

K 8438
1,250 workers

31 ppn.

5/1/03 - 4/30/05
2003 - 2005

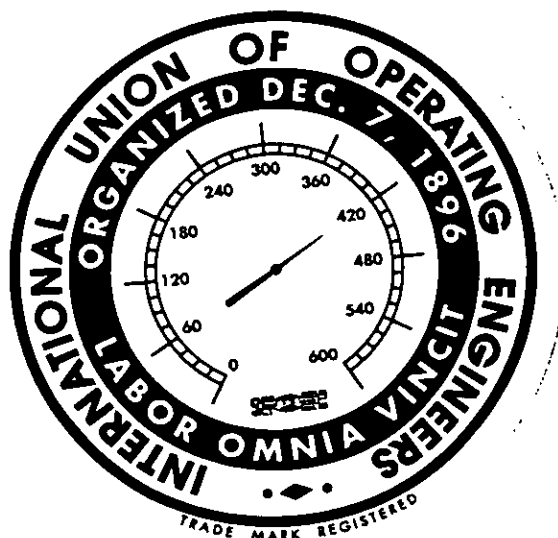
INDEPENDENT CONTRACTORS

CONTRACT AND

WORKING AGREEMENT

FOR

IUOE LOCAL 77



OFFICE:

4546 Britannia Way
Suitland, Maryland 20746

PHONE: (301)899-6900
FAX:(301)630-8129

Business Manager
ROBERT P. HORST

Business Representatives
THOMAS JOHNSON
THOMAS BALDWIN
THOMAS MCPARTLAN
LEWIS (BUD) HANBURY, JR.

Organizer
WALTER POWELL
JOSHUA VANDYKE

Training Coordinator
JACK KARPIAK

CONTRACT AND WORKING AGREEMENT

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 77**

Affiliated with the AFL-CIO

Article I - Parties to Agreement

This Agreement, made and entered into at Washington, DC by and between the Independent Contractors, party of the first part, and the International Union of Operating Engineers, Local No. 77, of Washington, DC, party of the second part.

This Union shall be known as the International Union of Operating Engineers, Local Nos. 77, 77A, 77B, 77RA, consisting of engineers, branch engineers, operators of all equipment coming under the craft jurisdiction of the International Union of Operating Engineers, mechanics, maintenance men, apprentices, oilers, and firemen, all of whom are hereinafter designated as engineers.

Local Nos. 77, 77A, 77B, 77C, 77D, and 77RA, International Union of Operating Engineers, affiliated with the AFL-CIO, shall be recognized as the exclusive bargaining representative of all employees coming under the jurisdiction of said Local.

Article II - Term of Agreement

This Agreement shall be in full force until April 30, 2005, and thereafter from year to year, provided that not less than 60 days prior to April 30, in any year either party may serve notice in writing on the other of its decision to revise this Agreement as of April 30th of such year. If such notice is given, negotiations for revision of this Agreement shall begin 60 days prior to the date of expiration.

Article III - Territorial Jurisdiction

The rates of wages, terms and conditions of employment of Local Nos. 77, 77A, 77B, and 77RA set forth in this Agreement shall cover all the work coming under the mechanical jurisdiction of Local Nos. 77, 77A, 77B, and 77RA in the metropolitan area of the District of Columbia, including four counties of Maryland; namely, Charles, St. Mary's, Prince George's and Montgomery, and seven counties in Virginia; namely, Fairfax, Prince William, Stafford, King George, Loudoun, Fauquier, Arlington, and the city of Alexandria.

Article IV - Trade Jurisdiction

Section 1. The mechanical jurisdiction of Local 77 is as follows: Hoisting and portable engineers' craft jurisdiction—all persons engaged in supervising, controlling, erecting, dismantling or the repairing of all hoisting and portable machines, all refrigerating machines or units and engines used on open and heavy construction work; all hoisting and portable machines and engines used in or upon wrecking, digging, boring buildings and erecting foundations, buildings, tunnels and 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, and repair of all docks, wharves, piers, shipyards, and seawall, 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, siphons, pulsometers, generators, concrete mixers (irrespective of capacity), concrete pumps of all sizes and capacities, stone crushers, air compressors, all watertest and blast-hole drilling machines; all sandblasting and other machines and boilers used in the cleaning 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 automobile hoists; house and elevator (permanent and temporary) used for hoisting building materials 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, all pull shovels; mucking machines, used in connection with any machine or with derrick or boom hoist 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 engines and machines (irrespective of motive power) used on building and construction work or in the loading, unloading or storage of commodities at or in terminals.

Section 2. Operating engineers shall be employed in the assembly, installation and operation of all well-point pumping systems.

Section 3. It is agreed that the maintenance of power buggies, scoopmobiles, prime movers, etc. is the work of the Operating Engineers.

Section 4. Engineers shall be employed in the setting up, installing, operating, maintaining and dismantling of all portable power machinery and boilers coming under the Union's jurisdiction.

Article V - Manning Provisions

Section 1. STEAM TIME. On jobs where steampower equipment is used and an engineer or apprentice engineer is required to raise steam, he shall receive one hour's additional pay at the applicable overtime rate.

Section 2. MIXERS. When a mixer is equipped with a loading device, an engineer shall be employed on same. An engineer shall be allowed to operate two mixers not equipped with a loading device.

Section 3. CONVEYORS. When power driven conveyors are utilized, an apprentice operating engineer at the 4th year apprentice rate of pay shall be employed to operate one conveyor; when two or more conveyors are utilized on a job, an engineer shall be employed at the hoisting engineers rate of pay. (However, when there are four (4) or more conveyors, or any conveyors in multiple series, which are twelve (12) inches or less in width and twenty (20) feet or less in length used to move backfill excavation or rubble, the services of an engineer shall be required.)

Section 4. APPRENTICES ON HYDRAULIC BACKHOES. Hydraulic backhoes of two (2) yards (heavy duty bucket) manufacturers rated capacity and less shall not require the services of an apprentice (oiler). However, it is understood that the operating engineer on such machines shall be paid a minimum of one (1) hour at the regular rate of pay, oiling time, on a weekly straight time basis. Operators of hydraulic backhoes of one-half (1/2) yard M.R.C. and less shall not receive the one (1) hour per day oiling time. No truck mounted backhoe shall be moved unless it is moved by an operating engineer or apprentice engineer, which includes from yard to job and vice versa.

Section 5. GRADALLS. Gradalls up to and including the 880 that are equipped with remote controls for traveling will not require the services of an apprentice (oiler). However, it is understood that operators operating the 880 Gradall shall be paid a minimum of one (1) hour at the regular rate per day, oiling time, on a weekly straight time basis. No truck mounted Gradall shall be moved by an operating engineer or apprentice engineer which includes from yard to job and vice versa.

