\$2.78	\$0.25	\$2.53	\$58.45	\$60.98	4.33%
2	\$2.78	\$0.25	\$2.53	\$52.22	\$54.75	4.84%
3	\$2.78	\$0.25	\$2.53	\$51.07	\$53.60	4.95%
4	\$2.78	\$0.25	\$2.53	\$47.74	\$50.27	5.30%
5	\$2.78	\$0.25	\$2.53	\$46.50	\$49.03	5.44%
6	\$2.78	\$0.25	\$2.53	\$43.28	\$45.81	5.85%

January 1, 2025 – December 31, 2025:

Group	Increase	DC	Wage Incr.	Old Wage Total	New Wage Total	% Incr.
1	\$2.53	\$0.25	\$2.28	\$56.66	\$58.94	4.02%
1A	\$2.53	\$0.25	\$2.28	\$58.82	\$61.10	3.88%
1B	\$2.53	\$0.25	\$2.28	\$60.98	\$63.26	3.74%
2	\$2.53	\$0.25	\$2.28	\$54.75	\$57.03	4.16%
3	\$2.53	\$0.25	\$2.28	\$53.60	\$55.88	4.25%
4	\$2.53	\$0.25	\$2.28	\$50.27	\$52.55	4.54%
5	\$2.53	\$0.25	\$2.28	\$49.03	\$51.31	4.65%
6	\$2.53	\$0.25	\$2.28	\$45.81	\$48.09	4.98%

ARTICLE 2

TERRITORY

This Agreement shall cover the entire State of Oregon and the following area in the State of Washington: The counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean and the Pacific Ocean bordering the territorial jurisdiction of this Agreement.

ARTICLE 3

DEFINITIONS

3.1 The language of this Agreement is written in the male gender, however, all references to “man” shall mean persons of either sex.

3.2 **Association:** The term “Association” as used herein shall mean the Oregon-Columbia Chapter, Associated General Contractors of America, Inc., (AGC). A roster of the Oregon-Columbia Chapter, Associated General Contractors of America, Inc., members who have assigned their bargaining rights, shall be furnished to the Union at the signing of this Agreement and thereafter upon acceptance of new members or withdrawal of said bargaining rights.

3.3 **Employer:** The term “Employer or Employers” as used herein shall mean any individual, partnership, firm or corporation signatory, or who becomes signatory, to this Labor Agreement.

3.4 **Union:** The term “Union” as used herein shall mean the International Union of Operating Engineers, Local No. 701.

3.5 **Employee:** The term “Employee or Employees” as used herein, shall refer to any employed person or persons.

3.6 Worker: The term “Worker or Workers” as used herein, shall refer to any person in the labor market not employed.

3.7 Subcontractor: The term “Subcontractor” as used herein, shall refer to any person, firm or corporation who agrees, orally or in writing, to perform or who in fact, performs for, or on behalf of, an Employer, any part or portion of work covered by this Agreement.

3.8 Authorized Representatives: The term “Authorized Representatives” as used herein, shall mean the Executive Director of the AGC and the Business Manager of the Union or their representatives.

3.9 Operating Engineer: The term “Operating Engineer” or “Operator” as used herein, shall refer to any person who is a bargaining unit Employee under the jurisdiction of the International Union of Operating Engineers, Local No. 701, regardless of the classification or type of work performed.

ARTICLE 4

ADMINISTRATIVE PROVISIONS

4.1 Pre-Job Conference: Upon request by the Union and/or Employer a pre-job conference shall be held prior to the commencement of any work. The pre-job conference shall be held in Portland or at a location near the job or project. All understandings reached at such pre-job conference shall be reduced to writing in a pre-job conference report.

4.2 It is understood and agreed for purposes of this Agreement that all operations out of a fixed location are considered as one job.

4.3 Records and Requests: In the event of a dispute involving compensation and upon written request from the Business Manager or Trust Auditor for examination of payroll records as directly related to the dispute, the Employer hereby agrees to authorize release of the records within thirty (30) days. The examination will be conducted at such a time and in such a manner and form as to minimize the disruption of the Employer’s business.

4.3.1 The Employers hereby agree to authorize release to the authorized representative of the Union or Trust Fund contained in this Agreement, information pertaining to payrolls and payroll records.

4.4 Favorable Legislation: The Employer and the Union hereby agree that should wage and/or price controls be implemented by the Federal or State government or Presidential Executive Order, in whatever form, both parties will

abide by the decision as rendered by that government body or presidential decree.

4.5 National Health Care Legislation: In the event of the enactment of National Health Care legislation, which limits the deductibility of Employer Health/Welfare contributions, the Association and Union will meet immediately to ensure the deductibility to the Employer of the full compensation package.

If the method of adjustment cannot be mutually agreed upon within sixty (60) days, it will be referred to the grievance procedure.

4.6 Savings Clause: Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof, provided however, upon such invalidation the parties agree to meet without delay and renegotiate such part or provision affected within thirty (30) days unless mutually extended. The remaining parts or provisions shall remain in full force and effect. However, all such renegotiations shall maintain as nearly as possible the full intent of this Agreement as it is currently negotiated.

4.7 The aforementioned Article 4.6 shall apply in the event of relevant actions by the Financial Accounting Standards Board (FASB).

ARTICLE 5

RECOGNITION AND SECURITY

5.1 The Oregon-Columbia Chapter, The Associated General Contractors of America, Inc., and all other Employers signatory or who become signatory hereto, hereby recognize and acknowledge Local No. 701 of the International Union of Operating Engineers as the sole and exclusive collective bargaining representative of all Employees covered by this Agreement.

5.2 It is understood that the Union does not have jurisdiction over Employees of the Employer as defined and excluded by the Labor Management Relations Act of 1947, as amended, and it being further understood that these Employees shall not use the tools of the craft covered by this Agreement.

5.3 The International Union of Operating Engineers, Local No. 701 hereby recognizes the Oregon-Columbia Chapter, the Associated General Contractors of America, Inc. as the sole and exclusive bargaining representative for their respective members.

5.4 All workers employed by the Employers to perform work covered within this Agreement shall become members of the Union not later than the eighth (8th) day following the beginning of such employment and shall maintain membership in good standing in said Union as a condition of employment.

5.5 All written requests by the Union for removal of Employees for non-payment of or failure to tender initiation fees and dues, or for not being dispatched will be recognized and accepted by the Employers. The Employers agree to immediately remove the named Employees from employment on all work covered by this Agreement.

ARTICLE 6

AGREEMENT BINDING UPON PARTIES

6.1 The Employers signatory hereto, understand and agree that one of the primary purposes of this Agreement is to “stabilize conditions of work in the area” by establishing uniform rates of pay, working conditions, etc., which are uniformly imposed on all Employers. Therefore, the Employers signatory hereto, or who become signatory, understand and agree that this Agreement shall cover and be binding throughout the duration of this Agreement and any extensions.

6.2 Any party hereto desiring termination or modification of this Agreement to take effect January 1, 2023, must serve, by Certified Mail return receipt requested, written notice to the other of a desire to change, amend, modify or terminate this Agreement. Notice must be postmarked on or before March 1 of the year this Agreement or any extension expires. Absent such notice, this Agreement shall continue in full force and effect during the term of the successive Master Labor Agreement.

6.3 It is agreed that in the event that either party should exercise its rights under this Article to terminate, amend or modify, the parties will for a period of ninety (90) days prior to the expiration of this Agreement, bargain exclusively with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered. If the parties fail to reach a new agreement by the expiration of said ninety (90) day period this Agreement shall continue in full force and effect until a new Agreement is reached or either party notifies the other by Certified Mail of termination. If such termination notice is given, its effective date must be more than twenty-four (24) hours after the other party receives such notification.

6.4 **Monetary Openings:** The parties agree that during any contract year when this Agreement is open for the sole purpose of negotiating wage/benefit increases, all of the other provisions of this Agreement shall remain in full force and effect. In the event the parties are unable to come to terms on monetary increase(s) within sixty (60) days prior to the expiration of the current

monetary package the parties shall submit the matter to arbitration. After such notification, the parties hereby agree to select a panel of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service, with the Arbitrator's principal place of residence in Oregon or Washington. In the event the parties need to submit this matter to arbitration, the arbitration date shall be set within five (5) workdays of the expiration of the monetary terms defined by this Agreement. The parties shall alternately strike one of the selected names until one (1) name remains. Once the Arbitrator is selected, in the interest of time the parties shall request an expedited hearing and to that end will avail themselves to the Arbitrator's earliest hearing date and time. The Arbitrator shall render his or her decision within fourteen (14) working days after the close of the hearing.

The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have the authority to apply the award of monetary adjustment to be effective on the date(s) as specified in Article 1, paragraph 1.2 of this Agreement, for which negotiations were originally intended to modify. All retroactive pay shall be paid by the Employer(s) to all affected Employees within fourteen (14) working days of the Arbitrator's award date. Trust benefit adjustment shall be made on the trust report form for the month following the Arbitrator's award date, such adjustment shall also be retroactive to the effective date as specified in Article 1, paragraph 1.2 of this Agreement.

The impartial Arbitrator shall look solely to the parties for his or her compensation. Fifty percent (50%) is to be paid by each party, including any panel fees.

6.5 Special Job Agreements: Special job agreements may be negotiated by the parties hereto by mutual consent. (Note: Previously Article 21)

ARTICLE 7

PRESERVATION OF WORK AND WORK DEFINED

7.1 The parties signatory hereto understand and agree that a primary purpose of this Agreement is to preserve to the bargaining unit Employees covered by this Agreement, work which has traditionally been performed by them.

7.2 This Agreement shall cover and apply to all on-site activities of the Employer on land, water or in the air, within the jurisdiction of the Union, including but not limited to the types or classes of work referred to in paragraphs 7.3, 7.4, 7.5 and 7.6 of this Article. This Agreement shall cover the assembly and/or disassembly and the operation of all equipment within the jurisdiction of the Union, regardless of its use or whether such equipment is mechanically, electrically, or electronically, hydraulically, automatically, remotely controlled, or

computer controlled. It shall also apply to all on-site maintenance and repair work of an Employer in the area covered by this Agreement.

7.3 Heavy and highway work shall include but not be limited to roads, streets, highways, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, alleys, sidewalks, guard rails, fences, parkways, parking areas, athletic fields, railroads, railway track elevations, grade crossings, overpasses, underpasses, airport grading, surfacing and drainage, pile driving, electric transmission line and conduit projects (both above and below ground), telephone and TV cable transmission lines (open ditch and/or plowed), water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipe lines, sanitation and sewer projects, all common ditches, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, jetties, quarrying of breakwater or riprap stone, foundations, pile driving piers, docks, locks, river and harbor projects, breakwaters, dredging, channel cutoffs, duct lines, subways, shafts, tunnels, drilling, soil testing, clearing and grubbing, land leveling, quarrying, demolition and site clearing, airports, well drilling, tramways, railways, soil stabilization, landscaping, beautification projects, hoisting or related work done by helicopters. With the exception of building construction as defined below it shall include bridge and overpass structures, oil or gas refineries, nuclear power plants, industrial complexes and incidental structures. It shall also include operation, maintenance and repair of land, air and/or floating plant equipment, vehicles and other facilities used in connection with the described work and services, including but not limited to any work relating to offshore drilling and pipe lines, handling of ammunitions, loading and unloading of trucks, railcars, planes, barges and ships and all other work of similar nature to anything listed in the above definitions. Floating cranes/clamshells will only be covered by this agreement when used for dredging on a heavy construction project (i.e., bridges, piers).

Building work shall include but not be limited to construction, erection, alteration, repair, modification, demolition, painting, addition or improvement, in whole or in part, of any building structure. It shall include the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction. **Vertical hoisting work with a crane or forklift with a telescoping boom, and a capacity of greater than ten thousand (10,000) pounds shall also be included under the definition of Building work for Windmill/Solar/Renewable sites.**

7.4 In addition to the above this Agreement shall also include floods and emergency work.

7.5 This Agreement shall apply to operations, such as Quarries, Gravel, Sand and Gravel Plants, Screening Plants, Asphalt Plants, Ready-Mix

Concrete or Batch Plants and Pre-Stressed Concrete Plants (excluding established Plants) that are established at the job site.

7.6 Craft jurisdiction is neither determined nor awarded by classifications or scope of work coverage in any AGC labor agreement.

ARTICLE 8

SUBCONTRACTORS AND OTHER EMPLOYERS

8.1 A Subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No Employer or joint venture covered by the terms and conditions of this Agreement shall subcontract any jobsite work to a Subcontractor or Employer who is not signatory to this Labor Agreement except as provided below. The Employer or joint venture shall be held responsible for the payment of Wages, Zone Pay Differential, Pension, Health and Welfare, Training, UCG contributions; deductions for Dues, CIP, Vacation Savings Plan and UPF incurred by the Subcontractor and shall see that the Subcontractor adheres to the working conditions, except as provided below.

8.2 Paragraph 8.1 shall not be operative when potential Union Subcontractors do not bid. When a Subcontractor is not signatory to a labor agreement, there shall be a pre-job conference between the Local Union, a representative of Local #701, the Employer, the Subcontractor, and the Association, if affected. The parties will attempt to reach agreement regarding this section before the subcontractor performs any work on the project.

8.3 In order to comply with this Article, the Union may make available an agreement for the duration of the project or subcontract to cover only the subcontracted work.

8.4 In the event an Employer is unable to find qualified competitive Union MBE-WBE Subcontractors when the Employer is obligated to satisfy MBE-WBE recruiting requirements and goals, the percentage of work that is subcontracted to the MBE-WBE may be exempted from this Article. The Employer and Union shall waive this Article subject to Pre-Job Conference provisions of Paragraph 8.2.

8.5 When the general contractor receives bids that show the non-union Subcontractor five percent (5%) or lower than the Union Subcontractor, the Employer and the Union shall waive this Article, provided however the Union and the Employer shall review the prices submitted before signing the non-signatory

Subcontractor. The Employer and Union shall waive this Article subject to Pre-Job Conference provisions of Paragraph 8.2.

8.6 A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies, or equipment, does any work at the jobsite, shall be a party to a collective bargaining agreement with the Union, containing the full terms of this Agreement. In the event a vendor is not a party to such an agreement, he shall not perform any jobsite work except that deliveries may be made by such vendor to jobsite.

ARTICLE 9

SETTLEMENT OF DISPUTES

9.1 **Grievance Procedure:** In the settlement of disputes arising out of a violation, misunderstanding or difference in interpretation of this Agreement, the following procedure shall be followed:

9.2 **STEP 1:** Any Employees or Employer having a grievance shall present such grievance to the Job Steward or Union Representative. The Steward or Union Representative shall present such grievance to the Employer's local representative at the job site. Such grievance shall be presented to the Employer in writing within fifteen (15) days from date of violation.

9.3 **STEP 2:** If no settlement is reached under Step 1, the grievance shall then be presented, in writing, to the Employer's authorized representative at the Employer's office headquarters. The office headquarters shall mean the Employer's main office, which has control for the territorial jurisdiction of this Agreement. If the grievance is not settled within fifteen (15) days, either party may thereafter notify the other party that the grievance is moved to Step 3.

9.4 **STEP 3:** If no settlement is reached under Step 2, the grievance shall then be referred to an authorized representative of the Employer and an authorized representative of the Union for the purpose of a settlement hearing. This may be accomplished by either party requesting, in writing, that such grievance be heard. If the grievance is neither heard nor settled within seven (7) days after receipt of such request, the grievance may be submitted to the arbitrator for arbitration by either party. However, either party may request that the time period be extended, by mutual agreement, in order to seek the advice of the negotiating committee or other persons if necessary.

9.5 **STEP 4:** If no settlement is reached under Step 3, either party may send written notification to the other party of its intent to seek arbitration. After such notification the parties agree to obtain a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Services. Within five (5) days of receipt of notice of a party's intent to seek arbitration, the parties shall alternately strike

from the panel until one (1) name remains and shall notify the Arbitrator that the grievance has been taken to arbitration. The Arbitrator shall hear the grievance within fifteen (15) days after receipt of the request, unless it is mutually agreed to extend such time limit. The Arbitrator shall render a decision within seven (7) days after the grievance is heard, unless it is mutually agreed to extend such time limit. The Arbitrator may render a decision orally within the time limits and not be in violation of this clause, to be followed up with a written decision within thirty (30) days. The expenses of the arbitration, excluding attorney's fees, shall be borne by the losing party.

9.5.1 Saturday, Sunday and Holidays are deemed excluded from time limits contained in this Article.

9.5.2 The jurisdiction of the Arbitrator shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement.

9.5.3 It is further understood and agreed that the Arbitrator's decision may provide retroactivity not to exceed thirty (30) calendar days from the day of the written filing of the complaint as set forth in Step I of this Article.

9.6 Should either party involved fail to comply with the findings within five (5) days after such written notification from the Arbitrator, unless mutually agreed to extend this time limit, then the other party may take such actions as they deem necessary to enforce the findings and they shall not be considered in violation of any part of this Agreement, except that the terms of this subparagraph shall not apply to any disputes or grievances arising out of the interpretation or application of the provisions in Article 8 (Subcontractors and Other Employers) of this Agreement.

ARTICLE 10

STRIKES AND LOCKOUTS

10.1 Unless otherwise provided herein, it is mutually agreed that there will be no strikes or lockouts, or cessation of work by either party, for the duration of this Agreement. All disputes arising under this Agreement shall be submitted to the procedures for the settlement of disputes as provided in this Agreement and/or any addendum relating thereto.

10.2 It shall not be a violation of this Agreement and shall not be cause for discharge or disciplinary action, in the event an Employee refuses to go through or work behind any primary picket line approved by the Union party to this Agreement.

ARTICLE 11

HIRING

11.1 Non-Discrimination: The Employer and the Union recognize that they are required by law not to discriminate against any person with regard to employment or Union membership because of age, race, religion, color, sex, national origin, physical or mental disability not related to job performance, ancestry, or any other protected class as determined by state or federal law, and hereby declare their acceptance and support of such laws. This shall apply to hiring, registration for employment, placement for employment, training, rates of pay or other forms of compensation, lay-off or termination, and application for admission to Union membership.

11.2 Immigration Reform and Control Act (IRCA): Any referral who is unable to qualify for employment under the provisions of the IRCA shall not be eligible for employment and the attendant benefits therein.

11.3 Workers covered by this Agreement have certain accrued rights or benefits for themselves and their dependents. Such rights are generally continuous while under employment and remain effective until a certain period of time after lay-off or discharge.

11.4 It is recognized within the construction industry that the Union affords the prime source of qualified workers (Operating Engineers). The Employers shall hire qualified Operating Engineers by telephone from the Union dispatcher. Whenever the Employer requires Operating Engineers on any job or project, the Employer shall notify the local Union dispatch office by telephone, stating the location, starting time, approximate duration of the job, the type of equipment to be operated, the work to be performed and the number of workers required. The Union shall give the Employer a copy of the recorded dispatch letter for each Employee hired under this Article.

