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1,450 workers

23 pp.

HIGHWAY AND COMMERCIAL EXCAVATION AGREEMENT

by and between

**THE MARYLAND HEAVY AND HIGHWAY
CONTRACTORS ASSOCIATION, INC.**

And

**LOCALS NO. 37 and 37R OF THE INTERNATIONAL UNION
OF OPERATING ENGINEERS, AFL-CIO**

April 1, 2002 - March 31, 2005

HIGHWAY AND COMMERCIAL EXCAVATION AGREEMENT

THIS AGREEMENT, effective the 1st day of April, 2002, is entered into by and between The Maryland Heavy and Highway Contractors Association, Inc., as agent for the employers who have authorized said association to represent them for purposes of collective bargaining (hereinafter jointly referred to as the "Employer" or, "Contractor") and Locals No. 37 and 37R of the International Union of Operating Engineers, AFL-CIO (hereinafter referred to as the "Union"). The term "employee" or "operating engineer" shall mean an individual employed by an employer covered by this Agreement who is performing work covered by this Agreement.

ARTICLE I JURISDICTION

Section 1. Territorial Jurisdiction: This Agreement shall cover all work defined in Section 3 of this Article performed by the Employer on all job sites except Brandon Shores, Bethlehem Steel and sites covered by project agreements, special agreement or national agreements within the State of Maryland, excluding Washington, Allegheny, Garrett, Charles, Montgomery, St. Mary's and Prince Georges counties and the Eastern Shore counties of Maryland.

Section 2. Work Covered by the Highway and Commercial Excavation Agreement: The provisions of this Agreement shall apply to all housing, sewer and utilities, paving, site clearance and demolition work, site preparation work, excavation, grading, all snow removal work, and highway construction work (defined as constructing substantially in its entirety, or an addition or repair to, highways, bridges, elevated highways, grade separations, abutments, retaining walls, viaducts, right-of-way clearance operations in connection with highway construction work, maintenance and repair at the job sites of all equipment, vehicles and other facilities used in connection with serving the above mentioned work on the job site, including any structure or operation which is an integral part of a contract thereof, excluding steel superstructures, bridges, and tunnels over and under the Chesapeake Bay, the Potomac River, the Patuxent River, the Susquehanna River from its mouth to the Conowingo Dam, and the Patapsco River from its mouth to all points within Baltimore City) that is contracted for, or let by, the Maryland Department of Transportation, the counties of the State of Maryland, the City of Baltimore, the Federal Government, or private entities.

Section 3. Craft Jurisdiction: The craft jurisdiction claimed by the Union includes all persons engaged in supervising, controlling, erecting, dismantling and repairing, operating or assisting in operating, erecting, dismantling, or repairing of all hoisting and portable machines, all refrigerating machines or units and engines used on open and heavy construction work; all skid loaders and pallet jacks; all hoisting and portable machines and engines used in or upon wrecking, digging, boring, building and erecting foundations, buildings, tunnels, subways, dams, reservoirs, disposal plants, bridges, railroads, streets(paving and repair), road building construction (including grading and repair), sewers, water, gas and oil lines, allotment development construction, harbor and river dredging, the construction and repair of all docks, wharves, piers, shipyards and seawalls, all sand, gravel and stone pits; quarries and material yards (permanent and temporary) , sand, rock and gravel screening machines; motor generators (when used for welding and cutting or for converting or transforming electric currents, irrespective of their motive power) ; all machines used to sweep, clean and remove debris and snow from streets and roads; all mine hoists, telfers, grab buckets, pumps, well-points, siphons, pulsometers, generators, concrete mixers of 2-bag capacity and over, concrete pumps of all sizes and capacities, stone crushers, air compressors, plant air, all water-test and blasthold drilling machines; all sandblasting and other machines and boilers used in the cleansing and washing of buildings; all boilers (irrespective of size) used for furnishing temporary heat on buildings under construction, or for the heating of material, or heating water, or furnishing steam for the operation of all machines, engines, and other appurtenances herein specified; all

locomotive, tractor and truck type cranes; all derricks, boom hoists (of all descriptions and capacities), and automatic hoists; house and all elevators (permanent and temporary) used for hoisting building material or lowering debris or carrying workmen from floor to floor in buildings under construction and repair; all street rollers, steam and other motive power shovels; all LeTorneau and other types of scoops, pull shovels, mucking machines, draglines, and cableways; and all clamshell and orange peel buckets when used in connection with any machines or with derrick or boom hoists for excavating, handling, storing, loading or unloading materials, all land and floating pile drivers, floating derrick barges and boats, -floating and self-propelled dredges and rock drilling plants, all dinkey and standard locomotives, derrick cars, tractors and all tractor propelled machinery, all power and elevator graders, scarifiers, bulldozers, Barber Green loaders, all trenching and ditching machines, all mechanical hoe type machines, back fillers and conveyors, all cranes, derricks, machines, engines and boilers used in asphalt and concrete mixing plants and all other machines and all other engines (irrespective of motive power) used on building construction work or in the loading, unloading or storage of commodities at or in terminals. Trucks on and off road – Articulating Trucks.

Section 4. Resolution of Jurisdictional Disputes: In the event of a jurisdictional dispute with any other union or unions, the dispute shall be submitted to and resolved by the Impartial Jurisdictional Disputes Board for the Construction Industry or its successor. There shall be no stoppage of work or slowdown of work as a result of a jurisdictional dispute and the parties agree to be bound by the rules, decisions or awards of the Disputes Board or its successor.

ARTICLE II UNION SECURITY

Section 1. Union Membership: It shall be a condition of employment that all employees of the employer engaged in construction work covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members, and all such employees who are not members of the union on the execution date of this Agreement or who are hired on or after its execution date shall, after the seventh (7th) day following the execution date of this Agreement or the beginning of their employment, whichever is later, become and remain members in the Union. It shall also be a condition of employment that all employees of the Employer who are not engaged in construction work but who perform work covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members of the Union and all such employees who are not members of the Union on the execution date of this Agreement or who are hired on or after its execution date shall, after the thirtieth (30th) day following the execution date of this Agreement or the beginning of their employment, whichever is later become and remain members in the Union. For the purpose of this Section 1, "union membership" shall mean that an employee tenders the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union to the extent required by law. For the purpose of this Section 1, and this Section 1 only, all employees employed by employers covered by this Agreement shall have their date of employment determined by the date they were first employed by any such employer.

Section 2. Dues Deduction: In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 of the Labor Management Relations Act, as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, dues, initiation fees and/or assessments levied by the Union in accordance with its Constitution and Bylaws. The Union shall notify the Employer of the amount of the dues, initiation fees and/or assessments or any change therein during the term of this Agreement. The amount deducted shall be remitted to the Union monthly by the 15th day of the month following the month in which the required amount is deducted, together, with a statement setting forth the name and hours worked of each employee from whose wages the deduction is made.

