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AGREEMENT

MADE BETWEEN

**MID-ATLANTIC REGIONAL COUNCIL
OF CARPENTERS
BALTIMORE DISTRICT
AFFILIATED WITH THE UNITED
BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, AFL-CIO**



AND



**THE LABOR RELATIONS DIVISION OF
THE MARYLAND CHAPTER OF THE
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.**

APRIL 1, 2005 THRU MARCH 31, 2008

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TABLE OF CONTENTS

ARTICLE I		
	Purpose and Object	1
ARTICLE II		
	Principles	1
ARTICLE III		
	Territory	2
ARTICLE IV		
	Trade Autonomy and Jurisdiction	3
ARTICLE V		
	Apprenticeship and Training	8
ARTICLE VI		
	Hours of Work	9
ARTICLE VII		
	Overtime and Holidays	10
ARTICLE VIII		
	Shift Work	11
ARTICLE IX		
	Wages	11
ARTICLE X		
	Stewards	13
ARTICLE XI		
	Employer's Responsibilities	14
ARTICLE XII		
	General Working Rules	15
ARTICLE XIII		
	No Strike Clause ~ Grievances and Arbitration	18
ARTICLE XIV		
	Rules Pertaining to Foremen and General Foreman Generally	21
ARTICLE XV		
	Special Rules Governing Pile Drivers	22
ARTICLE XVI		
	Special Rules Governing Millwright and Machinery Erectors	24
ARTICLE XVII		
	Rules Pertaining to Millwrights and Machinery Erectors Foremen and General Foremen	30

ARTICLE XVIII		
Special Rules Governing Drivers and Tenders		30
ARTICLE XIX		
Special Projects		31
ARTICLE XX		
Contracting and Subcontracting		32
ARTICLE XXI		
Construction Industry Advancement Program		32
ARTICLE XXI(A)		
Joint Trades Labor Management Committee		34
ARTICLE XXII		
Check-Off of Union Membership Dues		35
ARTICLE XXIII		
Fringe Benefits		36
ARTICLE XXIV		
Management Rights		39
ARTICLE XXV		
Equal Opportunity		40
ARTICLE XXVI		
Jurisdictional Disputes		40
ARTICLE XXVII		
Prevailing Wage Reports		40
ARTICLE XXVIII		
Separability and Savings Clause		41
ARTICLE XXIX		
Drug and Alcohol Policy		41
ARTICLE XXX		
Duration of Agreement		42
ACCEPTANCE		44
APPENDIX I		
SCHEDULE A		46
SCHEDULE B		47
SCHEDULE C		48

AGREEMENT

THIS AGREEMENT is made effective and entered into as of this 1st day of April, 2005 by and between the LABOR RELATIONS DIVISION OF THE MARYLAND CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., hereinafter referred to as the Labor Relations Division, acting as the Collective Bargaining Agent for the Contractors who have given the Labor Relations Division written authorization to represent them for purposes of collective bargaining with the Union, said Contractors being referred to hereinafter both collectively and individually as the "Employer", "Employer Contractor", or "Contractors", and THE MID-ATLANTIC REGIONAL COUNCIL OF CARPENTERS - BALTIMORE DISTRICT, AFFILIATED WITH THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO, on behalf of itself and its member Local Unions, referred to hereinafter as the "Union".

ARTICLE I Purpose and Object

The purpose and object of this Agreement is to establish and maintain wages, hours and working conditions for the work covered by this Agreement, to prevent strikes and lockouts, to insure the peaceable adjustment and settlement of any and all grievances, disputes or other differences which may arise between the parties as such, or between them as Employer and Union and to provide for the adjustment of disputes between the trades and jurisdictional disputes.

ARTICLE II Principles

Section 1. The Labor Relations Division, on behalf of such individual Contractors who have given written authorization to the Labor Relations Division to represent them for the purpose of collective-bargaining with the Union hereby recognizes the Union as the exclusive Collective Bargaining Representative for all of their Employees covered by this Agreement for all purposes of collective bargaining. The Union recognizes the Labor Relations Division as the exclusive Bargaining Representative for all Contractors who have given the Labor Relations Division written authorization to represent them for purposes of collective bargaining with the Union. In the event an Employer withdraws its authorization for the Labor Relations Division to represent it for purposes of collective

bargaining during the existence of this Agreement, it shall nevertheless be bound by all of the provisions found herein for the duration of this Agreement.