11.4.1 Government Requirements: The Employer and the Union recognize that an Employer should not lose jobs because of government requirements, which are in conflict with the hiring hall. Therefore, when a government contract or government agency requires a different hiring hall arrangement to meet federal or state requirements, the hiring hall arrangement will be modified to meet the demands of those requirements. It is understood that the hiring hall will be followed as closely as possible without being in conflict with the government requirements.

11.4.2 American Disabilities Act (ADA): The parties to this Agreement recognize the mandate to accommodate the disabled and agree that other provisions of the Agreement notwithstanding, the Employer may take reasonable actions as necessary to accommodate an individual who is or may be disabled.

The Union agrees that it will conduct the affairs of its operations consistent with the requirements of the Americans with Disabilities Act.

11.4.3 The Employer will notify the Union in advance of the commencement of a job with government requirements, and upon request will provide the Union with a copy of those pertinent provisions.

11.4.4 It is also further understood and agreed that this section is not intended to create jobs where none exist.

11.5 Joint Ventures: Any Joint Venture shall have the rights of any of its component individual Employers, and any reorganized company shall retain the privileges of its former position under this Article.

11.6 Transfer Agents: The Employer shall have the right to transfer any or all Operating Engineers employed by said Employer from one job or project within Local No. 701's territorial jurisdiction to another job or project within Local No. 701's territorial jurisdiction, subject to provisions of this Agreement. The Employer shall notify Local No. 701's dispatch office prior to starting work on said job or project. It is understood and agreed for purposes of this Agreement that operations out of a fixed location are considered as one job.

11.7 Composite Crew: Employers may establish for a project or job a crew or crews known as a "composite crew" to be arranged at a pre-job conference or subsequent meetings of the Employer and crafts involved. The composite crew shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the Employees from each craft are assigned to their craft's jurisdiction as far as practical and possible, but not inconsistent with the provision of this Agreement. Any disagreement over this provision may be appealed to the chief representative of the bargaining parties.

11.8 Pre-Job Conference: The Union, through pre-job conference or by virtue of a Memorandum of Understanding between the bargaining representatives of this Agreement and the bargaining representatives of other geographical areas, may allow certain Employees to be brought into the territorial jurisdiction of Local No. 701. Such Employees shall be allowed to remain on the job or project in the classification for which they were cleared (dispatched), only for that project's duration. Such Employees shall not be transferred to another project, acquire call-out status and/or recall privileges by virtue of such employment.

11.9 The transferring of Employees and the hiring of Employees by an Employer signatory to the National Pipeline Agreement for work performed under said Agreement shall be done according to the provisions of said Agreement.

However, such Employees shall be allowed to remain on the job or project in the classification for which they were cleared or dispatched, only for that project's duration. Such Employees shall not be transferred to another project, acquire call-out status and/or any recall privileges by virtue of such employment.

11.10 The referral procedure shall be followed except that:

A. Requests by Employers for a certain worker(s) to act as Foreman shall be honored without regard to the requested worker's place on the Out-of-Work list, providing the requested worker is a member of the Operating Engineers Local 701. The Employer may request an Operating Engineers member from outside Local 701 to act as Foreman provided said member has been employed by the Employer within the preceding twelve (12) month period. However, at no time shall the requested Operating Engineer Foremen from outside Local 701 exceed fifty percent (50%) of Operating Engineer Foremen employed on any job or project.

B. Requests by Employers for a particular worker shall be honored without regard to the requested worker's place on the Out-of-Work list, provided the worker requested is a current member in good standing of Local 701 and is not on the payroll of another Employer and following requirements are met:

- The worker requested is registered on Local 701's Group 1 or Group 2 Out-of-Work list at the time of receipt of the request; or
- The worker requested is registered on Local 701's Out of Work list at the time of receipt of the request, and the requested worker has, for the immediately preceding five (5) year period, been employed for at least three hundred (300) hours in one or more classifications contained in the Master Labor Agreement in the geographical jurisdiction of Local 701, and has been during said five (5) year period properly dispatched by Local 701's Hiring Hall. It shall be the worker's responsibility to establish proof of his/her satisfaction of the above-mentioned requirements; and
- Effective January 1, 2016, a current OSHA 10 card and current first aid card is required for call-out status.
- Section B does not apply to apprentices.

C. When the Employer has a bona fide need, they may order

Operating Engineers with special skills and abilities. The dispatcher shall attempt to refer persons possessing such skills and abilities in the order in which their names appear on the Out-of-Work list.

D. Employees previously selected by the Employer as a Foreman or supervisor (from outside Local 701 jurisdictional area) may not be requested under the terms of this Article for any work classification other than Foreman or supervisor.

11.11 All Operating Engineers selected will be dispatched by the Union dispatch office.

11.12 The Union shall utilize the Health & Welfare, Vacation Savings Plan, Pension and Union records in establishing these accrued rights based on length of employment.

11.12.1 Registration or reregistration of workers for referral shall be accepted by the Union without regard to age, race, color, sex, creed, national origin, or any other protected class as determined by state or federal law, at any time during its customary office hours. All workers shall be registered in order by the date of registration. Workers registered on the Out-of-Work list must contact the Union dispatch office every thirty (30) days or their names shall be struck from the list.

11.12.2 Upon request of an Employer for workers, the Union shall refer qualified Operating Engineers to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this Agreement from the list in the following order of referral, provided any order received by the Dispatch Office after 2:30 p.m., cannot have a reporting time for Employees ordered for any time during the day shift following placement of such order, but may be placed for the second or third shift for the day following placement of said order.

11.12.2.A Workers shall be referred from Group 1 on the basis of objective employment criteria, including experience, competence, residence and duration of the job. Such referrals shall be nondiscriminatory and where workers have equal criteria, all referrals from Group 1 will be in successive order as their names appear on the Out-of-Work list, and when Group 1 has been exhausted;

11.12.2.B Then workers from Group 2 shall be referred on the basis of objective employment criteria, including experience, competence, residence and duration of the job. Such referrals shall be non-discriminatory and where workers have equal criteria, all referrals from Group 2 will be in successive order as their names appear on the Out-of-Work list and when Group 2 has been exhausted;

11.12.2.C Then workers from Group 3 shall be referred on the basis of objective employment criteria, including experience, competence, residence and duration of the job. Such referrals shall be non-discriminatory and where workers have equal criteria, all referrals from Group 3 will be in successive order as their names appear on the Out-of-Work list.

11.12.3 All Operating Engineers except as elsewhere noted in this Article shall be hired and/or rehired in accordance with the length of service with Employers in the Collective Bargaining Unit from the following three groups:

11.12.3.A Group 1: Workers who have (been) employed in work classifications covered by this Agreement and have accrued Group 1 status prior to the signing of this Agreement, or who have been employed by an Employer or Employers, party or parties to this Agreement as Operating Engineers, for an accumulation of three thousand (3,000) hours or more during any three (3) consecutive calendar years and successful completion of three (3) T.S.P.'s shall be classified Group 1. Effective January 1, 2016, to become classified as Group 1 Operating Engineers shall also obtain and possess a current OSHA 10 card and must obtain and possess a current first aid card.

1) Once a worker has acquired Group 1 status, the worker shall retain such status as long as the worker accumulated an aggregate time of at least three hundred (300) hours as an Operating Engineer during the calendar year or one thousand (1,000) hours in two (2) consecutive years. Failure to meet the above requirements will require the successful completion of three (3) T.S.P.'s prior to April 1 of the following calendar year. Failure to meet the above requirements (hours or T.S.P.'s) will result in the loss of Group 1 status.

2) Workers who have acquired Group 1 status shall have such status extended for any period of incapacity, military service, employment by a public, quasi-public or government agency that is signatory to the Union on the type or kind of craft work covered by this Agreement, employed as a Supervisor for an Employer signatory to this Agreement, employed by the Union, employed on any Union related training program, becomes an Owner-Operator and maintain one thousand (1,000) hours each year, is transferred to a job or project in another geographical area or overseas on the type or kind of craft work covered by this Agreement and is continuously employed as such prior to returning to this territorial jurisdiction.

11.12.3.B Group 2: Workers who have been employed by an Employer or Employers, part or parties to this Agreement, as Operating Engineers, for an aggregate time of less than that required for Group 1 status:

1) All workers who have completed a training program sanctioned by Local 701 and completed one (1) T.S.P. shall by virtue of the

experience obtained in the training program, acquire Group 2 status in that classification.

2) All workers who have worked a minimum of one thousand (1,000) hours in the previous calendar year shall acquire Group 2 status.

3) Once a worker has acquired Group 2 status, they shall retain such status by being employed by an Employer or Employers, party or parties to this Agreement for the aggregate time of at least one thousand (1000) hours each calendar year. Failure to acquire one thousand (1,000) hours in any calendar year will result in loss of Group 2 status and on April 1 of the calendar year immediately following such calendar year, will be classified as a Group 3 Worker.

4) All workers who have worked a minimum of one thousand (1,000) hours in the previous calendar year and have successfully completed three (3) T.S.P.'s may apply for Group 1 status.

11.12.3.C Group 3: All workers who do not meet the requirements of either Group 1 or Group 2:

1) Workers in Group 3 shall be dispatched in such a manner that those with the most experience in the trade shall be dispatched first and those with the least experience in the trade, last.

11.13 The Employer may reject any Employee or worker for employment dispatched by the Union Hiring Hall, provided, however, that any such Employee shall be compensated as provided for in Article 13 of this Agreement.

11.14 Any worker who is rejected by the Employer shall be restored to their place on the list for their Group. When a worker is referred for employment and is employed less than thirty (30) calendar days, the Employee shall be restored to their place on the Out-of-Work list for their Group, less the number of calendar days out on dispatch.

11.15 Should the Union be unable to refer qualified workers for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request (Saturdays, Sundays and Holidays excluded) or at the time mutually agreed upon at time of request, or if a worker fails to report to the job site in the agreed time, the Employer shall be free to secure the workers from any source. The Employer shall notify the Local Union promptly of the names, social security numbers and the date of hire of such Employees.

11.16 Any Employee employed by the Employer in violation of this Article shall forfeit all priority rights and shall be removed from the job and re-registered at the bottom of the appropriate list for this Group. Should the Employer fail to

terminate such Employee after receipt of written notice, the Union may take any economic action against the Employer it deems necessary and shall not be in violation of this Agreement.

11.17 If a worker accepts a job referral from the Union and does not report to the job site for work, or if a worker is terminated for just cause, or quits the worker shall be re-registered at the bottom of the appropriate list for their Group.

11.18 Whenever an Employee is discharged and is not eligible for rehire the Union shall be notified within forty-eight hours (48) of such discharge in writing. Without notice to the Union in writing the Employee shall be eligible for rehire. Termination slips stating the reason for termination should be given to all Employees at time of termination.

11.19 When an Employer has Operating Engineers' equipment on the job and does not have an Operating Engineer Employee available on the job site for the work to be performed the Employer shall obtain an Operating Engineer under the terms and conditions of this Agreement. If an Operating Engineer is not available, the Employer may temporarily use other Employees when vacancies are caused by sickness, or other unavoidable absence beyond the control of the Employer. Such work shall in no way prejudice the Union's jurisdiction. When an Operating Engineer becomes available the Employer will replace other Employees on equipment with Operating Engineers.

11.20 Notwithstanding any provisions contained in this Article, an Employer can call an Operator directly without the necessity of calling the Union first providing such Employee has been employed by the Employer within the previous ninety (90) days. In those circumstances when it is impractical to notify the Union first said Employer shall then notify the Union dispatch office within twenty-four (24) hours of such hiring.

11.21 **Qualified Worker Guarantee:** All workers registering on the Group 3 Out-of-Work list must supply letters from previous Employers, training completion certificates, and original certification cards at the time of registration.

11.21.1 Workers from the Group 3 Out-of-Work list who have provided substantiated documentation shall be registered on the Group 3A Out-of-Work list. Workers from the Group 3 Out-of-Work list who have been evaluated by Local 701's training instructors shall be registered on the Group 3A Out-of-Work list provided that such evaluation from Local 701's training center is satisfactory for such placement. All other workers will be registered on Group 3B.

11.21.2 Workers from the Group 3A Out-of-Work list shall be referred before workers on the Group 3B Out-of-Work list. Workers on the Group 3 Out-of-Work lists shall be referred in such a manner that those with the most

experience in the trade shall be dispatched first and those with less experience in the trade last.

11.21.3 Workers on the Out-of-Work list who claim and can verify journeyman membership and dispatch records in another local of the IUOE may be dispatched as Group 3A journeymen by Local 701.

11.21.4 Not Eligible For Dispatch: Whenever a Group 3 Employee dispatched under this system is discharged for lack of skill and ability the Union shall be notified in writing. After two (2) such notifications within any twelve (12) month period the affected Employee will be ineligible to register on the Out-of-Work list until satisfactory completion of a period of off-site training and instruction the length of which will be determined by the Joint Experience Evaluation Committee.

11.21.4.A Group 1 and 2 Employee's dispatched under this system and discharged for lack of skill and ability twice in any twelve (12) month period with notice to the Union in writing will be ineligible for dispatch in that classification from which discharged until satisfactory completion of off-site training and instruction and/or passing a T.S.P. in that classification.

11.21.5 An Employee shall not be discharged without just cause.

11.21.6 When a worker is incapacitated, it is their responsibility to obtain and provide the Unions dispatch office with a full duty work release from a state-licensed physician to be dispatched. If dispatched without proper release notice to the Union, the Employer may discharge the Employee for cause. This paragraph does not apply when an employee is on light duty status with their Employer.

11.22 Joint Experience Evaluation Committee: The parties to this Agreement designate the existing JATC to act as a Joint Experience Evaluation Committee.

11.22.1 The Committee shall supervise and control the operation of the experience evaluation system.

11.22.2 Workers' applications will be examined to determine eligibility for apprenticeship registration in accordance with State-approved selection standards.

11.22.3 Claims for either journeyman dispatch status or applicable previous experience credit for apprenticeship standing shall be evaluated from available documentation.

11.23 Evaluation Disputes: The Committee is empowered to hear and rule on any and all disputes or grievances arising out of the experience evaluation system and is empowered to impose remedies.

11.23.1 Workers shall have a right of appeal to the Committee any disputes or grievance arising out of and related to the operations and/or functioning of the experience evaluation system.

11.23.2 All decisions of the Committee shall be final and binding on all parties including workers registered on the Out-of-Work list. Should the Committee fail to reach a decision on any matter affecting a worker, the matter shall be deemed to be equivalent to Step 3 in the grievance procedure and shall be handled accordingly.

ARTICLE 12

HOURS OF WORK AND TRANSPORTATION

12.1 The official time for the purposes of this Agreement shall be applicable legal time.

12.1.1 The work week shall be forty (40) hours, Monday through Friday, and the workday shall not exceed eight (8) hours per day. All time worked in EXCESS OF THE FOREGOING shall be paid for at the rate of TIME AND ONE-HALF (1-1/2X). SUNDAY, AND HOLIDAY work shall be paid for at the rate of DOUBLE TIME (2X).

12.1.2 Notwithstanding the above, the Employer may establish four-ten (4-10) hour shifts at the straight time hourly rate Monday through Thursday, April 1st of any given year ending October 31st the same year. Failure to work the ten (10) hours per day each day of the four (4) day period shall require overtime over eight (8) hours per day, per paragraph 12.1.1 above, for the entire week. In the event failure to work the four-ten (4-10) minimum is due to actual inclement weather, a Holiday or other conditions beyond the control of the Employer Friday may be used as a make-up day with mutual consent between the Employer and the employee. November 1st through March 31st the Employer and the Union, by mutual agreement, may implement a four-ten (4-10) schedule with a written understanding of conditions.

12.2 Single Shift Operations:

12.2.1 Heavy and Highway: Eight (8) hours work per day between the hours of 5:00 a.m. to 7:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all Employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent.

All time worked in excess of eight (8) hours of continuous shift work shall be paid for at the rate of TIME AND ONE-HALF (1-1/2X).

Work performed on SATURDAYS shall be paid for at the rate of TIME AND ONE-HALF (1-1/2 X).

SUNDAYS AND HOLIDAY work shall be paid for at the rate of DOUBLE TIME (2X).

12.2.2 Building – Eight (8) hours work per day between the hours of 6:00 a.m. to 6:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all Employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent.

All time worked in excess of eight (8) hours (but not more than twelve (12) hours) of continuous shift work shall be paid for at the rate of TIME AND ONE-HALF (1-1/2 X).

Work performed on SATURDAYS shall be paid for at the rate of TIME AND ONE-HALF (1-1/2 X).

All hours worked after twelve (12) hours continuous shift work (including Saturdays) shall be paid for at the rate of two (2X) times the proper hourly rate of pay.

SUNDAYS AND HOLIDAY work shall be paid for at the rate of DOUBLE TIME (2X).

12.3 Two-Shift Operations:

12.3.1 On a two (2) consecutive shift operation, NO SHIFT PENALTY is involved for work performed on either of these two (2) shifts provided the first shift is started no later than 7:00 a.m. and the second shift is started not later than 4:30 p.m. Each shift must be scheduled for at least eight (8) hours except as provided in Article 13.

12.3.2 On a two (2) shift operation when the second shift starts after 4:30 p.m. or later, the second shift shall be paid the applicable hourly wage rate plus five percent (5%) for all hours worked, or second shift differential per paragraph 12.4.2 may be paid. When the second shift starts at 8:00 p.m. or later the shift shall be paid at the applicable hourly wage rate plus ten percent (10%) for all hours worked, or third shift differential per paragraph 12.4.2 may be paid. Each shift must be scheduled for at least eight (8) hours except as provided in Article 13.

12.3.3 Once the starting times are established for the two (2) shift operations, they should not be changed except on Mondays and the Employees shall be notified on Fridays preceding any such change, except in case of emergency.

12.4 Three-Shift Operations:

12.4.1 The Employer may elect to establish a three (3) shift operation. However, with the exception of building construction work, if a three (3) shift operation is established it shall work five (5) or more days commencing with the first day the third shift is employed.

12.4.2 On a three (3) shift operation the first shift shall start between the hours of 6:00 a.m. and not later than 8:00 a.m. and eight (8) consecutive hours (exclusive of a one half (1/2) hour meal period), shall constitute the first shift for which eight (8) hours shall be paid. The second shift shall work seven and one-half (7-1/2) consecutive hours (exclusive of a one half (1/2) hour meal period), for which eight (8) hours shall be paid. The third shift shall work seven (7) consecutive hours (exclusive of a one half (1/2) hour meal period), for which eight (8) hours shall be paid or for scheduled eight (8) hours of work on three-shift operations the applicable hourly wage rate plus five percent (5%) shall be paid to all second shift Employees for all hours worked, and the applicable hourly wage rate plus ten percent (10%) shall be paid to all third shift Employees for all hours worked.

12.4.3 Shift schedule start times and work times shall apply when worked as a three (3) shift operation or worked as a single shift, e.g., third shift 11:30 p.m. through 7:00 a.m. shall have work time equal to seven (7) hours, and a one-half (1/2) hour meal period, for which eight (8) hours shall be paid.