Section 3.9(a) Language Following a demand by the Local Union for recognition as the Section 9(a) majority collective bargaining representative, the Employer recognizes the Local Union as the Section 9(a) majority collective bargaining representative for all employees performing unit work based upon a showing by the Local Union or an offer by the Local Union to show evidence that a majority of the employees authorize the Local Union to represent them in collective bargaining.

ARTICLE III FAVORED NATIONS

Section 1. More Favorable Conditions: In the event the Union enters into any agreement with other employers or other employer associations who are engaged in the same business as the Employer signatory to this Agreement within the territorial scope of this Agreement as previously defined herein that has terms more favorable to such employers or employer associations than are afforded to the members of the Employer signatory to this Agreement, then such more favorable provisions shall be deemed incorporated into this Agreement as of the date of the adoption in such other agreements, and any provisions herein inconsistent therewith shall be deemed to be canceled as of the same date. This provision shall not affect the rights of any employee, the Employer or the Union under a canceled inconsistent provision which may have accrued prior to the date of its cancellation. Nothing contained herein shall prevent the Union from establishing special project conditions on a special project basis so long as a designated representative of the employer is notified of such conditions and such conditions are extended to all members of the Employer.

Section 2. Determination of More Favorable Conditions: In order to enable the Employer to determine whether more favorable terms have been granted by the Union to any employer or association of employers competing with the Employer or its members within the territorial scope of this Agreement, the Union agrees that if it executes an agreement with a competitor of the Employer, it will immediately furnish a designated representative of the Employer with a full and true copy of such agreement.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. Except as otherwise restricted, modified or limited by the provisions of this Agreement, all rights and functions pertaining to the conduct and management of the Employer's business are vested exclusively in the Employer.

ARTICLE V SUBCONTRACTING

Section 1. On any site of construction, alteration, or repair of a building or structure, the Employer shall not subcontract out any work which is covered by this Agreement to any person, firm or corporation which will not allow the use of members of the Union to perform such work.

It is the intention of the Employer and the Union that this clause shall be interpreted to conform to the rulings of the NLRB with respect to contracting and subcontracting clauses allowed under the proviso to Section 8 (e) of the Labor Management Relations Act of 1947, as amended. This clause shall be suspended during the pendency of any administrative or legal proceedings in which its invalidity is asserted. If, as a result of legislative, administrative or judicial action, stronger restrictions on the rights of Employers to contract and subcontract become permissible, this clause shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, either the Employer or the Union shall be permitted to take legal or economic recourse against the other.

**ARTICLE VI
NON-DISCRIMINATION**

Section 1. The Employer and Union agree they will not, either jointly or individually, discriminate in regard to hire, tenure, promotion or other terms or conditions of employment against any individual on the basis of race, color, religion, sex, age, national origin, marital status, veteran status, or physical or mental disability to the extent required by law.

**ARTICLE VII
MANNING OF SERVICE UNITS**

Section 1. Definition of Service Units: The following units shall be classified as service-units:

- a. Air compressors
- b. Welding machines
- c. Pumps
- d. Space heaters

Section 2. Service Unit Ratings: For the purpose of manning requirement, the service unit rating system shall be as follows:

- a. Air compressors cubic feet per minute
- b. Welding machines amperes.
- c. Pumps - factory specifications in inches—one inch to be rated the same as 100 CFM on compressors or 100 amperes on welding machines.
- d. Space heaters - BTU's in excess of 500,000.

Section 3. Manning Requirements: The following manning requirements shall apply to service units:

- a. Air Compressors - One (1) Operating Engineer shall be employed on air compressors when either the total CFM exceeds 500 or three (3) machines are used.
- b. Welding Machines -- An Operating Engineer shall be employed on welding machines when either the total amperes exceed 500 or three (3) machines are used.
- c. Pumps -- An operating Engineer shall be employed on water pumps (excluding jet pumps) when either the total factory specifications in inches exceed five (5) or three (3) pumps are used.
- d. Space heaters -- An Operating Engineer shall be employed on space heaters when the total BTU's exceed 500,000 and shall be allowed to operate eight (8) units.

Section 4. Combination Operations: When a combination of pumps, compressors, or welding machines are used, an operating Engineer shall be employed when either the total service unit rating system exceeds 500 or three (3) machines are used. On service unit equipment a mechanic may be hired to maintain units up to an amount that can be properly serviced within a reasonable distance and time. If the Union and Employer cannot agree on the number of units to be serviced by a mechanic, then the service unit ratings shall be enforced. After consultation with the Union, some leeway may be granted on the number of units an Employer may operate without the services of an Operating Engineer.

Section 5. Use of Apprentices: Operating Engineer Apprentices shall be used to service and maintain service units not requiring the services of an operating engineer. After consultation with the union some leeway may be granted on the number and size of service units the employer may operate without the service of an operating Engineer Apprentice, but in no event shall this maintenance and service work be assigned to any other craft.

Section 6. Manning Continuous Service Unit Operations Lasting 30 Days: When well-points, -pumps, or space heaters are being used around the clock on a seven (7) day basis on jobs lasting 30 days or more, the shift shall be divided among four (4) employees working the "crazy shift" to be used in the following manner:

1st Week

	8-4	4-12	12-8	Off
Monday	A	B	C	D
Tuesday	A	B	C	D
Wednesday	D	B	C	A
Thursday	D	B	C	A
Friday	D	A	C	B
Saturday	D	A	B	C
Sunday	D	A		C

2nd Week

	8-4	4-12	12-8	Off
Monday	D	A	B	C
Tuesday	D	A	B	C
Wednesday	C	A	B	D
Thursday	C	A	B	D
Friday	C	D	B	A
Saturday	C	D	A	B
Sunday	C	D	A	B

3rd Week

	8-4	4-12	12-8	Off
Monday	C	D	A	B
Tuesday	C	D	A	B
Wednesday	B	D	A	C
Thursday	B	D	A	C
Friday	B	C	A	D
Saturday	B	C	D	A
Sunday	B	C	D	A

4th Week

	8-4	4-12	12-8	Off
Monday	B	C	D	A
Tuesday	B	C	D	A
Wednesday	A	C	D	B
Thursday	A	C	D	B
Friday	A	B	D	C
Saturday	A	B	C	D
Sunday	A	B	C	D

- A. _____
- B. _____
- C. _____
- D. _____
- O. the sixth day

**ARTICLE VIII
JOB REFERRAL SYSTEM**

Section 1. All Employers shall engage their employees covered by this Agreement through the office of the business representative, who shall refer employees in the classifications requested on a nondiscriminatory basis. Any applicant for employment may be rejected by the Employer, provided only that the Union shall have the right to discuss with management any such rejection.

