

K8340

1,000 workers

5/1/02 - 4/30/05
2002-2005

35 pp.

AGREEMENT

8339

between

SIC 7353
NAICS 2389

CONSTRUCTION EQUIPMENT RENTAL ASSOCIATION, INC.

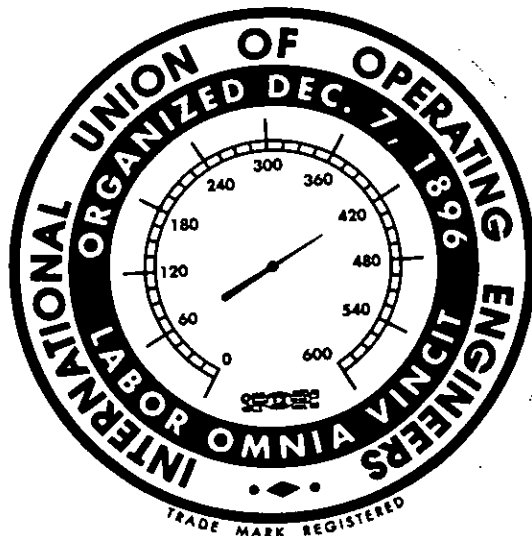
and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 77

of

Metro WASHINGTON, DC



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 Construction Equipment Rental Association, Inc., 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, 77C., 77D, 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, 77RA, 77B 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 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 60 days prior to May 1st in any year either party may serve notice in writing on the other of its decision to revise this Agreement as of May

1st 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, 77RA, 77B set forth in this Agreement shall cover all the work coming under the mechanical jurisdiction of Local Nos. 77, 77A, 77RA, 77B, in the metropolitan area of the District of Columbia, including four counties of Maryland; namely, Charles, St. Mary's, Prince Georges 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 and repairing, operating or assisting in operating, 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, 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, siphons, pulsometers, generators, concrete mixers (irrespective of capacity), concrete pumps of sizes and capacities, stone crushers, air compressors, all watertest and blast-hole drilling machines; all sand-blasting 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 all 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 hoetype 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 wellpoint pumping systems.

Section 3. It is agreed that the maintenance of power buggies, scoomobiles, 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 or 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 per day, 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 pay 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 unless it is 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 60 ton capacity or less and 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 "serve unit 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 | 4. Space Heaters |
| 2. Welding Machines | 5. Generators |
| 3. Pumps | |

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 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 (.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 hour 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 pumps.

(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.

(e) Pumps that do not exceed 2 inches in diameter or installed in a container not over three (3) feet shall be classified as sump 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 the same 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 over 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 B.T.U.'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, mechanics' 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.

Section 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 Fireman's rate of compensation per hour until such time that the attachment is removed.

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 \$3.30 per hour more 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-Dispute Provisions

Section 1. In the event that any question or dispute arises under this agreement (except 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 arises, an equal number of representatives of the Union and the Construction Equipment Rental Association, Inc., 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 Construction Equipment Rental Association, Inc., 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 1st of each year the contract is in effect. The selection of such arbitrator shall be made jointly by the Union and Construction Equipment Rental Association, Inc. and he shall serve for a period of not more than one year unless otherwise mutually agreed upon by the Union and the Construction Equipment Rental Association, Inc.

(f) The fees for such arbitrator shall be borne equally by the Construction Equipment Rental Association, Inc. and the Union; however, if an employer is individually signatory to this Agreement and not associated with the Construction Equipment Rental Association, Inc. he then shall be liable for his portion of the arbitrator's fee.

(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 judgment by default shall be granted to the opposing party by the permanent arbitrator, and such judgment shall be final and binding. The party against whom judgment is entered shall bear the costs of the arbitration and the attorneys' fee, if any, of the prevailing party.