Section 6. FLOATING EQUIPMENT. When any floating equipment is moved within this jurisdiction or from this jurisdiction to another jurisdiction, a crew must be aboard

the rig for the duration of the tow from port to port. Overtime shall be paid in accordance with the overtime requirements of this Agreement.

Section 7. BOOM TRUCKS. When a tractor, truck or other machine, regardless of power, is used for hoisting or lowering building material, an engineer shall be employed on same. This clause shall not apply to A-Frames, gin poles, winch trucks, form and other dual purpose trucks where such dual purpose truck is used to transport loads on the load bearing surface and the hoisting equipment is used only for loading and unloading the load on and off the truck. Under such conditions, the operation of the truck does not come within the jurisdiction of the Operating Engineers.

Section 8. CRANES OF 60 TON M.R.C AND LESS. It is expressly understood that no oiler will be required on hydraulic cranes of sixty (60) ton capacity or less and that the boom length shall not be restricted to less than sold and permitted by the manufacturer. This also applies to the hydraulic backhoe of two (2) yards or less manufacturers' rated capacity.

Section 9. SERVICE UNITS MANNING PROVISIONS. The manning of certain equipment hereinafter referred to as "service equipment" shall be in accordance with the following provisions:

EQUIPMENT INCLUDED:

The following listed equipment shall be classified as "service unit equipment":

1. Air Compressors
2. Welding Machines
3. Pumps
4. Space Heaters
5. Generators

SPECIFIC MANNING:

1. AIR COMPRESSORS

(A) When the CFM totals 500 or there are three (3) machines on a job, excluding compressors up to and including 105 CFM, they shall require the services of an engineer. If the number of machines exceeds three (3) and up to and including five (5) then said engineers shall receive an additional sixty-two cents (.62) per hour additional and straight time conditions.

(B) When there is a total of six (6) compressors, but not to exceed eight (8), an additional engineer shall be required and receive sixty-two cents (.62) per hour additional and straight time conditions.

(C) When there is a total of five (5) 105 compressors being utilized by any one (1) employer on a job, the services of an operating engineer shall be required and said engineer shall receive straight time at the compressor rate.

(D) On compressor houses, manifold compressors where there are four (4) or more compressors on one or more shifts, they shall require the services of an engineer on each shift at sixty-two cents (.62) per additional and straight time conditions.

(E) Whenever an employer utilizes a Hoe-ram, the compressor used to supply air for said Hoe-ram will not require the services of an operating engineer so long as the CFM does not exceed 500 and air from said compressor is not utilized for any other purpose. The engineer operating the Hoe-ram shall be allowed time to service the compressor during his shift of work.

2. WELDING MACHINES

(A) When the total amperage exceeds five hundred (500) or there is a total of three (3) welding machines on a job, they shall require the services of an engineer.

(B) When the number of welding machines exceeds three (3) but not over seven (7) then said engineer shall receive sixty-two cents (.62) per hour additional and straight time conditions.

(C) Welding machines run by electricity will not require the services of an engineer.

3. PUMPS

(A) when there are three (3) engine driven or four (4) electrically driven pumps on a job the services of an engineer shall be required and said engineer shall service up to and including five (5) engine driven or six (6) electrically driven engines.

(B) When there are over five (5) engine driven or six (6) electrically driven pumps and up to and including eleven (11) engine driven or twelve (12) electrically driven pumps they shall require the services of two (2) engineers.

(C) Any one pump with a discharge of six (6) inches or more shall require the services of an engineer and said engineer shall service up to and including three (3) such pumps.

(D) Electric automatic portable pumps of two (2) inches or less shall not be counted under the manned service unit system.

(E) Pumps that do not exceed 2 inches in diameter or installed in a container not over three (3) feet shall be classified as such pumps and will not require the services of an engineer. Pumps installed in drilled holes or casings shall be manned as a Deepwell Dewatering System.

(F) Deep well pumps that are installed and used on a job in the manner as a well point system shall be manned as a well point system.

4. GENERATORS

(A) When there are over three (3) generators on a job, the services of an engineer shall be required and said engineer shall service up to and including six (6) generators.

(B) When there are over six (6) generators and up to and including twelve (12) they shall require the services of two (2) engineers.

(C) When there are over twelve (12) generators and up to and including eighteen (18) they shall require the services of three (3) engineers.

(D) Any one (1) generator of 25 KVA or over shall require the services of an engineer and said engineer shall service up to and including three (3) such machines.

(E) Multipurpose generators used to provide power for welding, air compressors and electric power supply shall employ an engineer to service the unit or any generator used to supply electricity for the operation of three (3) or more stingers for welding purposes.

(F) Generators used to furnish electricity for offices, portable power tools or shop lighting on a job shall not be included as units counted for the employment of an engineer.

5. SPACE HEATERS

(A) When there are three (3) space heaters on a job, the services of an engineer shall be required and said engineer shall service up to and including six (6) space heaters.

(B) When there are over six (6) space heaters and up to and including twelve (12) they shall require the services of two (2) engineers.

(C) When there are over twelve (12) space heaters and up to and including eighteen (18) they shall require the services of three (3) engineers.

(D) Any one (1) space heater of 500,000 BTU's or larger shall require the services of an engineer and said engineer shall service up to and including three (3) such space heaters.

(E) Space heaters used to supply heat for employees on the job shall not be counted as units that are manned.

(F) Propane and natural gas units shall not require the services of an engineer.

6. COMBINATION OF SERVICE UNITS

Individual employers who utilize a combination of service equipment machines on a specific project shall man these units as follows (equipment manned under the "Specific Manning" provisions shall not be counted in determining the number of engineers required under the "combination manning" provisions):

(A) When the combination of service units being utilized by any one (1) employer on a job totals five (5) machines which includes all compressors, welding machines, generators, space heaters and gas and/or diesel driven water pumps of any size shall require the services of an engineer and said engineer shall receive straight time.

(B) When the combination of service units exceeds five (5) and up to and including seven (7) units then said engineer shall receive an additional sixty-two cents (.62) per hour and straight time conditions.

(C) When the combination of service units exceeds seven (7) units and up to and including eleven (11) then the services of an additional engineer shall be required at an additional sixty-two cents (.62) per hour at straight time conditions.

7. SERVICE UNITS NOT MANNED

(A) Whenever there are service units on a job that do not require the services of an engineer, these units will be serviced by oilers, mechanic helpers or apprentices, whichever is available.