Section 2. The Union shall refer employees in accordance with its hiring regulations which are as follows:

a. The aims and purpose of the hiring regulations are to maintain an open employment list. Each list shall be established and maintained on a nondiscriminatory basis, and shall not be based on, or in any way affected by, union membership, policies or requirements. The main purposes of the referral system is to aid Employers seeking competent, ,qualified workmen, and to aid such workmen in finding employment

b. Whenever desiring to employ workmen, the Employer shall call the Union or its Agents for any such workmen as the Employer may from time to time need, and the Union or its Agents shall refer such workmen from the open employment list on the basis of seniority, in the various group

c. The Employer shall give the Union twenty-four (24) hours notice when requiring the services of qualified workmen.

d. The parties to this Agreement shall post, in places where notices to employees and applicants for employment are customarily posted, all of the hiring regulations of the International Union of Operating Engineers, Local No. 37.

e. Any workmen on the employment list who makes written claim within ten (10) days, that he has been discriminated against in violation of his rights under the Labor Management Relations Act of 1947, as amended, by exclusion from a job referral shall have the right to an immediate appeal to a Joint Board, consisting of two (2) members of the Union and two (2) members of the Employer Group, who shall be respectively designated upon the signing of this Agreement. Voting by members of this Joint Board shall be on a unit basis. In case the Joint Board fails to reach a unanimous decision, the claim shall be submitted expeditiously to an impartial umpire to be agreed upon by the Joint Board herein created, whose decision shall be binding and conclusive .

f. The cost and expense of establishing and maintaining the open list and of the referrals therefrom, shall be borne by all of the registrants thereon. In the case of registrants who are not members of the Union, their share of such cost and expenses shall not exceed a sum equal to the pro rata share of the cost and expenses of operating the employment list and the referrals therefrom, which is being borne by members of the Union from the payment of Union dues. After seven (7) days from the date of this Agreement, or of the date of registry on the list, whichever is later, registrants shall incur the obligation of making monthly payments of their share of such costs and expenses. Failure of a registrant to make payment of such cost and expenses shall constitute grounds for removal from such list, and shall nullify any prior referral therefrom.

g. The Union shall register and refer all applicants for employment on the basis of the priority groups listed below. Each applicant shall be registered in the highest priority group for which he qualifies.

h. The Union shall maintain a separate list for each of the seven Groups set forth, and shall list the applicants within each Group, in the order in which they register as available for employment.

i. Separate lists shall be kept for Apprentices on the same basis as for Operating Engineers. No employee or applicant may register for employment as an Operating Engineer and an Apprentice or oiler at the same time.

Employers may hire any employee who has been employed by them during a ninety (90) day period previous to such hiring, only by notifying registration officials at least 24 hours before, giving the names and dates of such hiring.

k. Key men in classifications agreed to in a pre-job conference shall be dispatched as requested in accordance with the agreement reached at the prejob conference.

l. Qualifications: The term "qualified" as used herein shall mean a graduate of an Operating Engineer AFL-CIO, U.S. Department of labor approved apprenticeship program or equivalent qualifications as determined by an apprenticeship committee. Union membership or lack thereof shall in no circumstance be a basis for determining qualifications. Qualifications to perform the work at issue and to be referred by the Hiring Hall shall be realted solely to ability to perform the work requested. In specific situations, where unique training on specialized equipment beyond the scope of the general apprenticeship or equivalent qualifications are needed, such unique training requirements may be considered by the Hiring Hall in referring an individual as "qualified," or in not referring an individual for reason of lack of qualifications.

CLASSIFICATIONS

Group "A"

All applicants for employment who have worked as operating engineers for the past four (4) years, and have been employed for an aggregate time of at least one (1) year during the past four (4) years by Employers who are parties to collective bargaining agreements with the Union, not containing discriminatory referral provisions, and who have maintained residence for the past two (2) years within the geographical area constituting the normal construction labor market as hereinafter defined.

Group "B"

All applicants for employment who have worked as operating engineers for the past four (4) years, and have been employed for an aggregate time of at least six (6) months during the past four (4) years by Employers who are parties to collective bargaining agreements with the Union, not containing discriminatory referral provisions, and who have maintained residence for the past six (6) months within the geographical area constituting the normal construction labor market as hereinafter defined.

Group "C"

All applicants for employment who have worked as operating engineers for the past two (2) years, and who have maintained residence for the past year within the geographical area constituting the normal construction labor market as hereinafter defined.

Group "D"

All applicants for employment who have worked as operating engineers for one year.

Group "E"

All other applicants for employment

Group "F"

All applicants for employment who have the qualifications, and have been indentured by the Joint Apprenticeship and Training Committee (JATC) are classified as Registered Apprentices.

Group "G"

All applicants for employment who have the qualifications to become an Indentured Registered Apprentice prior to indenture date are classified as Training Apprentices (TA).

PREFERRED REGISTRATION

On building work, applicants may register on a preferred list provided they have at least fifteen (15) years of employment, or availability for employment, in any one or more classifications listed in this section. However, a person who does not meet such requirements but who has a physical handicap preventing his employment in any classification except one which is "preferred", and is a Group "All employee may make a "preferred" registration without meeting such requirements. An employee making a "preferred" registration shall be ineligible to register, and shall not register for work in any classification which is not "preferred". Equipment classified under preferred registration shall be as follows: singled compressor, compressors (2 or more), pumps, welding machines (2 to 6), generators, material hoists, one drum or more, elevators, well-point systems, heaters (space or concrete) and conveyors.

REGISTRATION

A. Registration in all groups shall be valid for 30 days from date of registration. An employee whose name in the interim has not been stricken from the list as provided in other sub-sections of this section may maintain his place on the list by successive reregistration. Such reregistration must be made in person between the 27th and 30th day after the date of original registration or last reregistration, as the case may be.

B. The name of an employee who fails to exercise this right of reregistration within the time provided herein shall be stricken from the appropriate list.

- C. Registration in Group "E" shall be valid for 2 weeks only, and no such registration shall be carried over to the succeeding 2 week period.
- D. Any applicant who refuses more than 2 job dispatches shall have his name placed on the bottom of the list.
- E. Applicants may have the privilege to refuse jobs of one day's duration.
- F. Employment of "short duration", for the purposes of these regulations only, shall mean employment which is terminated other than for just cause without such employee's having received from such employment the equivalent of 80 hours of straight time wages.

**ARTICLE IX
INTRODUCTION OF NEW EQUIPMENT**

Section 1. If during the life of this Agreement a new piece of equipment is placed on the market by the manufacturer, there shall be a meeting between representatives of the Maryland Heavy and Highway contractors Association, Inc. and the *Union*, for the purpose of negotiating a rate for said piece of equipment.