Section 2. It shall be a condition of employment that all Employees covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement shall on and after the seventh (7th) day following the execution date of this Agreement remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement who are hired on or after its execution date shall on and after the seventh (7th) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 3. The Business Representatives of the Union shall have the right to interview Employees covered by this Agreement during working hours. Said Business Representatives of the Union shall comply with general conditions on the job regarding passes, entrance to be used, etc.

Section 4. The amount and character of work demanded of the Employees covered by this Agreement by the Employer or his representatives shall not be unreasonable nor shall it be restricted by the Union, its representatives, officers or members.

ARTICLE III Territory

Section 1. The Baltimore District services and the terms of this Agreement shall apply in full within the following boundaries in the State of Maryland:

From the Point of Rocks, going in a southeasterly direction to the Montgomery County Line thence in a northeasterly direction along the County Line to Frederick County to Route 27. Then in a southeasterly direction following the County Line of Howard and Montgomery Counties through to Priest Bridge; northeast to Route 3 and the Patuxent River; beginning at Route 3 and the Patuxent River, north on Route 3 to the junction of Benfield Road, then right on Benfield Road to the

junction of Jumpers Hole Road, left on Jumpers Hole Road to the junction of Ritchie Highway, left on Ritchie Highway to the junction of Route 100; right on Route 100 to Route 177 and continuing in an easterly direction on Route 177 to Gibson Island and on to Elkton; then north to the Pennsylvania State Line, and continuing upon the Pennsylvania State Line until it meets the west line of jurisdiction at Washington County. Then going in a southerly direction along the County Line to the Boundary Line between West Virginia and Maryland, then following this the Maryland State Boundary Line of West Virginia to the Point of Rocks.

Section 2. The Baltimore District services and the terms of this Agreement shall apply in full in the following counties within the State of West Virginia:

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan and Pendleton.

Section 3. The terms of this Agreement for Millwrights only shall apply in the following counties within the State of Virginia:

Arlington, Frederick, Clarke, Loudoun, Shenandoah, Warren, Fauquier, Page, Rappahannock, Prince William, Fairfax, Culpepper, Stafford, Orange, Spotsylvania, King Alexandria, and Falls Church.

ARTICLE IV Trade Autonomy and Jurisdiction

Section 1. The provisions of this Agreement shall apply to all of the work that is described in Sections 2, 3, 4, and 5 of this Article and work that is described in Articles XV, XVI and XVIII of this Agreement and only Employees covered by this Agreement shall be employed by the Employer to perform said work.

Section 2. The trade jurisdiction of the Union consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials and all work connected with the installation of store fixtures, glass shelving and component parts. The

Union's jurisdiction also includes handling, erecting, installing, and dismantling of machinery and equipment and the manufacturing of all materials where the skill, knowledge and training of the Carpenters or Joiners are required, either through the operation of machine or hand tools, either at the job site or in production shops, mills and factories.

Section 3. The Union's claim of jurisdiction, extends over the following divisions and subdivisions of the carpentry trade: Carpenters and Joiners; Timber Men and Core Drillers; Shipwrights; Boat Builders; Ship Carpenters; Joiners and Caulkers; Cabinet Makers; Bench Hands; Stair Builders - be they wood, iron, aluminum or any other compositions; Mill Men; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shingler; Siders; Insulators; Acoustics and Drywall Applicators; Spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters and Car Builders; and all those engaged in the operation of woodworking or other machinery required in fashioning, milling or manufacturing of products used in the trade or engaged as helpers to any of the above divisions or subdivisions, and the milling or manufacturing of products used in the trade or engaged as helpers to any of the above divisions or subdivisions, and the sandblasting, handling, erecting and installing of any form(s) or material in any of the above division or subdivisions of the trade, including burning, welding, rigging and the use of any instruments or tools for layout work incidental to the trade. When the term "Carpenter and Joiner" is used, it shall mean all the subdivisions of the trade.

