

CONSTRUCTION SITE JURISDICTIONAL
AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS



AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

The undersigned Committees of the International Union of Operating Engineers and the International Brotherhood of Teamsters, AFL-CIO, have held numerous meetings and have consummated the following agreement incorporating the 1969 Agreement with modifications, to settle jurisdictional disputes between the two Unions on construction sites.

It is the purpose of this agreement to further improve the relationship between our respective trades, to settle jurisdictional disputes directly, to protect each other's proper jurisdiction from encroachment by others, and to mutually assist each other in organizing the unorganized.

This agreement shall not relate to nor have any bearing upon jurisdictional disputes that may now exist, or in the future arise, between either of these organizations and any other national or international union or subordinate body.

The Unions agree that they will not resort to or participate in NLRB proceedings or any court action over the assignment of work on any piece of equipment. If a jurisdictional dispute cannot be resolved locally, the Unions agree to immediately submit any dispute to the respective General Presidents or their designees for decision within ten (10) working days, prior to bringing or participating in the dispute before the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or its successor. There shall be no work stoppage pending decision by the General Presidents or their designees.

The respective Committees shall be continued and shall meet at least twice a year at a place and date determined by mutual agreement of the respective General Presidents.

If a question of interpretation arises as to the meaning or intent of this agreement, it shall be referred immediately to the respective General Presidents or their designees for an answer. There shall be no work stoppages pending settlement. It is agreed that all decisions and agreements between the two International Unions shall be considered operative and effective by each International Union except as clarified in this Memorandum of Agreement.

ARTICLE I

Cranes/Boom Trucks, Stinger Cranes, A-Frames, Gin Poles, Winch Trucks, And Form Trucks

- a. The Supplemental Agreement between the respective trades dated February 16, 1945, commonly known as the Dual-Purpose Truck Decision, is operative and continues to be in effect.
- b. The operation of cranes/boom trucks, Stinger-type cranes and other similar type cranes including those on pipeline projects is recognized as the jurisdiction of the Operating Engineers, except as specified in Article II (Trucks Making Deliveries).
- c. A-frames, winch trucks, gin poles and form trucks shall be assigned on a 50-50 basis. In the first year of this Agreement, the Operating Engineers shall receive the first assignment, the Teamsters shall receive the second assignment, and each craft shall receive alternating assignments. In each subsequent year of this Agreement, the first assignment shall be rotated between the Operating Engineers and the Teamsters.

ARTICLE II

Trucks Making Deliveries with Hoisting Equipment Attached

The driving of material delivery trucks with hoisting equipment attached is recognized as the jurisdiction of the Teamsters. Drivers of this type of truck shall be permitted to unload materials at any place on the job site as directed by the contractor's supervisors except that he shall not be permitted to (1) hoist materials or equipment onto scaffolds, (2) hoist materials or equipment into place, or (3) lower materials and equipment into place. This work is recognized as the jurisdiction of the Operating Engineers.

ARTICLE III

Rubber-tired Farm Tractors

- a. Rubber-tired farm tractors without attachments used for transportation purposes, such as pulling material wagons, is recognized as the jurisdiction of the Teamsters.
- b. Rubber-tired farm tractors with any attachment is recognized as the jurisdiction of the Operating Engineers.

ARTICLE IV

Crawler-type Equipment

- a. It is agreed that all crawler-type equipment customarily operated by members of the Operating Engineers is the jurisdiction of Operating Engineers.
- b. It is agreed that the operation of track trucks used for transportation is the jurisdiction of the Teamsters.

ARTICLE V

Fork Lifts

It is agreed between the two Unions that the operation of all forklifts is the jurisdiction of the Operating Engineers except under the following condition: The operation of forklifts in a warehouse or storage area is recognized as the jurisdiction of the Teamsters. It is agreed that the forklifts operated by a Teamster in the warehouse or storage area will not leave the confines of these areas to do any other work.