**ARTICLE X
FUNDS**

Section 1. Contributions to Funds: During the term of this Agreement, the Employer agrees to pay to the operating Engineers Local No. 37 Benefit Fund the amounts specified page 46 of this Agreement for each compensable hour of wages paid to each employee covered by this Agreement to cover the following funds:

- Health and Welfare
- Pension
- Apprentice Training
- Annuity and Severance

Section 2. Vacation Deductions: During the term of this Agreement, the Employer agrees to deduct the following amount from the wages of each employee covered by this Agreement for each compensable hour of wages paid to each employee and pay the amount deducted to the Operating Engineers Local No. 37 Benefit Fund to cover vacations.

Effective Date	Amount
April 1, 2002	\$.40

Section 3. Administration of Funds: The Funds shall be jointly administered by an equal number of Employer and Union representatives, in accordance with Agreements and Declaration of Trusts which comply with the provisions of Section 302 of the National Labor Relations Act, as amended. By executing this Agreement, the Employer accepts terms and provisions of said Agreements and Declaration of Trusts of each of the funds covered by this Article as well as any amendments heretofore or hereafter made and said Agreements and Declaration of Trusts are incorporated by reference into this Agreement.

Section 4. Target Deductions: During the term of this Agreement, the Employer agrees to deduct the following from the wages of each employee covered by this Agreement for each compensable hour of wages paid to each employee and pay the amount deducted to the Operating Engineers Local No. 37 Benefit Fund to cover Target.

<u>Effective Date</u>	<u>Amount</u>
April 1, 2002	\$.55

Section 5. Trustees: The Employer further agrees with respect to each Fund covered by this Article:

- a. That the Employer Trustees named in said Agreements and Declaration of Trusts, and additional Employer Trustees appointed pursuant to the terms of the Agreements and Declaration of Trusts, and their successors in Trust, are and shall be its representatives;
- b. and That the employer approves and consents to the appointment of the Trustees of the said Funds heretofore appointed and hereafter selected as provided for in said Agreements and Declaration of Trusts;
- c. and that the Employer further ratifies, confirms, approves and consents to all of the lawful acts of the said Trustees or their duly appointed successors, heretofore or hereafter taken in the creation and administration of the said Funds, including, without limitation, the establishment, maintenance, modification and termination of plans for each of said Funds, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the method of funding and paying the benefits; and
- d. That the Employer further ratifies, confirms, approves and consents to all amendments of the said Agreements and Declaration of Trusts that may hereafter be made in accordance with the provisions of said Agreements and Declaration of Trusts.

Section 6. Employers from Other Jurisdictions: Employers from jurisdictions other than the jurisdiction of Local No. 37 who employ employees covered by this Agreement shall be subject to the same contribution provisions of this Agreement, when performing work within the geographic jurisdiction of Local No. 37.

Section 7. Posting of Bond: Prior to performing any work under this Agreement, or within ten (10) days of the effective date of this Agreement, the Employer shall post and keep in effect for the duration of this Agreement, a bond or other form of surety with the Operating Engineers Local No. 37 Benefit Fund in an amount to be determined by the Trustees. This posting shall not relieve the Employer of the obligation to file regular reports and make regular payments as required by any other provision of this Agreement. If the Employer fails to pay the amounts due the Funds when said payments are due, the payments shall be paid with proceeds from the bond or other form of surety posted with the Fund.

Section 8. Delinquent Contributors: Notwithstanding anything in this Agreement to the contrary, it is specifically understood that in the event any Employer is delinquent in a payment of contributions to the Funds' covered by this Article, the Union may, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Union has given 72 hours strike notice to the Employer of such delinquency, strike or take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the delinquent Employer shall be responsible to the employees for losses resulting therefrom.

Section 9. Collection of Delinquent Payments: The parties recognize and acknowledge that the regular and prompt payment of the payments required to be made under this Article are essential and that it would be extremely difficult to fix the actual expense and damage to the Funds, the Union and to the employees which

would result from the failure of the Employer to make such payments in a timely manner. Accordingly, the amount of damage resulting from each such failure shall be presumed to be not more than twenty percent (2011) of the amount due, which amount shall become due and payable to the Fund, as liquidated damages and not as a penalty, upon the day immediately following the date on which such payment became delinquent, and shall be in addition to the delinquent payment. In addition, interest at the rate of 18% per annum of each monthly delinquency or the maximum permitted by law shall be paid from the date of delinquency and the delinquent contributor shall be responsible for reasonable attorney's fees and the cost of any action necessary to recover delinquent payments.

Section 10. Information to be Furnished: Each Employer shall promptly furnish to the Trustees, on demand, any and all necessary records of his employees, concerning the classification of such employees, their names, social security numbers, amount of wages paid and hours worked and any other payroll records and information that the Trustees may require in connection with administering the Trust Fund and for no other purpose. The Trustees or their authorized representative may examine the payroll books and records of each employer whenever such examination is deemed necessary by the Trustees in connection with proper administration of the Trust.

ARTICLE XI INDEMNIFICATION

Section 1. Union Dues: The Union shall accept full liability for, and indemnify and hold the Employer harmless from any and all claims which may be made against the Employer for union dues under the provisions of this Agreement, and the Union assumes full responsibility for the disposition of the funds so deducted as soon as they have been remitted by the Employer to the Union.

Section 2. Hiring Hall: 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 purpose of complying with the hiring regulations of the International Union of Operating Engineers Local No. 37, *including the* operation of the hiring hall.

ARTICLE XII SAVING CLAUSE

Section 1. The provisions of this Agreement are severable, and if any provision of this Agreement is held illegal by any board or court of competent jurisdiction, the parties shall not be bound by the provision affected by the decision but all other provisions shall continue in full force and effect.

ARTICLE XIII PAY PRACTICES

Section 1. Method and Time of Payment: Employees shall be paid in United States currency or check, except however, the Employer may deposit an employee's pay directly in the bank of the employee's choice with the voluntary written authorization of the employee. Payday shall not be later than Friday of any one work week, and not later than quitting time on that day. No more than three (3) days' pay shall be withheld in any one work week. Any undue delay in payment of wages, or loss of time caused the employees through no fault of their own, shall be paid for by the Employer causing the delay, at straight time wages, not to exceed eight (8) hours per day, until the wages and full waiting time wages are paid. Employees shall not be required to wait in line for their pay, or check in or out, or pick up brass, unless the situation is beyond the employer's control, and only after *consultation with* the Union.

Section 2. Discharged or Laid-Off Employees: If any employee is discharged or laid off, he shall be paid in full for whatever amount shall be due and owing at that time, and if required to go to some other point, or to the office of the Employer, the employee shall be paid for the time required to go to such place.

