

6/1/2002 - 5/31/2007

**2002-2007**

128 pgs

*Operating Engineers*

**MASTER  
LABOR AGREEMENT**

*between*

**Oregon-Columbia Chapter  
Associated General Contractors  
of America, Inc.**



*and*



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

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### ADDENDUM AGREEMENTS

*(under separate cover)*

- HAZARDOUS WASTER REMOVAL AGREEMENT
- DRUG & ALCOHOL POLICY – amended 4/17/90
- UTILIZATION OF MANPOWER

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## **PREAMBLE**

**THIS AGREEMENT**, made and entered into as of the **FIRST DAY OF JUNE, 2002** FOR THE PERIOD **JUNE 1, 2002 TO MAY 31, 2007** 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 or Contractor, 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*”.

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.

The Agreement constitutes a continuation and extension of the contractual relationship heretofore existing between the Contractor, the AGC, and the Union as evidenced by prior labor agreements between the AGC and the Union. The bargaining parties hereto executed on September 22, 1990, an Understanding of Agreement which recognizes unique modifications to the continuation of the contractual relationship.

## **ARTICLE I**

### **EFFECTIVE DATE-DURATION-MODIFICATION**

- 1.1 When executed by parties hereto, the terms and conditions of this Agreement shall become effective *JUNE 1, 2002* and shall remain in full force and effect through *MAY 31, 2007*. 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 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, 2003 - 2% of total package for all Groups  
Allocation to be determined
- JANUARY 1, 2004 - 2 ½ % of total package for all Groups  
Allocation to be determined
- JANUARY 1, 2005 - 3% of total package for all Groups  
Allocation to be determined
- JANUARY 1, 2006 - Open for monetary consideration  
for all Groups  
Allocation to be determined
- JANUARY 1, 2007 - Open for monetary consideration  
for all Groups  
Allocation to be determined

## ARTICLE II

### TERRITORY

2.1 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 III

### 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, Contractor 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 **Workers:** The term "*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 with, 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 Engineers*" 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 IV

### 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, the Employer hereby agrees to authorize release to the authorized representative of the Union or Trust Fund contained in this Agreement, for examination of such payroll records as directly relate to such dispute. Such examination will be conducted at such 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 Contractor 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 FINANCIAL ACCOUNTING STANDARDS BOARD (FASB).

## ARTICLE V

### **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 Contractor as defined and excluded by the LABOR MANAGEMENT RELATIONS ACT OF 1947, as amended, and it being further understood that these Employees shall not used the tools of the craft covered by this Agreement.
- 5.3 THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 701 hereby recognize 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 (8<sup>th</sup>) 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 VI

### 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.
- 6.2 Any party hereto desiring termination or modification of this Agreement to take effect June 1, 2002, must serve, by **CERTIFIED MAIL**, written notice to the other of a desire to change, amend, modify or terminate this Agreement **ON OR BEFORE MARCH 1, 2007**. If no such written notice is given, this Agreement shall continue in full force and effect from year to year. It is agreed that in the event that either party should exercise its rights under this paragraph to 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.
- 6.3 If no agreement has been entered into at 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.

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## ARTICLE VII

### WORK AFFECTED DEFINED

- 7.1 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 7.2, 7.3, 7.4 and 7.5 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 or remotely controlled. It shall also apply to all on-site maintenance and repair work of an Employer in the area covered by this Agreement.
- 7.2 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 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

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

- 7.3 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.
- 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 VIII

### **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, Vacation, Training, CAF contributions; Deductions for Dues and CIP 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 Contractor, 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 more 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 IX

### 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 I** – 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 II** – If no settlement is reached under Step I, 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 III.
- 9.4 **STEP III** – If no settlement is reached under Step II, 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 IV** – If no settlement is reached under Step III, either party may request, in writing, to the arbiter, that the grievance be taken to arbitration. The arbiter shall hear the grievance within fifteen (15) days after receipt of the request, unless it is mutually agreed to extend such time limit. The arbiter shall render his decision within seven (7) days after the grievance is heard, unless it is mutually agreed to extend such time limit. The arbiter may render his decision orally within the time limits and not be in violation of this clause. However, either party may demand a written decision to follow. The expenses of the arbitration, excluding attorney’s fees, shall be borne by the losing party.
- 9.5.1 The parties hereby agree that the permanent arbiter be selected for the duration of this Agreement. The selection shall be made by both parties. Such arbiter shall hear all grievances arising out of this Agreement which are taken to arbitration.
- 9.5.2 In the event the named arbiter is no longer available, the parties shall select a new arbiter from the American Arbitration Association within five (5) days of a written request by either party.
- 9.5.3 Saturday, Sunday and holidays are deemed excluded from time limits contained in this Article, above.

- 9.5.4 The jurisdiction of the arbiter shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement.
- 9.5.5 It is further understood and agreed that the arbiter'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 the parties involved fail to comply with the findings within five (5) days after such written notification by either party or fail to comply with any of the provisions and/or time limits established in this Article, unless mutually agreed to extend such limits, then all means of arbitration shall be considered exhausted.
- 9.7 Either party may take such actions as they deem necessary to enforce the findings and/or time limits 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 VIII (SUBCONTRACTORS AND OTHER EMPLOYERS) of this Agreement.

## ARTICLE X

### 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 XI

### 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, or ancestry 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 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.
- 11.3 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 for each Employee hired under this Article.
- 11.3.1 **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.

11.3.2 **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 Contractor 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.

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

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

11.4 **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.

11.5 **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.

11.6 **COMPOSITE CREW:** Employers may establish for a project or job a crew or crews known as a "composite" which 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.

11.6.1 The aforementioned provision shall first be arranged at a pre-job conference or subsequent meetings of the Employer and crafts involved. Any disagreement over this provision may be appealed to the chief representatives of the respective five (5) crafts and AGC.

- 11.7 **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 Group I status and/or recall privileges by virtue of such employment.
- 11.8 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 Group I status and/or any recall privileges by virtue of such employment.
- 11.9 The referral procedure shall be followed except that:
- (a) requests by Employers for a certain member to act as foremen shall be honored without regard to the requested person's place on the out-of-work list, providing the requested person(s) are members of the Operating Engineers Local 701. The Employer may request Operating Engineers members from outside the Local 701 to act as Foreman providing said members have been employed by the Contractor within the preceding twelve (12) month period. However, at no time shall the requested Operating Engineer Foreman from outside Local 701 exceed fifty percent (50%) of Operating Engineer Foreman employed on any job or project,
  - (b) requests by Employers for a particular person shall be honored without regard to the requested person's place on the Out-of-Work list, provided said person is a current member in good standing of Local 701. This Article does not apply to Apprentices or members of any other local of the Operating Engineers,
  - (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.
- 11.10 All Operating Engineers selected will be dispatched by the union dispatch office.
- 11.11 The Union shall utilize the Health & Welfare, Vacation, Pension and Union records in establishing these accrued rights based on length of employment.
- 11.11.1 Registration or reregistration of applicants for referral shall be accepted by the Union without regard to age, race, color, sex, creed or national origin, at any time during its customary office hours. All applicants shall be registered in order by the date of registration. Group III applicants must contact the Union dispatch office every thirty (30) days or their names shall be struck from the list.
- 11.11.2 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.
- 11.11.2.A Workers shall be referred from Group I 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 I will be successive order as their names appear on the out-of-work list, and when Group I has been exhausted;
- 11.11.2.B Then workers from Group II 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 II will be successive order as their names appear on the out-of-work list and when Group II has been exhausted;

11.11.2.C Then, workers from Group III 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 III will be in successive order as their names appear on the out-of-work list.

11.11.3 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:

11.11.3.A Group I – Workers who have (been) employed in work classifications covered by this Agreement and have accrued Group I Status prior to the signing of this Agreement, or person who have been employed by an Employer or Employers, party or parties to this Agreement as an 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 I.

a) Once a worker has acquired Group I status, the worker shall retain such status as long as the worker accumulated as 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) 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 loss of Group I status on April 1 above.

b) Workers who have acquired Group I status shall have such status extended for any period of incapacity, military service, employment by a public, quasi-public or government agency 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, 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.

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11.11.3.B Group II – 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 I status:

- a) 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 II status in that classification.
- b) All workers who have worked a minimum of one thousand (1000) hours in the previous calendar year shall acquire Group II status.
- c) Once a worker has acquired Group II 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 (1000) hours in any calendar year will result in loss of Group II status, and on April 1 of the calendar year immediately following such calendar year, be classified as a Group III Employee.
- d) All workers who have worked a minimum of one thousand (1000) hours in the previous calendar year and have successfully completed three (3) T.S.P.'s may apply for Group I status.

11.11.3.C Group III – All workers who do not meet the requirements of either Group I or Group II:

- a) Workers in Group III 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.

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

11.13 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.

- 11.14 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 excepted*) 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.
- 11.15 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.
- 11.16 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.
- 11.17 Whenever an Employee is discharged and is not eligible for rehire the Union shall be notified immediately in writing. Without notice to the Union in writing the Employee shall be eligible for rehire. Termination slips stating why terminated should be given to all Employees at time of termination.
- 11.18 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.

- 11.19 Notwithstanding any provisions contained in this Article, an Employer can call an Operator directly without the necessity of calling the Union first 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. Providing such Employee has been employed by the Employer within the previous ninety (90) days.
- 11.20 **QUALIFIED WORKER GUARANTEE:** All applicants for registration on the Group III out-of-work list will supply letters from previous Employers, training completion certificates, and original certification cards at the time of registration.
- 11.20.1 Group III registrants who have provided substantiated documentation shall be registered on the Group III A out-of-work list. Group III registrants who have been evaluated by Local 701's training instructors shall be registered on the Group III A out-of-work list provided that such evaluation from Local 701's training center is satisfactory for such placement. All other applicants will be registered on Group III B.
- 11.20.2 Workers from the Group III A out-of-work list shall be referred before workers on the Group III B out-of-work list. Workers on the Group III 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.
- 11.20.3 Registrants who claim and can verify journeyman membership and dispatch records in another local of the IUOE may be dispatched as Group III A journeymen by Local 701.
- 11.20.4 **NOT ELIGIBLE FOR DISPATCH:** Whenever a Group III 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.