(h) The grievance-arbitration procedures specified in this Article of the 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 the 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 a 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 with two working days after said hearing. Should the Employer fail to appear after due notice of the 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 or 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 this Agreement shall not be applicable to situation 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 journeymen workmen. Such 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 purpose of the referral system established by this Article is to aid Employers seeking competent, qualified workmen and to aid such workmen 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 workmen, the Employer shall call the Union or its agent for any such workmen as the Employer may from time to time need, and the Union or its agent shall refer such workmen 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, and 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 there 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 twenty-four (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 twenty-four (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 practicable to avoid last minute rush requirements.

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 workman 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 tugger hoists on power house construction, the tugger 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 (Construction Equipment Rental Association, Inc.) and 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. A copy of such notice shall also be served on the Construction Equipment Rental Association, Inc.

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 amendment will be made exclusively by negotiations between the Union and the Construction Equipment Rental Association, Inc. 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 subject to the Agreement regardless of membership with the Construction Equipment Rental Association, Inc. The Union and the Construction Equipment Rental Association, Inc. will post the amendment in their respective offices and make such information available to interested parties upon specific request.

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 6:00 am and 4:00 pm MONDAY THROUGH FRIDAY. There shall be one-half (1/2) hour lunch period from 11:30 am to 1:00 pm. 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 pm the previous day of the new starting time prior to reporting for work.

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. Overtime greater than eight (8) hours in any one working day (working day as defined 24-hour period commencing when an engineer, mechanic or apprentice first begins work on any calendar day) but less than twelve (12) hours shall be paid at the rate of time and one half. Overtime greater than twelve (12) hours in any one working day shall be paid at the rate of double-time.

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; and any work performed after twelve (12) consecutive hours. 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 eight (8) hours pay.

Section 6. When engineers (including apprentices) are required to work overtime, the engineers 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.

Section 8. Operators will receive one (1) hour oiling time when apprentices are not available from the Union Hall.

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; provided, however, that such prior consultation shall not be required and shifts of less than 5 days and with different starting times may be worked if:

(a) Circumstances make it impossible to have such prior consultation (i.e., the contractor first learns of the need for the adjustment at a time when the local union's offices are closed and will not reopen prior to the start of the adjusted shift and the union's steward cannot be reached by telephone or otherwise);

(b) the contractor consults with the local union at the first opportunity (i.e., the opening of the local union's offices on the first day following the start of the adjusted shift); and

0

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

(c) each engineer working each adjusted shift is paid the appropriate rate of pay for each shift but no less than eight (8) hours straight time pay for each shift.

The idle time between shifts shall be not more than two and one-half (2 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 with (8) hours' pay. The second shift shall work seven and one-half

(7 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 more shifts) the pump operator shall work seven and one-half (7 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 the 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 shifts and seven (7) hours for the other two shifts.

Section 9. If engineers or apprentices who are employed on shift work or on a straight day shift during the week are required to work on weekends, they shall report for work at the time designated by the Employer, but this starting time shall fall between 6:00 am and 7:30 am.

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

Section 10. On tunnel work the question of alternating shifts shall be determined at a pre-job conference between the Union and management.

Section 10(A). Paid holidays on equipment as 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 New Year's Day, Inaugural Day, Decoration Day (Memorial Day), Independence Day, Labor Day, Veteran's Day and the date after Thanksgiving which will be paid in lieu of Washington's Birthday. If any of the above holidays fall on a Sunday, the Monday following will be observed as a holiday. Thanksgiving Day and Christmas Day to be triple time if worked.

Section 10(B). Parties to this Agreement recognize Martin Luther King's Birthday and employees shall be allowed to have the day off.

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.

Article XII-Straight Time Equipment

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, bobcats, locomotives, front end loaders, trenching machines, or other excavating machines and mechanics will be paid a 32-hour weekly straight time guarantee, Monday through Friday, inclusive, including any week during which a holiday (as defined above) may occur, on which no work is performed. Holidays will be paid in addition to the 32-hour weekly guarantee. 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. Reporting time will be two hours reporting pay unless notified the night before not to report. Upon going to work, the employee shall receive a full day's pay.

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 this hoist rate.