8. MAINTENANCE AND/OR MECHANICAL REPAIR ON SERVICE UNITS

(A) Any repair, maintenance or mechanical work required on a service unit shall be performed by an employee working under the terms and conditions of the collective bargaining agreement of Local 77, International Union of Operating Engineers.

9. ELEVATORS

It is understood that elevators will be manned as follows:

Fully automatic elevators, fully operative but not accepted by the owner-operator required at lowest engineer's rate on wage schedule.

Fully automatic elevators, fully accepted by the owner—no operators required but if elevator is manned it will be manned by Local 77 representatives at lowest engineer rate on wage schedule.

If there are local legal requirements for manning any of the above, then they will be manned by an operator at the lowest engineer's rate on the wage schedule.

10. PILE DRIVING AND CAISSON WORK

On all cranes requiring an apprentice (oiler), that are using attachments to drill holes for caissons, soldier pile, etc. such as, but not limited to, the Caldwell type drill, this apprentice (oiler) shall receive the Fireman's rate of compensation per hour until such time that the attachment is removed from the crane.

When a service crane is used to perform caisson type work, the second engineer on the crane shall be allowed to operate the air compressor and one tigger hoist and shall be compensated at the low crane rate.

Whenever any type of diesel hammers are used on a crane requiring an apprentice (oiler) in conjunction with pile driving, the apprentice (oiler) shall receive the compressor rate of pay, however, when the power unit such as, but not limited to, steam air compressors, hydraulic units, power packs, etc., are used, the second engineer on that crane shall receive the low crane hourly rate.

Article VI - Disputes Provisions

Section 1. In the event that any question or dispute arises under this agreement (except for the five categories of disputes listed below) which cannot be resolved directly between the Union and the Employer or Employers involved, it shall be resolved in accordance with the following procedures:

(A) The nature of the dispute or question and the specific article, section and/or paragraph shall be referred to in a written dispute notification.

(B) Within ten (10) working days from the date when the question or dispute arose, an equal number of representatives of the Union and the Independent Contractors shall meet, hear all arguments, and render a decision on the issue.

(C) In the event that the question or dispute cannot be resolved at Step 1 of this procedure, it shall be promptly submitted by both the Union and the Contractor to an arbitrator chosen in accordance with the procedures set forth below, who shall conduct a hearing and receive testimony and exhibits within ten (10) working days after receiving notice of the existence of the dispute and his appointment to arbitrate such dispute, and shall render a decision within ten (10) working days after said hearing. The time limitations specified herein may be extended by mutual agreement of the parties.

(D) Any arbitration award rendered under this clause shall be final and binding on all parties signatory to this Agreement.

(E) A permanent arbitrator or a panel of permanent arbitrators from whom a single arbitrator shall be chosen for each arbitration shall be jointly selected once each year prior to May 15th of each year the contract is in effect. The selection of such arbitrator shall be jointly by the Union and the Contractor and he shall serve for a period of not more than one year unless otherwise mutually agreed upon by the Union and the Contractor.

(F) The fees for such arbitrator shall be borne equally by the Contractor and the Union.

(G) Should any party fail to appear or otherwise fail to comply with the requirements of Sections (A), (B), (C), and (E) of this article, then judgement by default shall be granted to the opposing party by the permanent arbitrator, and such judgement shall be final and binding. The party against whom judgement is entered shall bear the costs of arbitration and the attorney's fees, if any, of the prevailing party.

(H) This grievance-arbitration procedure specified in this article of this agreement shall not apply to the following categories of disputes:

1. Disputes under Sections 4 and 6 of Article IX of this Agreement.
2. Jurisdictional disputes which are resolved in accordance with Section 2 of Article VI of this agreement.
3. Disputes over the failure to make fringe benefit payments in a timely manner, which are handled pursuant to Article XX, Section 4, subsections (C) and (D) of this agreement.

4. Disputes over failure to make wage payments on the date when due (but not disputes with respect to the appropriate rate of pay accorded to individuals which are arbitrable). With respect to disputes involving the failure to make wage payments when due, the Union may strike or take other concerted action against the employer involved, or seek any appropriate legal or equitable action.

5. Disputes over failure of either party to submit to the arbitration process when required under this agreement or to comply with an arbitration award rendered under this agreement. If the Union is aggrieved by such dispute it may strike or take other concerted action against the employer involved. If either party is aggrieved by such dispute, such aggrieved party may seek appropriate legal or equitable action.

Section 2. The parties hereto agree that in the event of a jurisdictional dispute with any other union or unions, the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accord with the plan adopted by the Building Trades Department of the AFL-CIO. The parties here further agree that they will be bound by any decision or award of the Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute.

Section 3. In the event of a written complaint of discrimination in hiring, such complaint shall be taken up by a panel consisting of two members selected by the Employer and two members selected by the Union. If the majority does not agree on the disposition of the complaint, they shall select a fifth member, whose expenses shall be borne equally by the Employer and the Union from a list supplied by the Federal Mediation and Conciliation Service. A decision of a majority of the panel will be final and binding on all parties.

Section 4. Should the Union claim a violation of Article IX, Section 4 or 6, it may submit the matter to arbitration, provided however, that arbitration as it relates to subcontractors under Article IX, Section 4, shall be applicable only to subcontractors on the job site. There shall be a permanent arbitrator who shall be jointly selected and shall serve for one year subject to renewal by mutual consent. The permanent arbitrator shall only have jurisdiction to determine whether or not the Employer violated Article IX, Section 4 or 6. The permanent arbitrator shall conduct a hearing and receive testimony within three working days after a complaint by the Union and shall render a decision within two working days after said hearing. Should the Employer fail to appear after due notice of time and place of the hearing, the permanent arbitrator shall proceed ex parte. Should the permanent arbitrator find a breach of Article IX, Section 4 or 6, he shall have the authority within his discretion to impose any remedy he deems appropriate under the circumstances, including but not limited to a monetary award representing the difference between wages and fringes payable under this Agreement. Any such monetary award shall

be paid to the United Givers Fund of the affected individuals. Upon finding a breach of Article IX, Section 4 or 6, the permanent arbitrator must direct the Employer immediately to cease and desist from continuing the violation. The decision of the permanent arbitrator shall be final, conclusive, and binding. The fees and expenses of the permanent arbitrator shall, in each case, be borne by the loser as evidenced by the decision of the permanent arbitrator.

Section 5. The provisions of Section 1 and 4 of Article VI of the Agreement shall not be applicable to situations in which an employer rents manned equipment, sublets or subcontracts work to an employer which does not provide at least the wages, benefits, hours and other conditions of employment provided by this Agreement. In such situations, the Union may strike or take other concerted action.