Section 4. The Employer recognizes the Union as the exclusive representative of all its Employees (and the provisions of this Agreement shall cover) for all prefabrication, installation, erection, construction and completion of the following work, which shall be assigned to and performed by Journeymen Lathers and Apprentices: the prefabricating, erecting, constructing, installing and completing of all light iron construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath; plasterboard or veneer plasterboard to and which plaster-type materials are applied;

corner beads, all floor construction; arches erected for the purpose of holding plaster, cement and concrete.

All carrying bars, purlins and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channels, flat iron and naillock, screw lock, pomero, T-bar, H-bar, Z-bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath, and all light iron and metal studs, such as Stran Steel, Penn Metal, Soule, Truscon, or other trade names of metal studs, no matter who the manufacturer, when such studs are to receive metal lath or rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath, plaster-type materials and veneer plasterboard.

The nailing, tying and fastening of all wiring and metallic lath such as wire cloth, wire mesh, expanded metal lath, hy-bid and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster-type materials; the placing of all types of floor lath, such as hy-bid lath, paperback steeltex floor lath, Penn Metal rib, etc.

The tying, nailing, clipping or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxilinum board, bishopric, celetex, gypsum lath, rock lath or any and all other types of material erected to receive or hold plaster-type materials.

The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other plastering accessories which are covered and/or serve as a ground, guard, or screed for plaster-type materials.

Section 5. This International Union has jurisdiction in the following work and such other work as it may hereinafter acquire.

The trade or work jurisdiction of this International Union, which includes all work recited in the original charter of the International Association of Marble Workers granted from the American Federation of Labor on January 11, 1902, in addition to all work included in a new charter issued to the International Association of Marble, Slate and

Stone Polishers, Rubbers and Sawyers on February 2, 1917, in addition to all work included in a new charter issued to the International Association of Marble, Slate and Stone Polishers, Rubbers and Sawyers, Tile and Marble Setters Helpers on July 21, 1921, in addition to all work included in a new charter issued to the International Association of Marble, Slate and Stone Polishers, Rubbers and Sawyers, Tile and Marble Setters Helpers on May 25, 1931, in addition to all work included in the original charter of the International Association of Granite Cutters granted by the decisions of the American Federation of Labor on November 15, 1881, and all work granted by the decisions of the American Federation of Labor and its affiliated departments and as a result of decisions of public and private tribunals and as a result of trade or area practice or as a result of organization and Collective Bargaining Agreements historically and traditionally exercised by the International Union.

a. Its Polishers and Rubbers shall polish, rub and clean all marble, stone, slate and glass, and all compositions and imitations that require the same process of finishing required in polishing, rubbing and cleaning marble, stone or slate; this work applies to shop and building, hand and machine.

b. Sawyers shall run all gang, cable and diamond saws, set all blocks in gangs, and hammer and set all saws.

c. Marble Finishers work shall include but not be limited to, all utility work, such as loading and unloading trucks and shop machines, operating cranes and derricks, performing all rigging, the handling of all materials that may be needed for the installation of such materials, and such work that has historically and traditionally been the work of the Marble Finisher.

d. Tile Finishers work shall include but not be limited to all cleaning, grouting and polishing of all tile, handling all sand, cement, lime, tile and all other similar materials that may be used in the installation, repair and maintenance of tile and/or similar materials. Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Tile Finishers shall also apply any and all protective coverings to all types of tile installations. These types of protective coverings will include but not be limited to all soap compounds, all types of

paper products, all types of varnishes and lacquers, all types of tapes and all polyethylene coverings, including all new types of products that may be used for the protection of tile installation.

e. The work performed by Terrazzo Finishers shall include, but not be limited to all handling of sand, cement, lime terrazzo and all other materials that may be used in the installation of terrazzo and all similar materials, the distribution by hand or by use of any power driven equipment of the above materials. Rubbing, grinding and cleaning, polishing and sealing Marble Mosaic and Terrazzo floors, and wainscoting, curbs, steps, and base, including but not limited to *Magnesite Terrazzo, Dex-o-tex Terrazzo, epoxy matrix terrazzo, aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand and any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone enamel, mother of pearl, quartz, ceramic colored quartz and rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, or any substances therefore when run on the building by hand or machine, any new method of installation such as caulking and sealing with all new terrazzo material, also acid etching of new or old surfaces, also all priming for installation of new materials in the installation of the above materials.*

f. Machine Stone Workers, Rubbers and Helpers are limited to work on cut stone cast and artificial stone used for exterior and construction. The work consists of all sawing, bed and hand rubbing, operating of cranes, tool grinding, and the handling to the shipping point. The work on cut cast stone consists of all molding, mixing, pouring and rubbing and handling to the shipping point and tool grinding.