- 11.20.4.A Group I and II 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.
- 11.20.5 An Employee shall not be discharged without just cause.
- 11.21 **JOINT EXPERIENCE EVALUATION COMMITTEE:** The parties to this Agreement designate the existing JATC to act as a Joint Experience Evaluation Committee.
- 11.21.1 The Committee shall supervise and control the operation of the experience evaluation system.
- 11.21.2 Registrants' applications will be examined to determine eligibility for apprenticeship registration in accordance with State-approved selection standards.
- 11.21.3 Claims for either journeyman dispatch status or applicable previous experience credit for apprenticeship standing shall be evaluated from available documentation.
- 11.22 **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.
- 11.22.1 Any registrant or applicant shall have a right of appeal to the Committee of any disputes or grievance arising out of and related to the operations and/or functioning of the experience evaluation system.
- 11.22.2 All decisions of the Committee shall be final and binding on all parties including applicants. Should the Committee fail to reach a decision on any matter affecting an applicant, the matter shall be deemed to be equivalent to the step before arbitration in the grievance procedure and shall be handled accordingly.

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## ARTICLE XII

### **SHIFTS – HOURS OF WORK – OVERTIME**

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 work day 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 (1½X). SUNDAY, AND HOLIDAY work shall be paid for at the rate of DOUBLE TIME (2.0X).

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. Failure to work the four - ten (4 - 10) hour minimum shall require overtime over eight (8) hours per day. In the event failure to work the four - ten (4 - 10) minimum is due to actual inclement weather, a holiday or other conditions definitely beyond the control of the Employer Friday may be used as a make-up day.

12.2 **SINGLE SHIFT:**

12.2.1 **HEAVY 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 (1½ X).
- Work performed on SATURDAYS shall be paid for at the rate of TIME AND ONE-HALF (1½ X).
- SUNDAYS AND HOLIDAY work shall be paid for at the rate of DOUBLE TIME (2.0X).

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 (1½ X).
- Work performed on SATURDAYS shall be paid for at the rate of TIME AND ONE-HALF (1½ X).
- All hours worked after twelve (12) hours continuous shift work (*including Saturdays*) shall be paid for at the rate of two (2.0X) times the proper hourly rate of pay.
- SUNDAYS AND HOLIDAY work shall be paid for at the rate of DOUBLE TIME (2.0X).

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 not later than 7:00 a.m. and the second shift started not later than 5:00 p.m. Each shift must be scheduled for at least eight (8) hours except as provided in Article XIII.

12.3.2 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 ½ 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 (7½) consecutive hours (exclusive of a ½ hour meal period), for which eight (8) hours shall be paid. The third shift shall work seven (7) consecutive hours (exclusive of a ½ hour meal period), for which eight (8) hours shall be paid.

12.4.3 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.

12.4.4 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 **SPECIAL SHIFTS:**

12.5.1 A SPECIAL SHIFT MAY BE ESTABLISHED MONDAY THROUGH FRIDAY, at the option of the Employer, on any job or project. Said shift shall not be started until the Union has been notified. There shall be no premium or penalty for working a special shift. Special 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 (1½X) the straight time hourly rate for any hours worked prior to midnight Sunday night when the following conditions exist. Contract specifications with the owner or agency preclude a regular day shift schedule and also preclude working Friday evening or night. Sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days of a week where shifts started Sunday night after 6 PM will be compensated on the sixth (6<sup>th</sup>) day as Saturday and the seventh (7<sup>th</sup>) 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 (2.0X) 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 affect on the last hour worked.

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 midshift but in no event longer 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, he shall be PAID A HALF (1/2) HOUR AT THE APPLICABLE OVERTIME RATE AND IN ADDITION GIVEN ADEQUATE TIME TO EAT HIS LUNCH. If the Employee is not given adequate time to eat, he shall then RECEIVE AN ADDITIONAL HALF (1/2) HOUR AT THE APPLICABLE OVERTIME RATE.

12.7.2 When the Employee is not given sufficient time to eat lunch during his regular shift, an additional one half (1/2) hour penalty shall be paid if required to work longer than ten (10) hours. Employees who have been given sufficient time to eat during the regular shift may be allowed to work twelve (12) hours without a second lunch period penalty. If the Employee works over twelve (12) hours, the Employee shall be paid a one half (1/2) hour penalty at the applicable overtime rate.

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 HOLIDAYS shall be:

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

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

12.9.2 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.

12.9.3 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.

12.10 PAYDAY:

12.10.1 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 Contractor such cards shall be made out on the job during working hours. Workers discharged or terminated shall be paid immediately on such discharge or termination, provided that payment by check to the Employee, or mailed and postmarked to the Employee's residence address, within twenty-four (24) hours after such discharge or termination, shall be deemed 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 and in no event shall the Employer withhold more

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than one week's wages. At such time as the Employee is paid, the Employee shall be furnished with a personnel record indicating straight time and overtime hours paid and all deductions itemized.

12.10.2 If the Contractor 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. 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 check.

12.10.3 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 XIII

### REPORTING PAY, MINIMUM PAY AND STANDBY PAY

13.1 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.

13.2 REPORTING EXPENSE: When qualified workers report for work as directed and for whom NO WORK IS PROVIDED, they shall be paid forty dollars (\$40.00) 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 workers entitled to reporting expense shall not be required to remain on the job site except as provided below.

13.3 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 an Employee leaves or quits of their own violation, 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.

- 13.4 TIME WORKED AND ACTUAL TIME worked shall be paid in not less than one-half (½) increments.
- 13.5 **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 forty dollars (\$40.00) reporting expense. If put to work, Employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this article.
- 13.6 In case of threat of/or inclement weather the Employer shall provide either a phone 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, every effort on the part of the Employer and Union shall be made to 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.
- 13.7 In case of sustained inclement weather, the Contractor and Union shall set up a system of transmitting advice to a central point or points so that it will not cause a hardship on either Employee or Contractor.

## ARTICLE XIV

### UNION ADMISSION TO JOB

- 14.1 Any authorized representative of the Union shall have the right to solicit membership, collect dues, 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 The authorized representative of the Union shall, as a matter of practice on his/her first visitation to the job or project, report to the job site office of the Employer and introduce himself/herself by presenting his/her properly certified credential signed by the Business Manager of Local No. 701. Thereafter, he/she shall cooperate with the authorized representatives of the Employer in making his/her presence on the job site known and in carrying out his 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 that he deems necessary and such actions shall not be considered a violation of this Agreement.

## ARTICLE XV

### 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, and the Employer shall notify the Union in writing two (2) working days prior to the termination of any Job Steward.
- 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 he/she is capable of performing, providing, however, he/she will not replace long time Employees.

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## ARTICLE XVI

### HEALTH LAWS AND SAFETY MEASURES

- 16.1 The Contractor and the Employees shall comply with all applicable federal and state laws governing safety. The Contractor 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 his/her work in a safe manner and shall comply with the Contractor's safety regulations.
- 16.2 Cool clean drinking water containers with cups (*and salt tablets*) shall be kept in close proximity to the workers.
- 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. Physical examinations shall not be required by the Employer. Drug and Alcohol Testing is permitted under the conditions as outlined in Section 13 of this Article.
- 16.4 The Employer shall notify the Union immediately of all injuries of a critical nature.
- 16.5 In case an Employee believe 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.
- 16.6 The Employers and the Union agree that no Employee shall work on any job or project alone during the hours of darkness.
- 16.7 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.
- 16.8 To insure safety, to eliminate unnecessary occupational accidents, and to protect the Employees from the elements, the Employers agree that:

- 16.8.1 Equipment shall be properly cabbed, screened and roll-over 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 insure that these small pieces of equipment are utilized in a safe manner. Additionally, asphaltic 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*).
- 16.8.2 The Employer shall use his best efforts to eliminate noise and fumes from exhaust on equipment.
- 16.8.3 The seats on all equipment must have reasonable padding and comfort for the Operator and shall be maintained.
- 16.9 If an Operator 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.
- 16.10 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.
- 16.11 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 XI (Hiring). Such injured worker shall be given an out-of-work date coinciding with the date of the job accident.
- 16.12 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.

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16.13 **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.

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

16.13.2 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 fringes for the time required to take the test.

16.13.3 PROSPECTIVE EMPLOYEES/MEMBERS – Prospective Employees/members who test negative for a Drug and Alcohol Test conducted in compliance with the aforementioned policy, will be reimbursed twenty-five dollars (\$25.00) for taking such test. These tests will be conducted within either a fifteen (15) mile radius of the jobsite or dispatch point, and if over fifteen miles he/she shall be reimbursed forty dollars (\$40.00). This expenditure is not for time worked, but for the undetermined amount of expense by the prospective Employee/member prior to being put on an Employer's payroll.

16.13.4 The following provision applies only to those Employers using the AGC-Labor Substance Abuse Program or one that has been jointly negotiated with the Union:

When an individual has been terminated for failure to pass a substance abuse test, the individual shall be registered on the bottom of the appropriate out-of-work list for which they qualify. Should the individual be terminated a second time for failure to pass a substance abuse test, the individual 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 has been released for employment purposes by a State certified counselor, and continues to remain free of all prohibited substances as defined in the AGC-Labor Substance Abuse Program.

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

- 16.13.5 The AGC-5-CRAFT DRUG AND ALCOHOL POLICY dated January 30, 1990 and amended April 17, 1990 and any mutually agreed upon successor is incorporated by reference as a part of this agreement.

## ARTICLE XVII

### 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 a equipment Foreman under the terms & 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 his/her 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, services and operated exclusively by Operating Engineers dispatched and covered by the terms and conditions of this Agreement.

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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**

17.4.1 **HYDRAULIC CRANES.** Crews on all hydraulic truck mounted cranes of forty (40) tons or larger shall consist of an operator and it shall require an assistant to the engineer (oiler). Hydraulic truck mounted cranes & all terrain cranes fifty (50) ton & 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. Small "*rough terrain and all terrain*" types of cranes when used for hook work only and those cranes which are factory manufactured to be both driven and operated by the same set of controls and from the same seat (not a truck crane) and used for hook work only, shall not require an assistant to the engineer, however, if an operating engineer needs assistance in the operations, assembling and disassembling, servicing and maintenance of Operating Engineer equipment, such assistance will be a member of the Operating Engineers.

17.4.2 When Hydraulic truck mounted or all terrain cranes fifty (50) ton and under require boom dollies, mounting or removing of counter weights or remote controls are inoperative an assistant to the engineer (oiler) is required.