Article VII - Hiring Hall

In the employment of engineers covered by this Agreement, the following provisions shall govern:

Section 1. The Union shall establish and maintain an open employment list for the employment of journey workpersons. Such list shall be established and maintained on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, policies or requirements. The main purpose of the referral system established by this Article is to aid Employers seeking competent, qualified workpersons and to aid such workpersons in finding employment; and, it shall be the duty of the Union to use all reasonable efforts to furnish such services.

Section 2. Whenever desiring to employ workpersons, the Employer shall call the Union or its agent for any such workperson as to the Employer may from time to time need, and the Union or its agent shall refer such workperson from the open employment list on the basis of seniority.

In situations where particular expertise is required to operate equipment, the Union may dispatch to an Employer, engineers regardless of their place on the referral rolls.

Section 3. Employers may hire directly, without the use of the referral facilities, any employees who have been employed by them at any time during the 90 days previous to such hire. In this event, the Employer shall notify the Union within 24 hours (excluding Saturdays, Sundays, and holidays) of the names and dates of such hiring.

Section 4. In the event that the referral facilities are unable to fill the requisition of an Employer within 24 hours of the nearest dispatch period (excluding Saturdays, Sundays, and holidays) or that the Union informs the Employer immediately that their is no

reasonable prospect of furnishing such employees within the 24 hour period (it is understood that the Union has a duty to inform the Employer immediately, or as soon as possible, if there is no reasonable prospect of filling the requisition within the stated period), the Employer may hire directly without the use of referral facilities, provided, however, that the Employer shall notify the Union within 24 hours (excluding Saturdays, Sundays, and holidays) of the names and dates of such hiring.

Section 5. In an emergency, the Employer shall have the right to hire competent, qualified employees from any source provided, however, that notice is given to the Union within 24 hours (excluding Saturdays, Sundays, and holidays) of the names, dates, and circumstances of such hiring.

Upon cessation of the emergency, the Employer shall request the Union to provide referrals to man all equipment required to be utilized at that time.

Section 6. In particular situations, the Employer and the Union may agree, in advance, to permit any amount of direct hire, without the use of the referral system, provided that the Employer notifies the Union within 24 hours (excluding Saturdays, Sundays, and holidays) of the names and dates of such hiring.

Section 7. When an Employer requests a particular individual, whom he knows through past experience, the hiring hall system shall make every effort to supply such man, and the Union may honor such request without regard to the requested man's place on the referral list.

Section 8. It shall be the duty of the Employer to use every care to place their orders for workmen as far in advance as it is possible, and wherever practical, to avoid last minute rush requisitions.

Section 9. If the same or similar provisions of this Article in another contract are held illegal by the National Labor Relations Board or any court of record, the corresponding provisions of this Article shall immediately become inoperative, provided, however, that the remaining parts of this Agreement shall remain in full force. In the event that any part of this Agreement becomes inoperative because of the above occurrence, the parties shall meet and negotiate new provisions.

Article VIII- Rejection and Termination

Section 1. The Employer shall retain the right to reject any workperson referred by the Union.

Section 2. When an Employer discharges an engineer for cause, (such as but not limited to illegal drugs, drunkenness, insubordination, dishonesty, inability to operate equipment or unsafe and dangerous conduct), the Employer shall within a seven (7) day period provide the Union with the appropriate termination slip which is normally provided the employee and the unemployment office. This shall constitute grounds for removal by the Union of the employee's name from the referral rolls.

Section 3. When a lay-off becomes necessary on tigger hoists on power house construction, the tigger hoist operators shall be laid off in accordance with seniority acquired with the respective Employers during the construction of the project in question.

Article IX- Union Security

Section 1. All employees covered by this Agreement shall, as a condition of employment, by the 30th day after the execution hereof or on the 30th day of employment during the term of this Agreement, become and remain members of the union, during the period of this Agreement.

Section 2. Employees working in the Commonwealth of Virginia are not affected by Section 1 of this article, unless and until the Virginia Anticlosed Shop Law is repealed or made inoperative by Federal Law.

Section 3. It is mutually agreed that should legislation be enacted making it legally possible to shorten the 30-day period mentioned in Section 1 of this article, such lesser period shall automatically be substituted for the 30-day period.

Section 4. On the job site of construction, alteration or repair of a building, structure or other work, the Employers shall not sublet, assign, or otherwise contract out any work which is covered by this Agreement to any person, firm, corporation, contractor, or employers who are not signatory to this Agreement. However, in certain instances a job agreement can be entered into.

Section 5. The Employer agrees that he will not require any of the employees covered by this Agreement to work on the project or site where a picket has been established by this or any other union affiliated with the Building and Construction Trades Council, Washington, DC.

Section 6. Any contractor who is a party to this Agreement who attempts to evade or circumvent the obligations of this Agreement by operating in the area covered thereby in construction work under the name of a different firm which does not abide by the terms of this Agreement, shall be in breach of this Agreement and shall cease to be a party

hereto, and the Agreement shall be construed as terminated at the option of the Union after 48 hours written notice to that effect by the Union to the contractor.

Article X - Special Job Agreements

Section 1. The parties to this Agreement agree that terms and conditions for specific projects may be amended by mutual agreement. In all such cases, the specific project amendments will be made exclusively by negotiations between the Union and the Contractor who are signatory to this Agreement. The negotiations must be concluded within a reasonable period of time prior to the project bidding date. The amendments are to apply to all contractors.

Section 2. A joint committee of labor and management will meet on call, preferably once a month to implement the provisions of Article X and to attempt to find a solution to industry problems.

Article XI - Hours of Work, Overtime, and Holidays

Section 1. The hours of work for all engineers, mechanics and apprentices on a project shall be the same and shall be eight (8) hours between the hours of 7:00 a.m. and 4:00 p.m. MONDAY THROUGH FRIDAY. There shall be one-half (1/2) hour lunch period from 11:30 a.m. to 1:00 p.m. When operators are changing job sites, the hours of work for the first day of work become the job working hours, provided the crew has been notified before 5:00 p.m. the previous day of the new starting time prior to reporting for work.

Section 1 (b). Hours of pay will be broken down into fifteen (15) minute intervals. If required to work during lunch, the operator will receive $\frac{1}{2}$ hour overtime.

Section 2. Overtime shall consist of time worked before and after the regular working hours, during the lunch period, and after the completion of the last shift on Friday, to regular starting time Monday, including all specified holidays.

All overtime shall be paid at the rate of time and one-half except work performed on Sundays and holidays, which shall be paid at the rate of double time. If any employee of another craft on the same payroll is paid double time by the Employer for overtime, then the engineers or apprentices will be paid double time also.