g. The Cemetery Stone Handlers, Erectors and Granite Helpers include *crane and derrick operators, hook-up men, drillers, yard and shop helpers, bed setters helpers, sawyers helpers, erectors, drivers, erectors helpers, who handle stone in the granite cutting yards and cemeteries.*

h. *Granite Cutters and Polishers work shall include but not be limited to all work in the granite industry such as cutting, carving, dressing, drafting lettering, sand blasting, sawing and setting all granite (natural and artificial, interior and exterior)*

bluestone and hard stone on which granite cutters tools are used. This includes from the roughest of street work, seam-faced and rock-faced ashlar, to the finest of moulded work carving, statuary machine cutting turning, rubbing, polishing or dressing, all lettering (hand marked and "Space Write" wherever possible), sand blasting, including work of preparing and placing of composition necessary, sawing and setting of any kind of granite (natural and artificial), bluestone, and other hard stone, on which granite cutting tools or machines are used, including flame burning torches and guillotines, and making up, sharpening or dressing said tools either by hand or machine; all designing, drafting, making patterns, shop cards, diagrams used in connection with the granite industry; also all jointing of bluestone in building work, street work, flagging, or any other work in which bluestone is used, and all other workers connected with the granite industry. The International Union shall have the authority to establish additional general or special categories of work jurisdiction as may be required from time to time to identify and maintain the skills within the work jurisdiction of the International Union.

ARTICLE V Apprenticeship and Training

Section 1. There has been established a Baltimore Carpenters Joint Apprenticeship and Training Fund for the purpose of training Journeymen and Apprentices covered by this Agreement. The Fund is governed in accordance with the terms and provisions of an Agreement and Declaration of Trust, which are deemed to be incorporated herein.

Section 2. The terms and conditions of employment for Apprentices and the schooling of all Apprentices covered by this Agreement shall be determined by the Baltimore Carpenters Joint Apprenticeship Committee and approved by the Trustees of the Fund in accordance with the provisions of the governing Agreement and Declaration of Trust of the Apprenticeship Fund, except as provided in this Agreement.

Section 3. Apprentices may be utilized by an Employer to the extent of a 1 to 1 ratio, but only when approved by the Baltimore District Office.

Section 4. All Apprentices must register with the U.S. Department of Labor, Bureau of Apprenticeship and Training.

Section 5. The Employer shall hire one (1) Apprentice out of every five Employees covered by this Agreement. In the event that an Employer does not have 1 Apprentice out of each 5 Employees, if the Apprentices are available, he will be required to hire additional Apprentices as required without discharging Journeymen working on the job site.

Section 6. No Millwright Apprentice shall be required or permitted to work during a time which will interfere with his attendance at school. As will be noted elsewhere in this Article, schooling for Apprentices covered by this Agreement will be during the regular work day and most Apprentices will be released from work and paid by the Employer for the hours they are attending school. However, from time to time, some Apprentices will be working on shift work and will not be working during school hours. Those Apprentices shall have the option of working regularly at their jobs at their regular wages for all hours worked and attending school on their own time without receiving pay therefore, or taking time off from work on the night before, or the night of, the day the attend school; provided that each Apprentice shall choose which option he prefers when he commences such shift work and the option he chooses shall remain in effect for the duration of his shift work.