17.4.3 **LATTICE BOOM CRANES.** Crews on all track or truck cranes and/or similar equipment with any and/or all attachments including but not limited to - shovels, draglines, clamshells, backhoes, whirleys, etc., shall consist of an operator except if over three (3) yards and thirty (30) ton and over, shall require an assistant to engineers (oiler).

- 17.5        **FLOATING CRANES AND/OR DERRICK BARGES**
- 17.5.1      All floating cranes and/or derrick barges using steam power shall have a crew of not less than an Operator and Fireman.
- 17.5.2      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.
- 17.5.3      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        **TRENCHING MACHINES:** Crews on all trenching machines shall consist of an Operating Engineer. However, should anyone be employed to assist the Operator or to check grade or to service and/ or maintain the machine the Employee shall be a member of the craft.
- 17.7        **DRILLING:** When an additional worker 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.
- 17.8        **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.
- 17.9        **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 Bellboy 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 skoopers, rubber tires or crawler, less than 80,000 LBS shall not require an Assistant to Engineer. However, if an Employee is used to check grade and to assist the Operator or to service and/or maintain the hoe, he shall be a member of the craft and come under the terms and conditions of this Agreement.

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- 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 an Employee covered by 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 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 Engineer. Crews on Floating Fixed Lead Pile Drivers shall consist of at least an Operator and an Assistant to Engineer. It is mutually agreed by the parties to this agreement that operation of the Hammer is the craft work 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 **GUARD RAIL EQUIPMENT:** All guard rail 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 device shall be manned by an Operator and an Assistant to Engineer.
- 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, it shall be an Operating Engineer.
- 17.21 **ROTO-MILL (GRINDER)/CONCRETE PROFILER**
- 17.21.1 Crews on Roto-Mills (*Grinders*) will cutter or mandrel of six (6) feet or larger shall consist of an Operator and Assistant to the Engineer (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, it 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, it shall be a member of the craft.

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## ARTICLE XVIII

### 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 worker on the job shall be engaged in productive work during the shift as reasonably possible.
- 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 However, under special circumstances, where an Employer utilizes an Operating Engineer for non-full time work of four (4) hours or less in any one (1) day, the Employer may use Operating Engineer supervision or other union craftsman 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 members of this Union 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 IX.

- 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 Engineer operating said equipment, such Assistant will be a member of the craft including Grade Checkers.
- 18.5 No member of the Operating Engineers shall be required to perform any work outside of his craft jurisdiction. However, it is the intent of the parties to this Agreement that Operating Engineer Employees be productively engaged in work.
- 18.6 In case 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 Assistant to Engineers 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 Engineer (*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 Engineer is required, but there is not a full days 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 craft work 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 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 Contractor 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 VIII.

## ARTICLE XIX

### 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 (1000) meter 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 Contractor 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 Contractor Mechanic.
- 19.2 When the Union is unable to supply the personnel required to perform the non-warranty work covered by this Article, the Contractor 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.

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## ARTICLE XX

### 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 (¾) inch drive. However, the Employer shall furnish all special tools as needed, such as: socket wrenches and sockets over three-quarters (¾) 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 Contractor agrees to provide an adequate, dry and safe place for the storage of Employee's tools which may be necessary in the performance of his work. The Contractor agrees that while such tools are in the Contractor's custody, and providing that the Employee has locked these tools in an adequate tool box, the Contractor 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 his tools at the time the Employee commences work and an additional inventory every thirty (30) days. 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 XXI

### SPECIAL JOB AGREEMENTS

- 21.1 Special job agreements may be negotiated by the parties hereto by mutual consent.

## ARTICLE XXII

### PRESERVATION OF WORK

- 22.1 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.

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## ARTICLE XXIII

### 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 postmarked on or before the 20<sup>th</sup> day of each month in accordance with all requirements of the Trust Agreement. The applicable provisions of the existing trust document 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 Contractor 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 VIII 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 XXIV

### 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 postmarked on or before the 20<sup>th</sup> day of each month in accordance with the requirements of the Trust Agreement. The applicable provisions of the existing trust document 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 Contractor 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 VIII 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.

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## ARTICLE XXV

### VACATION

- 25.1 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 VACATION TRUST FUND, for the purpose of providing Vacation 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 postmarked on or before the 20<sup>th</sup> day of each month in accordance with the requirements of the Trust Agreement. The applicable provisions of the existing trust document 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.
- 25.2 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 Contractor 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 VIII of this Agreement.
- 25.3 The Vacation Fund created and/or perpetuated by this Agreement and/or prior Agreements, shall be the Operating Engineer Vacation Fund and shall be one that is jointly established and equally administered by four (4) trustees each from the Employers and Employees. Said Vacation Fund is for the purpose of providing Vacation benefits to the Operating Engineer Employees covered by this Agreement, and their families.

## ARTICLE XXVI

### 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.

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 postmarked on or before the 20<sup>th</sup> day of each month in accordance with the requirements of the Trust Agreement.

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 Contractor 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 VIII of this Agreement.

#### 26.2 APPRENTICESHIP AND TRAINING

26.2.1 The Association 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.

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

- 26.2.2.A Be jointly administered by equal representation of Association appointees and Union appointees.
- 26.2.2.B Comply with all applicable state and federal rules, regulations, laws or court orders governing same.
- 26.3 Employment for apprentices may be provided in any work classification including operating classifications as well as all Assistant to Engineer 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):
- |                                |  |
|--------------------------------|--|
| 1-4 Operating Engineers        | 1 Apprentice permitted   |
| 5-9 Operating Engineers        | 1 Apprentice required, two total permitted   |
| 10-19 Operating Engineers      | 2 Apprentices required, three total permitted  |
| 20-24 Operating Engineers      | 3 Apprentices required, four total permitted   |
| 25-29 Operating Engineers      | 3 Apprentices required, five total permitted   |
| 30 or more Operating Engineers | 1 additional apprentice is required for each 10 Operating Engineers. 1 additional apprentice is permitted for each five 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 Wage schedules as herein published in Schedule "A" subject to OLD WORK PROTECTION & SPECIAL JOB AGREEMENT PER ARTICLE XXI shall apply to Apprentices in any of the classifications (*i.e., Universal Equipment Operator, etc.*) duly registered as Apprentices in the IUOE Local 701/AGC JATC.
- 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 The Apprentice or Trainee will be removed from the job for just cause by his 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 semi-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 Journeylevel individual can individually request focused training on craft equipment during those periods identified in the semi-annually published Engineer Training Program schedule of classes. These training periods will be coordinated to accommodate those areas of Employer/journeylevel 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.
- PREMIUM FOR FOREMAN. See Schedule A

## ARTICLE XXVII

### CONSTRUCTION INDUSTRY PROMOTION

- 27.1 Effective June 1, 1997, a Construction Industry Promotion Fund shall be established by virtue of this Agreement and a Declaration of Trust document will be 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 shall be established for the purpose of supporting programs of industry promotion, such programs serving to expand the market for the services of the building and construction industry, stabilize and improve Employer- Union relations and promote, support and improve the employment opportunities for Employee. All Employers signatory to this Collective Bargaining Agreement, or who becomes signatory, or otherwise come under the scope of this Agreement, shall contribute the sum of three cents (\$0.03) per hour worked by Employees covered under this Agreement into said Trust fund. Contributions will be made on the same form as other Trust payments.

- 27.2 Effective June 1, 1997, herein, 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 a sum of three (\$0.03) for each hour worked and remit same to AGC-Operating Engineers Trust Funds. Contributions will be made on the same form as other Trust 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 a JOINT LABOR/MANAGEMENT BOARD.

## ARTICLE XXVIII

### CONTRACT ADMINISTRATION FUND (CAF)

- 28.1 Effective DECEMBER 1, 1990, a CONTRACT ADMINISTRATION FUND (CAF) shall be established by virtue of this agreement and a Declaration of Trust document will be 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 the sum of *three cents* (\$0.03) per hour worked by Employees covered under this Agreement into said Trust fund. CAF remittances will be made on the same forms as other AGC-OPERATING ENGINEER TRUST FUNDS payments.

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## ARTICLE XXIX

### WAGE SCALES

- 29.1 OLD WORK PROTECTION
- 29.1.1 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.
- 29.1.2 Public Work performed under the provisions of a prevailing wage statute shall be administered under the protection already provided in Schedule "A".
- 29.2 The classifications of employment, wage scales, health and welfare, pensions, training, and vacation pay, as set forth in this Agreement, and Schedule "A", shall be applicable for the duration of this Agreement, as set forth in Article I, and by reference made a part of this Agreement.
- 29.3 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.
- 29.4 Additions of classifications and/or applicable wage scales for the purpose of clarification, manning or of supplying omissions may be made from time to time when signed by the parties hereto and shall be confined by written supplements to the attached Schedule "A".
- 29.5 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 arbiter named under STEP IV OF ARTICLE IX OF THIS AGREEMENT within ten (10) days. The arbiter must choose one or the other of the proposed provisions (*without compromise*) within seven (7) days.

- 29.6 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.

## ARTICLE XXX

### JURISDICTIONAL DISPUTES

- 30.1 Employers shall make all work assignments as follows:
- 30.1.1 In accordance with the terms of an existing Labor Agreement providing for such work.
- 30.1.2 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.
- 30.1.3 In accordance with area practices of local building trades.
- 30.2 If the Employer has complied with the provisions of Paragraphs 30.1, 30.1.1, 30.1.2 and 30.1.3 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:
- 30.2.2 Contesting Unions and the Contractor shall attempt to resolve disputes. If unable to do so within forty-eight (48) hours (*Saturday, Sunday and holidays excluded*) then;
- 30.2.3 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;
- 30.2.4 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;

- 30.2.5 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.
- 30.3 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 XXXI

### RECIPROCITY

- 31.1 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 XXXII

### UNION DUES DEDUCTION

- 32.1 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.

- 32.1.1 The authorization forms shall be supplied to the Union and the Employer is under no obligations to solicit Employees for authorization.
- 32.1.2 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.
- 32.1.3 This procedure shall not be applicable to initiation fees, fines or readmission fees.
- 32.1.4 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 XXXIII**

### **ADOPTION OF ADDENDUMS**

- 33.1 The signatory parties adopt as a part of this Agreement any attached ADDENDUMS or SUPPLEMENTS negotiated between Operating Engineers Local 701 and The Associated General Contractors except as noted in Paragraph 33.2.1 and in Schedule "A".
- 33.2 The HAZARDOUS WASTE REMOVAL AGREEMENT shall be considered as an addendum to this Agreement and all terms and conditions of this agreement are, by reference, incorporated into and become a part of a separate HAZARDOUS WASTE REMOVAL AGREEMENT.
- 33.2.1 Anyone signatory to this agreement may exclude the HAZARDOUS WASTE REMOVAL AGREEMENT from the terms of this agreement by providing written notice to the Union within five (5) days of the execution of this agreement or its effective date, whichever is later.

