

NORTH DAKOTA

HIGHWAY AND HEAVY
CONSTRUCTION

OCTOBER 1, 2016 THRU SEPTEMBER 30, 2019

BASIC ARTICLES OF AGREEMENT

BETWEEN

(AGC) ASSOCIATED GENERAL CONTRACTORS
OF NORTH DAKOTA

AND

THE INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 49



MAIN OFFICE
I.U.O.E. LOCAL NO. 49
2829 ANTHONY LANE SOUTH
MINNEAPOLIS, MINNESOTA 55418
PHONE: (612) 788-9441
FAX (612) 788-1936

OFFICERS and BUSINESS REPRESENTATIVES

Glen D. Johnson, Business Manager – Financial Secretary
Clayton J. Johnson, President
Bruce A. Stahnke, Vice President
Tim L. Olson, Recording Secretary
Eric R. O'Gary Treasurer

Main Office: (612) 788-9441, Fax (612) 788-1936
Toll Free: 1-866-788-9441
www.local49.org

Alan Henke/Darrell Miller/Brian Martell-Mandan Office
2901 Twin City Drive
Mandan, ND 58554
Office: (701) 663-0407, Fax (701) 663-3635
www.mandan@local49.org

Paul Ptacek/Nathan Brandt - West Fargo Office
610 Main Avenue West-TEMPORARY
1518 Main Avenue West-After September 1, 2017
West Fargo, ND 58078
Office: (701) 297-4663, Fax (701) 297-4672
www.fargo@local49.org

FOR INFORMATION ON PENSION PLAN
The Central Pension Fund of the I.U.O.E. and Participating Employers
4115 Chesapeake Street NW
Washington, D.C. 20016
(202) 362-1000
www.cpfuoe.org

FOR INFORMATION ON THE LOCAL 49 HEALTH AND WELFARE PLAN
Wilson-McShane Corporation
218 and 701 area codes:
2002 London Road, Room 300, Duluth, MN 55812
(218) 728-4231

All other area codes:
3001 Metro Drive, Suite 500, Bloomington, MN 55425
(952) 854-0795
Toll Free: 1-800-535-6373
www.wilson-mcshane.com

TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
	AGREEMENT.....	3
1	PURPOSE.....	3
2	PARTIES TO AGREEMENT.....	3
3	WORK AND EMPLOYEES COVERED.....	4
4	MANAGEMENT.....	4
5	HIRING.....	4
6	HOURS OF WORK AND OVERTIME.....	6
7	WORKING CONDITIONS.....	7
8	INTERPRETATION OF AGREEMENT.....	7
9	CONFLICTING AGREEMENTS.....	8
10	PAYMENT OF WAGES.....	8
11	PENSION PROVISIONS & FRINGE BENEFITS.....	8
12	APPRENTICES.....	9
13	GENERAL PROVISIONS.....	9
14	SETTLEMENT OF DISPUTES.....	10
15	SAVINGS CLAUSE.....	10
16	TERMS OF AGREEMENT.....	12
	SCHEDULE A.....	16
	SIGNATURE PAGE.....	18

AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of October 1, 2016, by and between Associated General Contractors of North Dakota, in a representative capacity and as agent only, acting on behalf of certain of its members and contractors hereinafter referred to as the "Contractors" and International Union of Operating Engineers Local #49, hereinafter referred to as the "Union".

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, it is hereby agreed and between the parties hereto as follows:

ARTICLE 1

PURPOSE

The purpose of this agreement is to promote the settlement of labor disputes by conference to prevent strikes and lockouts, to stabilize conditions of employment so as to promote continuity of employment for employees of the Contractors, and generally to encourage and promote a spirit of helpful cooperation between the Contractors and the Union and to eliminate labor disputes to the mutual advantage of the parties.

ARTICLE 2

PARTIES TO AGREEMENT

(A) Associated General Contractors of North Dakota (hereinafter called "AGC") is a party to this agreement in a representative capacity and as an agent only, acting on behalf of certain of its members who may sign or subscribe to this Agreement or counterparts thereof. AGC is entitled to recognition, in such capacity, as agent and collective bargaining representative for the employers who are or may become parties hereto, for all purposes of this Agreement, including its right, in such capacity, to represent such employer parties before NLRB or otherwise pursuant to and/or in aid, support or enforcement of the terms and provisions of this Agreement.