Section 3. Engineers and apprentices employed on temporary heat, on a shift basis (including space heaters), shall be paid at the rate of straight time, except legal holidays, which shall be at the double-time rate.

Section 4. Eight hours shall constitute a day's work and 40 hours shall constitute a week's work.

Section 5. When an engineer is employed with a craft working less than 8 hours a day, he must be employed for a full 8 hours' pay.

Section 6. When engineers (including apprentices) are required to work overtime, the men employed on the machine or engine shall work the overtime hours.

Section 7. Multiple shifts may be worked. No shift shall be worked less than five (5) consecutive days. These engineers shall be paid on a weekly straight time basis.

In instances where the contractor does not have control over the starting time of the operations, the starting time of a shift and the idle time between shifts may be adjusted upon consultation with the Local Union and by submitting to the Union a copy of a letter or a copy of the specifications, from the contracting agency, municipality, city street department, or state highway department:

The idle time between shifts shall be not more than two and one-half ($2\frac{1}{2}$) hours.

Where multiple shifts are used on a job, the following conditions shall prevail:

1. On two-shift operations the first shift shall work eight (8) hours exclusive of a half ($1/2$) hour lunch period and receive eight (8) hours pay. The second shift shall work seven and one-half ($7\frac{1}{2}$) hours, exclusive of a half ($1/2$) hour lunch period and shall receive eight (8) hours pay.

2. On three-shift operations, the first shift and second shift shall be as stated above. The third shift shall work seven (7) hours exclusive of a half ($1/2$) hour lunch period and shall receive eight (8) hours pay.

On continuous pumping operations (2 or 3 shifts) the pump operator shall work seven and one-half ($7\frac{1}{2}$) hours per shift and receive eight (8) hours pay.

If the relief engineer does not report on time, the engineer on duty shall continue to work until relieved and shall be paid at the regular rate of pay.

On multiple shift operations, when a shift continues into the following day to complete regular hours of work, it shall be completed at the same wage rate in effect at the start of the shift.

When the engineers work with pile driver men on shift work of two (2) or more shifts, the hours shall be eight (8) hours for the day shift and seven (7) hours for the other two shifts.

Section 8. If engineers or apprentices who are employed on shift work or on a straight time day shift during the week are required to work weekends, they shall report for work at the time designated by the Employer, but this starting time shall fall between 6:30 a.m. and 7:30 a.m.

The employee is to be notified the previous day of the weekend starting time.

Section 9. On tunnel work the question of alternating shifts shall be determined at a pre-job conference between the Union and management.

Section 10. Paid holidays on equipment specified in Article XII are to be observed on the same day as designated by the Federal Government. Holidays for which all engineers (including apprentices) receive double time are Christmas Day, New Year's Day, Martin Luther King's Birthday, Inaugural Day, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving which will be a paid holiday in lieu of Washington's Birthday. If any one of the above holidays falls on Sunday, the Monday following will be observed as a holiday.

Section 11. When an engineer or apprentice is told to report to work on a holiday and does report and actually starts to work, he shall be paid a double time day.

Section 11(b). An engineer or apprentice who works on Christmas Day or Thanksgiving Day shall receive triple time.

Article XII - Straight Time

Section 1. Derricks, pile drivers, double drum hoists, pumpcrete machines, skeleton boilers, batch plants, cableways, dredges, and/or other floating equipment, power shovels, backhoes, cranes, boomcats, locomotives, front-end loaders, trenching machines, or other excavating machines and mechanics will be paid at 40-hour weekly straight time rate, Monday through Friday, inclusive, including any week during which is a holiday (as defined above) may occur; on which no work is performed. It is understood that engineers (including apprentices) reporting for work on Saturdays or Sundays shall receive two hours pay reporting time at the overtime rate. Upon going to work, they shall receive a full day's pay. During the months of January through March of each year, all engineers employed on this equipment shall receive no less than three full days pay in each work week. Engineers employed on the above equipment during these periods of time for the remaining two days of the week shall receive two hours pay reporting time. Engineers must report for work to

receive the two hours pay reporting time unless expressly told not to report. If told not to report, the two hours pay reporting time shall still be paid. Upon going to work they shall receive a full day's pay. The holiday provision above will remain in effect during these periods.

Section 2. Operators of multiple concrete conveyors above 12 inch belt width shall be paid on a weekly straight time basis at the hoist rate. Operators of 12 inch belt width or less multiple concrete conveyors shall be on a 3-day guarantee per calendar week at the hoist rate.

An apprentice engineer shall be employed at a straight time basis on said conveyors above the 12 inch belt width where more than five sections are utilized.

Section 3. Engineers and apprentices on straight time equipment mentioned in Section 1 shall not be laid off for less than a period of three consecutive working days plus any holidays which may intervene between the time of lay-off and the time of re-employment during the months of January through March of each year.

Section 4. The manning of tugger hoists shall be as follows: Where one contractor on a job is utilizing two (2) tugger hoists, the services of one (1) engineer shall be required at straight time conditions. Where there are three (3) or more tugger hoists being utilized by one employer on a job, then all engineers shall receive the straight time conditions of employment.

Section 5. Apprentices entering the program after December 31, 1978 shall receive no less than three full days' pay in each work week. They shall not be laid off for less than a period of three consecutive working days plus any holiday which may intervene between the time of lay-off and the time of re-employment. It is understood that when these apprentices have been notified the previous day not to report for work and their assigned machine does work, they will be paid for the hours that machine worked. If the assigned machine is down for repairs on a given day, then the apprentice will be paid for the period during the working day the machine is being repaired if he has been notified the previous day not to report to work.

Article XIII - Broken - Time Equipment

Section 1. Engineers employed for work other than specified in Article XII, Section 1, shall receive two hours' pay reporting time. Upon going to work they shall receive a full days' pay.

Section 2. When engineers, other than specified in Article XII, Section 1, report for work at the specified starting time and do not go to work, then they shall be paid from the

time they report to the regularly scheduled starting time plus the two (2) hour reporting time as provided in the contract.

Section 3. All engineers employed on power-driven wheel scoops, scrapers, blade graders, bulldozers, motor graders, rollers, forklifts and tractors shall receive no less than three full day's pay in each work week.

Section 4(A). An engineer shall not make more than two changes of machines in one day, it being understood that this means a change from machine A to B and back to A on a spare machine on a project or employer's yard; he shall be paid the rate all day at the highest classification. Two or more operators are not to be used to keep an unmanned machine running. On a job where the Employer has a spare machine, in the event of a breakdown, the operator and/or oiler may be transferred to operate the spare machine without regard to the limitations set out above. When an employee is used to load and unload a machine, it will not constitute a change as outlined above. This section also applies to engineers covered by Article XII. In no event shall any employee who has reported and performed work on a given day lose time on that day by reason of the operation of this section.