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## ARTICLE XXXIV

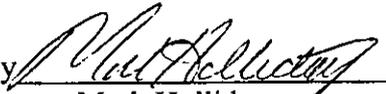
### GUARANTEE OF AUTHORITY

- 34.1 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.
- 34.1.1 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 1<sup>ST</sup> DAY OF JUNE 2002 at Gladstone, Oregon.

**SIGNATURE PAGE**

**FOR THE UNION:**

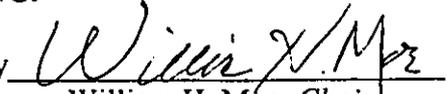
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 701**

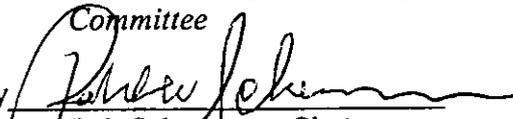
By   
Mark Holliday,  
*Business Manager &  
Financial Secretary*

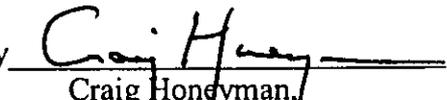
By   
Nelda Wilson, *Treasurer*

**FOR THE ASSOCIATION:**

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

By   
William H. Moe, *Chair*  
*Operating Engineers Bargaining  
Committee*

By   
Bob Schommer, *Chair,*  
*Collective Bargaining Committee*

By   
Craig Honeyman,  
*A.G.C. Executive Director*

**OPERATING ENGINEERS**  
**WAGE & FRINGE BENEFIT SCHEDULE**  
**EFFECTIVE: June 1, 2002 to December 31, 2002**

Group	<u>Zone I</u>	<u>Zone II</u> (1.50)	<u>Zone III</u> (3.00)
1	\$28.55	\$30.05	\$31.55
2	\$27.34	\$28.84	\$30.34
3	\$26.60	\$28.10	\$29.60
4	\$26.09	\$27.59	\$29.09
5	\$25.50	\$27.00	\$28.50
6	\$23.20	\$24.70	\$26.20

**Foreman:** 5% per hour above highest paid classification under the Foreman's supervision.

**FRINGE BENEFITS**

*Vacation	\$1.25
Health and Welfare	\$3.70
Pension-Defined Benefit	\$2.00
Pension-Defined Contribution	\$1.50
Training	\$0.50
Contract Admin. Fund (CAF)	\$0.03
Construction Industry Promotion (CIP)	\$0.03

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**OPERATING ENGINEERS**  
**WAGE & FRINGE BENEFIT SCHEDULE**  
**EFFECTIVE: January 1, 2003 to December 31, 2003**

Group	<u>Zone I</u>	<u>Zone II</u>	<u>Zone III</u>
		(1.50)	(3.00)
1	29.30	30.80	32.30
2	28.07	29.57	31.07
3	27.31	28.81	30.31
4	26.79	28.29	29.79
5	26.19	27.69	29.19
6	23.84	25.34	26.84

**Foreman:** 5% per hour above highest paid classification under the Foreman's supervision.

**FRINGE BENEFITS**

*Vacation	\$1.25
Health and Welfare	\$4.45
Pension-Defined Benefit	\$2.00
Pension-Defined Contribution	\$0.75
Training	\$0.50
Contract Admin. Fund (CAF)	\$0.03
Construction Industry Promotion (CIP)	\$0.03

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**OPERATING ENGINEERS**  
**WAGE & FRINGE BENEFIT SCHEDULE**  
**EFFECTIVE: January 1, 2004 to December 31, 2004**

Group	<u>Zone I</u>	<u>Zone II</u> (1.50)	<u>Zone III</u> (3.00)
1			
2			
3			
4			
5			
6			

**2 ½% INCREASE TO WAGE/FRINGE PACKAGE**  
**ALLOCATION OF WAGE/FRINGE PACKAGES**  
**TO BE DETERMINED AT A LATER DATE**  
**REFERENCE ARTICLE I, SECTION 1.2**  
**OF THE MASTER LABOR AGREEMENT**

**Foreman:**

5% per hour above highest paid classification  
under the Foreman's supervision.

**FRINGE BENEFITS**

*Vacation	
Health and Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Contract Admin. Fund (CAF)	
Construction Industry Promotion (CIP)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution,  
but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**OPERATING ENGINEERS**  
**WAGE & FRINGE BENEFIT SCHEDULE**  
**EFFECTIVE: January 1, 2005 to December 31, 2005**

Group	<u>Zone I</u>	<u>Zone II</u> (1.50)	<u>Zone III</u> (3.00)
1			
2			
3			
4			
5			
6			

**3% INCREASE TO WAGE/FRINGE PACKAGE.  
 ALLOCATION OF WAGE/FRINGE PACKAGES  
 TO BE DETERMINED AT A LATER DATE.  
 REFERENCE ARTICLE I, SECTION 1.2  
 OF THE MASTER LABOR AGREEMENT**

**Foreman:**

5% per hour above highest paid classification under the Foreman's supervision.

**FRINGE BENEFITS**

*Vacation	
Health and Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Contract Admin. Fund (CAF)	
Construction Industry Promotion (CIP)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**OPERATING ENGINEERS**  
**WAGE & FRINGE BENEFIT SCHEDULE**  
**EFFECTIVE: January 1, 2006 to December 31, 2006**

Group	<u>Zone I</u>	<u>Zone II</u> (1.50)	<u>Zone III</u> (3.00)
1			
2			
3			
4			
5			
6			

**OPEN FOR MONETARY CONSIDERATIONS.  
 ALLOCATION OF WAGE/FRINGE PACKAGES  
 TO BE DETERMINED AT A LATER DATE.**

**REFERENCE ARTICLE I, SECTION 1.2  
 OF THE MASTER LABOR AGREEMENT**

**Foreman:**

5% per hour above highest paid classification  
 under the Foreman's supervision.

**FRINGE BENEFITS**

*Vacation	
Health and Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Contract Admin. Fund (CAF)	
Construction Industry Promotion (CIP)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution,  
 but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be  
 deducted in accordance with Article XXVII of the MLA.

**OPERATING ENGINEERS**  
**WAGE & FRINGE BENEFIT SCHEDULE**  
**EFFECTIVE: January 1, 2007 to December 31, 2007**

Group	<u>Zone I</u>	<u>Zone II</u> (1.50)	<u>Zone III</u> (3.00)
1			
2			
3			
4			
5			
6			

**OPEN FOR MONETARY CONSIDERATIONS:  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.**

**REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT.**

**Foreman:**

5% per hour above highest paid classification under the Foreman's supervision.

**FRINGE BENEFITS**

*Vacation	
Health and Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Contract Admin. Fund (CAF)	
Construction Industry Promotion (CIP)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**“OLD WORK PROTECTION”**

Public Work performed under the provisions of a prevailing wage statute shall be administered under the protections already provided herein.

**PUBLIC WORKS PROJECT  
DAVIS-BACON ACT AND  
RELATED STATUTES  
ORS 279.348 TO 279.361**

In the event an individual Contractor 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 U.S. DEPARTMENT OF LABOR (*pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1,3,5 and 7, and which determinations are published in The Federal Register*), or by the COMMISSIONER OF THE OREGON BUREAU OF LABOR AND INDUSTRIES (BOLI) (*pursuant to ORS 279.348 to 279.361*), or by the DIRECTOR OF THE WASHINGTON DEPARTMENT OF LABOR AND INDUSTRIES (L & I) (*pursuant to RCW 39.12.010 to RCW 39.12.900*), THE PREDETERMINED WAGE AND FRINGE RATE SHALL APPLY FOR THE FIRST TWENTY-FOUR (24) MONTHS OF THE PROJECT FROM THE AWARD DATE.

THE HEALTH & WELFARE CONTRIBUTION RATE CAN BE INCREASED TO A MAXIMUM ADDITIONAL FIFTY (\$0.50) CENTS 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 a Contractor utilizes this Article on a job or project, whose duration is longer than the duration of this Agreement, the Contractor 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 FRINGES**  
**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 June 1, 2002 and shall expire May 31, 2007 Health and Welfare, Pension, Vacation, and Training Programs to be effective as noted below.

**OVERTIME RATES:**

- Daily and Saturdays – Time and one-half (1½X)
- Sundays and holidays – Double time (2.0X)
- After twelve (12) hours (Building Construction) – Double time (2.0X)

**HOLIDAYS:** as follows: See Article XII 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.

**HEALTH AND WELFARE:**

Three dollars and seventy cents (\$3.70) per compensable hour actually worked. See Article XXIII for details.

**VACATION:**

One dollar twenty-five cents (\$1.25) per compensable hour actually worked. See Article XXV for details.

**PENSION PLANS:** See Article XXIV for details.

**Defined Benefit Plan,** Two dollars (\$2.00) per compensable hour actually worked.

**Defined Contribution Plan,** One dollar fifty cents (\$1.50) per compensable hour actually worked.

**TRAINING:**

Fifty cents (\$0.50) per compensable hour actually worked. See Article XXVI for details.

**CONSTRUCTION INDUSTRY PROMOTION (CIP):**

Three cents (\$0.03) per compensable hour actually worked. See Article XXVII for details.

**CONTRACT ADMINISTRATION FUND (CAF):**

Three cents (\$0.03) per compensable hour actually worked. See Article XXVIII for details.

**DEDUCTIONS:**

**CONSTRUCTION INDUSTRY PROMOTION (CIP):** Three cents (\$0.03) **deduction** per compensable hour actually worked. See Article XXVII for details.

**UNION DUES:** In accordance with Article XXXII.

**PREMIUMS:**

**Foreman:**

5% per hour above 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.

## 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, FIRST DAY OF JUNE, 2002, FOR THE PERIOD JUNE 1, 2002 TO MAY 31, 2007.

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 "II" would receive  $80\% \times \text{Group 4 (Zone I is } \$26.09) = \$20.87 + \text{ZONE "II" differential of } \$1.50$  for a total of \$22.37. An 80% apprentice receives the Health and Welfare fringe benefit ONLY, full fringe benefits are not paid on apprentices until they have been rated to 85% or higher.