ARTICLE VI Hours of Work

Section 1. *The regular work week shall be from 7:00 A.M. Monday thru 5:00 P.M. Friday. The regular work day is to consist of eight (8) hours. An Employer may be granted the right, by receiving prior written approval from the District Manager of the Baltimore District, to work its Employees on the basis of a four (4) day work week, each work day consisting of ten (10) working hours. Such a four day/ten hour work schedule shall be at the straight time rate of pay for work performed Monday through Thursday, exclusively. Except as provided in Section 3 below, in the event a four (4) day, ten (10) hour work schedule is utilized all work performed on Friday or Saturday will be paid at one and one-half (1½) times the straight time rate of pay.*

Section 2. All work performed on Sundays and Holidays will be paid at double the straight time rate of pay. All work performed on Saturdays and in excess of eight (8)

hours on regular work days shall be paid at one and one-half (1½) the straight time rate of pay.

Section 3. In the event an Employee is unable to work forty (40) hours in any given work week, excluding holidays, the following Saturday may be used as a make-up day. The following Friday shall be the make-up day when a four (4) day, ten (10) hour work schedule is being utilized provided that if Friday cannot be utilized the following Saturday may be used as the make-up day.

All make-up hours worked on Saturday (up to 40 hours) shall be paid at the straight time rate of pay. When a make-up day is implemented, it must be scheduled for a minimum of eight (8) hours (ten [10] hours if a four [4] day, ten [10] hour work schedule is being utilized), weather permitting.

Section 4. Any Employee required to work during his normal lunch period shall be allowed time to eat later in the day, without loss of pay.

Section 5. A ten (10) minute break shall be allowed on the job at the place of work between the hours of 8:30 A.M. and 10:30 A.M. each day without loss of pay. A break also shall be allowed on jobs which are working a night shift and such break shall be at the place of work and at a mutually agreeable time. It is clearly understood that the Supervisor on the job shall designate one Employee to service each crew.

ARTICLE VII Overtime and Holidays

Section 1. All work performed on Sundays and any of the following holidays shall be paid for at double the straight time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event that a holiday falls on a Saturday, it shall be observed on the Friday before the holiday. If a holiday falls on a Sunday, it shall be observed on the following Monday. In no event will any of the above listed holidays be recognized as such more than one day per year.

Section 2. All overtime hours, exclusive of time worked on Sundays or holidays shall be paid at one and one-half (1½) times the straight time rate of pay.

Section 3. When Employees are required to work in excess of two (2) hours overtime, a thirty-minute break, with pay, will be allowed. At the end of six (6) hours of overtime work, a fifteen-minute break will be allowed with pay. For each four (4) hours

thereafter Employees will be given fifteen minutes break time. These breaks will in no way result in any loss of pay to the Employees.

Section 4. Each Employee who is called upon to work overtime shall be given a rest period of eight (8) hours off from work after sixteen (16) consecutive hours on duty, lunch breaks and rest breaks included. If an Employee is required to work overtime in excess of sixteen (16) consecutive hours on duty, the Employee shall be paid at the rate of time and one-half as provided in Section 2, above, until the Employee receives an eight (8) hour rest period.

ARTICLE VIII Shift Work

Section 1. When shift work is required, the day shift will work eight (8) hours for eight (8) hours pay, the swing shift will work eight (8) hours for eight (8) hours pay and the graveyard shift will work seven (7) hours for eight (8) hours pay. The only exception to this rule is upon request by an Employer and after investigation by the Baltimore District Office, where it is not feasible to work during normal working hours the rate of pay shall be the same as that for day work. Work will not be considered as shift work unless it continues for at least three (3) consecutive work days.

Language pertaining to Millwrights only:

When two (2) ten (10) or twelve (12) hour shifts are worked, the second shift will be considered the graveyard shift.

ARTICLE IX Wages

Section 1. During the term of this Agreement, the straight time hourly wage rate for all Journeymen Carpenters, Pile Drivers, Millwrights and Machinery Erectors who are covered by this Agreement shall be that specified in Appendix I to this Agreement.

Section 2. All Carpenter, Pile Driver and Floor Layer persons who are enrolled in an Apprenticeship Program **Plan A** sponsored by the Trustees for the Baltimore Carpenters Joint Apprenticeship and Training Fund and;

All Millwright persons who are enrolled in an Apprenticeship Program sponsored by the Trustees of the Baltimore Carpenters Joint Apprenticeship and Training Fund, shall be paid as follows:

1st Year of Apprenticeship - 50% of the wage set as in Appendix I, Schedule C of this Agreement. It is agreed that no pension or severance and annuity fringe benefit payment or vacation deduction shall be made on 1st year Apprentices.