ARTICLE VI

Scrapers, End Dump, Bottom-Dump, Side-Dump and Articulating End Dump

- a. It is agreed that the operation of scrapers and similar type self-loading earth-moving equipment, regardless of the manner loaded, is the jurisdiction of the Operating Engineers.
- b. It is agreed that the operation of end-dump, bottom-dump, and side-dump equipment is the jurisdiction of the Teamsters.
- c. It is agreed that the operation of articulating end dumps on any project covered by a project labor agreement that has been approved by the National Building and Construction Trades Department pursuant to the BCTD Policy on Project Labor Agreements and providing for recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry is the jurisdiction of the Teamsters. With respect to projects not covered above, where an IUOE or IUOE Local-signatory contractor has made any assignment of the operation of articulating end dumps to the Operating Engineers prior to or as of the date of execution of this Agreement, the Unions agree that all operation of articulating end dumps for that contractor is and will continue to be the jurisdiction of the Operating Engineers. If the contractor has never assigned the

operation of articulating end dumps to the Operating Engineers prior to or as of the date of execution of this Agreement, the Unions agree that the operation of articulating end dumps shall be the jurisdiction of the Teamsters. (See attached Memorandum of Understanding on Articulating End Dumps which is fully incorporated into and made a part of this Agreement).

ARTICLE VII

Fuel Trucks, Grease Trucks, Combination Trucks

- a. Fuel Trucks - Fuel trucks are recognized as the jurisdiction of the Teamsters.
- b. Grease Trucks – Grease trucks are recognized as the jurisdiction of the Operating Engineers.
- c. Combination Trucks - It is agreed that the combination truck, i.e., with both fuel and grease operations on board, whose primary purpose is the servicing of equipment, and the fueling is only a secondary function, shall be the jurisdiction of the Operating Engineers.
- d. Steam Cleaning Trucks – It is agreed a steam cleaning truck used to clean Teamster trucks is the jurisdiction of the Teamsters. The operation of all other steam cleaning is the jurisdiction of the Operating Engineers.

ARTICLE VIII

Stringer Bead Trucks, Tack Trucks, and Tack Tractors

- a. Stringer Bead Trucks - It is agreed that the stringer bead trucks shall be the jurisdiction of the Teamsters.
- b. Tack Trucks - It is agreed that the tack trucks shall be the jurisdiction of the Teamsters.
- c. Tack Tractor - It is agreed that the tack tractor shall be the jurisdiction of the Operating Engineers.

ARTICLE IX

Mechanics

- a. Where repair shops are set up on construction jobsites for the repair of equipment operated by both Teamsters and Operating Engineers, said repair work shall be the sole jurisdiction of the Operating Engineers.
- b. Where a separate repair shop is designated on the jobsite for the repair of equipment operated by Teamsters, said repair work shall be the sole jurisdiction of the Teamsters.
- c. Where no job site repair shop exists and the contractor employs mechanics to repair Teamster equipment, this work shall be the jurisdiction of the Teamsters. If said mechanics are required to work on equipment operated by both Operating Engineers and Teamsters this work shall be the jurisdiction of the Operating Engineers.

ARTICLE X

Ross Carriers

- a. The operation of Ross Carriers and similar machines on construction job site is recognized as the jurisdiction of the Operating Engineers.
- b. The operation of Ross Carriers and similar machines on public roads and highways is recognized as the jurisdiction of the Teamsters.

ARTICLE XI

Water Trucks and Water Pulls

- a. The operation of water trucks and water pulls used for spraying roadbeds and construction sites is recognized as the jurisdiction of the Teamsters.
- b. The operation of water pulls used for compacting is recognized as the jurisdiction of the Operating Engineers.

ARTICLE XII

Pickup Trucks

The driving of pickup trucks used for the transporting of men and materials is recognized as the jurisdiction of the Teamsters. This is not meant to prohibit the use of pickup trucks by Operating Engineers' master mechanics or foremen in performing their required duties.