12.4.4 Once the starting times are established for three (3) shift operations, they should not be changed except on Mondays and the Employees should be notified on Fridays preceding any such change.

12.4.5 For the purposes of this Article the second and third shifts shall be considered as a part of the working day on which the first shift started or would have started, if worked.

12.5 OPTIONAL SHIFTS:

12.5.1 An optional shift may be established Monday through Friday, on any job or project when the following conditions exist:

Contract specification with the owner or agency preclude a regular day shift schedule; or

Requires a portion of the project to be performed during a specific window of time.

Said shift shall not be started until the Union has been notified. There shall be no premium or penalty for working an optional shift. Optional shifts shall be scheduled for not less than a minimum of three (3) consecutive days.

12.5.2 Regularly scheduled Sunday night shifts beginning at 6 p.m. or after will be permitted at one and one-half (1-1/2X) the straight time hourly rate for any hours worked prior to midnight Sunday night when contract specifications with the owner or agency preclude a regular day shift schedule and also preclude working Friday evening or night. Sixth (6th) and seventh (7th) days of a week where shifts started Sunday night after 6 PM will be compensated on the sixth (6th) day as Saturday and the seventh (7th) day as Sunday, in accordance with overtime provisions in 12.2 of this Article. All other Sunday work will require normal Sunday overtime rates at (2X) the regular straight time hourly rate. Said shifts shall not be started until the Union has been notified and the issue has been addressed in a letter of understanding.

12.6 Minimum Time Between Shifts:

12.6.1 No Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours.

12.6.2 When an Employee has worked their regular shift and or overtime, the Employee shall not go to work again for the straight time rate until the Employee is relieved for a period of at least eight (8) hours. When an Employee returns to work with less than eight (8) hours off, the Employee shall return to work at the same premium rate that was in effect on the last hour of work.

12.7 Lunch Period:

12.7.1 A regular lunch period of not less than one half (1/2) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event more than five (5) hours from the beginning of the shift. If an Employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, the Employee shall be paid one half (1/2) hour at the applicable overtime rate (wages only, no fringe) and in addition given adequate (a minimum of 30 uninterrupted minutes) time to eat lunch. If the Employee is not given adequate time to eat, the Employee shall then receive an additional half (1/2) hour at the applicable overtime rate (wages only, no fringe) for a total of one (1) hour at the applicable overtime rate.

12.7.2 When an Employee is not given adequate time to eat lunch during the regular shift, an additional one half (1/2) hour penalty (wages only, no fringe) shall be paid if required to work longer than ten (10) hours. Employees who have been given adequate time to eat during the regular shift may be allowed to work twelve (12) hours without a second lunch period penalty. If an Employee works

over twelve (12) hours, the Employee shall be paid a one half (1/2) hour penalty at the applicable overtime rate (wages only, no fringe).

12.8 Moving of Equipment: When equipment, covered by this Agreement, is moved from one construction job to another or from yard to job site, or vice versa, such moving of equipment shall be under the terms and conditions of this Agreement. The Employee moving such equipment will be paid any legitimate expense incurred on such trip and will be given transportation or an allowance therefore from the point of delivery direct to the starting place. The Employee will be paid at the regular straight time wage rate for the actual hours spent on the return trip provided that the Employee shall not be paid more than eight (8) hours at the regular straight time wage rate out of each twenty-four (24) hour period spent in such deadheading.

12.8.1 The Employee shall have no claim to any other travel or subsistence allowance in addition to the payments provided for in this paragraph. The Employee shall furnish receipts for any such expense claimed as having been incurred.

12.9 Other Transportation

12.9.1 The Employer agrees to pay toll fees on bridges and ferries provided the Employees furnish receipts for the same.

12.9.2 The Employer agrees to make every effort to provide suitable parking facilities on all jobs or projects.

12.9.3 Job Site Transportation: Whenever because of remoteness of parking areas, hazardous road conditions, or security restrictions, the Employer is required to furnish transportation for Employees within the job site to the place of their work, the project management and Union will meet to establish any special conditions surrounding such transport of Employees. When the Employer furnishes such transportation to the Employees without cost to them, the equipment shall include seats and protection from the elements, and definite pickup and discharge points shall be determined. Payment of travel, at their regular rate, on the return trip will be paid to all Employees, including discharges and layoffs. If job site negotiations fail, the procedure set forth in this Agreement shall prevail.

12.10 Holidays shall be:

New Year's Day	Decoration Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	

12.10.1 No work shall be performed on Saturday or Sunday immediately following the Thanksgiving Holiday, except when such work must be completed to avoid penalties or meet scheduled shutdown time constraints.

12.10.2 No work shall be performed on Labor Day or Christmas Day, except when life or property is in imminent danger.

12.10.3 Should the Independence Day, Christmas Day, New Year's Day Holiday fall on Saturday, the preceding Friday shall be considered a legal Holiday. Should any of these Holidays fall on Sunday, the following Monday shall be considered a Holiday.

12.10.4 Should an Employee be required to work on Presidential Election Day, arrangements shall be made to allow them ample time to vote. However, the Employer will not be required to pay for any time not worked.

12.11 Payday:

12.11.1 Payday shall be once a week. Employees shall be paid on the job at a mutually convenient location. When daily time and equipment cards are required by the Employer such cards shall be made out on the job during working hours. Employees discharged or terminated shall be paid immediately on discharge or termination by check to the Employee, or mailed and postmarked to the Employee's residence address, or electronically deposited to the Employee's designated account, within twenty-four (24) hours after discharge or termination, shall be deemed in compliance with this Section. When Employees quit of their own accord, they shall receive pay due them not later than the next regular payday. All wages shall be paid by check or electronically deposited to the Employee's designated account and in no event shall the Employer withhold more than one week's wages. At such time as the Employee is paid, the Employee shall be furnished with a personal record indicating straight time and overtime hours paid and all deductions itemized.

12.11.2 If the Employee does not receive payment based on the procedure outlined in 12.11.1 the Employee will notify the Employer and the Union within 72 hours of the missed payment. If the Employer does not pay the Employee within 72 hours of said notice, and the Employer does not dispute that wages are due, the Employee shall receive penalty pay of 4 (four) hours for every 24 hours period that they are not paid, retroactively applied up to and including the regularly scheduled payday in which the payment was due (excluding weekends and Holidays).

12.11.3 If the Employer does not comply with the above procedure as to payment for discharge, termination or quit, the Employee shall be paid for eight (8) hours additional pay at the Employee's straight time rate for each 24-hour period the payment is late (excluding weekends and Holidays) if the Employer

does not dispute wages are due. Payments will be assumed to be correct and there shall be no adjustments made unless the Employee files a protest with the Union within fifteen (15) days after receiving the check.

12.11.4 All Employees employed under this Agreement must first establish all claims against the Employer, either direct or through their Bargaining Agent and under the provisions of this Agreement or hereby waive all legal rights to claims processed otherwise.

ARTICLE 13

REPORTING PAY, MINIMUM PAY AND STANDBY PAY

13.1 Reporting Expense: When qualified Employees report for work as directed and for who no work is provided, they shall be paid fifty dollars (\$50.00) reporting expense unless prevented from working by causes not under the control of the Employer. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that Employees entitled to reporting expense shall not be required to remain on the job site except as provided below.

13.2 Minimum Pay: Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours shall receive pay for the actual time worked. If employees are called in for the sole purpose of administrative tasks, meetings, or training, such call-ins shall be voluntary and shall be paid a minimum of two (2) hours. If the activity exceeds two (2) hours, the employee shall receive pay for actual time attending the activity. If an Employee leaves or quits of their own volition, the Employee shall be paid for actual time worked at the applicable straight and overtime rates. If a new hire is put to work and judged by the Employer to be unsatisfactory, the worker shall be paid only for the actual time worked.

13.3 Time worked and actual time worked shall be paid in not less than one-half (1/2) hour increments.

13.4 Stand-By: On Rain Sensitive work such as Dirt Work, Slab Work, Asphalt Work or in such cases as equipment breakdown, the Employer may request the Employees to remain on the job for up to two (2) hours on a stand-by basis. If not put to work during this two (2) hour period, the Employee shall receive two (2) hours wages plus fringes, but shall not receive the fifty dollars (\$50.00) reporting expense. If put to work, Employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this Article 13.2, this includes any standby hours.

13.5 In case of threat of/inclement weather, the Employer shall provide a phone number for Employees to call, or other acceptable means of communication to advise Employees to report or not to report, prior to the start of the shift. If this is impractical, the Employer shall set up a system of transmitting such advice to a central point or points so that it will not cause a hardship on either the Employee or the Employer.

ARTICLE 14

UNION ADMISSION TO JOB

14.1 Any authorized representative of the Union shall have the right to solicit membership, collect dues, and investigate conditions and other activities relating to work conditions and/or Union membership on the project or job sites at any time. The Union Representative shall work with the authorized representative of the Employer to correct violations existing on any job or project.

14.2 An authorized representative of the Union shall, as a matter of practice on the first visitation to the job or project, report to the job site office of the Employer and introduce themselves by presenting a properly certified credential signed by the Business Manager of Local No. 701. Thereafter, they shall cooperate with the authorized representatives of the Employer in making their presence on the job site known and in carrying out their activities.

14.3 On projects which are under security regulations, the Employer shall cooperate with the Union representative. The Employer will notify the Union representative of all equipment being utilized on such projects.

14.4 Should the Employer refuse any authorized representative of the Union admission to the job or project at any time, the Business Manager is free to take any economic action against the Employer deemed necessary and such actions shall not be considered a violation of this Agreement.

ARTICLE 15

JOB STEWARDS

15.1 The Union shall appoint a Job Steward or Stewards whenever the Union deems them necessary or appropriate.

15.2 Job Stewards shall be working Employees who shall in addition to their regular assigned work, be permitted to perform the duties set forth herein, without disrupting others at work.

15.3 The job steward shall:

15.3.1 Bring to the attention of the Employer and/or Business Representative any alleged infraction of the terms and conditions of this Agreement and attempt to resolve same.

15.3.2 Check all Employees performing work covered by terms and conditions of this Agreement to ascertain proper clearance and/or dispatch.

15.4 The Union shall notify the Employer in writing of the appointment of any Job Steward. The Employer shall notify the Union in writing two (2) working days prior to the termination of any Job Steward, unless there are grounds for termination that justify immediate dismissal or suspension, at which time the Union shall be notified immediately of the nature and reason for the termination.

15.5 Stewards shall not be discharged or laid off for performing duties as Job Steward in accordance with this Article. The Job Steward shall remain on the job or project as long as there is work in a classification, they are capable of performing, providing, however, the Job Steward will not replace long time Employees.

ARTICLE 16

HEALTH LAWS AND SAFETY MEASURES

16.1 The Employer and the Employees shall comply with all applicable federal and state laws governing safety. The Employer shall provide safeguards, safety devices and protective equipment to protect the life and health of Employees on the job. The Employee shall use all protective equipment required, shall perform all work in a safe manner and shall comply with the Employer's safety regulations.

16.2 Cool, clean, potable drinking water containers with cups shall be kept in close proximity to the Employees.

16.3 The Employer shall furnish all safety equipment (such as hard hats, goggles, earplugs, hat liners if needed or required). The Employer shall furnish physical examinations when required by state or federal agencies for employees who have been employed for 3 consecutive months or greater. Physical examinations may be required by the Employer. Drug and Alcohol, Baseline Hearing, and Fitness for Duty Testing are permitted under the conditions as outlined in Sections 16.14, 16.15, and 16.16 of this Article.

16.4 The Employer shall make an effort to assist the Employees in maintaining their Commercial Driver's License so that no on-the-job infractions occur that are within the Employer's control to prevent. The Employer shall maintain the equipment, insure that Employees are within the DOT drive time requirements, and secure all required travel permits. Employees shall perform

pre-job checks and maintain their medical certification and logbooks, and shall ensure trucks are properly loaded (material)/secured (equipment).

16.5 The Employer shall notify the Union immediately of all injuries of a critical nature.

16.6 In case an Employee believes the Foreman has instructed the Employee to work under unsafe conditions, the Employee shall have the right to refuse to do so; however, the Employee may be assigned to other work. No Employee shall be terminated for refusing to work under hazardous conditions.

16.7 The Employer and the Union agree that no Employee shall work on any job or project alone during the hours of darkness.

16.8 There will be safety meetings held on the job site, during working hours, at such times as the Employer shall designate to discuss problems of safety. Such meetings shall be held on the Employer's time and the Job Steward may assist the Employer in conducting safety meetings.

16.9 To ensure safety, to eliminate unnecessary occupational accidents, and to protect the Employees from the elements, the Employers agree that:

16.9.1 Equipment shall be properly cabbed, screened and rollover type cabs or canopies installed. Curtains, umbrellas, heaters, summer, and winter fans shall be installed as necessary to protect the Employees. Small equipment, e.g., curb extrusion machines, ditch witches, small dozer or loaders used where a height obstruction (such as inside buildings, under conveyor belts, etc.) would prevent the installation of a canopy, will not require a canopy. However, every effort shall be made to ensure that these small pieces of equipment are utilized in a safe manner. Additionally, asphalt and concrete paving machines and surfacing rollers shall only be required to meet OSHA standards. However, adequate weather protection must be provided to protect the Employees (not protective clothing).

16.9.2 Employers shall use their best efforts to eliminate noise and fumes from exhaust on equipment.

16.9.3 Seats on all equipment must have reasonable padding and comfort for the Employee and shall be maintained.

16.9.4 Heaters and air-conditioners shall be provided on all owned, leased, or rented Tower Cranes. The units shall be maintained in good working condition and be of sufficient BTU to control the cab environment.

16.10 If an Employee finds it necessary or otherwise refuses to operate a machine because of safety, it shall be a violation of this Agreement for the

Employer to reassign that machine until it has been checked out by a qualified Operating Engineer Master Mechanic, Mechanic Foreman, or Equipment Foreman (if the job does not have such, then the Superintendent) and properly repaired.

16.11 No Operating Engineer Employee, while operating a piece of “heavy equipment”, shall cross either a highway or train track without the Employer providing flagmen or signal light. In lightly traveled areas this provision shall not apply unless required by an agency or owner.

16.12 Any Employee injured on a job or project while working for an Employer shall be rehired by said Employer whenever the Employee is released from the doctor to return to work, providing there is a job available that the Employee can be assigned to. If no job is available, the Employee shall be given preferential treatment in Article 11 (Hiring). Such injured worker shall be given an Out-of-Work date coinciding with the date of the job accident.

16.13 Both parties agree that Operating Engineers working in the construction industry may be subjected to various inherent, hazardous conditions such as heat, smoke, dust, noise, etc. which could be detrimental to their health, therefore, both parties pledge their mutual cooperation in rectifying such conditions.

16.14 Drug and Alcohol Testing: Labor and Management agree that it is in the best interests of all to promote a drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

16.14.1 The Employer has the right to screen Employees for drugs as a condition of employment, as long as the Substance Abuse Policy is in compliance with state and federal laws.

16.14.2 All testing will be paid for by the Employer. If the Employee’s test results are negative, the Employee will be paid their scheduled hourly wage rate and fringe for the time required to take the test. This paragraph applies to Drug and Alcohol testing when continuous with employment, if not paid under this provision, then 16.14.3 is applicable.

16.14.3 Prospective Employees

Prospective Employees who test negative for a Drug and Alcohol Test conducted in compliance with the aforementioned policy, will be reimbursed fifty dollars (\$50.00) for taking such test. This expenditure is not for time worked, but for the undetermined amount of expense by the prospective Employee prior to being put on an Employer’s payroll.

16.14.4 The following provision applies to Employees who have been terminated for failure to pass a substance abuse test, the Employee shall be registered on the bottom of the appropriate Out-of-Work list for which they qualify. Should the Employee be terminated a second time for failure to pass a substance abuse test, the Employee shall be denied use of all hiring facilities within the area covered by this Agreement until they have successfully completed a State-certified drug/alcohol program or have been released for employment purposes by a State-certified counselor and continues to remain free of all prohibited substances as defined in the applicable Drug and Alcohol policies.

In order to protect the privacy of all Employees, termination notices under this section must be sent "Personal and Confidential" to:

Business Manager
I.U.O.E. Local 701
555 East First Street
Gladstone, Oregon 97027

16.15 Base-Line Hearing Evaluation: The parties recognize the need for a base-line hearing evaluation. The base-line hearing evaluation is intended to be informative and may not be a condition of employment.

16.15.1 All testing will be paid for by the Employer. The Employee will be paid their scheduled hourly wage rate and fringe for the time required to take the test. This paragraph applies to hearing tests when continuous with employment, if not paid under this provision, then 16.15.2 is applicable.

16.15.2 Prospective Employees:

Prospective Employees who undergo a hearing test will be reimbursed fifty dollars (\$50.00) for taking such test. This expenditure is not for time worked but for the undetermined amount of expense by the prospective Employee prior to being put on the Employer's payroll.

16.16 Fitness for Duty Evaluation: The parties agree that it is in the best interests of all to promote a safe and healthy work environment and both pledge to work within their own areas of influence and to cooperate to that end. The Employer may require an Employee to undergo a Fitness for Duty Evaluation. The cost associated with the Fitness for Duty Evaluation will be the sole responsibility of the Employer.

16.16.1 The Employer has the right to screen Employees for Fitness for Duty as a condition of employment, as long as the above is in compliance with the law and such testing is conducted by a State-licensed Practitioner.

16.16.2 Prospective Employees:

Prospective Employees who undergo a fitness for duty test, will be reimbursed one hundred twenty dollars (\$120.00) for taking such test. This expenditure is not for time worked, but for the undetermined amount of expense by the prospective Employee prior to being put on the Employer's payroll.

16.17 Should the Drug and Alcohol Testing, the Base-Line Hearing Evaluation and the Fitness for Duty Evaluation be conducted at the same time, payment of two hundred dollars (\$200.00) shall be considered payment for all tests.

The Employer may choose to do one (1) or all tests noted above. If more than one (1) testing facility is used to complete such testing, testing will be structured by the Employer so as not to burden the Employee with multiple days of testing.

ARTICLE 17

MANNING CONDITIONS

17.1 Foreman

17.1.1 When an Employer has four (4) or more Operating Engineers employed on a job or project for any one (1) shift, the Employer shall designate one (1) Employee as an equipment Foreman under the terms and conditions of this agreement. Such Foreman shall be a member of the craft.

17.1.2 The designated Foreman may operate equipment or use tools of the trade, but only when the Foreman's crew is working. On a crew utilizing six (6) or more pieces of equipment and/or eight (8) or more Operating Engineers under his supervision the Foreman shall not operate equipment and/or use the tools of the trade.

17.1.3 Where an Employer regularly has six (6) or more heavy-duty repairmen employed on the job or project for any one (1) shift, such Employer shall designate one (1) Employee as a Foreman, who may use the tools of the trade when the basic crew is working, said Employee shall receive Foreman wages.

17.2 Unless otherwise provided herein, equipment listed in Schedule A shall be assembled, disassembled, repaired, serviced, and operated exclusively by Operating Engineers dispatched and covered by the terms and conditions of this Agreement.