2nd Year of Apprenticeship - 60% of the wage set as in Appendix I, Schedule C of this Agreement.

3rd Year of Apprenticeship - 70% of the wage set as in Appendix I, Schedule C of this Agreement.

4th Year of Apprenticeship - 85% of the wage set as in Appendix I, Schedule C of this Agreement.

All Carpenter, Pile Driver and Floor Layer Persons who are enrolled in Apprenticeship Program **Plan B**, sponsored by the Trustees of the Baltimore Carpenters Joint Apprenticeship and Training Fund, shall be paid as follows in Appendix I, Schedule C, to this Agreement.

Section 3. During the term of this Agreement, Carpenter Foremen shall be paid one dollar (\$1.00) per hour more than Journeyman hourly rates set forth in Appendix I, Schedule A, of this Agreement as their straight time hourly wage rate and shall be guaranteed forty (40) hours of pay per week, including holidays, provided that they report for work on working days and also provided that the job lasts five (5) days or more. If a job ends before the last day of a normal work week, the foreman will be paid only for hours worked during that week. Millwright Foreman shall be paid one dollar and twenty-five cents (\$1.25) per hour more than the Journeyman hourly rates set forth in Appendix I, Schedule B for Millwrights.

Section 4. During the term of this Agreement, Carpenter General Foreman shall be paid two dollars (\$2.00) per hour more than the Journeyman hourly wage rate set forth in Appendix I, Schedule A of this Agreement as their straight time hourly wage rate and shall be guaranteed forty (40) hours per week including holidays, provided that they report to work on working days and also provided that the job lasts for five (5) days or more. If a job ends before the last day of a normal work week, the foreman will be paid only for hours worked during that week. Millwright General Foreman shall be paid two

dollars and twenty-five cents (\$2.25) per hour more than the Journeyman hourly rates set forth in Appendix I, Schedule B for Millwrights.

Section 5. Whenever the work force on a job exceeds thirty (30) Employees (excluding Foremen) who are covered by this Agreement, a general foreman shall be designated by the Employer.

ARTICLE X Stewards

Section 1. The Baltimore District shall place and replace Stewards on all jobs at its discretion. A Steward shall not be permitted to act as a foreman, general foreman or other Supervisor; nor shall a Steward receive any wage or other compensation other than that provided for under the terms of this Agreement. A Steward must be a member in good standing in the Union. The Employer shall report the starting or restarting of each job to the Baltimore District Office before starting to work, so that the Union may have adequate time to place a Steward.

Section 2. The Steward shall remain on the job all hours that carpentry work is being performed. If a job is shut down, he shall be the first person reemployed. He shall be allowed sufficient time to perform his duties as prescribed in the General Working Rules of the Union. He shall not be discharged because of his activities in enforcing the Union's Rules. A Business Representative must be notified and consulted in all instances before a Steward is removed from the job. The Steward must be a competent mechanic for the classifications of carpentry work to which he is assigned, otherwise he is subject to discharge in which event his vacancy as Steward shall be filled by a Business Representative.

Section 3. It shall be the duty of all Stewards to examine the work cards of *Employees performing work covered by this Agreement.*

Section 4. Should any Employee be taken sick or meet with an accident while working on any job, the Steward shall take care of his tools during his absence and notify the office of the Union at once regarding the incident. Any loss of time or other expenses incurred by the Steward must be paid by the Employer, if found to be correct.

ARTICLE XI
Employer's Responsibilities

Section 1. All Employers will be required to furnish an ample waterproof tool house, to be used exclusively by Employees covered by this Collective Bargaining Agreement, properly locked, as suitable quarters for Employees to eat their lunches in and to keep their clothes in; the same to be heated in winter months. The Employer shall provide on or near the job suitable sanitary toilets in accordance with the laws of the Board of Health. Ice water is to be furnished by the Employer from April 1st to November 1st, and individual cups to be furnished by the Employer, also water on the job at all times.