Section 3. Deductions: All Employers shall deduct, withhold and pay to the proper authorities all prevailing taxes on wages and FICA and shall make all contributions for unemployment compensation as required by law.

Section 4. Itemized Information: Each pay envelope or check shall contain information, which shall be itemized, as to gross pay, deductions and net pay. Such information shall also be furnished to employees electing direct deposit under Section 1 of this Article.

Section 5. Targeting Program Stickers: The Employer agrees to place a target' sticker, to be furnished by the Union, on the paycheck of each employee who works on a job subsidized with funds from the Operating Engineers Job Targeting Program.

Section 6. Savings Deduction: Upon receipt of a written authorization signed by the employee, the Employer agrees to deduct from the wages of the employee, once a month, the amount specified in the written authorization and submit it to any savings plan, bank, retirement plan or other similar plan or organization provided such deduction or transmission of funds is not prohibited by federal, state or local law, ordinance or regulation. The amounts deducted under this Section must be transmitted by the Employer to the designated plan or organization by the 15th day of the month following the month in which the deduction was made.

ARTICLE XIV REPAIRS OF MACHINERY AND EQUIPMENT

Section 1. Assistance in Making Repairs: When an Operating Engineer requires assistance in the operation and/or repair of equipment or machinery, only employees covered by this Agreement shall be used, with the exception of factory representatives when machine is still under manufacturers' warranty and except when specialized work is required.

Section 2. Running Repairs: Employees shall do running repair work on machines they operate. Crews operating machines shall remain on the job at all times, assisting in making necessary repairs. Repair work done on overtime shall be paid for at the overtime rate.

ARTICLE XV REPORTS FOR PREVAILING WAGES

Section 1. Furnishing of Information: In order to maintain Union wages on jobs requiring prevailing wages, each contractor must furnish to the Union on the forms supplied by the Union, wage information on each job he has in the Union's jurisdiction each month. In the event an Employer fails to comply with this Section the Union, after giving written notice to the Employer, shall have the right to strike said Employer. Such a strike shall not commence within seven (7) days of receipt of the Union's written notice by the Employer and may not continue after the Employer complies with this Section.

ARTICLE XVI OBSERVATION OF SAFETY STANDARDS

Section 1. All relevant occupational safety and health standards promulgated under the Occupational Safety and Health Act and applicable Maryland laws are to be observed by the Employer and the employees.

ARTICLE XVII PICKET LINES

Section 1. It shall not be a violation of this Agreement by the Union nor shall it be cause for discharge or disciplinary action if an employee covered by this Agreement refused to cross or work behind any primary picket line.

ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. Resolution of Disputes: In the event of any disagreement, dispute, complaint or grievance pertaining to the relations between the Employer and the Union, or employees covered by this Agreement, arising during the term of the Agreement, which cannot be settled between the Employer and the Union, such matter shall be referred to a joint conference made up of equal numbers of representatives appointed by the Union and the Employer. Should the joint conference be unable to agree and decide the matter, it shall select a neutral and mutually agreed upon party who shall cast the deciding vote, and by whose decision the parties agree to be bound.

Section 2. No-Strike, No Lockout: There shall be no cessation of work of any kind caused or permitted by the Union, and there shall be no lock-outs caused or permitted by the Employer, except for failure or refusal of the other party 'to comply with this Article or Section 1 of Article XV. Any such action shall constitute a willful violation of this Agreement on the part of the party causing it.

Section 3. Time Limits: All complaints or grievances of either party shall be in writing, and shall be promptly served upon the other party. No complaint will be considered unless this paragraph is complied with inside thirty (30) days from the date of the cause for complaint. Complaints shall be adjusted as rapidly as possible, in any event, within fifteen (15) days from the date of referring same to the other party.

ARTICLE XIX GENERAL WORK RULES

Section 1. Unsafe Equipment: No employee shall be required to work with, nor shall any employee be discriminated against for refusing to work with equipment that he considers unsafe or under conditions that are unsafe, or fails to comply with all Federal and State laws.

Section 2. Drinking Water: Drinking water shall be available at all times, and from May 1st to October 1st ice water must be available.

Section 3. Change House: A change house must be provided by the Employer, with heat in winter months effective November 1st of each year, on any job on which a Master Mechanic is employed.

Section 4. Payment of Fines: The Employer shall be responsible for the payment of any fine imposed, including any loss of wages or other expenses incurred by an employee resulting from the movement of any piece of machinery over the highway providing the machine was being moved at the direction of the Employer and the employee's negligence did not contribute to the incident leading to the violation.

Section 5. Winter operations: Employees, operating equipment during winter season, effective November 1st of each year, shall be provided with heat, and afforded protection in the form of cabs and/or canvas around the operating area. Immediate cessation of work by the affected operator only, may follow failure to comply with this provision.

Section 6. Changing of Machines and Performance of Other Duties: An operator may be required to make unlimited changes on the equipment he or she operates. However, the operator shall be paid the highest machine

rate for the entire day. During nonproductive hours of work, employees may be required to perform other job related work duties.

Section 7. No Restrictions on Production or Use of Equipment: There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment, and there shall not be any task or piece work. All special tools or equipment required by employees shall be furnished by the Employer.

Section 8. Working on Jobs where Agreement is -Not in Force: Employees shall not be required to work on any operation where, nor for any contractor by whom the provisions of this Agreement are not in full force.

Section 9. Changing Jobs: Employees shall complete jobs, or have permission of the Union to transfer from one Employer to another. In no event shall one employee replace another employee until investigation and approval by the business representative of the Union.

Section 10. Protection From Weather and Falling Materials: Employees shall be properly protected from falling materials and elements of the weather.

Section 11. Union Insignia: Employees shall have the right to wear the Union's insignia on their hard hats.

ARTICLE XX TERMS OF CONDITIONS OF APPRENTICESHIP

Section 1. The apprentice must work under the supervision of a journeyman engineer. other than normal layoff, no apprentice shall be terminated without the knowledge and approval of the Training Director. The apprentice's hours and conditions of employment shall be the same as the journeyman under the appropriate Collective Bargaining Agreement. overtime shall not be allowed during the scheduled related instruction classes. Where the Employer or his representative assigns an apprentice to work a schedule that is in conflict with the mandatory related instruction classes, the apprentice will be allowed the time necessary to attend the class including travel to and from, at no loss of pay to the apprentice.

Section 2. In case of a job related emergency causing an apprentice to miss the scheduled related instruction class, the Training Director shall be notified before class by telephone, and a follow up letter of explanation, on the employer's stationery, signed by an officer of the Company.

Section 3. The Employer shall designate a supervisor from management who shall be responsible for the implementation of the Work Process (Appendix D). The Employer, Union, and/or Training Director shall assign the journeyman or journeymen who will, through the assistance, cooperation and the guidance of the Training Director, apply the Work Process (Appendix D). The responsibility for the apprentice engineer on job work experience is a joint labor, management responsibility.