17.3 Asphalt Plant, Concrete Batch Plant, and Crusher Crews

17.3.1 Asphalt Plant, Concrete Batch Plant, and Crusher Crews shall consist of an Operating Engineer. Any additional workers required in the operation of the plant shall be a member of the craft.

17.3.2 Due to technological advances in the Employer's equipment, crew composition on asphalt plants, concrete batch plants, and crushers will be reviewed and if necessary, negotiated on an individual basis.

17.4 Crane Crews

Craft Advancement and Historic Craft Jurisdiction: The Employer agrees in order to maintain the craft of the Operating Engineer and its historic portable and hoisting legacy, the Employer will make every effort to employ a rigger/signal-person in addition to the Crane Operator for the purpose of training future Operating Engineers and Crane Operators.

17.4.1.a Assistant to the Operator: If an Operating Engineer needs assistance in the operations, assembling and disassembling servicing and maintenance of Operating Engineer equipment, such assistance will be provided by an Operating Engineer. When cranes require boom dollies, mounting or removing of counterweights, trailers or any other type of conveyance to transport any attachment or part of the crane, an Assistant to the Operator is required.

17.4.1.b Safe Crane Operations: The Union and Employer agree to work together to address hazards associated with crane operations, on work sites, and during load handling activities. The parties agree to follow industry standards in order to establish uniform load handling practices among the Employers signatory hereto, and the Union to prevent or minimize injury to Employees.

17.4.1.c Cranes shall be rated at the highest capacity and shall not be de-rated for the purpose of utilizing only one (1) Operating Engineer.

17.4.1.d Hydraulic Cranes: Crews on all hydraulic truck mounted cranes of forty (40) ton or larger shall consist of an Operator and it shall require an Assistant to the Operator (Oiler).

17.4.1.e Hydraulic Truck Cranes: Fifty (50) ton and under with factory manufactured remote controls, which allow the crane to be operated and driven on the jobsite from the same seat and the same set of controls and used for hook work only shall not require an Assistant to the Operator. When remote controls are inoperative an Assistant to the Operator (Oiler) is required.

17.4.1.f Hydraulic Boom Crawler Cranes: One hundred (100) tons and under used for hook work only shall not require an Assistant to the Operator. If

any attachments are used, including but not limited to, pile driver, draglines, clamshells, suspended equipment, or workers, etc., crews shall consist of an Operator and shall require an Assistant to the Operator (Oiler).

17.4.1.g Hydraulic Boom Crawler Cranes: One hundred (100) tons and over, crews shall consist of an Operator and shall require an Assistant to the Operator (Oiler).

17.4.1.h Rough Terrain Cranes: Up to and including one hundred thirty-one (131) tons when used for hook work only shall not require an Assistant to the Operator. If any attachments are used, including but not limited to, pile driver, draglines, clamshells, suspended equipment, or workers, etc., crews shall consist of an Operator and shall require an Assistant to the Operator (Oiler).

17.4.1.i Rough Terrain Cranes: One hundred thirty two (132) ton and over, crews shall consist of an Operator and shall require an Assistant to the Operator (Oiler).

17.4.1.j Boom Trucks: Sixty-five (65) tons and under used for hook work only shall not require an Assistant to the Operator (Oiler). If any attachments are used, including but not limited to, pile driver, draglines, clamshells, suspended equipment, or workers, etc., crews shall consist of an Operator and shall require an Assistant to the Operator (Oiler).

17.4.2 Lattice Boom Cranes: Crews on all track or truck cranes and/or similar equipment thirty ton (30) and over shall consist of an Operator and shall require an Assistant to the Operator (Oiler).

17.5 Floating Cranes and/or Derrick Barges

17.5.1 All floating cranes and/or derrick barges using diesel and/or electric power shall have a crew of not less than an Operator and one (1) other member of the craft who shall be paid not less than Group 4.

17.5.2 Floating cranes/clamshells will only be covered by this agreement when used for dredging on a heavy construction project (i.e., bridges, piers).

17.6 Tower Cranes: Crews on tower cranes shall consist of an Operator and the crews used in the jacking of the tower cranes shall be members of the craft.

17.6.1 Parking Reimbursement: Parking space or reimbursement shall be provided for operators of tower cranes **and personnel/material movement elevators on building projects in metropolitan areas.**

17.7 Trenching Machines: Crews on all trenching machines shall consist of an Operating Engineer. However, if an Employee is used to assist the Operator to check grade, to service and maintain the machine, the Employee shall be a member of the craft and come under the terms and conditions of this Agreement.

17.8 Drilling: When an additional Employee is required by the Employer to assist the Operator on core, cable, rotary and exploratory drilling machines, and mobile type mixers with hoist combinations, they shall be members of the craft and come under the terms and conditions of the Agreement.

17.9 Signal Equipment: When signal equipment (bells, phones, lights, radio, or similar device) is used to relay signals to an Operating Engineer (on any equipment) the Signaller or Bellman shall be a member of the craft and come under the terms and conditions of this Agreement. (This does not include hand signaling ordinarily performed by other crafts.)

17.10 Hydraulic Hoe: Hydraulic hoes and scoopers, rubber tires or crawler shall not require an Assistant to the Operator. However, if an Employee is used to check grade, to assist the Operator, to service and/or maintain the hoe, the Employee shall be a member of the craft and come under the terms and conditions of this Agreement.

17.11 Remote Control

17.11.1 Not more than two (2) individually powered pieces of earthmoving equipment shall be operated by remote control by a single Operator. The Remote-Control Operator shall be a member of the craft and come under the terms and conditions of this Agreement.

17.11.2 Not more than two (2) pieces of earthmoving equipment shall be coupled together (cats – scraper – trains) and operated by one (1) Operator.

17.12 Multiple Conveyor Belts: When multiple conveyor belts are used for hoisting or spreading concrete (or other related use) such multiple belt systems shall be manned by an Operator and when an Assistant is required, the Employee shall be a member of the craft. If a single belt conveyor (other than those operated in conjunction with an established plant) has an Operator, the Employee shall be a member of the craft.

17.13 Paving Machines: Crews on concrete paving machines, asphalt paving machines, autograders, shall consist of an Operator, and if any additional workers are needed, they shall be members of the craft.

17.14 Concrete Pumps: Crews on concrete pumps shall consist of an Operating Engineer. If additional Operators are required, in the opinion of the Employer, they shall be Operating Engineers.

17.15 Pile Drivers: Crews on Pile Drivers Auger Cast Piling shall consist of at least an Operator and an Assistant to the Operator. Crews on Floating Fixed Lead Pile Drivers shall consist of at least an Operator and an Assistant to the Operator. It is mutually agreed by the parties to this agreement that operation of the Hammer is the craftwork of Operating Engineers.

17.16 Helicopters: When helicopters are used for erection or other Operating Engineers work, the operation, servicing and repair of said helicopter shall exclusively come under the terms and conditions of this Agreement. Such helicopter shall be manned by at least a Helicopter Operator, also a Helicopter Hoist Operator and a Radio Signaller stationed on the ground, when used and/or required.

17.17 Guardrail Equipment: All guardrail equipment shall be assembled, disassembled, repaired, serviced and operated exclusively by Operating Engineers dispatched and covered by the terms and conditions of this Agreement. Cranes or similar lifting devices shall be manned by an Operator and an Assistant to the Operator.

17.18 Pumps, Compressors, Generators and/or Welding Machines: All pumps, compressors, generators and/or welding machines will be serviced and maintained exclusively by Operating Engineers, and if an Employee is used to operate said equipment the Employee shall be an Operating Engineer.

17.19 If an Employer violates any provision of this Article, it shall not be a violation of this Agreement for the Union to refuse to operate said equipment.

17.20 Automatic Elevators: Automatic elevators used primarily to carry personnel and tools but also occasionally used for transporting small amounts of material not on a regular basis shall not require an Operating Engineer. If an Elevator Operator is needed, the Employee shall be an Operating Engineer.

17.21 Roto-Mill (Grinder)/Concrete Profiler

17.21.1 Crews on Roto-Mills (Grinders) with cutter or mandrel of six (6) feet or larger shall consist of an Operator and Assistant to the Operator (ground-man). A second Assistant when required shall be a member of the craft.

17.21.2 Crews on Roto-Mills (Grinders) with cutter or mandrel under six (6) feet shall consist of an Operator. When assistance is required, the Employee shall be a member of the craft.

17.21.3 Crews on Diamond Head concrete profilers shall consist of an Operator. When assistance is required, the Employee shall be a member of the craft.

17.22 Field Survey/Grade Setter/Grade Checker

17.22.1 Field Survey work shall be that work performed by such Employees in connection with the establishment of control points governing construction operations when performed by the Individual Employer on any type of home, office or commercial building construction. "Control points governing construction operations" shall be defined as such vertical and horizontal controls as must be established in connection with site preparation work before actual construction can get underway.

17.22.2 Grade Setter work shall be that work performed by such Employees in connection with the establishment of setting grade for layout from control points, blueprints, GPS data collectors (rovers) and any other means of layout methods.

17.22.3 Grade Checker work shall be that work performed by such Employees in connection with the checking of grade from the layout of grade setter.

ARTICLE 18

OPERATING CONDITIONS

18.1 All parties to this Agreement shall use their best efforts to improve the utilization of manpower in the construction industry so that every Employee on the job shall be engaged in productive work during the shift as reasonably possible.

18.1.1 As technology progresses and new pieces of equipment or attachments to traditional equipment are developed the Union and the Employer agree that it is in their best interests to promote technical training to the Employees to increase their skill in operating and repairing equipment used within the jurisdiction of the Union.

18.2 The operation of, (including starting, stopping, servicing, and maintaining) equipment listed in Schedule A on any job or project is exclusively the craft work of Operating Engineers, and assignment of said operation shall be made to an Operating Engineer covered by the terms and conditions of this Agreement.

18.2.1 Under special circumstances, where an Employer already utilizes an Operating Engineer for non-full-time work of four hours or less in any one (1)

day, the Employer may use Operating Engineer supervision for incidental work that day.

18.2.2 The above provision will only apply to equipment requiring an Operator with a classification lower than Group 4.

18.2.3 When an Employer does not have regular Employees available at the job site, they may employ without regard to craft jurisdiction when the following conditions exist:

- A.** Unexpected vacancies caused by sickness or other unavoidable absences beyond the control of the Employer, and/or
- B.** Where less than one (1) day's work must be performed, and Operating Engineers are not immediately available.

18.2.4 In such cases the Employee shall be paid the rate for the classification of the work, which they are required to do, or the rate for the classification under which they were working immediately prior to the temporary assignment, whichever rate is higher.

18.2.5 In no event will the above conditions be permitted beyond one (1) day, nor will the temporary assignment be considered as a permanent assignment of work. Employers found violating this Article shall be considered in breach of contract and subject to Settlement of Disputes Article 9.

18.2.6 Violations of Paragraphs 18.2, 18.2.1, 18.2.2, 18.2.3, 18.2.4 and 18.2.5 above shall be resolved by the normal grievance procedures.

18.3 When there is equipment to be operated before the shift begins or after it ends or on Saturdays, Sundays or Holidays, the regular Operator on the affected shift shall be given first choice, provided the operation is the same.

18.4 When a piece of equipment requires an Assistant to the Operator operating said equipment, such Assistant will be a member of the craft including Grade Checkers.

18.5 No Operating Engineer shall be required to perform any work outside craft jurisdiction. However, it is the intent of the parties to this Agreement that Operating Engineer Employees be productively engaged in work.

18.6 When an Employee is assigned to work of a higher classification during the working day, the Employee shall be paid the higher wage rate for the day involved. No Employee may perform two (2) job classifications nor operate more than one (1) piece of equipment at the same time (one (1) piece of equipment must be shut down or operated by another Operator).

18.7 The Employer shall furnish protective clothing in wet tunnels.

18.8 Assistants to the Operators shall be allowed actual time at overtime rate when required to “oil or fire up” prior to start of shift or at end of shift.

18.9 All underwater equipment used to excavate and/or place material is craft work of Operating Engineers and as such shall come under the terms and conditions of this Agreement.

18.10 It is mutually agreed by the parties to this Agreement that should a dispute arise concerning the measurement of bucket capacity of any piece of equipment that such dispute shall be referred to a reputable independent engineering or testing firm for determination and all costs incurred shall be borne by the losing party.

18.11 Whenever a piece of equipment becomes inoperable after the start of a shift the Operator and Assistant to the Operator (if applicable) shall be reassigned to another piece of equipment if available. If no other equipment is available, they may be retained for the balance of the shift to assist in the repair of said machine.

18.12 Where an Assistant to the Operator is required, but there is not a full day's Operating Engineer work, the Employee may agree to do other available work. If the Employee does not agree to do the other available work, the Employee may be sent home for the balance of the day and be paid for actual time worked. The Employee shall not be discharged or otherwise prejudiced because of refusal to perform non-operating engineer work.

18.13 It is understood and agreed by the parties to this Agreement that hoisting is the craftwork of the Operating Engineers and as such comes under the terms and conditions of this Agreement.

18.14 Operating Engineers shall assemble and disassemble cranes, booms, plants, and all other equipment operated by Operating Engineers covered by this Agreement.

18.15 Owner-Operator

18.15.1 The parties understand and agree that a primary purpose of this Agreement is to preserve work, which has traditionally been performed by Employees in the bargaining unit.

18.15.2 Except as provided in paragraph 18.15.4, the work covered by this Agreement at the job site shall not be subcontracted or otherwise transferred by the Employer but shall be performed by Employees working under the terms and conditions of this Agreement.

18.15.3 Owner-Operators performing work covered by this Agreement at the job site shall be paid wages and fringe benefits by the Employer and are subject to all the terms and conditions of this Agreement, the hiring hall only being excepted. The Employer agrees to retain and exercise the right of control over such Owner-Operators where such persons are performing operating engineer work on behalf of the Employer. Such persons are acknowledged to be and, in all respects, will be treated as Employees of the Employer. The Owner-Operator shall be carried on the payroll of the individual Employer as an Operating Engineer. Owner-Operators will be given separate payroll and equipment checks.

18.15.4 Notwithstanding any other provisions of this Article, an Employer may subcontract the performance of bargaining unit work in accordance with Article 8.

ARTICLE 19

WARRANTY AND REPAIR WORK

19.1 Employees covered by this Agreement shall be used on all maintenance, servicing and repair work except that machinery covered by a manufacturer's written guarantee is not subject to this Agreement under the following conditions:

19.1.1 No warranty shall run for a period of more than one thousand (1,000) hour-meter hours or working hours.

19.1.2 The term "equipment" or "machinery" means a complete unit such as a shovel, crane, tractor, scraper, compressor, etc., and does not include component assemblies such as motors, transmissions, etc., which are installed in equipment. The intent of this paragraph is to stop the practice of chain warranties.

19.1.3 Equipment, which is rented, leased, or is on a rental purchase contract, in which ownership resides in the dealer, shall be considered to belong to the Employer for the purpose of this Article.

19.1.4 On used equipment, a dealer's warranty shall not exceed three hundred (300) hours.

19.1.5 Warranty Mechanics shall supervise such work at or near the job site and use the tools of the trade assisted on all work by Employees covered by the terms and conditions of this Agreement. Warranty Mechanics shall not work at a ratio greater than two Warranty Mechanics for each Employer Mechanic.

19.2 When the Union is unable to supply the personnel required to perform the non-warranty work covered by this Article, the Employer may hire from other sources but in no event may personnel hired from other sources engage in work covered by this Article except on the basis of a one-to-one ratio with mechanics hired through the hiring hall.

ARTICLE 20

TOOLS

20.1 Heavy Duty Repairmen and/or Welders

20.1.1 Heavy Duty Repairmen and/or Welders shall furnish their own hand tools up to and including three-quarters (3/4) inch drive. However, the Employer shall furnish all special tools as needed, such as: socket wrenches and sockets over three-quarters (3/4) inch drive, hand wrenches two (2) inches or over, pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxyacetylene hoses, gauges, torches and tips, twenty-four (24) inch pipe wrenches, jacks, comealongs, bars other than small cat bar, twenty-four (24) inch crescent wrenches and hammers over five (5) lbs.

20.2 The Employer agrees to provide an adequate, dry and safe place for the storage of Employee's tools, which may be necessary in the performance of work. The Employer agrees that while such tools are in the Employer's custody, and providing that the Employee has locked these tools in an adequate toolbox, the Employer will carry insurance or assume personal liability therefore to cover the full value of such tools which may be lost because of fire, flood or theft (through forced entry). Tools broken in the course of employment will be replaced or reimbursement therefore will be made by the Employer upon the presentation of satisfactory evidence.

20.2.1 In order to obtain the benefits of this paragraph, a Heavy-Duty Repairman and/or Welder must provide the individual Employer with an inventory of their tools at the time the Employee commences work and an additional inventory when tools are added to or subtracted from the Employers' storage area. If the inventory is to be checked by the Employer, it shall be on the Employer's time.

20.3 Heavy Duty Repairmen and/or Welders shall not rent, lease, or otherwise furnish their own transportation on the job or project.

ARTICLE 21

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ARTICLE 22

This Article Intentionally Left Blank

ARTICLE 23

HEALTH AND WELFARE

23.1 In addition to the wage scales and other monetary provisions listed in this Agreement and/or Schedule A herein, all persons, firms or corporations who are signatory parties, or who become signatory parties to this Agreement, shall pay into the existing AGC-Operating Engineer Trust Fund, for the purpose of providing Health and Welfare benefits for hours worked by (or paid) to all eligible Employees covered by this Agreement, the contribution rates as specified in Schedule A per compensable hour for the appropriate year. Such payments shall be received by the Trust office on or before the 20th day of each month in accordance with all requirements of the Trust Agreement and Trust Plan document. The applicable provisions of the existing Trust Agreement and Plan document, and any amendments thereto, are hereby adopted for the period covered by this Agreement or any renewal or extension thereof, and the Fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for the contributions referred to herein above.

23.2 In the event an Employer fails to make the monetary contributions in conformity with this Article, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement, except that the terms of this subparagraph shall not be applied in regard to any contributions which are due or claimed to be due as a result of the application of the provisions in Article 8 of this Agreement.

23.3 The Trust Fund created and/or perpetuated by this Agreement and/or prior Agreements, shall be the AGC-Operating Engineer Health and Welfare Fund and shall be one that is jointly established and equally administered by four (4) trustees each from the Employers and Employees. Said Trust Fund is for the purpose of providing Health and Welfare benefits to the Operating Engineer Employees covered by this Agreement and their families.

ARTICLE 24

PENSION

24.1 In addition to wage scales and other monetary provisions listed in this Agreement and/or Schedule A herein, all persons, firms or corporations who are signatory parties, or who become signatory parties to this Agreement, shall pay into the existing AGC-Operating Engineer Trust Fund, for the purpose of providing Pension and/or related benefits for hours worked by (or paid) to all eligible Employees covered by this Agreement, the contribution rates as specified in Schedule A per compensable hour for the appropriate year. Such payments shall be received by the Trust office on or before the 20th day of each month in accordance with the requirements of the Trust Agreement and Trust Plan document. The applicable provisions of the existing Trust Agreement and Plan document, and any amendment thereto, are hereby adopted for the period covered by this Agreement or any renewal or extension thereof, and the Fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for the contributions referred to herein above.