Section 2. The Employer shall reimburse each Employee for any of his tools or clothing which are destroyed on the project site by fire or other acts of God or which, while the project is not operating, are stolen by forced entry on the project site. A forced entry shall be reported by the Steward within thirty (30) minutes after starting time. Provided that the Employer has complied with the above Rule, or designated another area, he shall be liable for an Employee's loss only if it occurs while such tools or clothing are in the tool shed or tool room or other designated area. Each Employee shall furnish the Employer or his agent with a properly sworn statement of loss within forty-eight (48) hours. The Employer shall make reimbursement within one (1) week after receiving a sworn statement of loss. The Employer's liability shall be limited to not more than \$800.00 for any single loss of or injury to tools. It is the Employer's responsibility to post a reasonable list of personal hand tools in a conspicuous place on the jobsite. Each Journeyman Carpenter employed on that jobsite will be expected to furnish the hand tools on the posted list. The Employer may periodically update the list, provided it is done in a reasonable manner. In the replacement of personal hand tools which are destroyed or stolen, the Employer will only be responsible for the replacement of those tools which are on the posted list.

Section 3. Any Employee working in water or foul weather must be furnished with suitable wearing apparel to keep dry by the Employer, without any cost to the Employee. Such apparel shall be checked out to the Employees by the Employer. All Employees shall be responsible for apparel that is checked out to them.

Section 4. Employees shall have sufficient time to place their tools in the shed or designated area before quitting time.

Section 5. When Employees are required to wear safety equipment such as hard hats and liners, life jackets, safety glasses, etc., the Employer shall furnish such safety equipment to Employees, without any cost to the Employees. Such equipment shall be checked out to the Employees by the Employer. All Employees shall be responsible for the equipment that is checked out to them.

Section 6. The Employer shall replace (or reimburse the Employee in full so that he or she may replace) any eyeglasses, contact lenses, or artificial eyes, teeth, or limbs that are damaged or destroyed and are required to be repaired or replaced, if such damages or destruction occurred during the course of the Employee's performance of his or her job and accompanied by a sworn statement of repair or replacement cost is presented.

Section 7. Any Employee injured on a job during the course of a regular work day, to the extent that makes it impossible for him to complete the regular work day, shall be paid for the entire regular work day at his straight time hourly rate. If, however, an Employee is physically able to return to work but fails to return to work, he shall not be entitled to any compensation under this Section.

ARTICLE XII General Working Rules

Section 1. All Employees must be paid United States currency before quitting time on the regular payday, weekly. If, however, the Employees are requested to go to the office or shop of the Employer for their money, enough time shall be allowed during the regular working hours to go to said office or shop. Employees who fail to receive their wages on the regular weekly payday shall immediately notify the Business Representative assigned to the project on which the work was performed, or the Baltimore District Office. A Business Representative shall proceed at once to collect all unpaid wages as well as waiting time up to the time of collection, provided, however, that the aggrieved Employees have not accepted any part of the wages due them and have

reported the case to a Business Representative or to the Baltimore District Office on or before four o'clock p.m. (4:00 P.M.) of the payday involved.

Section 2. Employers may pay off by checks provided they pay one hours' pay to each affected Employee at the straight time rate of pay, except Government checks and checks of any Employer whose credit has previously been established to the satisfaction of the Union are exempt. The Employer may withhold no more than three (3) day's wages due to Employees to enable the Employer to prepare the payroll.

Section 3. All Employees working on outside jobs when required to call at the shop in the morning for lumber or other materials, or the making of miter boxes, saw benches, filing saws, or sharpening of any tools must strictly observe the eight (8) hours provided for in Article VI. Employees will not leave job shack or gang box until start of shift.

Section 4. No Employer shall hire laborers or other crafts to do any work involving the use of Carpenter tools or machinery or allow them to do any cutting, bracing, shoring or any other work covered by this Agreement (as defined in Article IV) in accordance with decisions of the National Joint Board or Agreements of the International Union.

Section 5. All Foremen and General Foremen must show their work cards to the Steward when called upon to do so.

Section 6. The first man employed on a job shall report the starting of the job to the Baltimore District Office before starting to work.

Section 7. If any overtime is required, the Employer shall offer each Employee who is assigned to that job site an opportunity to work the overtime before any other Employees of that Company are brought in from another job site.