The progressive wage rate to be paid applies to all apprentices regardless of their Major including Technical Engineer and Heavy Duty Repairer is:

Period	Hour Range	Percentage of Journeyman wage	Fringe Benefit	Fringe contribution
1 <sup>st</sup>	0-2000	80%	H & W Only	\$3.70 per hour
2 <sup>nd</sup>	2001-4000	85%	Full Fringe	Current rate per hour
3 <sup>rd</sup>	4001-6000	90%	Full Fringe	Current rate per hour
4 <sup>th</sup>	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, 2002, is \$26.09 per hour.

The progressive wage rate to be paid the apprentice is:

Period	Hour Range	Percentage of Journeyman wage	Fringe Benefit	Fringe contribution
1 <sup>st</sup>	0-2000	80%	H & W Only	\$3.70 per hour
2 <sup>nd</sup>	2001-3000	85%	Full Fringe	Current rate per hour
3 <sup>rd</sup>	3001-4000	90%	Full Fringe	Current rate per hour
4 <sup>th</sup>	4001-6000	95%	Full Fringe	Current rate per hour

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

**Technical Engineer Standards**

The average wage for those journeymen employed by the participating Employer in the occupation on January 1, 2002 is \$25.50 per hour.

The progressive wage rate to be paid the apprentice is:

Period	Hour Range	Percentage of Journeyman wage	Fringe Benefit	Fringe contribution
1 <sup>st</sup>	0-2000	80%	H & W Only	\$3.70 per hour
2 <sup>nd</sup>	2001-3000	85%	Full Fringe	Current rate per hour
3 <sup>rd</sup>	3001-4000	90%	Full Fringe	Current rate per hour
4 <sup>th</sup>	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 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 FIRST DAY OF JUNE, 2002, 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.

Date: \_\_\_\_\_

**SIGNATURE PAGE**  
**MEMORANDUM OF UNDERSTANDING**  
**APPRENTICE WAGE SCHEDULE**

**FOR THE UNION:**

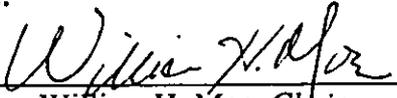
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 701**

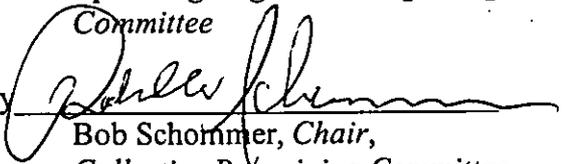
By   
Mark Holliday,  
*Business Manager &  
Financial Secretary*

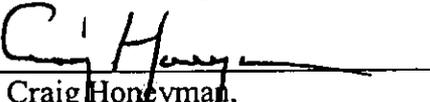
By   
Nelda Wilson, Treasurer

**FOR THE ASSOCIATION:**

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

By   
William H. Moe, *Chair*  
*Operating Engineers Bargaining  
Committee*

By   
Bob Schommer, *Chair,*  
*Collective Bargaining Committee*

By   
Craig Honeyman,  
*A.G.C. Executive Director*

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## 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 himself and his 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 I 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 50 MILES from the Portland City Hall shall receive Zone II Pay for all classifications as listed in Schedule A.
  - (C) All jobs or projects located MORE THAN 50 MILES from the Portland City Hall, but outside the identified border above, shall receive Zone III 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 30 MILES of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications as listed in Schedule A.
  - (B) All jobs or projects located MORE THAN 30 MILES and less than 50 Miles from the respective city hall of the above mentioned cities shall receive Zone II Pay for all classifications as listed in Schedule A.

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

4. WAGE ZONE SCHEDULE:

- ZONE I – BASE RATE
- ZONE II – BASE RATE PLUS \$1.50
- ZONE III – BASE RATE PLUS \$3.00

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 Contractor is required to furnish transportation for men within the job site to the place of their work, the project management and union will meet to establish any special conditions surrounding such manhaul operation. When the Contractor furnishes such transportation to the employees without cost to him, the equipment shall include seats and protection from the elements, and definite pickup and discharge points shall be determined. Payment of travel, at his 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 XII, Paragraphs 12.9 and 12.9.1, covering the movement of equipment and deadheading*).

## **GROUP CLASSIFICATIONS**

1. All attachments towed, unless otherwise listed, take the rate of Power Unit towing.
2. Measurements are S.A.E. Rating.
3. All tonnage is maximum safe lifting capacity.
4. Crane rates apply when driving or pulling piling.
5. 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.
6. Listing of machine classifications in groups is for convenience of finding and in no way does it restrict any machine and/or classification.
7. Assistant to Engineer classification may include any of the following: Brakeman, Deckhand, Oiler, Truck Crane Oiler, Guardrail Punch Oiler, Auger Oiler, Plant Oiler, Switchman, Signalman, H.D. Repairman Assistant, Welder's Assistant, Crusher Feederman, Assistant Conveyor Operator, Grade Oiler, Fireman, Drill Assistant, Drill Locator, Screed.
8. 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.
9. Equipment horsepower rating, flywheel horsepower shall be considered first. If no flywheel horsepower is listed then SAE net horsepower will be used.

## CLASSIFICATIONS

### ASPHALT

- 6 Plant Oiler
- 6 Plant Fireman
- 6 Pugmill Operator (*any type*)
- 6 Truck mounted asphalt spreader, with screed
- 4 Screed Operator
- 5 Extrusion Machine Operator
- 2 Asphalt Plant Operator (*any type*) (*Assistant to Engineer required*)
- 4 Asphalt Paver Operator (*Screed man required*)
- 5 Roller Operator (*any asphalt mix*)
- 4 Diesel-Electric Engineer, Plant
- 5 Asphalt Burner and Reconditioner Operator (*any type*), 84 (*Assistant to Engineer if required*)
- 4 Roto-Mill, pavement profiler, operator under six (6) foot lateral cut.
- 5 Roto-Mill, pavement profiler, ground man.
- 2 Roto-Mill, pavement profiler, operator, six (6) foot lateral cut and over.
- 6 Raker

### BLADE

- 4 Blade Operator
- 4 Blade Operator, Finish
- 4 Blade Operator, externally controlled by electronic, mechanical Hydraulic means
- 4 Blade Operator, multi-engine
- 2 Auto Grader or "Trimmer" Operator (*Grade Checker required*)
- 2 Blade Operator, Robotic

### BULLDOZERS

- 5 Bulldozer Operator, 20,000 LBS or less, or 100 horse or less
- 4 Bulldozer Operator, over 20,000 LBS and more than 100 horse up to 70,000 LBS
- 3 Bulldozer Operator, over 70,000 LBS up to and including 120,000 LBS
- 2 Bulldozer Operator, over 120,000 LBS and above
- 4 Drill Cat Operator
- 4 Side-Boom Operator
- 4 Cable-Plow Operator (*any type*)
- 2 Bulldozer Operator, twin engine
- 2 Bulldozer Operator, (*Tandem, Quad-nine, D-10, D-11, and similar type*)
- 2 Bulldozer Robotic Equipment (*any type*)

### CLEARING

- 4 Log Skidders
- 4 Chippers (*Assistant to Engineer if required*)
- 4 Incinerator (*Assistant to Engineer if required*)
- 4 Stump Splitter (*loader mounted or similar type*)
- 4 Stump Grinder (*loader mounted or similar type*)
- 4 Tub Grinder (*used for wood debris*)
- 4 Land Clearing Machine (*Track mounted forestry mowing & grinding machine*)
- 4 Hydro Axe (*loader mounted or similar type*)

**COMPRESSORS**

- 6 Compressor Operator (*any power*)  
under 1,250 cu. ft. total capacity.
- 5 Compressor Operator (*any power*),  
over 1,250 cu. ft. total capacity.

**COMPACTORS –Self-Propelled**

- 5 Compactor Operator, including vibratory
- 5 Wagner Pactor Operator or similar  
type (*without blade*)
- 4 Compactor Operator, with blade
- 4 Compactor Operator, multi-engine
- 4 Compactor Operator, Robotic

**CONCRETE**

- 6 Plant Oiler
- 6 Assistant Conveyor Operator
- 6 Conveyor Operator
- 6 Mixer Box Operator (*C.T.B., dry  
batch, etc.*)
- 6 Cement Hog Operator
- 6 Concrete Saw Operator
- 6 Concrete Curing Machine Operator  
(*riding type*)
- 6 Wire Mat or Brooming Machine  
Operator
- 5 Combination Mixer and Compressor  
Operator, gunite work
- 5 Concrete Batch Plant Quality Control  
Operator
- 5 Belcrete Operator
- 5 Pumpcrete Operator (*any type*)
- 5 Pavement Grinder and/or Grooving  
Machine Operator (*riding type*)
- 4 Mixer Mobile Operator
- 5 Cement Pump Operator, Fuller-  
Kenyon and similar
- 5 Concrete Pump Operator
- 5 Grouting Machine Operator

**CONCRETE (*continued*)**

- 4 Screed Operator
- 4 Concrete Cooling Machine Operator
- 5 Concrete Mixer Operator, single drum,  
under five (5) bag capacity
- 5 Concrete Mixer Operator, single drum,  
five (5) bag capacity and over
- 2 Batch Plant and/or Wet Mix Operator,  
one and two drum
- 1 Batch Plant and/or Wet Mix Operator,  
three (3) units or more
- 5 Cast in place pipe laying machine
- 5 Maginnis Internal Full Slab Vibrator  
Operator
- 5 Concrete Finishing Machine Operator,  
Clary, Johnson, Bidwell, Burgess  
Bridge deck or similar type
- 5 Curb Machine Operator, Mechanical  
Berm, Curb and/or Curb and Gutter
- 5 Concrete Joint Machine Operator
- 5 Concrete Planer Operator
- 5 Tower Mobile Operator
- 5 Power Jumbo Operator setting slip  
forms, etc., in tunnels
- 5 Slip Form Pumps, power driven  
hydraulic lifting device for concrete  
Forms
- 5 Concrete Paving Machine Operator  
(*Assistant to Engineer required*)
- 5 Concrete Finishing Machine Operator
- 5 Concrete Spreader Operator
- 4 Concrete Paving Road Mixer
- 2 Automatic Concrete Slip Form Paver  
Operator (*Assistant to Engineer required*)
- 2 Concrete Canal Line Operator  
(*Assistant to Engineer required*)
- 4 Concrete Breaker (*Assistant to Engineer  
if required*)
- 4 Reinforced Tank Banding Machine  
(*K-17 or similar types*), (*Assistant to  
Engineer required*)