(B) The AGC members and other employers who may sign or subscribe to this Agreement or who may execute counterparts thereof (hereinafter called "Employers") are parties hereto as principals, but their status as parties is several and not joint.

(C) The Union agrees to advise AGC promptly as to all signators to this agreement or any counterpart thereof giving the following information:

- (1) Name and address of company
- (2) Name and title of person signing
- (3) Date of signing

ARTICLE 3

WORK AND EMPLOYEES COVERED

(A) Work Covered: North Dakota Projects

Work covered by this Agreement is municipal/heavy and highway construction, construction of foundations, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, track elevation, railroad construction, demolition, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, sanitary and storm sewers, water and sewage treatment plants, lift stations, duct lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, airports (civilian & military) building excavation and site grading, excavation and site grading, excavation and disposal of earth and rock, including the assembly operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services in the field only.

(B) The above work does not include work done in connection with building construction: caissons, special foundations, concrete pilings and piling that remains part of the permanent structure within the building line.

(C) Employees Covered:

This Agreement shall apply to all employees of the Contractor, in any of the classifications set out in Schedule A hereof, and to all other employees of the Contractor whose work comes within the jurisdiction of the Union, whether such employees are members of the Union or not.

ARTICLE 4

MANAGEMENT

(A) It is distinctly understood and agreed by the Union that the Contractors reserve the right of management at all times and that they may select, in case of original employment, reduction or replacement of forces, engineers and apprentices who are, in their estimation, the best qualified.

(B) The Contractors shall be the judges of the competency of any engineers or apprentices employed under the terms of this Agreement. If an operator is deemed incapable of performing work to the Contractor's needs, the Contractor may submit a letter with the hiring hall stating the Company name, equipment operated, work to be performed, and reasons the operator being returned to the hall.

ARTICLE 5

HIRING

(A) The Employer agrees to hire applicants by calling the Union whenever an Employer desires to hire applicants in the classifications covered by this Agreement. The Employer agrees to notify the Union office either in writing or by telephone stating the location, starting time, approximate duration of the job, type of work to be performed and the number of applicants required.

The Union shall maintain a non-discriminatory registration service of qualified engineers for reference to jobs upon request of an Employer. All applicants shall be registered in the order of the time and date of registration. In order to maintain an up-to-date source of qualified applicants, it shall be the responsibility of the operators to renew their registration on the Out-of-Work List not later than thirty (30) days from the date of their last registration or re-registration. Applicants who do not re-register will assumed to have found employment outside the craft jurisdiction or, for other reasons, no longer desires to be dispatched. Applicants who re-register will not lose their place on the Out-of-Work list, and those who re-register late will be placed on the bottom of their appropriate group. The Employer recognizes that the Union is in a position to be of reliable assistance in obtaining qualified employees and agrees to use the registration facilities maintained by the Union in filling job vacancies, however, in the event the registration facilities maintained by the Union is unable to fill requisitions for employees within a forty-eight (48) hour period, the Employer may fill the vacancy as he sees fit. Nothing contained herein shall deny the Union the right to select any applicant for referral on the basis of experience in the industry, qualifications or skill-regardless of the operators place on the Out-of-Work list. The Employer's request for an operator, by name, will be honored, provided that (1) at the time of the request, the operator requested is presently on the Out-of-Work List and has been for at least five (5) consecutive days; or (2) the operator has been employed regularly on a season-to-season basis by the requesting Employer; or (3) has worked for the requesting Employer in the past five (5) years as an operator. All requests are based on operators who have worked in Local #49's jurisdiction as an operating engineer.

The Union shall establish, maintain and keep current a non-discriminatory open employment list of applicants who are competent and physically fit to perform work in the classification covered by this Agreement. Such open employment list shall not be based on, nor shall referrals be in anyway affected by, Union membership, Constitution, Union by-laws, rules or regulations or by any other aspect or obligation of Union membership policy or requirement.