Section 4(B). Any employee covered by this Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate. In case of a lay-off, a machine must be left idle five (5) working days before another employee can be assigned to such machine, or that machine can be considered a spare machine. This does not apply to equipment mentioned in Article XIII.

Section 4(C). During the months of January through March of each year, any employee covered by this Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate. In case of a lay-off, a machine must be left idle three (3) working days before another employee can be assigned to such machine or that machine can be considered a spare machine. The job protections provided in other provisions of this Agreement shall apply and no employee shall lose such protections by reason of this section.

Article XIV - Travel Expense

Section 1. The Employer shall pay engineers and/or apprentices the reasonable cost of transportation to return to their cars if there has been a move during the day; however, if the Employer supplies transportation, this clause shall not be applicable.

Article XV - Apprentice Engineers

Section 1. The jurisdiction of Local 77-A, 77-RA, I.U.O.E. consists of apprentice engineers working under the direction of engineers. Apprentices shall be employed as firemen and oilers on all power shovels, cranes, pile drivers, derricks (when one derrick is utilized) and pavers, unless specifically specified elsewhere, and the provisions of Article XII shall apply to them unless otherwise specified.

Section 2. All assistants employed in connection with any locomotive and railroad operation shall be classed as oilers.

Section 3. No engineer shall operate any machine requiring apprentice engineers unless aforesaid apprentice engineers are on the machine.

Article XVI - Master Mechanics and Equipment Maintenance

Section 1. Where seven (7) or more major pieces of equipment, requiring an operator, are working on a job, a master mechanic, referred and represented by Local Union No. 77, I.U.O.E. shall be required. Master mechanics shall receive all of the benefits, including overtime pay, under the contract as provided for all other engineers.

Section 2. Only employees represented by the Union shall be employed as master mechanics and shall not be employed as operators of machines nor shall operators of machines be considered as master mechanics.

Section 3. Engineers shall do running repair work on machines they operate and shall be required to have had tools to do such repairs. Any repair or maintenance work beyond running repairs shall be performed by a person represented by Local No. 77, I.U.O.E. on the Employer's payroll. If the operator is required for safety, to furnish assistance or to assure his satisfaction with the repairs to be performed on the equipment, he shall remain on the job. If the special skills of an outside service contractor are required, the operator shall be present to assist in the work. However, this shall not apply to operators of tractor-type equipment. The affected operator shall not be laid off while repair work is being performed, but may be assigned to comparable work coming under the jurisdiction of Local No. 77, I.U.O.E. Repair work done on overtime shall be paid at overtime rate.

Where equipment on warranty is repaired on overtime by warrantor's mechanics, the crew shall not be required to work. It is understood that the crew shall not be laid off, however, if the repair work by warrantor's mechanics is not complete by the start of the crew's next shift, the crew may be assigned to comparable work coming under the jurisdiction of Local No. 77, I.U.O.E.

If warrantor mechanics repair and/or complete the repairs in the absence of the crew that is assigned to the machine, then said crew shall not be held responsible for any mechanical failure of the equipment in conjunction with the repairs made by the warrantor's mechanics.

Article XVII - Stewards and Business Representatives

Section 1. The Business Representatives and Steward shall be allowed to inspect the wage envelopes of all engineers, enforce all provisions of this Agreement; and further, the Stewards shall not be discharged or discriminated against for enforcement of these rules. The Business Representatives shall have access to all jobs.

Article XVIII - Safety Provisions

Section 1. All Articles and Sections of Agreement contained herein are subject to any and all provisions contained in the approved safety regulations of the appropriate regulatory agency.

Section 2. Contractors shall erect a proper shelter to protect engineers from the elements and danger of falling materials; roof of said shelter to be of sound planking not less than two inches in thickness. When the engine is set in working position, shelter shall be built at once.

Section 3. Engineers absent from their machines must not allow any person, other than a qualified engineer, to operate or in any way meddle with their machines.

Section 4. It shall be the strict duty of each engineer not to leave any job without a competent replacement, unless an engineer is participating in a strike sanctioned by the Union.

Section 5. No engineer shall operate, or cause to be operated, any boiler or unfired pressure vessel which has been installed or erected, or any boiler or unfired pressure vessel which has been re-installed or re-erected until it has been inspected by the appropriate regulatory agency, and a certificate of inspection has been issued and displayed in a conspicuous place. All operating engineers, represented by the Union, are required to qualify for and have in their possession a District of Columbia license.

Section 6. Any engineer (including apprentices) who is discharged for enforcing regulations in Section 5 or is discharged for refusing to operate or cause to be operated any machine or equipment that is determined to be unsafe shall not be replaced until said engineer has been paid full time for all time lost on account of said discharge.

Section 7. The Employer and the Union recognizes that the ability of the employee to safely perform his assigned work is greatly impaired when he is required to work excessively long hours without relief. For this reason, employees should not work more than sixteen (16) continuous hours without at least eight (8) hours off before resuming work, if the work can be so scheduled.

Article XIX - Miscellaneous

Section 1. Engineers operating stationary gas, electric or skeleton engines shall be properly protected from falling materials and inclement weather. Engineers operating mobile equipment during adverse weather shall be afforded protection suitable to maintain the health and safety of the employee.

Section 2. When seven or more engineers or apprentices are employed on a project, the contractor shall make available a change house for the use of the craft.

Section 3. A cab shall be provided on hydrocranes and similar equipment to protect the engineer from the elements.

Section 4. On a job where two or more engineers are employed and one engineer is laid off, no other engineer shall operate said engineer's engine unless the engineer laid off shall be paid for the time his engine is running during that day.

Section 5. Ice water shall be available on the jobs for drinking purposes from May 1st to October 1st.

Section 6. Mechanics' tools in contractor's shop or on site of the project or being transported by the contractor, which may be lost or damaged through fire, theft or flood, shall be the responsibility of the contractor. The contractor shall recompense the owners upon proof of loss.

Section 7. Neither the Employer nor the Union shall sanction any employee performing work coming under the jurisdiction of I.U.O.E. Local No. 77 before or after his regular working hours other than his current employer.

Section 8. When specifically requested by the Union, the Employer will complete and remit to Local 77's office, U.S. Department of Labor Form No. WD-10, "Contractor's Report of Construction Wage Rates." If requested, the Union will state the purpose and need for information to the employer.

Section 9. In the event new equipment is introduced in the industry which has not been previously covered by classification in the contract, there will be a meeting between Local

77, I.U.O.E. and the contractor for the purpose of determining a rate and conditions for said piece of equipment.