24.2 In the event an Employer fails to make monetary contributions in conformity with this Article of the Agreement, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement, except that the term of this subparagraph shall not be applied in regard to any contributions which are due or claimed to be due as a result of the application of the provisions in Article 8 of this Agreement.

24.3 The Trust Fund created and/or perpetuated by this Agreement and/or prior Agreements, shall be the Operating Engineer Pension Fund and shall be one that is jointly established and equally administered by four (4) trustees each from the Employers and Employees. Said Trust Fund is for the purpose of providing Pension benefits to the Operating Engineer Employees covered by this Agreement, and their families.

ARTICLE 25

OPERATING ENGINEERS VACATION SAVINGS PLAN

25.1 The Employer agrees to contribute to vacation savings in the amount specified in Schedule A for every hour worked from the Employee's pay every pay period after taxes have been assessed and remit same to the fringe benefit administrator for each Employee in accordance with this Article on the transmittal forms used for fringe benefit contributions to be deposited at the Operating Engineers Local 3 Federal Credit Union. The pro-rata costs of such

forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

25.2 The parties agree that this Agreement requires contributions by the Employer to a vacation account, in the name of each Employee that the Employee may cash out or use for any purpose, including purposes covered by the Washington State Paid Sick Leave Law (RCW 49.46) or any other like ordinance. The parties have signed a Memorandum of Understanding. Incorporated into this Agreement. that provides equivalent sick leave provisions to meet the requirements of RCW 49.46.200 through 49.46.830. Any reference to "deduction" for Vacation shall be amended to reference "an after-tax Employer contribution" in Schedule A and other sections of this Agreement.

ARTICLE 26

TRAINING PROGRAM APPRENTICESHIP AND TRAINING

26.1 Training Program

26.1.1 A Training Fund has been established by the Employers and the Union. Trustees for the Training Fund shall consist of four (4) trustees appointed by the AGC and four (4) trustees appointed by the Union. All provisions of the Trust Document established by the Trustees are hereby adopted for the period covered by this Agreement or any renewal or extension thereof. **The Employer and the Union shall work together to find the opportunities for members in good standing to further their education at the International Training Center.**

26.1.2 In addition to the wage scales listed in Schedule A, all persons, firms, or corporations who are signatory parties, or who become signatory parties to this Agreement shall pay into the existing International Union of Operating Engineers, Local 701-AGC Training Trust Fund, for the purpose of providing training benefits for hours worked by (or paid) to all eligible Employees covered by this Agreement, the contribution rates as specified in Schedule A per compensable hour for the appropriate year. Such payments shall be received by the Trust office on or before the 20th day of each month in accordance with the requirements of the Trust Agreement and Plan document, and any amendments.

26.1.3 In the event an Employer fails to make the monetary contributions in conformity with this Article, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement, except that the terms of this subparagraph shall not be applied in regard to any contributions which are due or claimed to be due as a result of the application of the provisions in Article 8 of this Agreement.

26.2 Apprenticeship and Training

26.2.1 The Employer and Union mutually agree to actively promote and participate in joint apprenticeship and journeyman up-grade training programs designed to provide an adequate supply of skilled workers. In addition to the joint apprenticeship and journeyman up-grade training programs, the Union and Employers will meet to review the specific training needs of the Employers as they relate to their classification of work performed.

If a new training topic is found, the existing sub-committee will review the specific skill sets, cost, and overall time commitment needed, and report this to the Training Trust board members for review and consideration. This sub-committee will not have the authority to initiate, introduce, or begin a new training course without the approval of the Training Trust board.

26.2.2 Such programs which exist or are developed to achieve this end and are supported in whole or part from funds derived from this Agreement shall:

A. Be jointly administered by equal representation of Association appointees and Union appointees.

B. Comply with all applicable state and federal rules, regulations, laws or court orders governing the same.

26.3 Employment for apprentices may be provided in any work classification including operating classifications as well as all Assistant to the Operator classifications (i.e. Oiler, Heavy Duty Repairer Helper, Deckhand, etc.) described in Schedule A, "Group Classifications" of the Agreement.

26.4 Employment for apprentices shall be in accordance with the following ratios, which are to be based on the Employer's Operating Engineer workforce employed within the territory of this Agreement.

26.4.1 On any project on which the individual Employer employs (excluding supervision):

1-5 Operating Engineers	3 Apprentices Permitted
6-8 Operating Engineers	1 Apprentice Required, 4 Total Permitted
9-18 Operating Engineers	2 Apprentices Required, 5 Total Permitted
19-24 Operating Engineers	3 Apprentices Required, 6 Total Permitted
25-29 Operating Engineers	3 Apprentices Required, 7 Total Permitted
30 or more Operating Engineers	1 Add'l Apprentice Required for each 10 Operating Engineers. 1 Add'l Apprentice Permitted for each 5 Operating Engineers.

In no event shall an Employer exceed the permitted ratios without the express permission of the Committee.

26.4.2 When an Employer has several concurrent small projects in an area, these several jobs may, at the option of the Employer, be considered as one project for ratio determination purposes only.

26.5 So that continuity of training of Apprentices shall be maximized, there shall be no restrictions on the transfer of Apprentices of an individual Employer working within the territory of this Agreement.

26.6 When projects are subject to Old Work Protection or Special Job Agreement terms, those terms shall apply to Apprentices (duly registered as Apprentices in the IUOE Local 701 / AGC JATC) in any classification (i.e., Universal Equipment Operator, etc.)

26.7 Any Employer signatory to this Agreement and the Union agree to be bound by all Apprentice Standards and referral procedures which presently exist or are subsequently approved or modified by the parties.

26.8 Such training will be provided on the construction job site by the Employer, under the supervision of an Operating Engineer.

26.9 An Apprentice or Trainee will be removed from the job for just cause by the Employer upon receipt of request from the appropriate Apprenticeship and/or Training Committee.

26.10 **Training for Journeymen:** The Association and Union jointly agree that increased available training for the Operating Engineer workforce is a goal during the life of this agreement. This joint endeavor is conditional upon available training resources and is intended to be attained without unreasonable cost burdens to the Training Trust. These Training goals are categorized as follows:

26.11 **Special Needs Training (i.e., Crane Safety, Training, Competent Person, Hazardous Waste, etc.):** When the Employer has a need for Special Needs Journeyman training, consistent with the annually published Engineer Training Program schedule of classes, training will be provided at no cost to the Employer when a sufficient number of Employees are available for classes and a program curriculum exists. In those circumstances where a program curriculum does not exist, the Employer may request through the Engineers Training Board of Trustees (AGC/701 Training Trust), that consideration be given to the development of an industry program.

26.12 **Craft Equipment Training:** Shall be defined as hands-on formal classroom and practical field experience under the supervision of Engineer Training Program Instructors at the Training facility. An Employer or Journey-Level individual can individually request focused training on craft equipment during those periods identified in the annually published Engineer Training Program schedule of classes. These training periods will be coordinated to accommodate those areas of Employer/Journey-Level interest most in demand or need.

26.13 Foreman Training/Foreman Supervisory Skills: The Association, the Union, and the respective training affiliates agree to commence efforts on Journeyman upgrade training programs, which focus on Foremen's supervisory skills and responsibilities.

26.14 Premium for Foreman: See Schedule A.

ARTICLE 27

CONSTRUCTION INDUSTRY PROMOTION

27.1 A Construction Industry Promotion Fund is established by virtue of this Agreement and a Declaration of Trust document has been drafted by the AGC and the Operating Engineers Union. Such Trust shall continue in full force and effect during the term of this Agreement. Such Trust is established for the purpose of supporting programs of industry promotion, such programs are to serve to expand the market for the services of the building and construction industry, stabilize and improve Employer-Union relations and promote, support, and improve employment opportunities for the Employee. All Employers signatory to this Agreement, or who become signatory, or otherwise come under the scope of this Agreement, shall contribute a monetary amount as set forth in Schedule A per hour worked by Employees covered under this Agreement into said Trust fund. Contributions will be made on the same form as other AGC-Operating Engineers Trust payments.

27.2 In addition to the wage scales listed in Schedule A, all persons, parties, firms or corporations as listed in Schedule B or otherwise coming under the scope of this Agreement who are, or may become signatory to this Agreement, agrees to deduct, from the net pay after taxes of each Employee performing work covered by the terms of this Agreement the sum set forth in Schedule A and remit same to AGC-Operating Engineers Trust Funds. Contributions will be made on the same form as other AGC-Operating Engineer Trust Fund payments. These funds will be remitted to the Construction Industry Promotion Fund for disbursement and utilization to support programs of industry promotion.

This process will be administered through The Joint Board of Trustees.

ARTICLE 28

UNION CONTRACTOR GROUP (UCG)

A Union Contractor Group (UCG) is established by virtue of this Agreement and a Declaration of Trust document has been drafted by the AGC,

such Trust shall continue in full force and effect during the term of this Agreement. All Employers signatory to this Collective Bargaining Agreement, or who become signatory, or otherwise come under the scope of this Agreement, shall contribute a monetary amount as set forth in Schedule A per hour worked by Employees covered under this Agreement into said Trust Fund. UCG remittances will be made on the same forms as other AGC-Operating Engineer Trust Funds payments.

ARTICLE 29

UNION PROGRAMS FUND (UPF)

The Employer agrees to deduct a monetary amount as set forth in Schedule A per compensable hour from the net pay (after taxes) of each Employee performing work covered by the terms of this Agreement for the Union Programs Fund (UPF). It is understood the Employer will remit each month the UPF deducted in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro rata costs of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

ARTICLE 30

JOINT LABOR MANAGEMENT COMMITTEE

30.1 The signatory parties adopt as part of this Agreement any attached addendums or supplements negotiated between the Union and the Association.

30.2 Joint Labor Management Committee

30.2.1 There shall be created a Joint Labor Management Committee (JLMC) whose primary purpose shall be to improve communications and understanding on issues of common interest to both parties. The purpose of the JLMC is to discuss, explore and study problems referred to it by the parties of this Agreement.

30.2.2 Consistent with that recognition, the parties will meet to monitor the effectiveness of this Agreement relative to specific geographic or market areas, review safety issues and increase safety awareness in the construction industry, and workforce development issues. JLMC discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

30.2.3 The JLMC shall be composed of an equal number of labor and management representatives not to exceed six (6) individuals. A representative from the Federal Mediation and Conciliation Service shall be invited to provide

the initial training for the JLMC and may thereafter be invited to attend and participate in JLMC meetings at the request of the JLMC Co-Chairs.

30.2.4 The JLMC shall meet at least every six (6) months and meetings shall be of such duration as mutually agreed upon by the JLMC Co-Chairs.

30.2.5 The JLMC shall be directed by the Labor and Management Co-Chairs, who shall alternately be responsible for conducting the meetings of the JLMC. The Co-Chairs shall be jointly responsible for scheduling meetings at mutually agreeable times and dates and shall jointly cause an agenda to be prepared for each meeting, which shall be distributed to all members at least seven (7) days prior to the meeting.

ARTICLE 31

WAGE SCALES

31.1 Old Work Protection

31.1.1 All private sector work in progress or bid, which was covered by the scope of the previous agreement, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect in the previous agreement for the remainder of the calendar year.

31.1.2 Public Work performed under the provisions of a prevailing wage statute shall be administered under the protection already provided in Schedule A.

31.2 See Schedule A, Wage and Fringe Benefit Schedules, for group wage rates, fringe benefits, and deduction schedules. Employer paid contributions or fringe benefits include Health and Welfare, Defined Benefit Pension, Defined Contribution Pension, Training, Union Contractor Group (UCG), and Construction Industry Promotion (CIP) as displayed below the wage classification table. Employee deductions are Vacation Savings Plan, Union Dues, Construction Industry Promotion (CIP), and Union Program Fund (UPF), also displayed below the wage classification table. Schedule A as shown is effective for calendar years 2023-2025. The Union will provide periodic updates to the Employer. Additions of classifications, manning or applicable wage scales for the purpose of clarification may be made from time to time when signed by the parties hereto and shall be attached to Schedule A.

31.3 The parties hereto recognize that there may be agreements which will be supplemental to this Agreement containing certain conditions which are applicable only to those Employers engaged in a specific type of work. The Employer and the Union must mutually agree before the Employers qualify for a supplemental agreement, otherwise the terms and conditions of the Master

Agreement will remain in full force and effect. The application of, and conditions contained within any supplemental agreements are incorporated herein by reference.

31.4 When new and substantially different types of equipment or machines are put into operation, for which present classifications, manning and wage rates are not applicable, the Employer shall notify the Union, and the Employer and/or AGC Representative agrees to meet with the Union within ten (10) working days, to agree upon a classification, wage rates and manning provisions for said equipment. Such wage rates shall be retroactive to date equipment is placed into service.

31.5 In the event that the parties are unable to agree upon the new provisions within thirty (30) days, both parties agree to submit their final proposed provisions to the Arbitrator within ten (10) days. The Arbitrator must choose one or the other of the proposed provisions (without compromise) within seven (7) days.

ARTICLE 32

JURISDICTIONAL DISPUTES

32.1 Employers shall make all work assignments as follows:

32.1.1 In accordance with the terms of an existing Labor Agreement providing for such work.

32.1.2 In accordance with the terms of any International and/or Local Agreements and/or Memorandum of Understandings between the signatory Union and any other Union.

32.1.3 In accordance with area practices of local building trades.

32.2 If the Employer has complied with the provisions of Paragraphs 32.1, 32.1.1, 32.1.2 and 32.1.3 and receives written notification of two or more Unions contesting the work assignment, the Employer shall maintain his work assignment until the dispute has been resolved in accordance with the following procedure:

32.2.1 Contesting Unions and the Employer shall attempt to resolve disputes. If unable to do so within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;

32.2.2 The parties to this Agreement shall meet for the purpose of resolving the dispute. If unable to resolve said dispute within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;

32.2.3 The parties to this Agreement will refer said dispute(s) to their International Union and National AGC Offices. If they are unable to resolve said dispute within five (5) days (Saturday, Sunday, and Holidays excluded) then;

32.2.4 The parties to this Agreement shall have exhausted their internal remedies and may then seek resolution through the NLRB and/or the courts. No legal action may be initiated before such internal remedies are exhausted.

32.3 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes. Failure to follow the above procedures shall be a breach of contract.

ARTICLE 33

RECIPROCITY

If Local 701 has entered into a reciprocity agreement with a sister Local outside the jurisdiction of this Agreement providing that an Employer covered by this Agreement may bring its key Employees with it into Local 701's jurisdiction or the Employers may take key Employees to a sister locals jurisdiction, said Employer shall be permitted to make contributions to the members home Local's Trust Fund on behalf of its key Employees. In the event the total contributions required where the work is performed is higher than the home local's fringe the difference shall be paid to the Employee as part of their wages, or the difference may be reallocated to the members home local's fringe benefit plan per agreement between the Union and the Employer.

ARTICLE 34

UNION DUES DEDUCTION

34.1 Upon presentation of a proper authorization form executed by the individual Employee, the Employer agrees to deduct two percent (2%) of the Employee's gross pay and remit same to the Union in accordance with Local Union By-Laws and applicable law. It is understood the Employers will remit each month the Union dues deducted in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro rata costs of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

34.1.1 The Employee shall supply the authorization forms to the Union and the Employer is under no obligation to solicit Employees for authorization.

34.1.2 The Union guarantees that the Union dues to be deducted shall be the uniform amount applicable to all members of the Union covered by this Agreement as established by the membership through their duly elected delegates in accordance with the Union Constitution. The Union guarantees that the Union dues collected in this matter shall not be used as a strike fund against the Employer part to this Agreement. Should the Union violate either provision of this paragraph this Article shall be null and void for the remaining period of this Agreement.

34.1.3 This procedure shall not be applicable to initiation fees, fines or readmission fees.

34.1.4 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article or in reliance on any list, notice, or assignment furnished the Employer by the Union or Employee under this Article.

ARTICLE 35

ADOPTION OF ADDENDUMS

The signatory parties adopt as a part of this Agreement any attached Addendums, Supplements, or extensions negotiated between Operating Engineers Local 701 and The Associated General Contractors.

ARTICLE 36

GUARANTEE OF AUTHORITY

36.1 The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent.

36.1.1 In witness whereof, this Agreement has been executed by the parties hereto and ratified and accepted by the signatory members of the Oregon-Columbia Chapter, The Associated General Contractors of America, Inc., subscribing to this Agreement, and by the International Union of Operating Engineers, Local No. 701 on behalf of its respective Local Union this ____ Day of _____, 2023 at Gladstone, Oregon.

**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

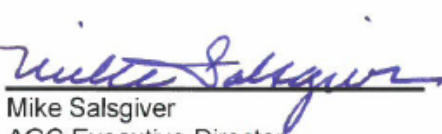
By: 
James Anderson, Business Manager &
Financial Secretary

By: 
Darren Glebe, President

By: 
Nathan Stokes, Treasurer

**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

SCHEDULE A

OPERATING ENGINEERS WAGE & FRINGE BENEFIT SCHEDULE EFFECTIVE: January 1, 2023 to December 31, 2023

Group	Zone 1	Zone 2 (\$3.00)	Zone 3 (\$6.00)
1	\$54.13	\$57.13	\$60.13
1A	\$56.29	\$59.29	\$62.29
1B	\$58.45	\$61.45	\$64.45
2	\$52.22	\$55.22	\$58.22
3	\$51.07	\$54.07	\$57.07
4	\$47.74	\$50.74	\$53.74
5	\$46.50	\$49.50	\$52.50
6	\$43.28	\$46.28	\$49.28

FRINGE BENEFITS

Health & Welfare	\$8.10
Pension-Defined Benefit	\$6.15
Pension-Defined Contribution	\$1.50
Local 701 Training Fund	\$0.85
Int'l Training Fund	\$0.05
Union Contractor Group (UCG)	\$0.05
Construction Industry Promotion	\$0.03

DEDUCTIONS

Union Dues – 2% of gross wage.

Construction Industry Promotion (CIP) – \$0.03 per compensable hour.

Union Programs Fund (UPF) – \$0.10 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar fifty cents (\$1.50) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

SCHEDULE A

OPERATING ENGINEERS WAGE & FRINGE BENEFIT SCHEDULE EFFECTIVE: January 1, 2024 to December 31, 2024

Group	Zone 1	Zone 2 (\$3.00)	Zone 3 (\$6.00)
1	\$56.66	\$59.66	\$62.66
1A	\$58.82	\$61.82	\$64.82
1B	\$60.98	\$63.98	\$66.98
2	\$54.75	\$57.75	\$60.75
3	\$53.60	\$56.60	\$59.60
4	\$50.27	\$53.27	\$56.27
5	\$49.03	\$52.03	\$55.03
6	\$45.81	\$48.81	\$51.81

FRINGE BENEFITS

Health & Welfare	\$8.10
Pension-Defined Benefit	\$6.40
Pension-Defined Contribution	\$1.50
Local 701 Training Fund	\$0.85
Int'l Training Fund	\$0.05
Union Contractor Group (UCG)	\$0.05
Construction Industry Promotion	\$0.03

DEDUCTIONS

Union Dues – 2% of gross wage.