(B) In the event the Unions fail or are unable to refer applicants pursuant to affirmative action or other criteria or requirements of Contractors by the Equal Employment Opportunity Commission, Office of Federal Contract Compliance or any other regulatory or awarding agency with jurisdiction over the Contractors, the Contractors may recruit acceptable applicants directly sufficient to satisfy their need in whatever manner they desire.

(C) Hiring:

It is agreed by the Contractors that only competent engineers and apprentices shall be hired to operate, erect, repair, dismantle and service power-driven equipment.

(D) Assignment of Work:

Engineers and apprentices shall not be required to do any work that is not covered by this Agreement and any work that is covered by this Agreement shall not be assigned to employees who have been hired to do other work, except that in cases of emergency, when no engineers or apprentices are available, the Contractor may assign work covered by this Agreement to other employees until engineers or apprentices are available for such work or the emergency ends.

(E) If the existing laws of the state of North Dakota and of the United States relating to labor and labor contracts are repealed, amended or otherwise modified so as to authorize and permit the making of closed shop contracts or Union shop contracts, or both, or if by decision

of the United States Supreme Court, said existing laws are declared to be void, then and in that event the parties hereto agree to meet with the other party, upon its request for the purpose of negotiating the question of whether this Agreement shall be amended by inserting therein provision providing for a closed shop or a Union shop, and if it is agreed that this Agreement shall be so amended, to negotiate the terms and conditions of such amendment.

(F) If an applicant, upon being called for three (3) different jobs that he/she has registered and is classified for, refuses to accept all three (3) jobs, he/she shall be placed on the bottom of the open employment list unless ill, in which case proof must be furnished.

(G) An operator dispatched from the Out-of-Work List for short-term work may return to their previously held position on the list after working for an Employer a maximum of fifteen (15) days.

(H) An operator shall be paid for orientation if drug test is passed.

ARTICLE 6

HOURS OF WORK AND OVERTIME

(A) Work Day and Work Week:

The work week shall be forty (40) hours, Sunday through Saturday. Work on Sunday shall be paid at time and one-half (1 ½). Sunday work defined in paragraph B of this Article is not subject to time and one-half (1 ½) pay. Overtime hours worked over 40 hours in a work week shall be paid at time and one-half (1 ½). When Engineers are required to operate machines overtime, the Engineer on the machine shall work the overtime hours. The workday or shift shall be eight (8) consecutive hours, exclusive of lunch periods.

(B) Shifts:

When the Contractor works three (3) shifts, the day shift shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven and one-half (7 ½) hours and be paid for eight (8) hours. The third shift shall work seven (7) hours and be paid for eight (8) hours. The number of shifts and the starting time of such shifts shall be determined by the Employer. It is provided, however, that work done on a regular shift which ends on Sunday a.m. or begins at or after 6:00 p.m. on Sunday, shall be paid for at regular time.

(C) Reporting Time:

Employees told to report for work and released, or who worked any portion of the first hour, shall be guaranteed a minimum of two (2) hours pay at the specified rate. No show up time shall be paid when the Contractors are unable to proceed with work because (1) railroads fail to make deliveries as scheduled, (2) the engineer in charge refuses to permit work, and (3) acts of God, including weather conditions, will not permit work. The Employer will endeavor, if possible, to make arrangements with the local radio stations to inform employees of the current job conditions for work reporting purposes, provided the project is located in a remote area.

(D) Holiday Pay: Double time shall be paid for work performed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Only in the case of emergencies which are beyond the control of the contractor, time and one-half (1 ½) shall apply. Exclusions to holiday pay are as follows: Snow Removal.

ARTICLE 7 WORKING CONDITIONS

(A) Quitting and Absence:

No employee shall quit his/her job without giving sufficient notice to the Contractor to enable it to replace him/her with another qualified person. Any employee requiring leave for sickness or other cause may secure such leave from the superintendent or foreman. If an operator quits their employment without giving the Employer three (3) days' notice, the Employer may notify the Union and the applicant shall not be eligible for registration to the Out-of-Work list for a period of fifteen (15) days. The Employer may follow the provisions set forth in Article 4-paragraph (B).

(B) Union Representative:

An authorized representative of the Union may visit the job at all times but shall not interfere with the progress of the work.