**CONCRETE** *(continued)*

- 2 Concrete Profiler, Diamond Head
- 4 Laser Screed
- 5 Barrel Truck Driver

**CRANE**

- 6 Oiler
- 6 Fireman, all equipment
- 6 Truck Crane Oiler-Driver
- 6 A-Frame Truck Operator, single drum
- 6 Tugger or Coffin Type Hoist Operator
- 5 Helicopter Hoist Operator
- 5 Hoist Operator, single drum
- 5 Elevator Operator, move personnel or materials
- 5 A-Frame Truck Operator, double drum
- 5 Boom Truck Operator
- 4 Chicago Boom and similar types
- 4 Lift Slab Machine Operator
- 4 Boom Type lifting device, five (5) ton capacity or less
- 4 Hoist Operator, two (2) drum
- 4 Hoist Operator, three (3) or more drums
- 4 Derrick Operator, under 100 ton (two Operators required when swing control is remote from hoist)
- 4 Hoist Operator, stiff leg, guy derrick or Similar type, fifty (50) ton and over
- 4 Cableway Operator, up to twenty-five (25) ton
- 2 Cableway Operator, twenty-five (25) ton and over
- 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
- 4 Cherry Picker or similar type crane-hoist
- 4 Carry Deck Operator
- \*1 Helicopter Operators, when used in erecting work

**HYDRAULIC CRANE OPERATOR**

- 5 Hydraulic Boom Truck, Pittman
- \*4 Hydraulic Crane Operator, under fifty (50) tons
- \*3 Hydraulic Crane Operator, fifty (50) tons through 89 tons ( with luffing or tower attachment takes Group 2 Classification)
- \*2 Hydraulic Crane Operator, ninety (90) tons through 199 tons (with luffing or tower attachment takes Group 1 classification)
- \*1 Hydraulic Crane Operator, two hundred (200) tons and over (with luffing or tower attachment shall receive the Group 1 classification plus 5%)

**TOWER/WHIRLEY OPERATOR**

- \*2 Tower Crane Operator
- \*2 Whirley Operator, under ninety (90) ton
- \*1 Whirley Operator, ninety (90) ton and over

**LATTICE BOOM CRANE OPERATOR**

- \*4 Lattice Boom Crane Operator, under fifty (50) tons
- \*3 Lattice Boom Crane Operator, fifty (50) tons through 89 tons (and less than 150' boom)
- \*2 Lattice Boom Crane Operator, ninety (90) tons through 199 tons, (and/or 150'-200' boom)
- \*1 Lattice Boom Crane Operator, two Hundred (200) tons through 299 tons, (and/or over 200' boom)

*\*See Article XVII – "Manning Conditions" to determine if Assistant to Engineer is required*

**LATTICE BOOM CRANE OPERATOR** *(continued)*

- \*1 Lattice Boom Crane Operator, two hundred (200) tons through 299 tons, with over 200' boom shall receive the Group 1 classification rate plus 5%
- \*1 Lattice Boom Crane Operator, three hundred (300) tons through 399 tons shall receive Group 1 classification rate plus 5%
- \*1 Lattice Boom Crane Operator, three hundred (300) tons through 399 tons, with over 200' boom shall receive the Group 1 classification rate plus 10%
- \*1 Lattice Boom Crane Operator, four hundred (400) tons and over, shall receive the Group 1 classification rate plus 10%

**CRUSHER**

- 6 Crusher Oiler
- 6 Crusher Feederman
- 4 Generator Operator
- 4 Diesel-Electric Engineer
- 4 Grizzly Operator
- 2 Crusher Plant Operator *(Subject to Article XVII – Manning Conditions)*

**DRILLING**

- 6 Drill Assistant
- 6 Auger Oiler
- 5 Churn Drill and Earth Boring Machine Operator
- 4 Drill Doctor
- 4 Boring Machine Operator *(Assistant to Engineer required)*
- 4 Driller, Percussion, Diamond, Core, Cable, Rotary & similar type
- 4 Cat Drill *(John Henry)*
- 5 Vacuum Truck

**DRILLING** *(continued)*

- 4 Directional Drill Operator over 20,000 LBS pullback
- 5 Directional Drill Operator less than 20,000 LBS pullback
- 6 Directional Drill Locator

**FLOATING EQUIPMENT**

- 6 Deckhand
- 4 Licensed Boatman
- 6 Boatman
- 5 Fireman
- 4 Diesel-Electric Engineer
- 4 Jack Operator, elevating barges, Barge Operator, self-unloading *(Assistant to Engineer required)*
- 4 Piledriver Operator *(not crane type) (Deckhand required)*
- 4 Floating Clamshell, etc. Operator, under 3 cu. Yd. *(Fireman or Diesel-Electric Engineer required)*
- 4 Floating Crane *(derrick barge)* Operator less than 30 ton *(Assistant to Engineer required)*
- 2 Floating Clamshell, etc. Operator 3 cu. Yds. and over *(Fireman or Diesel-Electric Engineer required)*
- 2 Floating Crane *(derrick barge)* Operator, 30 ton but less than 150 ton *(Assistant to Engineer required)*
- 1 Floating Crane, 150 ton but less than 250 ton *(Assistant to Engineer required)*
- \*1 Floating Crane, two hundred fifty (250) ton and over *(Assistant to Engineer and Deckhand required)* shall receive the Group 1 Classification rate plus 5%.

**FLOATING EQUIPMENT** *(continued)*

- \*1 Floating Crane, three hundred fifty (350) ton and over *(Assistant to Engineer and Deckhand required)* shall receive the Group 1 classification rate plus 10%

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

**FORKLIFT**

- 6 Self-Propelled Scaffolding Operator, Construction job site *(excluding working platform)*
- 6 Fork Lift or Lumber Stacker Operator, construction job site
- 6 Ross Carrier Operator, construction job Site
- 6 Lull Hi-Lift Operator or similar type
- 5 Fork Lift, over ten (10) ton and/or Robotic
- 3 Rock Hound Operator

**GENERATORS**

- 4 Generator Operator
- 4 Diesel-Electric Engineer

**GUARDRAIL EQUIPMENT**

- 6 Oiler
- 6 Auger Oiler
- 6 Oiler, combination guardrail machines
- 4 Guardrail Punch Operator *(all types) (Assistant to Engineer if required)*
- 6 Guardrail Punch Oiler
- 4 Guardrail Auger Operator *(all types) (Assistant to Engineer if required)*
- 4 Combination Guardrail machines, i.e. punch, auger, etc. *(Assistant to Engineer if required)*

**HEATING PLANT**

- 6 Temporary Heating Plant Operator
- 4 Surface Heater and Planer Operator

**HYDRAULIC HOES-EXCAVATORS**

- 5 Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type)
- 5 Hydraulic Backhoe Operator, track type up to and including 20,000 LBS.
- 4 Robotic Hydraulic Backhoe Operator, track and wheel type up to and including 20,000 LBS. With any or all Attachments.
- 4 Excavator Operator over 20,000 LBS through 80,000 LBS.
- 3 Excavator Operator over 80,000 LBS through 130,000 LBS *(Assistant to the Engineer required)*
- 2 Excavator Operator over 130,000 LBS and above *(Assistant to the Engineer required)*

**LOADERS**

- 6 Bobcat, skid steer (<1 Yd)
- 6 Bucket Elevator Loader Operator, Barber-Greene and similar types
- 5 Loaders, rubber-tired type, less than 25,000 LBS
- 5 Elevating Grader Operator, Tractor towed requiring Operator or Grader
- 4 Belt Loaders, Kolman and Ko Cal types
- 4 Loader Operator, front end and overhead 25,000 LBS and less than 60,000 LBS
- 5 Elevating Loader Operator, Athey and similar types
- 4 Elevating Grader Operator by Tractor Operator, Sierra, Euclid or similar types
- 3 Loader Operator, 60,000 LBS and less than 120,000 LBS
- 2 Loader Operator, 120,000 LBS and above

**OILERS-ASSISTANTS-FOREMAN**

- 6 Material Handler
- 6 Oiler
- 6 Guardrail Punch Oiler
- 6 Truck Crane Oiler-Driver
- 6 Auger Oiler
- 6 Grade Oiler, required to check grade
- 5 Service Oiler (*Greaser*)
- 6 Grade Checker
- 4 Grade Setter/layout from plans
- 6 Rigger
- 6 Bell Boy, phones, etc. Operator
- 6 Helicopter Radioman (*ground*)
- \* Foreman 5% per hour above highest paid classification under the Foreman's supervision

**PILEDRIVERS**

**NOTE:** Crane rates apply when driving or pulling piling

- 4 Hammer Operator
- 4 Piledriver Operator (*not crane type*) (*Assistant to Engineer required*)

**PIPELINE – Sewer Water**

- 6 Tar Pot Fireman
- 6 Tar Pot Fireman (*power agitated*)
- 6 Hydraulic Pipe Press Operator
- 5 Hydra Hammer or similar types
- 5 Pavement Breaker Operator
- 4 Pipe Cleaning Machine Operator
- 4 Pipe Doping Machine Operator
- 4 Pipe Bending Machine Operator
- 4 Pipe Wrapping Machine Operator
- 4 Boring Machine Operator (*Assistant to Engineer required*)
- 4 Back Filling Machine Operator (*Assistant to Engineer required*)

**PUMPS**

- 6 Pump Operator (*any power*)
- 6 Hydrostatic Pump Operator
- 5 Pump Operator, more than 5 (*any size*)
- 5 Pot Rammer Operator

**RAILROAD EQUIPMENT**

- 6 Brakeman
- 6 Oiler
- 6 Switchman
- 6 Motorman
- 6 Ballast Jack Tamper Operator
- 5 Locomotive Operator, under 40 tons (*Assistant to Engineer required*)
- 5 Ballast Regulator Operator
- 5 Ballast Tamper Multi-Purpose Operator
- 5 Track Liner Operator
- 5 Tie Spacer Operator
- 5 Shuttle Car Operator
- 5 Locomotive Operator, 40 tons and over (*Assistant to Engineer required*)