Construction Industry Promotion (CIP) – \$0.03 per compensable hour.

Union Programs Fund (UPF) – \$0.10 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar fifty cents (\$1.50) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

SCHEDULE A

OPERATING ENGINEERS WAGE & FRINGE BENEFIT SCHEDULE EFFECTIVE: January 1, 2025 to December 31, 2025

Group	Zone 1	Zone 2 (\$3.00)	Zone 3 (\$6.00)
1	\$58.94	\$61.94	\$64.94
1A	\$61.10	\$64.10	\$67.10
1B	\$63.26	\$66.26	\$69.26
2	\$57.03	\$60.03	\$63.03
3	\$55.88	\$58.88	\$61.88
4	\$52.55	\$55.55	\$58.55
5	\$51.31	\$54.31	\$57.31
6	\$48.09	\$51.09	\$54.09

FRINGE BENEFITS

Health & Welfare	\$8.10
Pension-Defined Benefit	\$6.40
Pension-Defined Contribution	\$1.75
Local 701 Training Fund	\$0.85
Int'l Training Fund	\$0.05
Union Contractor Group (UCG)	\$0.05
Construction Industry Promotion	\$0.03

DEDUCTIONS

Union Dues – 2% of gross wage.

Construction Industry Promotion (CIP) – \$0.03 per compensable hour.

Union Programs Fund (UPF) – \$0.10 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar fifty cents (\$1.50) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

OLD WORK PROTECTION

Public Work performed under the provisions of a prevailing wage statute shall be administered under the protections already provided herein. Wages and benefits shall roll forward once the work protection provided herein expires.

PUBLIC WORKS PROJECT DAVIS-BACON ACT AND RELATED STATUTES ORS 279C.800 TO 279C.870

In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established or established by the Secretary of the United States Department of Labor (pursuant to 40 USC 276(a)), or by the Commissioner of the Oregon Bureau of Labor and Industries (BOLI) (pursuant to ORS 279C.800 to 279C.870), or by the Director of the Washington Department of Labor and Industries (L & I) (pursuant to RCW 39.12), the predetermined wage and fringe rate shall apply for the first twenty-four (24) months of the project from the award date.

The Health and Welfare contribution rate can be increased to a maximum additional Fifty Cents (\$0.50) during the initial twenty-four (24) months worked under the terms of this Public Works Provision. Increases will be only for maintenance of benefits.

The total determined package may be reallocated. In the event an Employer utilizes this Article on a job or project whose duration is longer than the duration of this Agreement, the Employer shall enter into a project agreement for the duration of the job or project. The project agreement shall incorporate the terms and conditions of this Agreement.

**SUMMARY OF WAGES AND FRINGE BENEFITS
SCHEDULE A
INTERNATIONAL UNION OF OPERATING ENGINEERS
Local No. 701**

Territory: This Agreement shall cover the entire State of Oregon, and the following area in the State of Washington: The counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum, and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean and the Pacific Ocean bordering the territorial jurisdiction of this Agreement.

Effective Date: This Agreement shall become effective as of January 1, 2023 and shall expire December 31, 2025. Health and Welfare, Pension, Vacation Savings Plan, and Training Programs as shown are effective for the 2023 calendar year. Those sections will be updated annually as determined by Article 1 of this Agreement.

Overtime Rates:

- Daily and Saturdays – Time and one-half (1-1/2X)
- Sundays and Holidays – Double time (2X)
- After twelve (12) hours (Building Construction) – Double time (2X)

Holidays: See Article 12 for details

- New Year's Day
- Decoration Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Should the Independence Day, Christmas Day, New Year's Day Holiday fall on Saturday, the preceding Friday shall be considered a legal Holiday. Should any of these Holidays fall on Sunday, the following Monday shall be considered a Holiday.

Fringe Benefits: Employer-paid fringe benefit amounts will be updated annually as determined by the terms of this Agreement. The amounts shown below are effective for the 2023 calendar year.

- **Health and Welfare:** Eight dollars and ten cents (\$8.10) per compensable hour worked or paid for. See Article 23 for details.
- **Pension Plans:** See Article 24 for details.
 - **Defined Benefit Plan:** Six dollars and fifteen cents (\$6.15) per compensable hour worked or paid for.
 - **Defined Contribution Plan:** One Dollar and fifty cents (\$1.50) per compensable hour worked or paid for.
- **Training:** Eighty-five cents (\$0.85) per compensable hour worked or paid for. See Article 26 for details.
- **International Training:** Five cents (\$0.05) per compensable hour worked or paid for.
- **Construction Industry Promotion (CIP):** Three cents (\$0.03) per compensable hour worked or paid for. See Article 27 for details.
- **Union Contractor Group (UCG):** Five cents (\$0.05) per compensable hour worked or paid for. See Article 28 for details.

Deductions:

- **Construction Industry Promotion (CIP):** Three cents (\$0.03) deduction per compensable hour worked or paid for. See Article 27 for details.
- **Union Dues:** Two percent (2%) of gross wage, in accordance with Article 34.
- **Union Programs Fund (UPF):** Ten cents (\$0.10) deduction per compensable hour worked or paid for. See Article 29 for details.

After-Tax Employer Contribution

- **Vacation Savings Plan:** One dollar and fifty cents (\$1.50) per hour worked, paid as an after-tax contribution. See Article 25 for details.

Premiums:

- **Foreman:** Five percent (5%) per hour above the highest paid classification under the foreman's supervision.

- **Underground Work:** Premium pay of forty cents (\$0.40) per hour above the classification rate applicable for any and all work performed underground, including operating, servicing and repairing of equipment. Such premium pay shall be paid for the entire shift worked.
- **Working Suspended:** Fifty cents (\$0.50) premium pay above the classification rate per hour shall be paid any Employee who works suspended by a rope or cable and shall apply for the full shift.
- **Pioneering:** Fifty cents (\$0.50) premium pay above the classification rate per hour shall be paid Employees who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.
- **Hazardous Waste**
 - Class "C" Suit - applicable scale plus one dollar (\$1.00) per hour
 - Class “B” Suit – applicable scale plus one dollar and fifty cents (\$1.50) per hour
 - Class “A” Suit – applicable scale plus two dollars (\$2.00) per hour

MEMORANDUM OF UNDERSTANDING
APPRENTICE WAGE SCHEDULE

It is hereby understood and agreed that this Memorandum of Understanding be incorporated and made a part of the Master Agreement between the Oregon-Columbia Chapter, AGC and the International Union of Operating Engineers Local Union No. 701, entered into on the 1st day of January 2023, for the period January 1, 2023 to December 31, 2025.

It has always been the intent of the parties to allow the full zone wage differential to Operating Engineer Apprentices. The Apprentice receives a percentage of Zone “A” base wage plus the full zone differential. Therefore, by way of example, a beginning apprentice working in a Group 4 classification in Zone “2” would receive Eighty Percent (80%) x Group 4 (Zone 1 is \$47.74) = \$38.19 + Zone “2” differential of three dollars (\$3.00) for a total of \$41.19. An Eighty Percent (80%) apprentice receives the Health and Welfare fringe benefit ONLY, full fringe benefits are not paid on Apprentices until they have been rated to Eighty-Five Percent (85%) or higher.

The progressive wage rate to be paid applies to all Apprentices regardless of their Major including Construction Surveyor and Heavy-Duty Repairer is:

Period	Hour Range	Percentage of Journeyman wage	Fringe Benefit	Fringe contribution
1st	0-2000	80%	H & W Only	Current H & W Rate
2nd	2001-4000	85%	Full Fringe	Current rate per hour
3rd	4001-6000	90%	Full Fringe	Current rate per hour
4th	6001-8000	95%	Full Fringe	Current rate per hour

Heavy Duty Repairer Standards: The average wage for those Journeymen employed by the participating Employer in the occupation on January 1, 2023, is \$47.74 per hour.

The progressive wage rate to be paid the Apprentice is:

Period	Hour Range	Percentage of Journeyman wage	Fringe Benefit	Fringe contribution
1st	0-2000	80%	H & W Only	Current H & W Rate
2nd	2001-3000	85%	Full Fringe	Current rate per hour
3rd	3001-4000	90%	Full Fringe	Current rate per hour
4th	4001-6000	95%	Full Fringe	Current rate per hour

The average wage in this occupation will be updated by the Apprenticeship Committee at least annually and will be recorded in the minutes of the Apprenticeship Committee.

Construction Surveyor Standards: The average wage for those Journeymen employed by the participating Employer in the occupation on January 1, 2023 is 43.28 per hour.

The progressive wage rate to be paid the Apprentice is:

Period	Hour Range	Percentage of Journeyman wage	Fringe Benefit	Fringe contribution
1st	0-2000	80%	H & W Only	Current H & W Rate
2nd	2001-3000	85%	Full Fringe	Current rate per hour
3rd	3001-4000	90%	Full Fringe	Current rate per hour
4th	4001-6000	95%	Full Fringe	Current rate per hour

Notwithstanding the foregoing, the full fringe contribution shall be made to the Defined Benefit Pension, the Defined Contribution Pension, the Vacation Savings Plan, and the Training Plans of the AGC-International Union of Operating Engineers Local 701 Trust Fund, no later than the earlier of the first day of the plan year after or the date which is six months after the Apprentice is at least age 21, and has 1,000 hours of service in the first anniversary year of employment or any plan year that begins after the first hour of service, as provided for participation in such Plans.


This Memorandum of Understanding shall be effective upon the date of signing (July 27, 1981) as amended and revised this 1st day of January 2023 and shall not create any liability on the part of the Employer for failure to comply with this intent of the parties prior to the date of signing.

The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent.

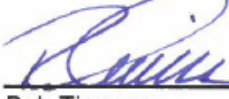
**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

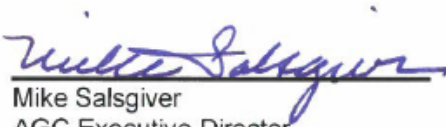
By: 
James Anderson, Business Manager &
Financial Secretary

By: 
Darren Glebe, President

By: 
Nathan Stokes, Treasurer

**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

ZONE PAY DIFFERENTIAL

1. The parties to the Agreement recognize that because of remoteness of area and other reasons, there is a great inequity between the living expenses of an Employee providing for themselves and their family in the major metropolitan areas and those of an Employee working in the remote areas within the large geographical area of this Agreement, and therefore, adopt the following provisions for wage scales as identified in the established wage/zone schedule attached.

2. For the following metropolitan counties: Multnomah; Clackamas; Marion; Yamhill; Washington; Columbia; Clark; and Cowlitz County, Washington with modifications as indicated:

A. All jobs or projects located in Multnomah, Clackamas, and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "blast zone" that begins at Mile Post 29 on Highway 504 shall receive Zone 1 for all classifications as listed in Schedule A.

B. All jobs or projects located in the area outside the Identified Boundary above, but less than FIFTY (50) MILES from the Portland City Hall shall receive Zone 2 Pay for all classifications as listed in Schedule A.

C. All jobs or projects located MORE THAN FIFTY (50) MILES from Portland City Hall, but outside the identified border above, shall receive Zone 3 Pay for all classifications as listed in Schedule A.

3. For the following cities: Albany; Bend; Coos Bay; Eugene; Grants Pass; Klamath Falls; Medford; Roseburg.

A. All jobs or projects located WITHIN THIRTY (30) MILES of the respective city hall of the above-mentioned cities shall receive Zone 1 pay for all classifications as listed in Schedule A.

B. All jobs or projects located MORE THAN THIRTY (30) MILES and LESS THAN 50 MILES from the respective city hall of the above-mentioned cities shall receive Zone 2 Pay for all classifications as listed in Schedule A.

C. All jobs or projects located MORE THAN FIFTY (50) MILES from the respective city hall of the above-mentioned cities shall receive Zone 3 Pay for all classifications as listed in Schedule A.

4. WAGE ZONE SCHEDULE:

Effective January 1, 2023

- **ZONE 1 – BASE RATE**
- **ZONE 2 – BASE RATE PLUS: \$3.00**
- **ZONE 3 – BASE RATE PLUS: \$6.00**

5. It is agreed that for the purpose of determining the proper wage scale under this Agreement:

A. All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction work is located, shall be considered the center of the project (end of measurement).

B. All related jobs or projects (such as a crusher's location) shall, for the purpose of determining the proper pay zone rates, be considered as a part of the prime job, with the exception of jetties which for the purpose of this Agreement, will have separate locations and may, therefore, have a different pay zone for the quarry and jetty sites.

6. The Employer agrees to pay toll fees on bridges and ferries provided the Employees shall furnish receipts for same.

7. The Employer agrees to make every effort to provide suitable parking facilities on all jobs or projects, excluding building construction in metropolitan areas.

8. **Job Site Transportation:** Whenever because of remoteness of parking areas, hazardous road conditions, or security restrictions, the Employer is required to furnish transportation for Employees within the job site to the place of their work, the project Management and Union will meet to establish any special conditions surrounding such transport of Employees. When the Employer furnishes such transportation to the Employees without cost to them, the equipment shall include seats and protection from the elements and definite

pickup and discharge points shall be determined. Payment of travel, at their regular rate, on the return trip will be paid to all Employees, including discharges and layoffs. If job site negotiations fail, the procedure set forth in this Agreement shall prevail.

9. It is understood and agreed for purposes of this Agreement that all operations out of a fixed location are considered as one job.

10. No travel time, transportation reimbursement, or subsistence is payable under this Agreement, except as provided elsewhere in this Agreement (Article 12, Paragraphs 12.8 and 12.8.1, covering the movement of equipment and deadheading).

GROUP CLASSIFICATIONS

- 1.** All attachments towed, unless otherwise listed, take the rate of Power Unit towing.
- 2.** Equipment attachments shall take the group rate for the equipment it is attached to.
- 3.** Measurements are S.A.E. Rating.
- 4.** All Crane tonnage is maximum safe lifting capacity of the machine.
- 5.** Crane rates apply when driving or pulling piling.
- 6.** When crane or boom type lifting devices are attached on any piece of equipment the higher rate (crane or whatever the equipment is) shall apply.
- 7.** Listing of machine classifications in groups is for convenience of finding and in no way does it restrict any machine and/or classification.
- 8.** Assistant to the Operator classification may include any of the following: Assistant Conveyor Operator, Brakeman, Deckhand, Crusher Feeder, Diesel Electric Engineer, Drill Assistant, Drill Locator, H.D Repairman Assistant, Oiler, Auger Oiler, Screed, Truck Crane Oiler, Guardrail Punch Oiler, Plant Oiler, Switchman, Signalman, Grade Oiler, Welder's Assistant.
- 9.** Standard operating weights or manufacturers operating weight are base weights computed for units with standard equipment, counterweight, rollover protective structures, full fuel tanks, and 175-LB operators.
- 10.** Equipment horsepower rating, flywheel horsepower shall be considered first. If no flywheel horsepower is listed, then SAE net horsepower will be used.

CLASSIFICATIONS

Group 1
Concrete Batch Plant and or Wet mix three (3) units or more
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton (Diesel Electric Engineer required)
Crane, two hundred (200) ton through two hundred ninety-nine (299) ton with two-hundred-foot (200') boom or less (including jib, inserts and/or attachments) (Assistant to the Operator required)
Crane, ninety (90) ton through one hundred ninety-nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments) (Assistant to the Operator required)
Crane, Tower Crane with one hundred seventy-five-foot (175') tower or less and with less than two hundred foot (200') jib
Crane, Whirley ninety (90) ton and over (Assistant to the Operator required)
Helicopter when used in erecting work
Tunnel Boring Machine
Tunnel, Micro Boring Tunnel Machine
Group 1A
Chief of Parties
Crane, floating two hundred fifty (250) ton and over (Diesel Electric Engineer and Deckhand required)
Crane, two hundred (200) ton through two hundred ninety-nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments) (Assistant to the Operator required)
Crane, three hundred (300) ton through three hundred ninety-nine (399) ton (Assistant to the Operator required)
Crane, Tower Crane with over one hundred seventy-five-foot (175') tower or over two hundred foot (200') jib
Crane, tower Crane on rail system or 2 nd tower or more in work radius
Group 1B
Crane, three hundred (300) ton through three hundred ninety-nine (399) ton, with over two-hundred-foot (200') boom (including jib, inserts and/or attachments) (Assistant to the Operator required)
Floating crane, three hundred fifty (350) ton and over (Diesel-Electric Engineer and Deckhand required)
Crane, four hundred (400) ton and over (Assistant to the Operator required)

Group 2
Asphalt Plant (any type) (Assistant to the Operator required)
Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over
Auto Grader or "Trimmer" (Grade Checker required)
Blade, Robotic
Bulldozer, Robotic Equipment (any type)
Bulldozer, over one hundred twenty thousand (120,000) lbs. and above
Canal Trimmer (Grade Oiler required)
Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum
Concrete Canal Liner Operator (Assistant to the Operator required)
Concrete Diamond Head Profiler
Concrete, Automatic Slip Form Paver (Assistant to the Operator required)
Crane, Boom Truck fifty (50) ton and with over one hundred fifty-foot (150') boom and over (see Article 17 to determine if an Assistant to the Operator is required)
Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton (Diesel-Electric Engineer required)
Crane, Cableway twenty-five (25) ton and over
Crane, Floating Clamshell three (3) cu. Yds. And over (Diesel-Electric Engineer required)
Crane, ninety (90) ton through one hundred ninety-nine (199) ton up to and including two-hundred-foot (200') boom (including jib inserts and/or attachments) (Assistant to the Operator required)
Crane, fifty (50) ton through eighty-nine (89) ton with over one hundred fifty-foot (150') boom (including jib inserts and/or attachments) (see Article 17 to determine if an Assistant to the Operator is required)
Crane, Whirley under ninety (90) ton (Assistant to the Operator required)
Crusher Plant (subject to Article 17 – Manning Conditions)
Drone
Excavator over one hundred thirty thousand (130,000) lbs.
Heavy Equipment Robotics Operator or Mechanic
Loader one hundred twenty thousand (120,000) lbs. and above
Master environmental Maintenance Mechanic
Party Chief
Remote Controlled Earth Moving Equipment
Shovel, Dragline, Clamshell, five (5) cu. Yds. And over (see Article 17 to determine if an Assistant to the Operator is required)
Underwater Equipment remote or otherwise, when used in construction work
Wheel Excavator any size (Grade Oiler required)
Group 3
Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.
Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty-foot