(C) Safety Program:

All workers employed by the Contractors shall observe all measures established by the Contractors for the safety of their employees and shall cooperate with the Contractors in carrying out all of the Contractors' safety measures and practices for accident prevention.

(D) No Limitation of Production:

The Union shall not countenance, permit or require any limit upon or curtailment of production, and shall not object to, refuse to operate, or otherwise hamper the use of any equipment, machinery, tools or devices intended to speed or increase the efficiency of the Contractors' operators.

(E) Drug Testing Policy:

The Contractor reserves the right to establish drug and/or alcohol search and screening procedures consistent with applicable local, state and federal laws where deemed necessary.

Employees and prospective employees will be subject to drug/alcohol testing as provided by the applicable project collective bargaining agreement.

Employees have the right to request a second drug test at their own expense.

**ARTICLE 8
INTERPRETATION OF AGREEMENT**

An individual employee shall not adjust differences that may arise concerning the interpretation of working rules and agreements, but shall report such controversy to the Union business agent, who will adjust the matter with the Contractors or their representatives. No person employed under this Agreement shall prejudice his/her employment with the Contractors for reporting to the Union that which he/she considers to be a violation of this Agreement or of the working rules.

**ARTICLE 9
CONFLICTING AGREEMENTS**

The Contractors agree not to enter into any agreement with their employees on whose behalf the Union has been granted recognition hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The Union agrees not to enter into any Agreement with any individual Contractors or group of Contractors competing in the same type of work as herein specified, without extending the same wages, hours and conditions to the Contractors who are parties to this agreement.

**ARTICLE 10
PAYMENT OF WAGES**

(A) All regular full-time employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held back, including payday.

(B) Wages shall be paid on or before the end of the shift of the designated payday. Payment of wages may be mailed, direct deposited or hand delivered. In the event of

an undelivered, lost, or otherwise misplaced payroll check, the Employer will, after three (3) days, cancel the undelivered check and issue the operator a new one.

(C) When an employee is laid off, or discharged, he/she shall receive all money due him/her in cash or negotiable check as soon as possible, however, no later than the next designated payday.

(D) An employee who quits will be paid any wages due him/her at the next regular payday.

(E) The Employer agrees to provide the following information on the employee's check stubs: Hours, Date, Regular Pay, Overtime Pay, Gross Pay, Deductions, and Net Pay.

ARTICLE 11

PENSION PROVISIONS & FRINGE BENEFITS

The Employers agree to contribute every month, not later than the 15th of the following month, such sums for Pension and Health and Welfare as listed in Schedule A of this Agreement for each hour worked by all of the employees covered by this Agreement.

The contributions shall be paid for all hours worked and shall not be pyramided. Example: If hourly wage is \$3.00 plus \$0.10 fringe, time and one-half (1½) overtime rate equals \$4.50 plus \$0.10 fringe. On shift work, contributions paid upon the same proportionate hourly basis as hours worked to hours paid.

The parties to this Agreement acknowledge that the provision of this Agreement establishing rates of pay, wages, all hours of employment and other terms and conditions of employment, including fringe benefits, apply to employees employed in job classifications within the jurisdiction of the Union, regardless or not such employees are members of the Union.

ARTICLE 12

APPRENTICES

This provision is agreed to by the parties on condition of ND State DOT approval. The parties agree that a committee comprised of three representatives from each group has an apprentice training program and retraining program to function under the National Joint Apprenticeship and Training Committee for Operating Engineers. Said committee has adopted a Trust Agreement, rules and regulations, and shall determine eligibility and supervise the local administration of said program. The standardized regulations as set forth by the office of the North Dakota Department of Labor, referred to as "The Plan", will be the governing document. A separate Apprentice List shall be established and maintained for registered apprentices, and apprentices shall be referred for employment in the order in which their names appear on such lists. Requests by Employers for particular registered apprentices or persons who will become employed as registered apprentices shall be honored without regard to the requested applicant's

place on such apprentice list. There shall be created a Joint Hiring Committee composed of three (3) persons appointed by the Associated General Contractors of North Dakota, and three (3) persons appointed by the Union. The function of the Joint Hiring Committee shall be to supervise the operation of the employment referral system established in accordance with this Article. The Joint Hiring Committee, and the individual members thereof, shall have the power, but not the duty:

- (a) to establish, revise and enforce rules and regulations for the operation of the employment referral plan;
- (b) to inquire into and investigate the operation of the employment and referral plan; and
- (c) to hear and determine any and all grievances arising out of the operations of the employment referral plan. Any applicant registered on the Open Employment List, any apprentice registered on the Apprentice List, and any applicant for registration on either list shall have the right to appeal to the Joint Hiring Committee any dispute or grievance arising out of the operation of the employment referral plan. A grievance may also be initiated by a member of the Joint Hiring Committee.
- (d) to resolve any unresolved disputes through "Article 14 - Settlement of Disputes."

ARTICLE 13 GENERAL PROVISIONS

(A) Recognition:

The Contractors recognize the Union as the exclusive bargaining representative of their employees covered by this Agreement.

(B) Exclusions:

This Agreement shall not apply to the following employees of the Contractors: executives, superintendents, assistant superintendents, clerical personnel, guards, messengers, supervisors and non-working foremen.

ARTICLE 14 SETTLEMENT OF DISPUTES

(A) Jurisdictional Disputes:

Work assignments by the Employer shall be made as per the past practices within the jurisdictional area of this Agreement. There shall be no stoppage because of the work assignment made by the Employer. If a work stoppage is apparent because of the Employer's work assignments, representatives of both parties agree to meet jointly within seventy-two (72) hours in an effort to resolve the dispute. Decisions made at this meeting regarding the assignment shall be final and binding. It is understood that

Employers who have stipulated to the National Joint Board for the Settlement of Jurisdictional Disputes are not bound by the conditions contained in this section.

(B) Other Disputes:

(1) Any grievance or dispute as to the proper interpretation of this Agreement, or any condition of employment not specifically covered hereby, and any other grievances or disputes, other than disputes over wage rates, shall be settled by the business agent of the Union and the Contractor affected or its representative.

(2) In the event such dispute or grievance is not satisfactorily adjusted by said business agent and the Contractors within five (5) days from the time it is presented to the Contractors, it shall be referred to a Board of Conciliation consisting of one (1) person appointed by each party, and a third member selected by the members appointed by each party. If the members appointed by each party fail to agree upon a third member within three (3) days, they shall request the Federal Mediation and Conciliation Services (FMCS) to submit a list of five (5) names of persons who are, in the opinion of said Service, qualified to serve upon said Board of Conciliation. Upon receipt of such list, the members chosen by the Contractors and the Union shall each strike two (2) names from such list, and the person whose name on said list is not stricken shall become the third member of said Board. Said Board shall consider said dispute or grievance within three (3) days and shall render its decision, in writing, within five (5) days thereafter. The parties agree that the decision of the Board of Conciliation shall be final, conclusive and binding upon them.

(3) Each party shall bear the expenses of the conciliator chosen by it. All other expenses of the Conciliation Board, including the expenses of the third member, shall be borne equally between the parties.

(4) There shall be no strike, lockout or cessation of work pending the decision of such grievance or dispute.

**ARTICLE 15
SAVINGS CLAUSE**

This Agreement is intended to be in conformity with all applicable valid State, Municipal or Federal laws, rules and regulations and any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement

so in conflict to be superseded or annulled, but shall not supersede or annul the terms and conditions of this Agreement which are not so in conflict.

**ARTICLE 16
TERMS OF AGREEMENT**

This Agreement shall become effective on the 1st day of October 2016, and shall continue in effect until September 30, 2019. Upon written notice by either party to the

other sixty (60) days prior to September 30, 2019, this Agreement may be reopened. Unless such written notice is given, the terms and conditions of this Agreement shall continue in effect from year to year thereafter. In the event such written notice is given and a new Agreement is not signed before the expiration date of the old Agreement, then said Agreement is to continue in force until a new Agreement is signed, or until negotiations are formally broken off.

SCHEDULE A

Effective October 1, 2016, Administrative or Working Dues will be 1% of gross wages per week.