ARTICLE XIII

Mechanical Sweepers

- a. The operation of mechanical sweepers is recognized as the jurisdiction of the Operating Engineers.
- b. Where sweeper equipment is attached to trucks, it is recognized as the jurisdiction of the Teamsters.

ARTICLE XIV

Attachments Directly on Transit Mix Trucks, Agitator Trucks and Concrete Mobile Units

- a. The operation of transit mix and agitator trucks and concrete mobile units equipped with pumps or similar equipment and used to transport concrete onto or in and around a construction job site is recognized as the jurisdiction of the Teamsters.
- b. It is agreed that an Operating Engineer will do all required work to hook up hoses and operate the pumps on this type of equipment.

ARTICLE XV

Truck-mounted Concrete Pump and Concrete Placers

The operation of pumps and placers mounted on trucks or skids that are used to pump and place concrete on the construction job site is recognized as the jurisdiction of the Operating Engineers.

ARTICLE XVI

Vacuum Trucks

The operation of vacuum trucks and machines of a similar nature, including but not limited to the operation of "super suckers," is recognized as the jurisdiction of the Operating Engineers.

ARTICLE XVII

Material Yards

It is agreed that the two International Unions shall mutually assist each other in organizing non-union building material yards. Machinery shall be established to promote organizational work in the field with recognition given to the jurisdiction of each International Union.

ARTICLE XVIII

Organizing Activities

It is agreed that the two International Unions shall mutually assist each other in organizing the unorganized in construction industry. Machinery shall be established to promote organizational work in these fields with recognition given to the jurisdiction of each International Union. Both unions commit to respect the integrity of each other's organizing campaigns.

It is the intent of this agreement that neither union will endeavor to organize employee units that would clearly infringe on the basic trade jurisdiction of the other union.

THIS AGREEMENT upon execution by both parties shall become effective August 1, 2000 and thereafter from year to year, unless notice is given by either party at least thirty (30) days prior to any anniversary date. This Agreement shall apply to projects in the United States that begin after the effective date of the Agreement. Notwithstanding the above, the Agreement may be terminated at any time by either Union upon notice to the other that it is not actively acting to protect its jurisdiction with respect to any other national or international union or subordinate body.

International Union of Operating Engineers

International Brotherhood of Teamsters

s/FRANK HANLEY
General President

s/JAMES P. HOFFA
General President

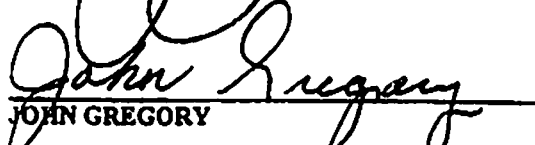
s/WILLIAM WAGGONER, *Chairman*
s/JOHN GREGORY
s/HOWARD (BUD) EVANS
s/WILLIAM DUGAN
s/FRED DERESCHUK
s/JAMES GARDNER
s/WILLIAM RYAN
s/ROBERT HEENAN
s/DALE MILLER

s/RICHARD STERN, *Chairman*
s/CHUCK GAGNON
s/TERRY HANCOCK
s/ROGER HUNT
s/ED JACOBSON
s/JOE KUMSTAR
s/STU MUNDY
s/LEWIS SMITH
s/BOB WHITE

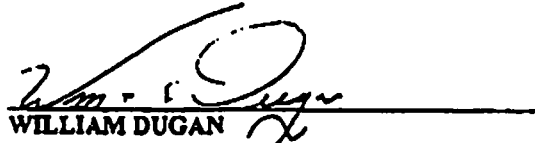
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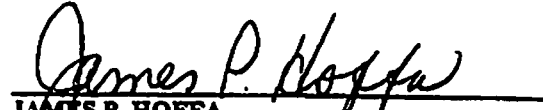

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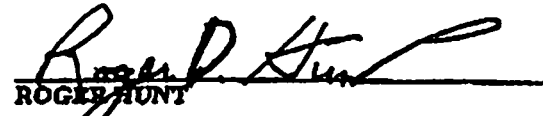
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GENERAL PRESIDENT


