



International Union of Operating Engineers

LOCAL 302 • Washington • Alaska • Idaho • AFL-CIO

Daren Konopaski, *Business Manager & General Vice President*

Western Washington Operating Engineers Local 302 and the Washington AGC Tentative Agreement Summary and Ballot

July 3, 2018

Dear Brothers and Sisters:

As you are aware your negotiation team has been at the bargaining table negotiating on your behalf. After several bargaining sessions, the parties have come to a Tentative Agreement.

Enclosed is a copy of the changes to the Proposed Western Washington Master Labor Agreement and a copy of the ballot. In your review of the tentatively agreed to changes please not that:

Changes that are underlined in blue are additions to the existing contract.

Changes that are ~~struck through in red~~ are deletions to the existing contract.

I cannot stress enough the critical importance in receiving your vote. We have attempted to utilize your valuable feedback and input throughout this process and we urge you to take the time to review the changes and vote on this Tentative Agreement. Please return your ballot in the self-addressed, postage paid envelope. **The envelope must be received no later than midnight on Tuesday, July 24, 2018 to be counted on Wednesday, July 25, 2018.** The results will be posted on the Local 302 website as soon as they are counted.

Thank you for participating and if you have any questions you can contact any agent.

In Solidarity,

Daren Konopaski
International Vice President and Business Manager

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ARTICLE 4
EFFECTIVE DATE AND DURATION

SECTION 1. This Agreement shall be effective commencing June 1, 2015 2018 and shall continue in force and effect through May 31, 2018 2021 Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed or terminated. For the purpose of negotiating alterations in wages and other terms and conditions of employment, the Employer, or Local 302 may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is in no way intended by the parties as a termination of, nor shall it in anyway be construed as a termination of, this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

ARTICLE 16
HOURS OF WORK

SECTION 1. SINGLE SHIFT OPERATION

F. Special Shifts: When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts. ~~In the event the special shift is less than forty (40) hours in duration, the Employee will receive an additional \$1.00 per hour special shift premium. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked, as defined in Appendix 1, Schedule A. This premium pay does not apply to work outside the normal shift that is paid in accordance with Article 17, Overtime.~~

SECTION 2. MULTIPLE SHIFT OPERATION.

A. Two Shift Operation: On a two consecutive shift operation, the second shift shall be paid the special shift premium for each hour worked, as defined in Appendix 1, Schedule A. ~~no shift penalty is involved for work performed on either of these two shifts.~~ Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two shift operation, the second shift shall be established for a minimum of three (3) days.

D. It is understood and agreed that when the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. On a two-shift operation, the second shift shall be paid the Special Shift Premium for each hour worked, as outlined in Appendix 1, Schedule A. The special shift premium shall not apply to any shift on a three shift operation.

ARTICLE 17
OVERTIME

SECTION 1. Work performed in excess of eight (8) hours of straight time per day or ten (10) hours of straight time per day when four-ten (4-10) hour shifts are established or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift (6pm-5am) and all work on Saturdays shall be paid at time and one-half (1½) the straight time rate. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays and hours worked in excess of twelve (12) hours in a single shift shall be paid at double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

SECTION 2. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

SECTION 3. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

APPENDIX 1
SCHEDULE "A"
CLASSIFICATIONS AND WAGE SCALES

Special Shift Premium: Basic hourly rate plus \$2.00 per hour

General Foreman/Foreman - ~~\$2.50~~ \$3.50 per hour over highest classification under his supervision

Economics see attachment: Retro pay to June 1, 2018

SCHEDULE "C"
ZONE PAY DIFFERENTIAL

SECTION 6. Downtown Seattle Zone Pay

- a) The Downtown Seattle Zone is defined as the area West of I-5, East of Elliot Bay, South of Mercer Street and North of Royal Brougham. For the purpose of this section the Mercer and Royal Brougham boundaries will be straight line extensions to a point the straight line intersects Elliot Bay.
- b) A premium of \$1.00 per hour shall be paid for each hour worked on projects within this zone.