Effective October 1, 2017, Administrative or Working Dues will be 1.25% of gross wages per week.

Effective October 1, 2018, Administrative or Working Dues will be 1.5% of gross wages per week.

Section #1 Effective April 1, 1996, and continuing thereafter during the term of this Agreement, in accordance with the terms of an individual and mandatory written authorization for check off administrative dues, the Contractor shall deduct each week from the wages of all employees covered by this Agreement, the appropriate percentage rate as stated in the above paragraph of the gross wages as administrative dues excluding fringes.

Section #2 All money collected by the Employer as provided herein shall be remitted to Wilson-McShane's office not later than the fifteenth (15) day of the month following the month in which deductions were made. The Union accepts full responsibility for the disposition of the funds so deducted once they have been remitted to Wilson-McShane's office. The Union shall be responsible for obtaining all individual signed authorizations.

The following wages, fringe benefits and contract duration were agreed upon between the International Union of Operating Engineers Local #49 and the North Dakota Chapter of the Associated General Contractors on behalf of certain of its members who may become signators to this Agreement and on behalf of such additional Employers as may sign or subscribe to this Agreement.

All operators working on tunnel, shafts, or hazardous waste projects for which a site specific safety plan (Site Safety Plan) has been prepared in accordance with the requirements of all Federal, State and Local statutes as applicable, shall be paid for reasonable time spent on personal preparation and clean-up required by the Site Safety Plan. The operating engineer shall be paid at a rate of 10% premium above the classification of machine operated.

*CCO Crane Certification Premium: All crane operators who have attained CCO certification shall be paid \$0.60 per hour total premium pay effective November 1, 2007.

GROUP 1	October 1, 2016 September 30, 2017	October 1, 2017 September 30, 2018	October 1, 2018 September 30, 2019
WAGES	\$27.90	\$1.25 to be divided	\$1.00 to be divided
PENSION	5.40	Between wages & fringes	Between wages & fringes
H & W	9.20	Prior to	Prior to
APPRENTICESHIP	.40	October 1, 2017,	October 1, 2018,
HEALTH REIMBURSEMENT ACCOUNT	.60	On all groups	On all groups
TOTAL	\$43.50	\$44.75	\$45.75

- The wage and fringe increases set forth in this Agreement will not apply to non- Davis Bacon Work until May 1st of the following years.

All Cranes 60 Tons and over
Cranes doing piling, sheeting, dragline/clam work
Derrick (Guy & Stiff)
Gentry Crane Operator
Helicopter Operator
Mole Operator or Tunnel Mucking Machine
Power Shovel 3½ Cubic Yards and over (Machine Standard Mfg. Rating)
Traveling Tower Crane

GROUP 2	October 1, 2016 September 30, 2017	October 1, 2017 September 30, 2018	October 1, 2018 September 30, 2019
WAGES	\$27.00	\$1.25 to be divided	\$1.00 to be divided
PENSION	5.40	Between wages & fringes	Between wages & fringes
H & W	9.20	Prior to	Prior to
APPRENTICESHIP	.40	October 1, 2017,	October 1, 2018
HEALTH REIMBURSEMENT ACCOUNT	.60	On all groups	On all groups
TOTAL	\$42.60	\$43.85	\$44.85

- The wage and fringe increases set forth in this Agreement will not apply to non- Davis Bacon Work until May 1st of the following years.

All Cranes, 21 Tons up to and including 59 Tons
Backhoe Operator 3 Cubic Yards and over (Machine Standard Mfg. Rating)
Creter Crane
Dredge Operator, 12" and Over
Equipment Dispatcher
Equipment Foreman

Finish Dozer
 Finish Motor Grader
 Front End Loader Operator- 8 Cubic Yards and over (Machine Standard Mfg. Rating)
 Master Mechanic – when supervising 5 or more Mechanics
 Mon-o-rail Hoist Operator
 Power Shovel up to and including 3 Cubic Yards (Machine Standard Mfg. Rating)
 Tugboat

GROUP 3	October 1, 2016 September 30, 2017	October 1, 2017 September 30, 2018	October 1, 2018 September 30, 2019
WAGES	\$26.75	\$1.25 to be divided	\$1.00 to be divided
PENSION	5.40	Between wages & fringes	Between wages & fringes
H & W	9.20	Prior to	Prior to
APPRENTICESHIP	.40	October 1, 2017,	October 1, 2018
HEALTH REIMBURSEMENT ACCOUNT	.60	On all groups	On all groups
TOTAL	\$42.35	\$43.60	\$44.60

- The wage and fringe increases set forth in this Agreement will not apply to non- Davis Bacon Work until May 1st of the following years.