**REMOTE CONTROL**

- 2 Remote controlled earth-moving Equipment
- 2 Heavy Equipment Robotics Operator
- 2 Heavy Equipment Robotics Mechanic
- 4 Concrete Cleaning Decontamination Machine Operator
- 4 Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic
- 4 Vacuum Blasting Machine Operator/Mechanic
- 2 Master Environmental Maintenance Mechanic

**REPAIRMEN, Heavy Duty**

- 6 Parts Man (*Tool Room*)
- 6 H.D. Repairman Assistant
- 6 Welder's Helper Assistant
- 4 Diesel-Electric Engineer (*Plant or Floating*)
- 4 Bolt Threading Machine Operator
- 4 Drill Doctor (*Bit Grinder*)
- 4 H.D. Mechanic
- 4 H.D. Welder
- 4 Machine Tool Operator
- 4 Combination H.D. Mechanic-Welder, when dispatched and/or when required to do both
- 4 Welder; Certified, when dispatched and/or required

**RUBBER-TIRED SCRAPERS**

- 4 Rubber-tired Scraper Operator, single engine, single scraper
- 4 Self-loading, paddle wheel, auger type under 15 cu. yds.
- 4 Rubber-tired Scraper Operator, twin Engine
- 4 Rubber-tired Scraper Operator, with push-pull attachments
- 3 Rubber-tired Scraper Operator, with tandem scrapers
- 2 Rubber-tired Scraper Operator, with tandem scrapers, multi-engine
- 4 Self-loading, paddle wheel, auger type 15 cu. yds. and over, single engine
- 3 Self-loading, paddle wheel, auger type, finish and/or 2 or more units
- 4 Water pulls, water wagons

**MATERIAL HAULERS**

- 5 Cat wagons DJB's, Volvos similar types
- 5 Conveyored material hauler
- 5 Water Trucks
- 5 All Terrain Trucks, Track Trucks

**SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR**

- 6 Oiler
- 6 Grade Oiler (*required to check grade*)
- 6 Grade Checker
- 6 Fireman
- 4 Diesel-Electric Engineer
- 4 Stationary Drag Scraper Operator
- \*4 Shovel, Dragline, Clamshell, Operator under 3 cu. yd.
- \*4 Grade-all Operator
- \*3 Shovel, Dragline, Clamshell, Operator, 3 cu. yds., but less than 5 cu. yds. (*Assistant to Engineer required*)

**SHOVEL, DRAGLINE, CLAMSHELL,  
SKOOPER, ETC. OPERATOR**

*(continued)*

\*2 Shovel, Dragline, Clamshell, Operator,  
5 cu. yds. and over

*\*(See Article XVII – Manning Conditions  
to determine if Assistant to the Engineer  
is required)*

**SURFACING (BASE) MATERIAL**

- 6 Roller Operator, grading of base rock  
*(not asphalt)*
- 5 Roller Operator, Oiling, C.T.B.
- 6 Tamping Machine Operator, mechanical,  
self-propelled
- 6 Hydrographic Seeder Machine Operator,  
straw, pulp or seed
- 5 Rock Spreaders, self-propelled
- 5 Pulva-mixer or similar types
- 4 Blade Mounted Spreaders, Ulrich and  
similar types
- 5 Chip Spreading Machine Operator
- 5 Lime Spreading Operator, construction  
job site

**SWEEPERS**

- 6 Broom Operator, self-propelled,  
construction job site
- 5 Sweeper Operator *(Wayne type)*  
self-propelled, construction job site

**TRACTOR – RUBBER TIRED**

- 5 Tractor Operator, rubber-tired, 50 H.P.  
Flywheel and under
- 4 Tractor Operator, rubber-tired, over 50  
H.P. Flywheel
- 4 Tractor Operator, with boom attachment
- 4 Rubber-tired Dozers and Pushers  
*(Michigan, Cat, Hough type)*
- 4 Challenger
- 4 Skip Loader, Drag Box

**TRENCHING MACHINE**

- 6 Oiler
- 6 Grade Oiler *(required to check grade)*
- 5 Trenching Machine Operator, maximum  
digging capacity 3 ft. depth *(any  
assistance in the operation shall be  
performed by an Assistant to Engineer)*
- 4 Trenching Machine Operator, maximum  
digging capacity over 3 ft. depth *(Grade  
oiler required)*
- 4 Back Filling Machine Operator  
*(Assistant to Engineer required)*
- 2 Wheel Excavator, under 750 cu. yds.  
per hour *(Grade Oiler required)*
- 2 Canal Trimmer *(Grade Oiler required)*
- 2 Wheel Excavator, over 750 cu. yds. per  
hour *(two Operators and at least one  
Grade Oiler required)*
- 2 Band Wagons *(in conjunction with  
wheel excavator)*

**TUNNEL**

- 4 Mucking Machine Operator
- 5 Dinkey
- 6 Conveyor Operator *(any type)*
- 4 Shield Operator
- 6 Air Filtration Equipment Operator

**WELDING MACHINES**

6 Welding Machine Operator

**UNDERWATER EQUIPMENT**

2 Underwater Equipment Operator,  
remote or otherwise, when used in  
Construction work

## **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 VIII*).

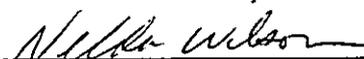
Anyone signatory to this Agreement may exclude his home shop, yard and warehouse from the terms of this Agreement by written notice to the Union given within five (5) days of the execution of this Agreement or its effective date, whichever is later.

**SIGNATURE PAGE**

**FOR THE UNION:**

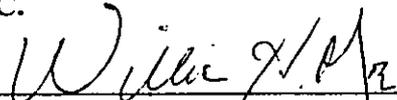
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 701**

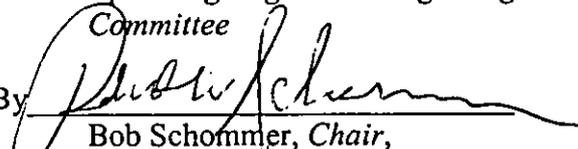
By   
Mark Holliday,  
*Business Manager &  
Financial Secretary*

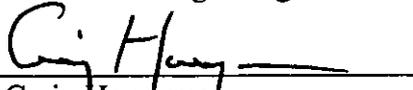
By   
Nelda Wilson, *Treasurer*

**FOR THE ASSOCIATION:**

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

By   
William H. Moe, *Chair*  
*Operating Engineers Bargaining  
Committee*

By   
Bob Schommer, *Chair,*  
*Collective Bargaining Committee*

By   
Craig Honeyman,  
*A.G.C. Executive Director*

## **TECHNICAL ENGINEERS ADDENDUM**

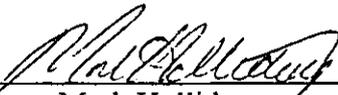
The Technical Engineers Agreement shall be considered as an Addendum to this Agreement and all terms and conditions of this Agreement are, by this reference, incorporated into and become a part of the Technical Engineers Agreement.

Anyone signatory to this Agreement may exclude Technical Engineers 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.

**SIGNATURE PAGE**

**FOR THE UNION:**

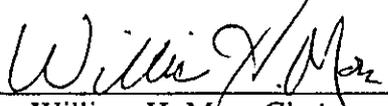
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 701**

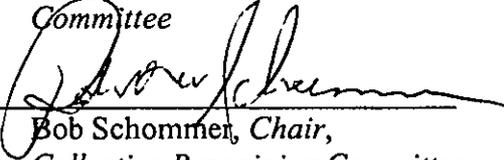
By   
Mark Holliday,  
Business Manager &  
Financial Secretary

By   
Nelda Wilson, Treasurer

**FOR THE ASSOCIATION:**

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

By   
William H. Moe, Chair  
Operating Engineers Bargaining  
Committee

By   
Bob Schommer, Chair,  
Collective Bargaining Committee

By   
Craig Honeyman,  
A.G.C. Executive Director

## **CRANE RENTAL ADDENDUM**

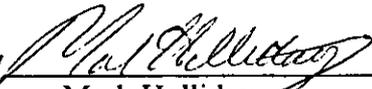
The Crane Rental Agreement shall be considered as an Addendum to this Agreement and all terms and conditions of this Agreement are, by this reference, incorporated into and become a part of the Crane Rental Agreement.

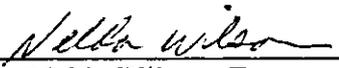
Anyone signatory to this Agreement may exclude Crane Rental Addendum from the terms of this Agreement by written notice to the Union given within five (5) days of the execution of this Agreement or its effective date, whichever is later.

**SIGNATURE PAGE**

**FOR THE UNION:**

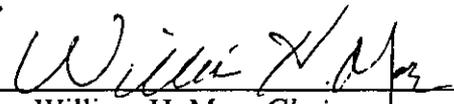
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 701**

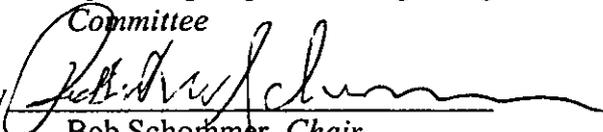
By   
Mark Holliday,  
*Business Manager &  
Financial Secretary*

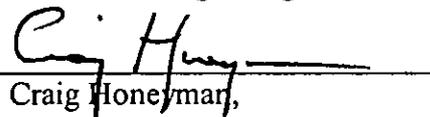
By   
Nelda Wilson, *Treasurer*

**FOR THE ASSOCIATION:**

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

By   
William H. Moe, *Chair*  
*Operating Engineers Bargaining  
Committee*

By   
Bob Schorhmer, *Chair,*  
*Collective Bargaining Committee*

By   
Craig Honeyman,  
*A.G.C. Executive Director*

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# ***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 FIRST DAY OF JUNE, 2002, 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 I

### EFFECTIVE DATE – DURATION

- 1.1 When executed by parties hereto, the terms and conditions of this Agreement shall become effective on JUNE 1, 2002, AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH MAY 31, 2007. 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, 2003.

