2023 - 2025

LOCAL 701 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

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

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:

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Group	Increase	DB	Trng.	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	Trng.	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 6

AGREEMENT BINDING UPON PARTIES

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.

ARTICLE 7

PRESERVATION OF WORK AND WORK DEFINED

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, guarrying, 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 off shore 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. <u>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.</u>

ARTICLE 17

MANNING CONDITIONS

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

ARTICLE 26

TRAINING PROGRAM APPRENTICESHIP AND TRAINING

- 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.
- 26.2.1 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.

SCHEDULE A

OPERATING ENGINEERS WAGE & FRINGE BENEFIT SCHEDULE

EFFECTIVE: January 1, 2023 to December 31, 2023

+\$2.78 total package, +\$2.48 wages, +\$0.30 fringe

Group	Zone 1	Zone 2 (\$3.00)	Zone 3 (\$6.00)
1	\$54.13 \$51.65	\$57.13 \$54.65	\$60.13 \$57.65
1A	\$56.29 \$53.81	\$59.29 \$56.81	\$62.29 \$59.81
1B	\$58.45 \$55.97	\$61.45 \$58.97	\$64.45 \$61.97
2	\$52.22 \$49.74	\$55.22 \$52.74	\$58.22 \$55.74
3	\$51.07 \$48.59	\$54.07 \$51.59	\$57.07 \$54.59
4	\$47.74 \$45.26	\$50.74 \$48.26	\$53.74 \$51.26
5	\$46.50 \$44.02	\$49.50 \$47.02	\$52.50 \$50.02
6	\$43.28 \$40.80	\$46.28 \$43.80	\$49.28 \$46.80

FRINGE BENEFITS

Health & Welfare	\$8.10
Pension-Defined Benefit	\$6.15 5.90
Pension-Defined Contribution	\$1.50
Local 701 Training Fund	\$0.85 0.80
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) - \$0.105 per compensable hour.

AFTER-TAX EMPLOYER CONTRIBUTION

Vacation Savings Plan – One dollar fifty twenty-five cents (\$1.5025) per hour worked, paid as an after-tax Employer contribution. See Article 25 for details.

OPERATING ENGINEERS WAGE & FRINGE BENEFIT SCHEDULE

EFFECTIVE: January 1, 2024 to December 31, 2024

+\$2.78 total package, +\$2.53 wages, +\$0.25 fringe

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 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.

OPERATING ENGINEERS WAGE & FRINGE BENEFIT SCHEDULE

EFFECTIVE: January 1, 2025 to December 31, 2025

+\$2.53 total package, +\$2.28 wages, +\$0.25 fringe

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 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.

CLASSIFICATIONS

Group 1A
<u>Chief of Parties</u>
Group 3
Excavator over eighty <u>-five</u> thousand (85,000 80,000) lbs. through one hundred thirty thousand (130,000) lbs.
tility tilousaliu (150,000) lbs.
Group 4
Excavator Operator over twenty thousand (20,000) lbs. through eighty-five
thousand (85,000 80,000) lbs.
Truck, Crane Oiler/Driver 250 tons and over
Over 5
Group 5
Truels Crops Oiler Driver 100 240 tops (CDI Deguested)
Truck, Crane Oiler-Driver 100-249 tons (CDL Requested)
Croup 6
Group 6
Truck, Crane Oiler-Driver under 100 tons
Truck, Grane Oller-Driver under 100 tons

CRANE RENTAL LABOR AGREEMENT

ARTICLE 5

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.