All Cranes 20 Tons and under
 Asphalt Paving Machine Operator
 Asphalt Plant Operator
 Automated Grade Trimmer
 Backhoe Operator 1 Cubic Yard up to and including 2½ Cubic Yards (Machine Standard Mfg. Rating)
 Boom Truck, Hydraulic – 8 Tons & over
 Cableway Operator
 Concrete Batch Plant Operator (electronic or manual)
 Concrete Mixer Paving Machine Operator
 Concrete Paver – Bridge Decks
 Concrete Pump
 Concrete Spreader Operator & Belt Placer
 Crushing Plant Operator
 Dozer Operator
 Dredge Operator or Engineer 11" and under
 Drill Rigs, Heavy Duty Rotary or Chum or Cable Drill
 Front End Loader – 3½ Cubic Yards up to and including 7½ Cubic Yards (Machine Standard Mfg. Rating)
 Gravel Washing & Screening Plant Operator
 Locomotive, all types
 Mechanic or Welder (heavy duty)
 Motor Grader Operator

Paving Breaker – Non-hydro Hammer type
 Pipeline Wrapping, Cleaning & Bending Machine Operator
 Power Actuated Auger and Horizontal Boring Machine Operator 6" and over
 Refrigeration Plant Engineer
 Roto Milling Machine (Surface Planer) 43" & over
 Scraper Operator
 Slip Form Concrete Paving Operator
 Tandem Pushed Quad 9 or similar
 Tractor with Boom Attachment
 Trenching Machine-100HP and over

GROUP 4	October 1, 2016 September 30, 2017	October 1, 2017 September 30, 2018	October 1, 2018 September 30, 2019
WAGES	\$26.60	\$1.25 to be divided	\$1.00 to be divided
PENSION	5.40	Between wages & fringes	Between wages & fringes
H & W	9.20	Prior to	Prior to
APPRENTICESHIP	.40	October 1, 2017,	October 1, 2018,
HEALTH REIMBURSEMENT ACCOUNT	.60	On all groups	On all groups
TOTAL	\$42.20	\$43.45	\$44.45

- The wage and fringe increases set forth in this Agreement will not apply to non- Davis Bacon Work until May 1st of the following years.

Articulated/Off Road Hauler
 Asphalt Dump Person (Controls the Spread of Asphalt)
 Asphalt Paving Screed Operator
 Backhoe – up to and including ½ Cubic Yards (Machine Standard Mfg. Rating)
 Boring Machine Locator
 Console Board Operator
 Curb Machine Operator
 Distributor Operator (Bituminous)
 Forklift Operator
 Front End Loader -1½ Cubic Yards up to and including 3 Cubic Yards (Machine Standard Mfg. Rating)
 Fuel/Lube Truck Operator
 Grade Person (Responsible for Establishing and Determining Grade through Instrumentation)
 Gravel Screening Plant Operator (not Crushing or Washing)
 Greaser
 Lazer-Screed Operator
 Longitudinal Float and Spray Operator
 Micro Surfacer Machine
 Motor Grader Operator – Haul Roads

Paving Breaker – Hydro Hammer type
 Pugmill Operator
 Push Tractor
 Roller, Steel & Rubber on Hot Mix Asphalt Paving
 Rotomilling machine (Surface Planer), up to and including 42”
 Rumble Strip Machine
 Sand and Chip Spreader
 Self-propelled Sheepsfoot Packer with or without Blade attachment
 Self-propelled Traveling Soil Stabilizer
 Sheepsfoot Packer with Dozer attachment – 100 HP and over
 Shouldering Machine
 Slip Form, Curb & Gutter Operator
 Slurry Seal Machine
 Tamping Machine Operator
 Tie Tamper and Ballast Machine
 Trenching Machine Operator – 46 HP up to and including 99 HP
 Truck Mechanic
 Well Points
 Tub Grinder