## ARTICLE II

### 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 his/her 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 or nights he/she shall be reimbursed for his/her 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 members of Local No. 701 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 workman of Local No. 701 transfers to the permanent shop, the workman 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 shut down period of field operations, the Employer shall have the right to transfer or employ his/her field personnel in his/her permanent shop.
- 2.4 **ON FLOATING EQUIPMENT ONLY:** Tools lost overboard shall be replaced by the Employer.
- 2.5 All workers employed by the Employer to perform work covered within this Agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) 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 work day 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 (1½X) the straight time rate. Work performed on SUNDAYS and on HOLIDAYS shall be paid for at DOUBLE THE STRAIGHT TIME RATE (2.0X), EXCEPT emergency work which shall be defined as unforeseeable or unpredictable breakdowns occurring on a particular project and brought into the Contractor'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 Contractor's permanent shop or yard requiring Sunday work for completion, this Sunday work shall be paid for at time and one-half (1½X) . 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 he/she quits of his/her own volition, he/she 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 III

### **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 JUNE 1, 2002, 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, Vacation, Training Program, CIP, CAF, and Dues Deductions, 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 IV

### CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: June 1, 2002 through December 31, 2002

#### WAGE RATES

H.D. Mechanic Foreman	\$23.55
H.D. Mechanic	\$22.80
Welder	\$22.80
Machine Tool Operator	\$22.80
Spread Oiler	\$22.30
Mechanic Helper	\$20.35

#### FRINGE BENEFITS

*Vacation	\$1.25
Health & Welfare	\$3.70
Pension-Defined Benefit	\$2.00
Pension-Defined Contribution	\$1.50
Training	\$0.50
Construction Industry Promotion (CIP)	\$0.03
Contract Admin. Fund (CAF)	\$0.03

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

#### DEDUCTIONS

Union Dues – in accordance with Article XXXII of the MLA.

Construction Industry Promotion (CIP) - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2003 to December 31, 2003**

**WAGE RATES**

H.D. Mechanic Foreman	24.25
H.D. Mechanic	23.50
Welder	23.50
Machine Tool Operator	23.50
Spread Oiler	22.94
Mechanic Helper	20.99

**FRINGE BENEFITS**

*Vacation	\$1.25
Health & Welfare	\$4.45
Pension-Defined Benefit	\$2.00
Pension-Defined Contribution	\$0.75
Training	\$0.50
Construction Industry Promotion (CIP)	\$0.03
Contract Admin. Fund (CAF)	\$0.03

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2004 to December 31, 2004**

**WAGE RATES**

**2 ½ % INCREASE TO WAGE/FRINGE PACKAGE.  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.**

**REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT**

H.D. Mechanic Foreman	
H.D. Mechanic	
Welder	
Machine Tool Operator	
Spread Oiler	
Mechanic Helper	

**FRINGE BENEFITS**

*Vacation	
Health & Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Construction Industry Promotion (CIP)	
Contract Admin. Fund (CAF)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

## CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: January 1, 2005 to December 31, 2005

### WAGE RATES

**3% INCREASE TO WAGE/FRINGE PACKAGE.  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.**

**REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT**

H.D. Mechanic Foreman	
H.D. Mechanic	
Welder	
Machine Tool Operator	
Spread Oiler	
Mechanic Helper	

### FRINGE BENEFITS

*Vacation	
Health & Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Construction Industry Promotion (CIP)	
Contract Admin. Fund (CAF)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

### DEDUCTIONS

Union Dues – in accordance with Article XXXII of the MLA.

Construction Industry Promotion (CIP) - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2006 to December 31, 2006**

**WAGE RATES**

**OPEN FOR MONETARY CONSIDERATIONS.  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.**

**REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT**

H.D. Mechanic Foreman	
H.D. Mechanic	
Welder	
Machine Tool Operator	
Spread Oiler	
Mechanic Helper	

**FRINGE BENEFITS**

*Vacation	
Health & Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Construction Industry Promotion (CIP)	
Contract Admin. Fund (CAF)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

## **CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2007 to December 31, 2007**

### **WAGE RATES**

**OPEN FOR MONETARY CONSIDERATIONS.  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.**

**REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT**

H.D. Mechanic Foreman	
H.D. Mechanic	
Welder	
Machine Tool Operator	
Spread Oiler	
Mechanic Helper	

### **FRINGE BENEFITS**

*Vacation	
Health & Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Construction Industry Promotion (CIP)	
Contract Admin. Fund (CAF)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

### **DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

## ARTICLE V

### 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 FIRST DAY OF JUNE, 2002, at Gladstone, Oregon.

**SIGNATURE PAGE**

**FOR THE UNION:**

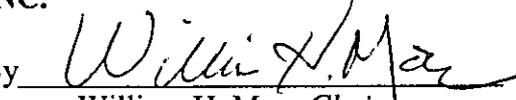
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 701**

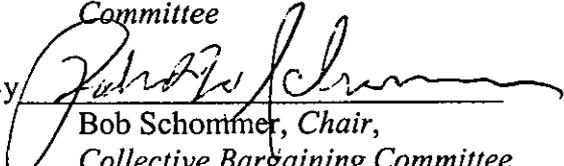
By   
Mark Holliday,  
Business Manager &  
Financial Secretary

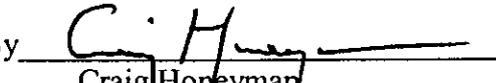
By   
Nelda Wilson, Treasurer

**FOR THE ASSOCIATION:**

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

By   
William H. Moe, Chair  
Operating Engineers Bargaining  
Committee

By   
Bob Schommer, Chair,  
Collective Bargaining Committee

By   
Craig Honeyman,  
A.G.C. Executive Director

***TECHNICAL ENGINEERS***  
**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 FIRST DAY OF JUNE, 2002, 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 Technical Engineers 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 II (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 I**

### **PRINCIPAL AGREEMENT**

The Employer agrees that all Technical Engineers 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 II**

### **EFFECTIVE DATE AND DURATION**

This Agreement shall be effective commencing June 1, 2002, and shall continue in force and effect through May 31, 2007. Modification or termination of this Agreement shall be effectuated as provided for under Article VI of the Principal Agreement.

## ARTICLE III

### 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 embankment, excavations, piles, caissons and utilities.

## ARTICLE IV

### 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 technical engineer, the Employee shall be paid according to the higher scale.

- (a) A one (1) person crew shall consist of a Party Chief. (*Total Station or similar one person survey system*).
- (b) A two (2) person survey party shall consist of a least a Party Chief and a Chainman.
- (c) A three (3) person survey party shall consist of at least a Party Chief, an Instrumentman, and a Chainman.

## ARTICLE V

### CLASSIFICATIONS AND WAGE SCALE

EFFECTIVE: June 1, 2002 through December 31, 2002

#### WAGE RATES

Chief of Parties	\$28.37
Party Chief	\$27.34
Instrumentman	\$25.50
Chainman	\$23.20

#### FRINGE BENEFITS

* Vacation	\$1.25
Health and Welfare	\$3.70
Pension-Defined Benefit	\$2.00
Pension-Defined Contribution	\$1.50
Training	\$0.50
Construction Industry Promotion (CIP)	\$0.03
Contract Admin. Fund (CAF)	\$0.03

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

#### DEDUCTIONS

Union Dues – in accordance with Article XXXII of the MLA.

Construction Industry Promotion (CIP) - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2003 to December 31, 2003**

**WAGE RATES**

Chief of Parties	29.07
Party Chief	28.07
Instrumentman	26.19
Chainman	23.84

**FRINGE BENEFITS**

* Vacation	\$1.25
Health and Welfare	\$4.45
Pension-Defined Benefit	\$2.00
Pension-Defined Contribution	\$0.75
Training	\$0.50
Construction Industry Promotion (CIP)	\$0.03
Contract Admin. Fund (CAF)	\$0.03

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

## **CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2004 to December 31, 2004**

### **WAGE RATES**

**2 ½% INCREASE TO WAGE/FRINGE PACKAGE.  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.**

**REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT**

Chief of Parties	
Party Chief	
Instrumentman	
Chainman	

### **FRINGE BENEFITS**

* Vacation	
Health and Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Construction Industry Promotion (CIP)	
Contract Admin. Fund (CAF)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

### **DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2005 to December 31, 2005**

**WAGE RATES**

**3% INCREASE TO WAGE/FRINGE PACKAGE.  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.  
REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT.**

Chief of Parties	
Party Chief	
Instrumentman	
Chainman	

**FRINGE BENEFITS**

* Vacation	
Health and Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Construction Industry Promotion (CIP)	
Contract Admin. Fund (CAF)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

## **CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2006 to December 31, 2006**

### **WAGE RATES**

**OPEN FOR MONETARY CONSIDERATIONS.  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.**

**REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT.**

Chief of Parties	
Party Chief	
Instrumentman	
Chainman	

### **FRINGE BENEFITS**

* Vacation	
Health and Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Construction Industry Promotion (CIP)	
Contract Admin. Fund (CAF)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

### **DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**CLASSIFICATIONS AND WAGE SCALE**

**EFFECTIVE: January 1, 2007 to December 31, 2007**

**WAGE RATES**

**OPEN FOR MONETARY CONSIDERATIONS.  
ALLOCATION OF WAGE/FRINGE PACKAGES  
TO BE DETERMINED AT A LATER DATE.  
REFERENCE ARTICLE I, SECTION 1.2  
OF THE MASTER LABOR AGREEMENT**

Chief of Parties	
Party Chief	
Instrumentman	
Chainman	

**FRINGE BENEFITS**

* Vacation	
Health and Welfare	
Pension-Defined Benefit	
Pension-Defined Contribution	
Training	
Construction Industry Promotion (CIP)	
Contract Admin. Fund (CAF)	

\* (Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation)

**DEDUCTIONS**

**Union Dues** – in accordance with Article XXXII of the MLA.

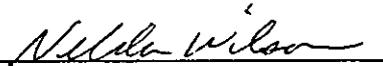
**Construction Industry Promotion (CIP)** - \$0.03 per compensable hour – to be deducted in accordance with Article XXVII of the MLA.

**SIGNATURE PAGE**

**FOR THE UNION:**

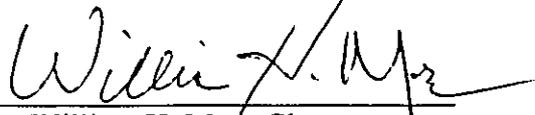
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 701**

By   
Mark Holliday,  
Business Manager &  
Financial Secretary

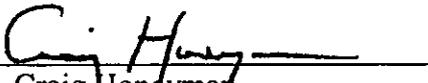
By   
Nelda Wilson, Treasurer

**FOR THE ASSOCIATION:**

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

By   
William H. Moe, Chair  
Operating Engineers Bargaining  
Committee

By   
Bob Schommer, Chair,  
Collective Bargaining Committee

By   
Craig Honeyman,  
A.G.C. 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 FIRST DAY OF JUNE, 2002, by and between OREGON-COLUMBIA CHAPTER, THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION No. 701.