(150') boom (see Article 17 to determine if an Assistant to the Operator is required)
Crane, fifty (50) ton through eighty-nine (89) ton with one hundred fifty-foot (150') boom or less (including jib inserts and/or attachments) (Assistant to the Operator required)
Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds. (Assistant to the Operator required)
Excavator over eighty-five thousand (85,000) lbs. through one hundred thirty thousand (130,000) lbs.
Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.
Group 4
Asphalt, Screed
Asphalt Paver (Screed Man required)
Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut
Asphalt, Recycle Machine
Asphalt, Material Transfer Vehicle Operator
Back Filling Machine (Assistant to the Operator required)
Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments
Blade (any type)
Boatman, Licensed
Boring Machine (Assistant to the Operator required)
Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.
Cable-Plow (any type)
Cableway up to twenty-five (25) ton
Cat Drill (John Henry)
Challenger
Chippers (Assistant to the Operator required)
Combination Heavy Duty Mechanic-Welder, when required to do both
Compactor, multi-engine
Compactor, Robotic
Compactor with blade self-propelled
Concrete, Breaker (Assistant to the Operator required)
Concrete, Grout Plant
Concrete, Mixer Mobile
Concrete, Paving Road Mixer
Concrete, Reinforced Tank Banding Machine (Assistant to the Operator required)
Crane, Boom Truck twenty (20) ton and under fifty (50) ton
Crane, Bridge Locomotive, Gantry and Overhead (Assistant to the Operator required)
Crane, Carry Deck, Spider Crane, and similar types

Crane, Chicago Boom and similar types
Crane, Derrick Operator, under one hundred (100) ton (two (2) Operators required when swing control is remote from hoist)
Crane, Floating Clamshell, Dragline, etc. under three (3) cu. yds. Or less than thirty (30) ton (Diesel-Electric Engineer required)
Crane, under fifty (50) ton
Crane, Quick Tower under one-hundred-foot (100') in height and less than one hundred fifty-foot (150') jib (on rail included)
Diesel-Electric Engineer (Plant or Floating)
Directional Drill over twenty thousand (20,000) lbs. pullback
Drill Cat Operator
Drill Doctor and/or Bit Grinder
Drill, Oscillator
Driller, Percussion, Diamond, Core, Cable, Rotary and similar type
Excavator Operator over twenty thousand (20,000) lbs. through eighty-five thousand (85,000) lbs.
Generator Operator
Grade Setter/layout from plans
Grade-all
Guardrail Machines, i.e., punch, auger, etc.
Hammer Operator (Piledriver)
Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over
Hoist, two (2) drums or more
Hydro Axe (loader mounted or similar type)
Jack Operator, Elevating Barges, Barge Operator, self-unloading (Assistant to the Operator required)
Loader Operator, front end and overhead, twenty-five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.
Log Skidders
Mechanic, Heavy Duty
Piledriver Operator (not crane type) (Assistant to the Operator required)
Pipe, Bending, Cleaning, Doping and Wrapping Machines
Rail, Ballast Tamper Multi-Purpose
Rubber-tired Dozers and Pushers
Scraper, all types
Side-Boom
Skip Loader, Drag Box
Stump Grinder (loader mounted or similar type)
Surface Heater and Planer
Tractor, rubber-tired, over fifty (50) HP Flywheel
Trenching Machine three-foot (3') depth and deeper (Assistant to the Operator required)
<u>Truck, Crane Oiler-Driver 250 tons and over</u>
Tub Grinder (used for wood debris)
Tunnel Boring Machine Mechanic – hyperbaric pay: additional ten dollars

(\$10.00) per hour, includes prep and decompress
Tunnel, Mucking Machine
Tunnel, Segment Plant
Tunnel, Separation Plant
Tunnel, Shaef Loader
Tunnel, Shield Operator
Ultra-High-Pressure Water Jet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Water pulls, Water wagons
Welder; Heavy Duty, certified or not
Group 5
Asphalt, Extrusion Machine
Asphalt, Roller (any asphalt mix)
Asphalt, Roto-Mill pavement profiler ground man
Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less
Cement Pump
Chip Spreading Machine
Churn Drill and Earth Boring Machine
Compactor, self-propelled without blade
Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity
Concrete, Batch Plant Quality control
Concrete, Combination Mixer and compressor operator, gunite work
Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter
Concrete, Finishing Machine
Concrete, Grouting Machine
Concrete, Internal Full Slab Vibrator Operator
Concrete, Joint Machine
Concrete, Mixer single drum, any capacity
Concrete, Paving Machine eight foot (8') or less (Assistance to the Operator required)
Concrete, Placing Boom
Concrete, Planer
Concrete, Pump
Concrete, Pump Truck
Concrete, Pumpcrete Operator (any type)
Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms
Concrete, Spreader
Concrete, Tele belt
Concrete, Treated Base Roller Operator, Oiling
Conveyored Material Hauler

Crane, Boom Truck under twenty (20) tons
Crane, Boom Type lifting device, five (5) ton capacity or less
Drill, Directional type less than twenty thousand (20,000) lbs. pullback
Drill, Mud Mixer
Elevating Grader Operator, Tractor towed requiring Operator or Grader
Elevating Loader Operator (any type)
Elevator to move personnel or materials
Forklift, over ten (10) ton or Robotic
Helicopter Hoist
Hoist Operator, single drum
Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.
Hydraulic Backhoe wheel type (any make)
Laser Screed
Lime Spreader, construction job site
Loaders, rubber-tired type, less than twenty-five thousand (25,000) lbs.
Pavement Grinder and/or Grooving Machine (riding type)
Pipe, cast in place Pipe Laying Machine
Pulva-Mixer or similar types
Pump Operator, more than five (5) pumps (any size)
Rail, Ballast Compactor, Regulator, or Tamper machines
Rail, Car Mover
Rail, Clip Applicator
Rail, High Rail Self Loader Truck
Rail, Locomotive, forty (40) ton and over (Assistant to the Operator required)
Rail, Lo-Railer
Rail, Shuttle Car Operator
Rail, Speedswing
Rail, Track Liner
Service Oiler (Greaser)
Sweeper Self-Propelled, Construction Job Site
Tractor, Rubber-Tired, fifty (50) HP flywheel and under
Trenching Machine Operator, maximum digging capacity three-foot (3') depth
Truck, All Terrain or Track type
Truck, Barrel type
<u>Truck, Crane Oiler-Driver 100-249 tons</u>
Truck, Heavy Haul, specialized transporter, hydraulic, electric, or similar
Truck, Off Road Trucks, Articulated and Non-articulated Trucks over forty (40) ton
Truck, Vacuum
Truck, Water
Tunnel, Locomotive, Dinkey
Tunnel, Power Jumbo setting slip forms, etc.
Group 6

Air Filtration Equipment
Asphalt, Pugmill (any type)
Asphalt, Raker
Asphalt, Truck Mounted Asphalt Spreader, with Screed
Assistant to the Operator
Auger Oiler
Bell Man (any type of communication)
Boatman
Bobcat, skid steer (less than one (1) yard)
Broom, self-propelled, construction job site
Compressor Operator (any power) under 1,250 cu. ft. total capacity
Concrete Curing Machine (riding type)
Concrete Saw
Conveyor Operator or Assistant
Crane, Tugger
Crusher Feederman
Crusher Oiler
Deckhand
Drill Assistant
Drill, Directional Locator
Forklift
Grade Checker
Guardrail Punch Oiler
Heavy Duty Repairman Assistant
Helicopter Radioman (ground)
Hydraulic Pipe Press
Hydrographic Seeder Machine, straw, pulp or seed
Hydrostatic Pump Operator
Material Handler
Mixer Box (CTB, dry batch, etc.)
Oiler
Parts Man (Tool Room)
Plant Oiler
Pump (any power)
Rail, Brakeman, Switchman, Motorman
Rail, Tamping Machine, mechanical, self-propelled
Rigger
Roller grading (not asphalt)
Truck, Crane Oiler-Driver under 100 tons
Truck, Off-Road Trucks, Articulated and Non-Articulated Trucks forty (40) ton and under
Truck, over highway, examples: material and equipment
Welder's Assistant
Welding Machine
Wire Mat or Brooming Machine

NOTES:
Foreman: Five percent (5%) per hour above highest paid classification under the Foreman's supervision
See Article 17 – Manning Conditions – to determine if Assistant to the Operator is required
Floating Cranes , clamshells will only be covered by this Agreement when used for dredging on a heavy construction project
Crane rates apply when driving or pulling, piling

PERMANENT SHOP ADDENDUM

The Permanent Home Shop Agreement (which shall be applicable to the home shop, yard and/or warehouse) shall be considered as an Addendum to this Agreement and all terms and conditions of this Agreement are, by this reference, incorporated into and become a part of the Permanent Home Shop Agreement except for the provisions relating to Subcontracting (Article 8).

Anyone signatory to this Agreement may exclude his home shop, yard, and warehouse from the terms of this Agreement by written notice to the Union given within five (5) days of the execution of this Agreement or its effective date, whichever is later.


**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

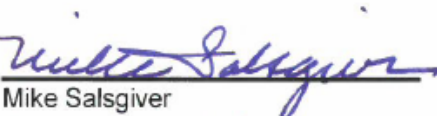
By: 
James Anderson, Business Manager &
Financial Secretary

By: 
Darren Glebe, President

By: 
Nathan Stokes, Treasurer

**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

CONSTRUCTION SURVEYORS ADDENDUM


The Construction Surveyors Agreement shall be considered as an Addendum to this Agreement and all terms and conditions of this Agreement are, by this reference, incorporated into and become a part of the Construction Surveyors Agreement.

Anyone signatory to this Agreement may exclude Construction Surveyors Addendum from the terms of this Agreement by written notice to the Union given within five (5) days of the execution of this Agreement or its effective date, whichever is later.


**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

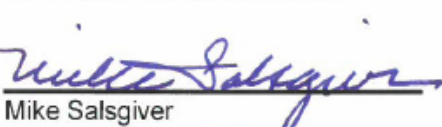
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**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

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AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

CRANE RENTAL ADDENDUM

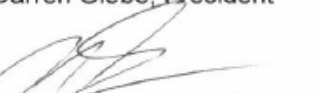
The Crane Rental Agreement shall be considered as an Addendum to this Agreement and all terms and conditions of this Agreement are, by this reference, incorporated into and become a part of the Crane Rental Agreement.

Anyone signatory to this Agreement may exclude Crane Rental Addendum from the terms of this Agreement by written notice to the Union given within five (5) days of the execution of this Agreement or its effective date, whichever is later.

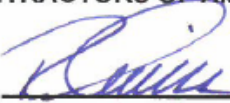
**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

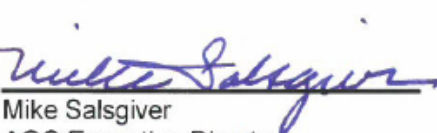
By: 
James Anderson, Business Manager &
Financial Secretary

By: 
Darren Glebe, President

By: 
Nathan Stokes, Treasurer

**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

HAZARDOUS WASTE REMOVAL ADDENDUM

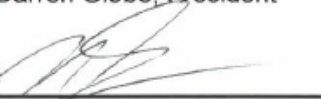
The Hazardous Waste Removal Agreement shall be considered as an Addendum to this Agreement and all terms and conditions of this Agreement are, by this reference, incorporated into and become a part of the Hazardous Waste Removal Agreement.

Anyone signatory to this Agreement may exclude the Hazardous Waste Removal Agreement from the terms of this Agreement by written notice to the Union given within five (5) days of the execution of this Agreement or its effective date, whichever is later.

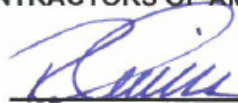
**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

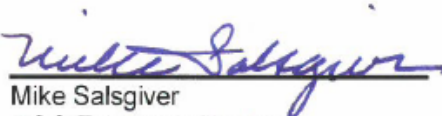
By: 
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**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

PERMANENT SHOP

LABOR AGREEMENT

BETWEEN

**OREGON-COLUMBIA CHAPTER,
THE ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.**

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 701**

This Agreement entered into this 1st Day of January 2023, by and between Oregon-Columbia Chapter, The Associated General Contractors of America, Inc., hereinafter referred to as the "Association" and the International Union of Operating Engineers, Local Union No. 701, hereinafter referred to as the "Union".

This Permanent Shop Agreement shall pertain to just those workers employed in the repair, maintenance, welding, and servicing of construction equipment in the Employers' permanent shops and yards who are signatory to this Agreement or who become signatory, and it shall be binding throughout the duration of this Agreement.

ARTICLE 1

EFFECTIVE DATE – DURATION

When executed by parties hereto, the terms and conditions of this Agreement shall become effective on January 1, 2023, and shall remain in full force and effect through December 31, 2025. The "no-strike, no lockout" provisions of this Agreement shall remain in full force and effect during the entire duration of this Agreement. The monetary considerations, i.e., wages, fringe benefits, etc., shall be as set forth in Schedule A for rates to be effective as of January 1, 2023.

ARTICLE 2

PREAMBLE

2.1 The parties hereto agree they will be bound by, adopt and incorporate as part of this Agreement the terms and conditions of the Master Labor Agreement between the Oregon-Columbia Chapter of the Associated General Contractors of America, Inc., and the International Union of Operating Engineers Local No. 701 with the exception of the following provisions and Schedule A.

COVERAGE

2.2 When permanent shop Employees are required to perform work outside of the Employer's permanent shop or yard, suitable transportation shall be furnished for the Employee by the Employer to accomplish such work. The Employee shall not furnish their own transportation for such out-of-shop or yard work. The Employee shall be paid the regular shop wage rate for such time worked and transportation time from shop to job and return. Further, when a shop Employee is required to remain away from home overnight/nights they shall be reimbursed for their legitimate expenses, and the Employee shall furnish the Employer receipts for such expenses.

2.2.1 All repairing, welding, maintenance, and lubrication of equipment shall be performed by Operating Engineers under the terms and conditions of this Agreement. All Employees except helpers working under this Agreement shall furnish their own hand tool equipment. No Employee working under this Agreement will be paid a scale less than the rate provided for the classification. In the event a field Employee of Local No. 701 transfers to the permanent shop, the Employee shall be covered and bound by the terms and conditions of this Agreement. The Employer shall notify the Union in writing of such transfers. (Note: The Employer shall have the Employee sign such transfer in duplicate. Such transfer copy may be used to notify the Union.)

2.3 During the shut-down period of field operations, the Employer shall have the right to transfer or employ their field personnel in their permanent shop.

2.4 **On Floating Equipment Only:** Tools lost overboard shall be replaced by the Employer.

2.5 All Employees employed by the Employer to perform work covered within this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of such employment and shall maintain membership in good standing in said Union as a condition of employment.

2.6 Work Week: The work week shall be forty (40) hours, Monday through Friday, and the workday shall not exceed eight (8) hours per day.

2.6.1 Overtime: Daily overtime and work performed on Saturdays shall be paid for at Time and One-Half (1-1/2X) the straight time rate. Work performed on Sundays and on Holidays shall be paid for at Double the straight time rate (2X), except emergency work which shall be defined as unforeseeable or unpredictable breakdowns occurring on a particular project and brought into the Employer's permanent shop or yard from the project, where the project is operated on six (6) days and said breakdown occurs on the sixth day of the operations and there has been and will be continuous repair after arrival at the Employer's permanent shop or yard requiring Sunday work for completion, this Sunday work shall be paid for at time and one-half (1-1/2X) . Such emergency work on Sundays shall be confined to the permanent shop and yard only. Any Employee called for work shall be paid a minimum of four (4) hours. Any Employee who works more than four (4) hours but less than six (6) hours, shall be paid for six (6) hours, any Employee who works more than six (6) hours and less than eight (8) hours shall be paid for eight (8) hours, except if they quit on own volition, they shall be paid for actual time worked.

2.6.2 Operation of Equipment: Mechanics and Welders engaged in the repair of equipment shall have the right to operate equipment for the purpose of removing or placing component parts of the machinery they are repairing and for the purpose of testing. However, if equipment is operated on a regular basis (more than four (4) hours in any one day and/or for purposes other than the repair of machinery) then the manning and wage rates of the Master Labor Agreement shall apply.

ARTICLE 3

FRINGE BENEFITS

3.1 The parties hereto agree to be bound by, to adopt and incorporate as part of this Agreement the terms and conditions of the Master Labor Agreement dated January 1, 2023, between the Oregon-Columbia Chapter of the Associated General Contractors, Inc., and the International Union of Operating Engineers, Local No. 701, pertaining to Health and Welfare, Pension, Training Program, CIP, UCG, Dues Deductions, Vacation Savings Plan and UPF, specifically those Articles referring to the above in their entirety, and does further agree to abide by all the terms and conditions of the Trust Agreements creating the respective Trust Funds, and any amendments heretofore or hereafter adopted.

3.1.1 Further, the Employer does accept as its lawful representative the Employer Trustees, who are now or may hereafter serve on the Board of Trustees of the respective Trust Funds.

ARTICLE 4

CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: January 1, 2023 through December 31, 2023

WAGE RATES

H.D. Mechanic Foreman	\$44.06
H.D. Mechanic	\$43.31
Welder	\$43.31
Machine Tool Operator	\$43.31
Spread Oiler	\$42.13
Mechanic Helper	\$39.50

FRINGE BENEFITS

Health & Welfare	\$8.10
Pension-Defined Benefit	\$6.15
Pension-Defined Contribution	\$1.50
Training	\$0.85
Int'l Training Fund	\$0.05
Construction Industry Promotion (CIP)	\$0.03
Union Contractor Group (UCG)	\$0.05

DEDUCTIONS

Union Dues – 2% of gross wage.

Construction Industry Promotion (CIP) – \$0.03 per compensable hour.

Union Programs Fund (UPF) – \$0.10 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar twenty-five cents (\$1.50) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: January 1, 2024 through December 31, 2024

WAGE RATES

H.D. Mechanic Foreman	\$46.59
H.D. Mechanic	\$45.84
Welder	\$45.84
Machine Tool Operator	\$45.84
Spread Oiler	\$44.66
Mechanic Helper	\$42.03

FRINGE BENEFITS

Health & Welfare	\$8.10
Pension-Defined Benefit	\$6.40
Pension-Defined Contribution	\$1.50
Training	\$0.85
Int'l Training Fund	\$0.05
Construction Industry Promotion (CIP)	\$0.03
Union Contractor Group (UCG)	\$0.05

DEDUCTIONS

Union Dues – 2% of gross wage.

Construction Industry Promotion (CIP) – \$0.03 per compensable hour.

Union Programs Fund (UPF) – \$0.10 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar twenty-five cents (\$1.50) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: January 1, 2025 through December 31, 2025

WAGE RATES

H.D. Mechanic Foreman	\$48.87
H.D. Mechanic	\$48.12
Welder	\$48.12
Machine Tool Operator	\$48.12
Spread Oiler	\$46.94
Mechanic Helper	\$44.31

FRINGE BENEFITS

Health & Welfare	\$8.10
Pension-Defined Benefit	\$6.40
Pension-Defined Contribution	\$1.75
Training	\$0.85
Int'l Training Fund	\$0.05
Construction Industry Promotion (CIP)	\$0.03
Union Contractor Group (UCG)	\$0.05

DEDUCTIONS

Union Dues – 2% of gross wage.

Construction Industry Promotion (CIP) – \$0.03 per compensable hour.