GROUP 5	October 1, 2016 September 30, 2017	October 1, 2017 September 30, 2018	October 1, 2018 September 30, 2019
WAGES	\$25.75	\$1.25 to be divided	\$1.00 to be divided
PENSION	5.40	Between wages & fringes	Between wages & fringes
H & W	9.20	Prior to	Prior to
APPRENTICESHIP	.40	October 1, 2017,	October 1, 2018,
HEALTH REIMBURSEMENT ACCOUNT	.60	On all groups	On all groups
TOTAL	\$41.35	\$42.60	\$43.60

- The wage and fringe increases set forth in this Agreement will not apply to non- Davis Bacon Work until May 1st of the following years.

Boom Truck- A-frame or Hydraulic, 2 tons up to and including 7 tons
 Broom – Self-propelled
 Concrete Saw (Power Operated)
 Cure Bridge Operator
 Front End Loader Operator, less than 1½ Cubic Yards (Machine Standard Mfg. Rating)
 Mobile Cement Mixer-Non Truck
 Power Actuated Auger and Horizontal Boring Machine Operator up to and including 5”
 Roller, on other than Hot Mix Asphalt Paving
 Oilers
 Skid Steer Operator with Attachments
 Vibrating Packer Operator (Pad Type) Self-propelled

Water Spraying Equipment – Self-propelled

GROUP 6	October 1, 2016 September 30, 2017	October 1, 2017 September 30, 2018	October 1, 2018 September 30, 2019
WAGES	\$24.45	\$1.25 to be divided	\$1.00 to be divided
PENSION	5.40	Between wages & fringes	Between wages & fringes
H & W	9.20	Prior to	Prior to
APPRENTICESHIP	.40	October 1, 2017,	October 1, 2018,
HEALTH REIMBURSEMENT ACCOUNT	.60	On all groups	On all groups
TOTAL	\$40.05	\$41.30	\$42.30

- The wage and fringe increases set forth in this Agreement will not apply to non- Davis Bacon Work until May 1st of the following years.

Assistant/Apprentice Operator
 Brakeman or Switchman
 Dredge or Tugboat Deckhand
 Drill Truck Gravel/Testing Operator
 Form Trench Digger (Power)
 Guniting Operator Gunall
 Paint Machine Striping Operator
 Pick-up Sweeper, 1 Cubic Yard & over Hopper Capacity
 Scissor Jack – Self-propelled Platform Lift
 Straw Mulcher, Blower and Straw Press
 Stump Chipper Operator
 Tillage Equipment Operator
 Tractor Pulling Compaction or Aerating Equipment and No Till Drills
 Trenching Machine Operator – up to and including 45 HP

Upon implementation of the rates into North Dakota Highway Heavy Department Davis-Bacon rates. Any job let prior to implementation of rates would be paid at existing rates at the time of bid letting.

Wage rates for any non-Davis Bacon work may be reduced up to 15% off the regular Davis Bacon wage rate as long as the reduction never exceeds \$4.00 off of the regular Davis Bacon wage rate.

The Union and the AGC shall determine the proper classification and wage rates for any new type of equipment not presently covered by the classification.

During the life of this Agreement there is no requirement to discuss any economic relief for the Contractors, and the Contractors have no authority over the allocation of the per year increases provided by this Agreement, which shall be allocated at the sole discretion of the Union.

In witness whereof, the parties whose signatures appear below have caused this Agreement to be executed this 1st day of October, 2016.

Associated General
Contractors of North Dakota

By: Russ Hanson
Russ Hanson,
Executive Vice President

International Union
of Operating Engineers, Local 49

By: Glen D. Johnson
Glen D. Johnson, Business Manager

By: Clayton J. Johnson
Clayton J. Johnson, President

By: Tim L. Olson
Tim L. Olson, Recording Secretary

By: Alan Henke
Alan Henke, Area Representative

By: Darrell Miller
Darrell Miller, Area Representative

By: Nathan Brandt
Nathan Brandt, Area Representative