Section 4. The Employer shall see that the apprentice is under the supervision of an Operating Engineer Journeyman, whose responsibility it shall be to instruct the apprentice in the actual operation of the equipment. The Employer shall provide each apprentice with the necessary diversified training experience, including the actual equipment or machines currently manned by an Operating Engineer. The Work Process was designed to create the flexibility necessary to accomplish this by allowing the Apprentice to multi-train simultaneously regardless of the initial hiring assignment.

Section 5. The Apprenticeship Standards are made part of this Agreement by reference made hereto.

ARTICLE XXI SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event of sale, transfer, lease, assignment, receivership or bankruptcy proceedings, the purchaser shall be subject to the terms and conditions of this Agreement for the life thereof.

ARTICLE XXII MODIFICATION OF AGREEMENT

Section 1. There shall be no waiver or exception to the terms of this Agreement, unless made in writing and signed by the Business Manager, President and Recording Secretary of the Union, and a duly authorized representative of the Employer, and all contractors are notified of the change.

ARTICLE XXIII PREMIUM PAY AND GUARANTEES

Section 1. Reporting Pay: Employees who report for work and are prevented from working because of conditions beyond their control shall receive two (2) hours pay for reporting unless told not to report for work on or before quitting time the previous day. Employees who report for work and actually start to work shall receive a minimum of four (4) hours pay and if they work into the afternoon they shall receive eight (8) hours pay.

Section 2. Adverse Weather Conditions: During the period of January 1 through November 30, an employee on equipment that cannot be operated because of adverse weather conditions shall be guaranteed thirty (30) hours pay per week, provided that such employee makes himself available for work for the full work week. All hours paid during a work week including all overtime hours, overtime premiums, all hours worked on Saturdays and, because of contract and scheduling requirements imposed by owners, up to eight (8) hours worked on Sundays shall count towards the thirty (30) hour guarantee. Hours worked on holidays shall not count towards the thirty (30) hour guarantee. During the month of December, an employee subject to this Section shall receive two (2) hours pay for reporting to work and if he starts to work shall receive Four (4) hours pay and if he works past four hours, shall receive eight (8) hours pay.

Section 3. Jobs in Excess of Five Days: If, during the period January I through November 30, any employee's job continues for more than five (5) days, he shall be on a thirty (30) hour weekly guarantee basis, at the weekly rate for the elapsed working days while his job lasts, provided such employee makes himself available for work for the full work week. If rehired before the expiration of one week, he shall be compensated for lost time. All hours paid during a work week including all overtime hours, overtime premiums, all hours worked on Saturdays and, because of contract and scheduling requirements imposed by owners, up to eight (8) hours worked on Sundays shall count towards the thirty (30) hour guarantee. Hours worked on holidays shall not count towards the thirty (30) hour guarantee. During the month of December, an employee subject to this Section shall receive two (2) hours pay for reporting to work and if he starts to work shall receive four (4) hours pay and if he works past four hours, shall receive eight (8) hours pay.

Section 4. Sunday Work: All employees ordered to report for work on Sunday, and who shall so report, shall be paid four (4) hours at the premium pay in effect on said job.

Section 5. Long Boom Cranes and Pile Driving Machines: on long boom cranes, including jibs, and on pile driving machines with leads, the operator shall receive the following additional pay, as specified: 130' to 169' - \$.40 per hour; 170' to 209' \$.60 per hour; 210' to 249' - \$.80 per hour; 250' to 299' - \$1.00 per hour; and 300' and over - \$1.25 per hour.

Section 6. All employees shall be paid wages for eight (8) hours on the first and last days of employment.

Section 7. Premium Pay for Working With Hazardous Materials: on work involving the removal or cleanup of asbestos, toxic waste or other hazardous materials, employees shall receive ten percent (10%) more than the Group I wage rate. The ten percent (10%) rate will be paid only to operators who are certified hazardous waste technicians while they are working with hazardous waste materials in the designated danger zone when required or specified by the Environmental Protection Agency or other appropriate governmental agency.

ARTICLE XXIV OVERTIME

Section 1. Regular Working Hours: Regular working hours shall be from 7:30 am. to 12:00 noon, from 12:30 p.m. to 4:00 pm.; however, after, consultation with the Union, leeway may be granted in starting and stopping times.

Section 2. Payment of Overtime: Except where required by wage determinations, project agreements, national agreements or targeted jobs, overtime shall be paid at the rate of one and one half time after ten (10) hours daily, or forty (40) straight time hours weekly. There shall be no pyramiding of overtime. All work performed on Saturday shall be paid at the rate of time and one half provided the employee makes himself available and works all available hours during the work week in which that Saturday falls. All work performed on Sundays shall be paid at the double time rate.

Section 3. Overtime for Employees Working with other Crafts: Employees working with other crafts a minimum of two (2) hours at hours different from those specified in Section 1 of this Article shall have the same conditions as to hours of overtime as the crafts with whom they are working. This Section shall not apply to employees working on paving and excavation work.

ARTICLE XXV EMPLOYEES WORKING WITH OTHER CRAFTS

Section 1. Rates of Pay: Employees receiving the top (job Grade I) scale of wages, who are working on equipment for a minimum of four (4) hours, directly with other skilled employees shall receive the same rate of pay for the full day as other employees, if higher than the rate provided by this Agreement. This Section shall not apply to employees working on paving and excavation work.

ARTICLE XXVI SHIFT WORK

Section 1. Premium Pay: There shall be no premium pay for shift work as such Monday through Friday. However, whenever men are employed on shift work, each shift shall be allowed a one half hour lunch period without loss of pay.

ARTICLE XXVII

TRAVEL PAY

Section 1. No Travel Pay: There shall be no travel pay, subsistence pay or zone rates paid with respect to any site which is located within the jurisdiction of the Baltimore Building and Construction Trades Council.

ARTICLE XXVIII SPECIAL RULES

Section 1. When employees, covered by this Agreement, report for starting work, they shall be entitled to work until the end of their job, and shall not be replaced before the conclusion of their job with the company they were dispatched to, except for just cause.

Section 2. On pile driving operations, when a boiler, a compressor or a hydraulic pump is mounted "piggy-back" there shall be two (2) operators employed.

Section 3. Any employees receiving remuneration or benefits greater than those specified in this contract, shall receive no loss of pay or benefits because of this contract.

ARTICLE XXIX MASTER MECHANICS AND ASSISTANT MASTER MECHANICS

Section 1. When Master Mechanics Are Required: A Master Mechanic shall be employed whenever nine (9) or more employees, including oilers and apprentices when oiling, or five (5) or more machines paying the top scale of wages (whichever shall occur first) are employed by the Employer on any one project.