Section 10. Should any engineer not be able to work on any project because of inclement weather or other conditions beyond the Employer's control, the Employer shall have the right to assign the engineer other work within the trade jurisdiction of the Operating Engineers, or in the Employer's yard, provided the Employer's yard is within a reasonable distance.

Section 11. The Employer shall be responsible for any safety, weight or permit violations only if the employee is acting at the direction of his Employers, in regards to moving any piece of machinery. In this case, the Employer will assume the legal cost involved in the defense of the employee and shall pay any fines or other assessments levied against the employee.

Article XX - Fringe Benefits and Health and Welfare Fund

Section 1. All Employers of operating engineers or apprentices subscribe to and are part of the Operating Engineers Trust Fund of Washington, D.C. and Vicinity and agree to abide by all the procedures and conditions as outlined in the Trust Fund Agreement and as they may be amended by the Board of Trustees. The purpose of this Fund is to provide some or all of the following benefits: Life Insurance, Accidental Death and Dismemberment Insurance, Weekly Sick Benefits, Hospitalization, Surgical Benefits, Medical Benefits, and such other benefits as may be determined by the Trustees. In the discretion of the Trustees, dependents may also be entitled to any or all of the above-listed benefits.

The Trustees of the Operating Engineers' Trust Fund shall consist of eight regular and two alternate trustees. Four regular and one alternate trustee shall be appointed by the Union. Four regular and one alternate trustee shall be appointed in accordance with the Trustee appointment procedure contained in the Trust Agreement establishing the fund by those employers and employer associations which maintain a collective bargaining agreement with the Union and which is (or whose members are) obligated to make fringe benefit contributions to the fund. The employing contractors signatory hereto agree to contribute into the Operating Engineers Trust Fund on a monthly basis in the manner and subject to the procedures outlined in the Trust Fund the amount of two dollars and seventy cents (\$2.70) May 1, 2002 per compensable hour of wages paid to each person working under the jurisdiction of the International Union of Operating Engineers, Local No. 77; two dollars ninety-five cents (\$2.95) May 1, 2003 per compensable hours of wages paid to each person working under the jurisdiction of IUOE Local 77; and three dollars and twenty cents (\$3.20) May 1, 2004 for all persons working under the jurisdiction of IUOE Local 77. Failure to make scheduled contributions shall be a breach of this Agreement.

All contractors from jurisdictions other than the jurisdiction of Local Union No. 77 shall be subject to the same contribution provisions of this Agreement when performing work in the geographic jurisdiction of Local Union No. 77, I.U.O.E.

Pension Fund

Section 2. The members of the Construction Contractors Council/AGC Labor Division, Inc. or its successor and any other employing contractors who are signatory to this Agreement agree to abide by all of terms and conditions of a Pension Trust Fund Agreement to be negotiated between the parties hereto. Such Pension Trust Fund Agreement shall comply with all applicable state and federal laws, and shall provide for the establishment of a pension fund known as Operating Engineers Pension Trust Fund. Said Pension Trust Fund Agreement shall further provide for the payment of one dollar fifty cents (\$1.50) May 1, 2002 per compensable hour of wages paid to each person working under the jurisdiction of the International Union of Operating Engineers Local No. 77.

Failure to make scheduled contributions shall be a breach of this Agreement.

The Trustees of the Operating Engineers' Pension Fund shall consist of eight regular and two alternate trustees. Four regular and one alternate trustee shall be appointed by the Union. Four regular and one alternate trustee shall be appointed in accordance with the Trustee appointment procedure contained in the Trust Agreement establishing the fund by those employers and employer associations which maintain a collective bargaining agreement with the Union and which is (or whose members are) obligated to make fringe benefit contributions to the fund.

Joint Apprenticeship Training and Skill Improvement Fund

Section 3. The members of the Construction Contractors Council/AGC Labor Division, Inc. or its successor and any other employing contractors who are signatory to this Agreement, agree to abide by all the terms and conditions of a Joint Apprenticeship and Skill Improvement Agreement which shall be negotiated between the parties hereto. Such Joint Apprenticeship and Skill Improvement Agreement shall comply with all applicable state and federal laws, and shall provide for a Joint Apprenticeship Fund to be called the Operating Engineers' Joint Apprenticeship and Skill Improvement Fund. Such Joint and Skill Improvement Agreement shall provide for the payment, by the Employer, on a monthly basis, forty-two cents (.42) May 1, 2002 per compensable hour of wages paid to each apprentice engineer and each journeyman engineer, working under the jurisdiction of the International Union of Operating Engineers, Local No. 77.

Failure to make scheduled contributions shall be a breach of this Agreement.

The Trustees of the Operating Engineers' Joint Apprenticeship Training and Skill Improvement Fund shall consist of eight regular and two alternate trustees. Four regular and one alternate trustee shall be appointed by the Union. Four regular and one alternate trustee shall be appointed in accordance with the Trust Agreement establishing the fund by those employers and employer associations which maintain a collective bargaining agreement with the Union and which is (or whose members are) obligated to make fringe benefit contributions to the fund.

Individual Account

As of May 1, 2000, each contractor signatory to the 2002-2003 Independent Contractors Contract and Working Agreement agree to abide by all terms and conditions of the Individual Account Trust Fund Agreement as they be amended from time to time. Such Individual Account Trust Fund Agreement shall comply with all applicable state and federal laws, and shall provide for the establishment of a pension fund known as the Operating Engineers Individual Account Trust Fund. The Employing Contractors signatory hereto agree to contribute to the Individual Account Trust Fund on a monthly basis in the manner and subject to the procedures as outlined in the Trust Agreement the sum of as of May 1, 2001, fifty cents (.50) per compensable hour of wages paid to each apprentice engineer and each journeyman working under the jurisdiction of the International Union of Operating Engineers, Local No. 77. In the event a person working under the jurisdiction of the International Union of Operating Engineers, Local No. 77 shall elect in accordance with procedures established by the Board of Trustees of the Individual Account Trust Fund to defer any portion of the person's compensable hours wages paid, the Employing Contractors signatory hereto agree to pay such deferred amount to the Individual Account Trust Fund on a monthly basis in the manner and subject to the procedures outlined in the Trust Agreement.

Fringe Benefit Collections and Participation

Section 4 (A) A guarantee payment bond shall be posted by each contractor to insure payment of fringe benefit contributions. The amount of the bond shall be determined by the Trustees of the respective fringe benefit funds.

Section 4 (B) The Union shall supply the Administrator of each Trust Fund by the 10th of each month a list of all employers within the geographical jurisdiction having a contract with either the Local Union of the International Union.