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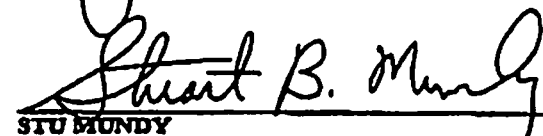

CHUCK GAGNON

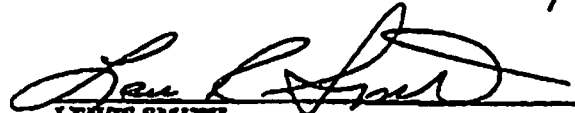

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Memorandum of Understanding on Articulating End Dumps

The International Union of Operating Engineers (IUOE) and the International Brotherhood of Teamsters (IBT) agree to this Memorandum of Understanding to clarify the assignment of the operation of articulating end dumps addressed in Article VI(c) of the Construction Site Jurisdictional Agreement between the IUOE and IBT. This Memorandum is incorporated fully into that Agreement, and made a part of it.

This memorandum further clarifies the issue of a contractor who works in several areas.

1) Where a contractor which has made a mixed assignment—that is, where in one geographic area it has historically assigned the work to the Teamsters and in another area it has historically assigned the work to the Operating Engineers—then the assignments are to remain as is, that is, the Teamsters will continue to operate the articulating end dumps in those areas where they have historically received the assignment from the contractor and the Operating Engineers will continue to operate the articulating end dumps in areas where they have historically received the assignment from the contractor, with work in areas where the articulating end dump has not previously been assigned to be the work of the Teamsters.

2) Where the contractor has assigned the operation of the articulating end dump to the Operating Engineers in a Local Union's jurisdiction and then goes to perform work in another Local Union's jurisdiction where the contractor has not previously assigned articulating end dumps to either the IBT or IUOE, then the assignment from the initial jurisdiction carries over and the operation of the articulating end dumps in the latter jurisdiction is the work of the Operating Engineer.

3) Finally, where a contractor has previously assigned the operation of the articulating end dump to the Operating Engineers and, by operation of the first sentence of Article VI(c) it is required to assign the operation of the articulating end dump to the Teamsters on a particular project labor agreement job, the assignment on the project labor agreement job will not serve to create a mixed history of assignment and paragraph (2) above will apply.


**INTERNATIONAL UNION OF
OPERATING ENGINEERS**


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GENERAL PRESIDENT


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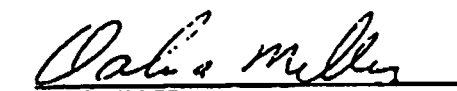

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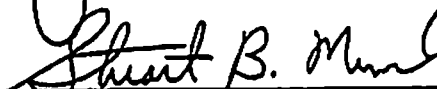

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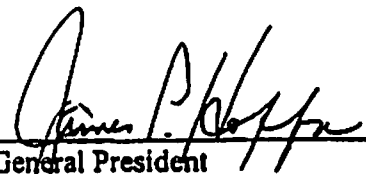

LEWIS SMITH


BOB WHITE

LETTER OF AGREEMENT

The undersigned General Presidents of the International Union of Operating Engineers and the International Brotherhood of Teamsters, AFL-CIO set forth in this Letter of Agreement their interpretation of the final paragraph of the Construction Site Jurisdictional Agreement between the International Union of Operating Engineers and International Brotherhood of Teamsters, AFL-CIO, regarding the effective date with respect to ongoing work, pursuant to their authority under the preamble of the Agreement, as follows:

The General Presidents agree that any assignment of work that is presently held by either Union on an ongoing job site shall remain in effect until the particular work is completed on that job site. When new work commences, the assignment shall be awarded as provided for in the above-referenced Construction Site Jurisdictional Agreement.

 _____ General President International Union of Operating Engineers Date: <u>7/17/00</u>	 _____ General President International Brotherhood of Teamsters, AFL-CIO Date: <u>6/21/00</u>
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