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

Section 3. Operators of multiple concrete conveyors above 12 inch belt width shall be paid on a weekly straight time basis at the hoist rate.

Section 4. Engineers and apprentices on straight time equipment mentioned in Section 1 shall not be laid off for less than a period of four consecutive working days plus any holidays which may intervene between the time of lay-off and the time of reemployment during the months of January through March of each year.

Section 5. 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 6. Paid holidays occurring during the work week shall be paid in addition to the thirty-two (32) hour guarantee time.

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 day's 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.

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

Section 4(A). An engineer shall not make more than two changes of machines in one day. It is 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 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 four (4) 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). 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.

Section 2. Portal to Portal Pay

Section 3. Company to reimburse for parking. A stamped receipt has to be turned in and an honest effort to car pool (operators-oilers) will be made.

Article XV-Apprentice Engineers

Section 1. The jurisdiction of Local 77A, 77RA IUOE 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 more than 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 operations shall be classified as oilers.

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

Article XVI-Master Mechanic 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 77, IUOE 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, IUOE 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, IUOE. 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, IUOE.

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 Representative 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 this 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 reinstalled or reerected 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 recognize 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 his time his engine is running 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 project 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 IUOE Local No. 77 before or after his regular working hours for other than his current employer.

Section 8. When specifically requested by the Union, the Employer will complete and remit to Local 77's office, US 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 the information to the Employer or the Construction Equipment Rental Association, Inc.

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, IUOE and the Construction Equipment Rental Association, Inc. 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 costs involved in the defense of the employee and shall pay any fines or other assessments levied against the employee.

Article XX-Fringe Benefits and Funds
Health and Welfare Fund

Section 1. All Employers of operating engineers or apprentices subscribe to and are a part of the Operating Engineers Trust Fund of Washington, DC 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. The Construction Contractors Council/AGC Labor Division, Inc., the Washington, DC Excavating Contractors Association, the Crane Rental Employers Association and the utility contractors shall each

appoint one of the remaining four trustees. The second alternate trustee shall be appointed by the Construction Contractors Council.

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 payment of two dollars sixty cents (\$2.60) May 1, 2002; two dollars ninety cents (\$2.90) May 1, 2003; two dollars ninety cents (\$2.90) May 1, 2004 per compensable hour or 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.

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, IUOE.

Pension Fund

Section 2. The members of the Construction Equipment Rental Association, Inc. and any other Employing Contractors who are signatory to this Agreement, agree to abide by all of the 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 know as Operating Engineers Pension Trust Fund. Said Pension Trust fund Agreement shall further provide for the payment of one dollar forty-five cents (\$1.45) 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. The Construction Contractors Council/AGC Labor Division, Inc., the Washington DC Excavating Contractors Association and the utility contractors shall each appoint one of the remaining four trustees.

The second alternate trustee shall be appointed by the Construction Contractors Council.

Individual Account

Section 3. The members of the Construction Equipment Rental Association, Inc. and any other Employing Contractors who are signatory to this Agreement, agree to abide by all of the 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 outlined in the Trust Agreement the sum of fifty cents (.50) per compensable hour of wages paid to each person working under the jurisdiction of the International Union of Operating Engineers, Local No. 77, seventy-five cents (.75) May 1, 2003 and seventy-five cents (.75) May 1, 2004. 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 of 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.

Joint Apprenticeship Training and Skill Improvement Fund

Section 4. The members of the Construction Equipment Rental Association, Inc. and any other Employing Contractors who are signatory to this Agreement, agree to abide by all of 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 Apprenticeship and Skill Improvement Agreement shall provide for the payment by the Employer, on a monthly basis, of forty-five cents (.45) May 1, 2002 fifty-five cents (.55) May 1, 2003 and sixty-five cents (.65) May 1, 2004 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. The Construction Contractors Council/AGC Labor Division, Inc., the Washington DC Excavating Contractors Association, The Crane Rental Employers Association and the utility contractors shall each appoint one of the remaining four trustees. The second alternate trustee shall be appointed by the Washington, DC Excavating Contractors Association.