Section 2. When Assistant Master Mechanics Are Required: An Assistant Master Mechanic shall be employed when forty (40) or more employees are employed by the Employer on any one project. He shall work under the direct supervision of the Master Mechanic, but shall not be required to operate any equipment.

Section 3. Supplying of Master and Assistant Master Mechanics: Master Mechanics and Assistant Master Mechanics must be supplied by the Union on a non-discriminatory basis.

Section 4. Not to Operate Machines: Master Mechanics, Assistant Master Mechanics or Supervisors shall not be employed as operators of machines, nor shall operators of machines be considered as Master Mechanics, Assistant Master Mechanics, or Supervisors.

Section 5. Passing of Orders to Employees: Orders of the Employer shall be passed through the Master Mechanic to any employee covered under the terms of this agreement in regards to work assignments, lay-offs, dismissals and for the repair and maintenance of all equipment coming under the jurisdiction of the Operating Engineers.

Section 6. Hours of Employment of Master Mechanics: On a job requiring a Master Mechanic, the Master Mechanic shall remain on the job at all times, including overtime, Saturdays, Sundays and holidays, whenever any other employee working under the terms of this Agreement is working, excluding employees engaged in the operation of space heaters, pumps or well-point systems.

Section 7. Pay Rate of Master Mechanics: A Master Mechanic shall be paid \$1.00 per hour more than the highest paid employee working under his direction.

Section 8. Pay Rate of Assistant Master Mechanics: An Assistant Master Mechanic shall be paid \$.50 per hour more than the highest paid employee under the direction of the Master Mechanic.

**ARTICLE XXX
SNOW REMOVAL**

Section 1. Compensation of Employees Performing Snow Removal Work: If an employee is called out to perform snow removal work within four (4) hours of the conclusion of his regularly scheduled work day, he will be compensated at the rate of one and one-half (1 ½) times his straight-time hourly rate for all hours worked in excess of eight (8) during the day. If an employee is called out to perform snow removal work more than four (4) hours after the conclusion of his regularly scheduled work day or if an employee was not scheduled to work, he shall be paid at the straight-time hourly rate for the first eight (8) hours of snow removal work and at the rate of one and one-half times (1 ½) the straight-time hourly rate for all hours worked in excess -of eight (8) hours.

**ARTICLE XXXI
HOLIDAYS**

Section 1. Qualification for Holiday Pay: To qualify for holiday pay, an employee must work three (3) days in the work week in which the holiday occurs. If the Employer requests an employee to work on the day before or the next work day after a holiday, and the employee does not work on those days as requested, the employee shall not be entitled to holiday pay, provided that if the employee reports for work as requested and is not permitted to start work, he shall not be disqualified from receiving holiday pay.

Section 2. Holidays: The following days, or days observed as such, are to be paid holidays, and work performed on these days shall be paid for at the double time rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Work shall not be performed on the above days, except in an emergency, or with the permission of the Union. If one of the above holidays occurs on a Saturday, it will be observed the preceding Friday. If one of the above holidays occurs on a Sunday, it will be observed on the following Monday.

ARTICLE XXXII
TERMINATION AND RENEWAL OF HIGHWAY AGREEMENT

Section 1. This Agreement shall be operative and effective April 1, 2002, and shall continue in full force and effect through March 31, 2005, and from year to year thereafter, unless prior notice to negotiate a new contract is given, not less than ninety (90) days prior to March 31, 2005. It is expressly agreed by all employers bound under the terms of this Agreement, that any notice required to be given under this Section shall be served upon the Maryland Heavy and Highway Contractors Association, Inc., and the service of said notice shall operate as individual notice to each and every employer-member of said employer association, and likewise, shall serve as notice to each and every independent employer who is a signatory hereto. Nothing in this Article shall bind the employer association as to giving notice to non-members or the independent employers.

IN WITNESS WHEREOF, the parties hereunto set their hands
and seals this day of _____, 2002.

For: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 37

For: MARYLAND HEAVY AND HIGHWAY CONTRACTORS ASSOCIATION, INC.

ACCEPTANCE OF HIGHWAY AND COMMERCIAL EXCAVATION AGREEMENT BY EMPLOYER WHICH HAS NOT AUTHORIZED THE MARYLAND HEAVY AND HIGHWAY CONTRACTORS ASSOCIATION, INC. TO REPRESENT IT

The undersigned Employer accepts each and every provision of the foregoing **HIGHWAY AND COMMERCIAL EXCAVATION AGREEMENT** between Maryland Heavy and Highway Contractors Association, Inc. and Locals No. 37 and 37R of the International Union of Operating Engineers, AFL-CIO, effective from April 1, 2002, to and including March 31, 2005, and adopts said **AGREEMENT** and each and every one of its provisions as its own **AGREEMENT** with Locals No. 37 and 37R of the International Union of Operating Engineers, AFL-CIO.

Whenever the term "Employer" or "Employers" is used in said **AGREEMENT** said term shall include the undersigned Employer.

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

SIGNATURE AND TITLE OF AUTHORIZED OFFICER: _____

DATE: _____

ACCEPTED BY LOCALS NO. 37 AND 37R OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO.

SIGNATURE AND TITLE OF AUTHORIZED OFFICER: _____

DATE: _____

**Baltimore Highway & Commercial Excavation Agreement
Classifications & Wages Beginning April 1, 2002**

GROUP IA

Cranes, Gradalls, Excavators over 120,000 lbs, Ultra High Reach Excavators .

<u>Effective</u>	<u>Hourly Rate</u>
April 1, 2002	\$19.75
April 1, 2003	\$20.55
April 1, 2004	\$21.55

GROUP I

Excavators, Backfiller, Backhoe, Boom Trucks, Challenger Type Equipment, Batch Plants, John Deere & Case Type Backhoe (Front End Bucket Over 1^{1/4} yds), Concrete Mixing Plants, Concrete Paver, Concrete Pump, Double Concrete Pump, Drilling Rigs, Front End Loader (1^{3/4} Yards & Over), Grader, Pile Driving Machine, Repair Mechanic, Hoist, Long Reach Backhoe, Standard Gauge Locomotive, Subgrader, Trenching Machine, Twin Engine Scraper, Scraper (25 yds and Up), Tunnel Mucking Machine, Welder, Compactor with Attachments, Bulldozers(D-9 or Equivalent & Above), Milling Machine (Over 30,000 lbs.) and all Rental Equipment (except cranes) regardless of type or size when the contractor rents the equipment to a customer and the contractor's employees operates the equipment for the customer.