Union Programs Fund (UPF) – \$0.10 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar twenty-five cents (\$1.50) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

ARTICLE 5

GUARANTEE OF AUTHORITY


5.1 The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signature purport to represent.

5.2 In witness whereof, this Agreement has been executed by the parties hereto and ratified and accepted by the signatory members of the Oregon-Columbia Chapter, Associated General Contractors of America, Inc., subscribing to this Agreement, and by the International Union of Operating Engineers, Local No. 701 on behalf of its respective Local Union, this 1st Day of January 2023, at Gladstone, OR


**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

By: 
James Anderson, Business Manager &
Financial Secretary

By: 
Darren Glebe, President

By: 
Nathan Stokes, Treasurer

**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

**CONSTRUCTION SURVEYORS
LABOR AGREEMENT**

BETWEEN

**OREGON-COLUMBIA CHAPTER,
THE ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.**

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 701**

This Agreement entered into this 1st Day of January 2023, by and between Oregon-Columbia Chapter, The Associated General Contractors of America, Inc., and the International Union of Operating Engineers, Local Union No. 701.

PREAMBLE

This Construction Surveyor Agreement is entered into by the Oregon-Columbia Chapter of the Associated General Contractors of America, Inc. hereinafter referred to as the "A.G.C.", and the International Union of Operating Engineers, Local 701.

For purposes of this Agreement, the Oregon Columbia Chapter of the Associated General Contractors of America, Inc. is acting for and on behalf of Employers who have individually requested the A.G.C. to act as their individual and separate bargaining agent in individual Employer units. Further, each individual principal member reserves the right to review and accept or reject any proposed Agreement negotiated between the Union and the A.G.C. acting as an agent for the individual contractor members.

This collective bargaining Agreement between certain individual members of the A.G.C. (hereinafter referred to as the "Employer") and Local 701 of the International Union of Operating Engineers (hereinafter referred to as the "Union") shall constitute an Agreement between the parties hereto for the work,

conditions and wage rates provided herein in the territory as described in Article 2 (Territory) of the current Master Labor Agreement between the Oregon-Columbia Chapter of the Associated General Contractors, of America, Inc. and the International Union of Operating Engineers, Local 701, hereinafter referred to as the Principal Agreement.

ARTICLE 1

PRINCIPAL AGREEMENT

The Employer agrees that all Construction Surveyors work performed within the territorial jurisdiction of Local 701 of the International Union of Operating Engineers shall be performed in conformity with the Principal Construction Agreement currently in effect between the Union and the AGC except as modified herein.

ARTICLE 2

EFFECTIVE DATE AND DURATION

This Agreement shall be effective commencing January 1, 2023, and shall continue in force and effect through December 31, 2025. Modification or termination of this Agreement shall be effectuated as provided for under Article 6 of the Master Labor Agreement.

ARTICLE 3

WORK DEFINED

Survey work shall be that work performed by said Employees which requires the use of or utilizes a transit, tripod-mounted level, laser, electrotape, electronic measuring device, theodolite, and total station in connection with such work that shall include, but not be limited to, highway, building, heavy construction and engineering projects. Survey work will also include, but not be limited to, the establishment of control points governing construction operations on locations and elevations of embankments, excavations, piles, caissons and utilities.

ARTICLE 4

COMPOSITION OF PARTIES

Whenever the Employer requires Employees for the performance of survey work, the size of the survey crew will be determined by the Employer. The first survey Employee on the job site shall be a Party Chief. Any assistant or additional Employees on a survey crew shall be members of the craft. At no time will the composition of a survey party be made up of Employees who are not members of the craft. However, in the event the Employer chooses to use an Operating Engineer (already employed) as a member of a survey crew, rather than an Operating Engineer who is regularly employed as a Construction Surveyor, the Employee shall be paid according to the higher scale.

A. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system).

B. Two (2) person survey party shall consist of a least a Party Chief and a Chainman.

C. Three (3) person survey party shall consist of at least a Party Chief, an Instrumentman, and a Chainman.

ARTICLE 5

CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: January 1, 2023 through December 31, 2023

WAGE RATES

Chief of Parties	\$56.29
Party Chief	\$52.22
Instrumentman	\$46.50
Chainman	\$43.28

FRINGE BENEFITS

Health and Welfare	\$8.10
Pension-Defined Benefit	\$6.15
Pension-Defined Contribution	\$1.50
Training	\$0.85
Int'l Training Fund	\$0.05
Construction Industry Promotion (CIP)	\$0.03
Union Contractor Group (UCG)	\$0.05

DEDUCTIONS

Union Dues – 2% of gross wage.

Construction Industry Promotion (CIP) – \$0.03 per compensable hour.

Union Programs Fund (UPF) – \$0.10 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar twenty-five cents (\$1.50) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: January 1, 2024 through December 31, 2024

WAGE RATES

Chief of Parties	\$58.82
Party Chief	\$54.75
Instrumentman	\$49.03
Chainman	\$45.81

FRINGE BENEFITS

Health and Welfare	\$8.10
Pension-Defined Benefit	\$6.40
Pension-Defined Contribution	\$1.50
Training	\$0.85
Int'l Training Fund	\$0.05
Construction Industry Promotion (CIP)	\$0.03
Union Contractor Group (UCG)	\$0.05

DEDUCTIONS

Union Dues – 2% of gross wage.

Construction Industry Promotion (CIP) – \$0.03 per compensable hour.

Union Programs Fund (UPF) – \$0.10 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar twenty-five cents (\$1.50) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: January 1, 2025 through December 31, 2025

WAGE RATES

Chief of Parties	\$61.10
Party Chief	\$57.03
Instrumentman	\$51.31
Chainman	\$48.09

FRINGE BENEFITS

Health and Welfare	\$8.10
Pension-Defined Benefit	\$6.40
Pension-Defined Contribution	\$1.75
Training	\$0.85
Int'l Training Fund	\$0.05
Construction Industry Promotion (CIP)	\$0.03
Union Contractor Group (UCG)	\$0.05

DEDUCTIONS

Union Dues – 2% of gross wage.

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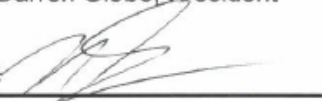
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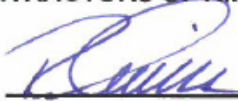
**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

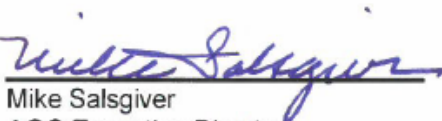
By: 
James Anderson, Business Manager &
Financial Secretary

By: 
Darren Glebe, President

By: 
Nathan Stokes, Treasurer

**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

**CRANE RENTAL
LABOR AGREEMENT**

BETWEEN

**OREGON-COLUMBIA CHAPTER,
THE ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.**

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 701**

This Agreement entered into this 1st Day of January 2023 by and between Oregon-Columbia Chapter, the Associated General Contractors of America, Inc., and the International Union of Operating Engineers, Local Union No. 701.

PREAMBLE

This Crane Rental Agreement is entered into by the Oregon-Columbia Chapter of the Associated General Contractors of America, Inc. hereinafter referred to as the "A.G.C.", and the International Union of Operating Engineers, Local 701.

For purposes of this Agreement, the Oregon Columbia Chapter of the Associated General Contractors of America, Inc. is acting for and on behalf of Employers who have individually requested the A.G.C. to act as their individual and separate bargaining agent in individual Employer units. Further, each individual principal member reserves the right to review and accept or reject any proposed Agreement negotiated between the Union and the A.G.C., acting as an agent for the individual contractor members.

This Collective Bargaining Agreement between certain individual members of the A.G.C. (hereinafter referred to as the "Employer") and Local 701 of the International Union of Operating Engineers (hereinafter referred to as the "Union") shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided herein in the territory as described in Article 2 (Territory) of the current Master Labor Agreement between the Oregon-Columbia Chapter of the Associated General Contractors of America, Inc. and the International Union of Operating Engineers, Local 701, hereinafter referred to as the Principal Agreement.

ARTICLE 1

PRINCIPAL AGREEMENT

The Employer agrees that all Crane Rental work performed within the territorial jurisdiction of Local 701 of the International Union of Operating Engineers shall be performed in conformity with the principal Master Labor Agreement currently in effect between the Union and the AGC except as modified herein.

ARTICLE 2

EFFECTIVE DATE AND DURATION

This Agreement shall be effective commencing January 1, 2023, and shall continue in force and effect through December 31, 2025. Modification or termination of this Agreement shall be effectuated as provided for under Article 6 of the Master Labor Agreement.

ARTICLE 3

HIRING

Hiring shall be in accordance with Article 11 of the Master Labor Agreement except that Employees of a crane rental company working a machine rented or leased to another Employer may, at the option of such Employer, be placed on their payroll for insurance and payroll purposes, but shall not acquire call-back privileges with such Employer, nor shall they be assigned to another piece of equipment not owned by the crane rental company.

ARTICLE 4

MANNING CONDITIONS

Manning of crane crews shall be in accordance with Article 17 of the Master Labor Agreement, the following condition shall govern crane rental.

Crane rental companies shall, as a condition of this Agreement, be primarily responsible (liable) for the assignment of all crews (who are members of the craft) utilized in the assembly, disassembly, servicing, repairing, and operation of all equipment, regardless of whose payroll the Employees are placed on. The intent of this provision is to prevent a sub-contractor or other Employer for which the crane rental company is performing work and/or providing equipment from assigning persons other than Operating Engineers who are

dispatched and covered by this Agreement, to perform any work which is provided by the terms of this Agreement.

ARTICLE 5

ZONE PAY DIFFERENTIAL

It is understood and agreed for the purpose of this Agreement that all crane rental companies shall pay the appropriate zone wage rate computed in mileage from the company's home yard as described below.

- All jobs located within 30 miles of the yard are Zone 1
- All jobs located more than 30 miles and less than 50 miles from the yard are Zone 2 as stated in the current MLA Schedule A – Zone Pay Differential
- All jobs located more than 50 miles from the yard are Zone 3 as stated in the current MLA Schedule A – Zone Pay Differential

Crane rental companies shall pay their Employees for the day the appropriate zone wage rate as applicable where the Employees' time stops for the day. When board and lodging are not provided as described here-in.

These provisions apply only to "regular crews" employed by the crane rental company and based at the company's home yard. New Employees dispatched to a project shall receive the zone wage rate normally applicable for the project.

Subsistence

In areas where it is not feasible or practical for the crews to drive to and from the job site daily, reasonable expense for the cost of board and lodging will be reimbursed as substantiated by receipts.

Toll Bridges and Ferry Fare

When circumstances make it necessary that a toll-bridge or ferry be utilized, the Employee will be reimbursed accordingly, when substantiated by receipts.

Normal Work Hours

Eight (8) hours per day between the hours of 5:00 a.m. to 7:00 p.m., and five (5) days per week, Monday through Friday, shall be the normal working time of all Employees covered by this Agreement. **Any member who is required to complete a driving logbook must be given time off between shifts in compliance with DOT regulations.**

Premium Pay

Luffing & Tower Pay

Premium Pay shall be paid to the Operator at a rate of seventy-five cents (\$0.75) per hour when a reeved (non-hydraulic) luffing jib or tower attachment is used including the set-up and tear-down.

Oiler – Driver Premium

Premium Pay shall be paid at a rate of one dollar (\$1.00) per hour for the assigned Truck Crane Oiler – Driver over 120-ton CDL required.

Double – Time Premium

Double Time Premium shall be in accordance with Article 12.2.2 of the Master Labor Agreement.

Certifications

CDL: When the Employer requires an Employee to maintain a Commercial Driver's License (CDL), the Employer will reimburse the Employee one hundred dollars (\$100.00) for the medical card fee every two years and the CDL license renewal fee when due, currently sixty-one dollars and fifty cents (\$61.50), or current renewal rate. To receive reimbursement Employee must have been continuously employed by the Employer for one (1) year measured from their original date of hire.

NCCCO Card: Employee are required to obtain a NCCCO Certification card for one or more crane types. Upon receiving a certification card for one or more crane types the Employer shall reimburse the Employee three hundred dollars (\$300.00). To receive reimbursement Employee must have been continuously employed by the Employer for one (1) year prior to obtaining card measured from their original date of hire or remain continuously employed by the Employer for one (1) year after obtaining card.

When the Employer requires an Employee to renew their NCCCO certification(s), the Employer will reimburse the Employee one hundred and fifty


dollars (\$150.00). This includes any and all costs for the mobile crane certifications and boom truck. Renewal of a tower crane certification is an additional fifty dollars (\$50.00)

The Union Training Trust Fund (Engineer Training) will provide preparation classes and materials to its members and reimburse the cost for all tests provided the member successfully passes all tests and receives a certification card.


**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

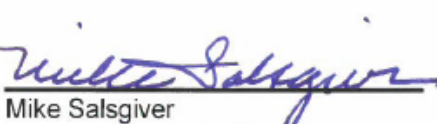
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**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director

**HAZARDOUS WASTE REMOVAL
AGREEMENT**

BETWEEN

**OREGON-COLUMBIA CHAPTER
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.**

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 701**

THIS AGREEMENT, made and entered into the First Day of January 2023, by the Oregon-Columbia Chapter, The Associated General Contractors of America, Inc., hereinafter referred to as the "Employer", and,

International Union of Operating Engineers, Local No. 701, hereinafter referred to as the "Union".

ARTICLE 1

PURPOSE

The intent of this Memorandum of Understanding is to provide close cooperation between the parties performing hazardous and toxic waste removal and to ensure that work covered by this Agreement is performed in an efficient manner without delays, work stoppages, slowdowns, sympathy strikes or any disruption whatsoever to the progress of the work.

ARTICLE 2

COVERAGE

2.1 This Agreement shall cover the jurisdictional area of the State of Oregon and five and one-half counties in Southwest Washington.

2.2 This supplemental Agreement shall be limited to work involving the handling of hazardous waste materials on Federally designated Hazardous Waste sites. This Agreement shall be referred to as the "Hazardous Waste Agreement".

ARTICLE 3

ADOPTION OF MASTER LABOR AGREEMENT

The parties agree to be bound by, to adopt and incorporate by reference, as a part of this agreement, all of the terms and conditions of the Master Labor Agreement, except as provided in this Agreement.

ARTICLE 4

SHIFTS AND HOURS OF WORK

Due to possible extreme and unusual working conditions connected with hazardous waste removal sites, hours of work and shifts shall be agreed to, by the parties, on an individual project basis.

ARTICLE 5

HIRING

5.1 It is recognized that due to the special nature of handling hazardous waste materials, it is necessary that the Employer have available experienced and qualified Employees and that both parties shall cooperate to the end that all of the Employees hired hereunder shall be certified for the handling of hazardous waste in an experienced manner.

5.2 Employer shall have the right to employ and bring onto the job workers who are Regular Employees in Employer's work, and shall have the right to keep such workers in their employ on all work throughout the territory covered by the particular job for which the pre-job conference was held.

5.3 The words "Regular Employees" shall mean those who are regularly and customarily employed by the individual Employer whenever they have work or who have been employed by them sometime during the past six months, and who, because of their special knowledge and experience in the handling of hazardous waste, are considered as "key men". It is anticipated that the number of Regular Employees shall not be more than a majority of the total number required, but there shall be no limitation on the classification of such Regular Employees with the understanding that these classifications will be distributed as evenly as possible.

5.4 The above shall not apply to emergency clean-ups.

ARTICLE 6

WORKING CONDITIONS

Employers and representatives of the Union shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-job conference for the Employer and the Union to agree on such matters as the length of the work week, the number of key Employees to be brought in, the number of workers employed, the method of referral, the applicable wage rates and fringe benefit contributions in accordance with the contract, a review of the site plan, site safety and health plan, site control, air monitoring, and all aspects pertaining to the project.

ARTICLE 7

HEALTH AND SAFETY

7.1 The Employees covered by the terms of this Agreement shall, at all times while in the employ of the Employer, be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA Regulation CFR 1910.120, EPA and state safety regulations.

7.2 The Employer shall supply each Employee with proper safety clothing, including but not limited to, respirators and disposable clothing.

ARTICLE 8

CLASSIFICATIONS & WAGE SCALES

8.1 **Wage Rates** - for the life of this agreement are set forth in Schedule A of the Master Labor Agreement. Increases to total packages are effective on the dates indicated therein.

8.2 **Fringe Benefits** - shall be 100% of those listed in the Master Labor Agreement during the terms of this Agreement, except for training, which is noted below.

8.3 **Training Funds** - Contribution are to be the amount provided in the Master Labor Agreement plus fifteen (\$0.15) cents.

8.4 **Classifications** – Are listed in Schedule A of the Master Labor Agreement, in addition to those classifications unique to the Hazardous Waste Removal Industry, which are specified below.

8.4.1 Operating Engineers

- Incinerator Control Board Operator - Group 3
- Assistant Incinerator Control Board Operator - Group 4
- Assistant to the Engineer (Oiler) - Group 5

Note: All Incinerators shall require an Incinerator Control Board Operator, Relief Board Operator and an Assistant Incinerator Operator and Oiler if necessary, subject to change at a pre-job conference.

8.5 Handling of Hazardous Waste Materials. Personnel 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.

8.6 Classification/Hazardous Waste Group No.

H-1 Base wage rate (i.e., respective classification/group) when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - applicable scale plus \$ 1.00 per hour

H-3 Class "B" Suit - applicable scale plus \$ 1.50 per hour

H-4 Class "A" Suit - applicable scale plus \$ 2.00 per hour

8.7 Base Wage Rate Classifications - See the Master Labor Agreement to determine the classification for base wage rates.

8.8 Zone Pay Differentials - Shall be the same as those in the Master Labor Agreement.

ARTICLE 9

EFFECTIVE DATE & DURATION

When executed by parties hereto, the term and conditions of this Agreement shall become effective on January 1, 2023, and shall terminate on December 31, 2025.

ARTICLE 10

GUARANTEE OF AUTHORITY

10.1 The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties and organizations whom their signatures purport to represent.

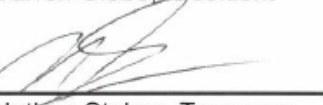
10.2 The following persons from the Union identities are duly authorized to sign not for themselves but for and on behalf of the Local Union.

In witness whereof, this Agreement has been executed by the parties hereto and ratified and accepted by the signatory members of the Oregon-Columbia Chapter, Associated General Contractors of America, Inc. subscribing to this Agreement, and by the International Union of Operating Engineers, Local No. 701 on behalf of its respective Local Union, this First Day of January, 2023, at Gladstone, Oregon.


**FOR THE UNION:
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 701**

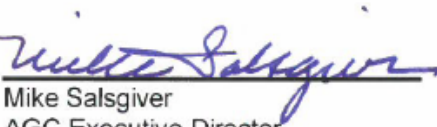
By: 
James Anderson, Business Manager &
Financial Secretary

By: 
Darren Glebe, President

By: 
Nathan Stokes, Treasurer

**FOR THE ASSOCIATION:
OREGON-COLUMBIA CHAPTER
THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA**

By: 
Bob Timmons
AGC Labor Relations Director

By: 
Mike Salsgiver
AGC Executive Director