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 each 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 shall be sent 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, cost or potential cost 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 of 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 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 attorney's fees and interest in the amount of eight percent (8%).

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-five cents (.55) May 1, 2002 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, 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.

Fringe Benefit Contributions	5/1/02	5/1/03	5/1/04
Health and Welfare	\$ 2.60	\$ 2.90	\$2.90
Pension	\$ 1.45	\$ 1.45	\$ 1.45
Apprenticeship	\$.45	\$.55	\$.65
Individual Account	\$.50	\$.75	\$.75
Administrative Dues	\$.55	\$.55	\$.55

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 is used.

Section 2. If an engineer (including apprentices) 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 the District of Columbia as designated by the employee and as provided for by law.

WAGE SCHEDULE

Classifications:	5/1/02	5/1/03	5/1/04
------------------	--------	--------	--------

Group 1. 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L & Double L), mole, mechanic.....	\$24.14	\$25.24	\$26.89
---	---------	---------	---------

*Operators to receive Group 1 pay for rigging.

Group 2. Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels, batch plants, shields, tunnel mining machines, mechanic welder, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, drag lines, boomcat, mucking machines, graders in tunnels, pile driving engines.....	\$23.79	\$24.89	\$26.54
--	---------	---------	---------

Group 3. Front end loaders below 3 1/2 cu. yds., boom trucks, hydraulic backhoes, 1/2 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, welder, shotcrete machines, Hoe ram, locomotive

(standard, narrow gauge), tuggers. \$23.24 \$24.34 \$25.99

Group 4. High lifts above 10 feet, boilers (skeleton), 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 pumps, fireman.....

\$22.04 \$23.14 \$24.79

Group 5. Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, mechanic helpers, sweepers, assistant engineers, oilers, apprentice.....

\$18.74 \$19.84 \$21.49

Master Mechanic..... \$26.11 \$27.21 \$28.86

Wage Schedule	5/1/02	5/1/03	5/1/04
Group One	\$24.14	\$25.24	\$26.89
Group Two	\$23.79	\$24.89	\$26.54
Group Three	\$23.24	\$24.34	\$25.99
Group Four	\$22.04	\$23.14	\$24.79
Group Five	\$18.74	\$19.84	\$21.49
Master Mechanic	\$26.11	\$27.21	\$28.86

SCHEDULE 1

Apprentices shall be paid a graduated pay scale as outlined below, effective at the end of each specified number of hours of satisfactory performance.

Crawler cranes, backhoes, draglines, clams, pile drivers, tower cranes, truck cranes, general equipment-helpers on installing pumps, well-point systems, concrete pumps, air compressors and auxiliary equipment, mechanic apprentice of maintenance.

Apprentice engineers starting in the industry for the first time-0 hour up to and including the first fifteen hundred (1,500) hours.

Apprentice engineer having a CDL shall receive \$1.00 over scale.

Apprentice Wage:

	5/1/02	5/1/03	5/1/04
0-2000 Hours	\$15.24	\$16.34	\$17.99
2001-4000 Hours	\$16.99	\$18.09	\$19.74
4000-6000 Hours	\$18.74	\$19.84	\$21.49

ACCEPTANCE

The undersigned agree to be bound by the terms of the agreement between the said Local 77 and the Construction Equipment Rental Association, Inc. (which is incorporated herein by reference) and by all changes in the terms of said agreement that may be negotiated between said Local 77, or its successor, and the said Construction Equipment Rental Association, Inc. or its successor, (which changes shall automatically be incorporated herein by reference). Receipt of said 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 Trust 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/AGC Labor Division, Inc. 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, negotiations 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:

PRESIDENT

SIGNATURE

REC./COR. SECRETARY

PRINT NAME OF SIGNER

BUSINESS MANAGER

LEGAL NAME OF COMPANY

ADDRESS

CITY STATE ZIP CODE

AREA CODE AND TELEPHONE NO.

AREA CODE AND FAX NO.