Section 4 (C) Contributions and reports due from Employers on eligible employees must be forwarded to the Administrator of each Fund within 30 days of the last day of the month. The names of Employers failing to comply shall be forwarded to the Union by the

Administrator within five days thereof. A copy of the notice to the Union by the Administrator to the delinquent Employers by either registered or certified mail by the Administrator. If the delinquent Employer does not comply within ten days after receiving such notice, the Union may withdraw all men from the Contractor.

Section 4 (D) The parties to this Agreement recognize that delinquency in making contributions as defined herein cause damages to the Trust Funds and to the Union which are uncertain in amount and not easily ascertainable. It is acknowledged that such damages include administration costs of collection of delinquent amounts, cost of Union personnel in pursuing collection of delinquent amounts, costs or potential costs of making claim on any applicable bond, the loss to the Funds of investment potential, and the potential threat to the Trust Funds of having to make payment benefits without having received concurrent contributions. Therefore, whether or not the Union shall have withdrawn its men from the contractor pursuant to the foregoing subsection, if the delinquent Employer has not made the required contributions and submitted the required reports within ten (10) days of receiving the notice provided for in the foregoing subsection, the Contractor shall be liable for both the amount of the delinquency and, in addition, for liquidated damages, and not a penalty, plus reasonable and actual attorneys' fees and interest in the amount of eight percent (8%) per annum. For the purposes of this subsection, the amount of liquidated damages for which the contractor mentioned funds shall be determined by the Trustees of the respective Funds, that is, the Health and Welfare fund, the Pension Fund, and/or the Joint Apprenticeship and Skill Improvement Fund.

Article XXI - Administrative Dues

In accordance with the terms of an individual and voluntary written authorization for checkoff of membership dues in form permitted by the provisions of Section 302(c) 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, fifty cents (.50) per compensable hour of wages paid May 1, 2000, as Administrative Dues.

All monies collected for Administrative Dues by the Employer shall be paid to the agent of Local 77, International Union of Operating Engineers, namely: Associated Administrators, Inc., 10626 York Road, Cockeysville, MD 21030. The Administrative Dues which are deducted shall be paid monthly by the 30th day of the month following the month in which they were deducted.

Article XXII - Payment of Wages

Section 1. Engineers shall be paid in United States currency or by check of the Todd System or equivalent bonded check system.

Section 2. If an engineer (including apprentice) is obliged to wait for wages due him when discharged, laid-off, or at any other time, he shall be paid for the time he is waiting at this regular hourly rate of pay.

Section 3. Engineers shall not be required to wait in line for their pay and shall not check in or out.

Section 4. The Employer shall make payroll deductions for State income taxes for Virginia, Maryland or District of Columbia, as designated by the employee and as provided for by law.

**Article XXIII - Fringe Benefit Contributions
Rates and Deductions**

Effective:	5/1/03	5/1/04
Health and Welfare	\$2.95	\$ 3.20
Pension	\$1.50	\$ 1.50
Apprenticeship	\$.42	\$.42
Annuity	\$.50	\$.50
Administrative Dues	\$.50	\$.50

Wage Classifications

Group One

35 ton cranes and above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L & Double L), mole.....

Group Two

Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels, batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 ½ yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines, boomcat, mucking machines, graders in tunnels, pile driving engines, mechanic, welder, and mechanic welder, heavy equipment

robotics operator/mechanic, master environmental maintenance mechanic, horizontal directional drill operator.....

Group Three

Front end loaders below 3 ½ cu. yds., boom trucks, hydraulic backhoes ½ yd. capacity or below rubber or track mounted, tug boats, power driven wheel scoops and scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge, tuggers).....

Group Four

High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze units, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman, ultra high pressure waterjet cutting tool system operator/mechanic, horizontal directional drill locator.....

Group Five

Forklifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, mechanic helpers, sweepers, assistant engineers, oilers, apprentice, steer skid , interior elevators.....

*Forklifts may be operated by apprentices provided said apprentice has forklift certification

*Highlifts ("Lull" type lifts) - operated at Group 5 rate (except if being used as a crane to set steel, pour concrete, set forms, etc. then at Group 4 rate.

Master Mechanic.....

Wage Rates:	5/1/03	5/1/04
Group One	\$24.04	\$24.74
Group Two	\$23.58	\$24.28
Group Three	\$22.87	\$23.57
Group Four	\$21.04	\$21.54
Group Five	\$16.50	\$17.00
Master Mechanic	\$25.41	\$26.11

Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

The following wage rates will apply apprentices shall be paid a graduated scale as outlined below.

APPRENTICE WAGE SCHEDULE

	5/1/03	5/1/04
0-2000 Hours	\$13.02	\$13.52
2001-4000 Hours	\$14.76	\$15.26
4001-6000 Hours	\$16.50	\$17.00

Acceptance and Signature Page

The undersigned agree to be bound by the terms of the agreement between the said Local 77 and the Independent Contractors and by all changes in the terms of said agreement that may be negotiated between said Local 77, or its successor, and the Construction Contractors Council-AGC Labor Division, Inc. and/or the Independent Contractors or its successor, (which changes shall automatically be incorporated herein by reference). Receipt of a copy of said agreement is hereby acknowledged. The Employer, by executing this Agreement, subscribes to and agrees to abide by the Agreements and Declarations of Trust of the Operating Engineers Health and Welfare Funds, Operating Engineers Pension Trust Fund, Joint Apprenticeship Fund and such other trust funds as may be established under the agreement between Local 77 and the Construction Contractors Council, ACG Labor Division, Inc. or its successor and accepts the trustees designated pursuant to that agreement.

This Agreement shall be in full force from the date of signing and shall continue in full force until April 30, 2005, and thereafter from year to year, provided that not less than sixty (60) days prior to April 30th in any year either party may serve notice in writing on the other of its decision to revise this agreement as of April 30th of such year. If such notice is given, negotiation for revision of this Agreement shall begin sixty (60) days prior to the date of expiration.

Agreed to and signed this _____ day of _____ 20 _____.

UNION:

EMPLOYER:

BUSINESS MANAGER

SIGNATURE

PRESIDENT

PRINT NAME OF SIGNER

REC/COR SECRETARY

LEGAL NAME OF COMPANY

ADDRESS

CITY STATE AND ZIP CODE

AREA CODE AND PHONE NO.

Fringe Benefits:	5/1/03	5/1/04
Health and Welfare	\$ 2.95	\$ 3.20
Pension	\$ 1.50	\$ 1.50
Apprentice	\$.42	\$.42
Annuity	\$.50	\$.50
Administrative Dues	\$.50	\$.50

*Administrative Dues to be deducted from wages