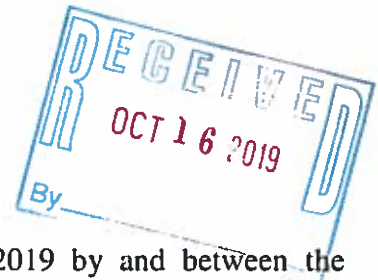


LETTER OF UNDERSTANDING
FOR
PRIVATE SECTOR WORK



This Letter of Understanding, effective the first day of June 1, 2019 by and between the Operating Engineers Local 302, hereinafter referred to as the “Union” and Employers signatory to the Inland Northwest AGC Master Labor Agreement, hereinafter referred to as the “Employer”.

1. **Competitive Conditions:** The parties listed below agree that this Letter of Understanding for Private Sector Work is provided for the purpose of giving the signatory contractor the opportunity to be competitive in negotiating and bidding in the private sector limited to the scope listed in paragraph 3 below.
2. **Adoption of Master Labor Agreement:** The parties agree to be bound by, to adopt and incorporate all of the terms and conditions of the Inland Northwest AGC Master Labor Agreement, except as provided in this Memorandum of Understanding.
3. **Coverage:** This Letter of Understanding shall cover all privately funded and/or public non-prevalued projects also includes pits, plants and yards as follows: (refer to paragraph 7 for exclusions).

Commercial/Industrial Projects: The Employer portion is \$4 million or less.

Residential Projects: Projects of any value

4. **Fringe Benefits:** Fringe Benefits shall be 100% of those listed in the Inland Northwest AGC Master Labor Agreement during the terms of this Agreement, except as stated in Paragraph 5, Wage Rates.
5. **Wage Rates:** The wage rates covered by this Letter of Understanding shall be equal to ninety percent (90%) of the wage rates established in the Inland Northwest Master Labor Agreement and will apply to privately funded projects bid after June 1, 2019.
6. It is expressly agreed by the parties hereto that this Letter of Understanding is not intended to circumvent the wage rates set forth in the Master Labor Agreement through artificial staging or phasing of projects for the sole purpose of applying the limits stated herein.
7. All Asphalt Plant and Shop personnel shall be excluded from coverage under this Letter of Understanding. All cranes and crane rental work shall be excluded from coverage under this Letter of Understanding.
8. **Notification:** The Employer shall notify the affected Local Union when work is to be performed under this Letter of Understanding prior to starting work. Failure to notify the Union will result in the payment of 100% wage rate until the Union is properly notified in writing.

9. Joint Labor Management Committee: There shall be established a Joint Labor-Management Committee to adopt procedures for implementation of this Private Works Letter of Understanding. The Committee shall consist of:

- A. Two (2) members of the Union negotiating committee
- B. Two (2) members of the Employer negotiating committee

Meetings will be on a call basis. The Committee shall be empowered to:

- A. Resolve disputes concerning compliance with this Letter of Understanding
- B. Monitor the nonunion activity to determine the effectiveness of this Letter of Understanding in retaining private work.

FOR UNION



Signature

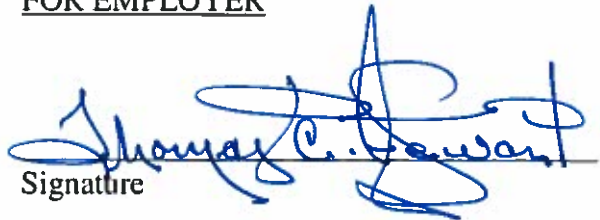
Darren Kanapask

Printed Name

10-2-19

Date

FOR EMPLOYER



Signature

THOMAS C. STEWART

Printed Name

9-10-19

Date