<u>Effective</u>	<u>Hourly Rate</u>
April 1, 2002	\$18.75
April 1, 2003	\$19.55
April 1, 2004	\$20.55

GROUP II

Fuel Truck/Grease Truck, Milling Machine, Power Roller, Mini Excavators, Skid Steer, Scraper, Asphalt Spreader, Guardrail Post Pounder, Concrete Mixer (with slip), Concrete Spreader, Curb and Gutter Machine, Ditch-Witch Type Trencher, Narrow Gauge Locomotive, Stone Crusher, Stone Spreader, Trucks (On & Off Road), Tractor with Attachments, Snooper Truck, Bull Float, Power Sweepers, Front End Loader (Under 1^{3/4} yds), John Deere & Case Type Backhoe (Front End Bucket Under 1^{1/4} yds), Bulldozers (D-8 or Equivalent & Below) and Articulating Trucks.

<u>Effective</u>	<u>Hourly Rate</u>
April 1, 2002	\$17.85
April 1, 2003	\$18.65
April 1, 2004	\$19.65

GROUP III

Compressors, Conveyors, Firemen, Grout Pump, Hi-lift, Fork Lifts, Light Plants, Mighty Midget with Compressor, Space Heaters, Welding Machines, Well-Drill, Wellpoint System, and all Oilers.

<u>Effective</u>	<u>Hourly Rate</u>
April 1, 2002	\$15.79
April 1, 2003	\$16.59
April 1, 2004	\$17.59

Employer Contributions

*Effective April 1, 2002 the benefits increases will be \$.50 in Health & Welfare, \$.20 in Pension and \$.05 in Apprentice Training.

** Effective April 1, 2003 the benefits increases will be \$.25 in Pension and \$.05 in Apprentice Training and Health & Welfare to be determined.

*** Effective April 1, 2004 the benefits increases will be \$.05 in Apprentice Training and Health & Welfare to be determined.

Rates

	<u>April 1, 2002</u>	<u>April 1, 2003</u>	<u>April 1, 2004</u>
Health & Welfare	\$ 3.95 per hour	Open	Open
Pension	\$ 1.75 per hour	\$2.00 per hour	\$2.00 per hour
Training	\$.30 per hour	\$.35 per hour	\$.40 per hour
Annuity	\$ 1.00 per hour	\$1.00 per hour	\$1.00 per hour

Employee Deductions

	<u>April 1, 2002</u>	<u>April 1, 2003</u>	<u>April 1, 2004</u>
Union Dues	\$.40 per hour	\$.42 per hour	\$.44 per hour
Vacation	\$.40 per hour	\$.40 per hour	\$.40 per hour
Bldg. Trades	\$.04 per hour	\$.04 per hour	\$.04 per hour
Target	\$.55 per hour	\$.55 per hour	\$.55 per hour
MCTA	\$.02 per hour	\$.02 per hour	\$.02 per hour



Apprentice Rates

	<u>1 April 2002</u>	<u>1 April 2003</u>	<u>1 April 2004</u>
1st Period	\$12.84 per hour	\$13.36 per hour	\$14.01 per hour
2nd Period	\$14.81 per hour	\$15.41 per hour	\$16.16 per hour
3rd Period	\$15.80 per hour	\$16.44 per hour	\$17.24 per hour

Schedule

1st Period 0 - 1500 hours 65% of Group 1A Rate
2nd Period 1501 - 3000 hours 75% of Group 1A Rate
3rd Period 3001 - 4500 hours 80% Of Group 1A Rate

	<u>April 1, 2002</u>	<u>April 1, 2003</u>	<u>April 1, 2004</u>
Increases	\$1.50	\$1.10	\$1.05

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News

Construction

Maryland Operating Engineers Negotiate \$3.65 Total Hourly Raise for Highway Work

Approximately 1,500 operating engineers in Maryland will earn \$3.65 per hour more--a 14.6 percent raise over term--on highway work under a three-year agreement between the International Union of Operating Engineers Local 37 in Baltimore and the Maryland Heavy & Highway Association.

The agreement is retroactive to April 1, a union representative said.

Union members overwhelmingly voted to accept the proposed agreement at an April 8 ratification meeting, Local 37 business manager Ron DeJuliis said April 10. The agreement provides for an initial hourly increase of \$1.50 (6.4 percent increase), \$1.10 per hour (4.2 percent) more the second year, and \$1.05 per hour (4 percent) more the third year, he said.

Negotiations to replace the prior contract, which expired March 31, were extremely cooperative, DeJuliis said prior to the settlement.

"This is probably the largest first-year increase that we have ever negotiated," DeJuliis said. "I think it is an extremely fair settlement because of the unpredictability of the economy and the challenges facing the unionized sector of the industry," he said.

Moreover, the contractors were fair, DeJuliis said. "They know that to keep quality people they have to pay a fair wage," he said. "It's a good contractor group ... I admire all of them," he said. DeJuliis said he was also proud of Operating Engineers members because they have accepted small increases or no increases in the past during the economic tough times.

Association representatives could not be reached for comment.

New Highway Work Rates

DeJuliis said the agreement covers highway work in Maryland except for Allegany, Garret, Montgomery, Prince George's, and St. Mary's counties.


The initial \$1.50 per hour increase as of April 1 was allocated as 75 cents to wages, 50 cents to the health and welfare fund contribution, 20 cents to the pension fund contribution, and 5 cents to apprenticeship.

The 75 cents per hour wage increase brought the Group 1A rate for top operators to \$19.75 from \$19; the Group 1 rate for classifications such as loader, back hoe, and back filler operator to \$18.75 from \$18; and the rate for small equipment operator to \$17.75 from \$17.

The parties also agreed to elevate operators of gradalls and high reach excavators from Group 1 to the Group 1A category, DeJuliis said.

For employee benefit fund contributions, the additional 50 cents per hour to the health and welfare fund contribution brought that rate to \$3.95 per hour from \$3.45. The 20 cents added to the pension fund contribution brought that rate to \$1.75 from \$1.55, and 5 cents to apprenticeship brought that contribution to 30 cents from 25 cents per hour. An annuity fund contribution rate was carried over at \$1 per hour, DeJuliis said.

Operating Engineers Local 37 also settled for \$3.65 more per hour in successive annual increases of \$1.50, \$1.10, and \$1.05 with the Associated General Contractors' Maryland Chapter for a new agreement covering building work.

The initial \$1.50 per hour increase in the building agreement was also allocated as 75 cents to wages, 50 cents to the health and welfare benefit fund contribution, 20 cents to the pension fund contribution, and 5 cents to apprenticeship. The 75 cents wage increase brought the rate for Group 1A operator on building contracts to \$21.29 from \$20.54, for Group 1 to \$19.23 from \$18.48, and for small equipment operator to \$18.28 from \$17.53. Employee benefit contribution rates are the same as those under the highway agreement. 

By James Skovron

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