Section 8. No Employee shall accept less than the minimum rate of wages, nor shall he return or rebate any part of his wages to his Employer or any person representing said Employer. No Employee shall refuse to show his pay slip to a Business Representative or Job Steward when requested to do so.

Section 9. No Employer, Foreman or Employee shall ask for or receive any money or presents from Employees in his employ or about to be employed.

Section 10. No Employee shall refuse to show his Work Card to a Business Representative or Job Steward when called upon to do so. When checking cards, the Business Representative or Steward must present a Union Card when requested.

Section 11. No Employee shall be allowed to furnish any patented or iron miter boxes, bench clamps, hand screws, metal saw clamps, power tools, high speed drill bits, taps, or level 4 feet and over or instruments on any job or shop.

Section 12. No Union Representative of the United Brotherhood shall be denied permission by the Employer to go on any job, store, new or old building, dock, wharf, boat or pier or any other site where Employees covered by this Agreement are working. The Representative shall notify the Timekeeper or other Employer Representative immediately upon arrival at the job site.

Section 13. Any Employee being laid-off shall receive pay in full no later than the end of the normal working day. The Employee shall work until quitting time.

Section 14. Certification or evidence is required that Representatives of the Union who visit jobs are protected by proper insurance and certificate of same shall be filed with the Employer's Office.

Section 15. The Supervisor and the Steward on the job shall determine if the weather is fit for the men to work, except for emergencies or undercover work. When undercover work can be provided for only part of the working crew, arrangements must be made on a rotating basis to provide equal earning opportunity for all Employees who are engaged in that type of work for which undercover work is available.

Section 16. Employees handling creosoted material or working in chemical plants, fertilizer plants, or similar locations will be furnished protective clothing by the Employer when required.

Section 17. Welders and burners shall be furnished with strikers, goggles, shields, gloves, and safety equipment by the Employer when required.

Section 18. If an Employer determines that a hardware room is necessary on the job, a Carpenter who resides within the territorial jurisdiction of the Union shall be in charge of it.

Section 19. Any Employer whose credit has been previously established to the satisfaction of the Union may, at it's option, post a lay-off check addressed to the Employee's home address in the U.S. Mail to be postmarked no later than the next business day after lay-off. Failure to timely post the check as outlined above will be grounds for a grievance as outlined in Article XIII, Section 3.

ARTICLE XIII
No Strike Clause - Grievances and Arbitration

Section 1. During the term of this Agreement and any renewals or extension hereof, the Union shall not engage in, sanction or condone any work stoppage or work disruption on any job in which any Contractor bound by this Agreement is engaged, whether by strike, slow down or other disruptive practice, except as provided in Section 11 of Article XXIII of this Agreement, and the Contractor shall not engage in any lockout.

Section 2. The Union or International Union shall not be responsible for any strike action taken in violation of this Article provided the officials of the Union and International Union have made every effort to return the Employees to work.

Section 3. A grievance is a dispute between the Union and the Employer and/or any Employee covered by this Agreement and an Employer concerning the interpretation, application or administration of any provision of this Agreement. Any grievance that may arise under this Agreement shall be handled in a manner that is consistent with the following procedure:

STEP 1. A grievance may be initiated by the Union, Employer or an Employee, with or without the assistance of the Union. If submitted by Employee, the grievance must be submitted to the Employee's immediate Supervisor either orally or in writing.

STEP 2. If not resolved between an Employee and his immediate Supervisor, or if initiated by the Union, a grievance shall be discussed between a Business Representative of the Union and a representative of the Employer involved, with authority to act, after a written grievance is filed and in any event within two (2) days after a written request is received for a meeting.

Any grievance that is filed at this STEP 2 more than thirty (30) calendar days after the date on which the reason for the grievance occurred shall be considered untimely and shall not be processed. Any grievance which is brought to this STEP 2 by

any Employee covered by this Agreement, rather than by the Union itself, must be filed in writing with the District Manager of the Union within fifteen (15) calendar days after the date on which the reason for the grievance occurred, and unless such grievance is timely filed, in writing, with the District Manager of the Union within fifteen (15) calendar days after the date on which the reason for the grievance occurred, it shall be considered untimely and shall not be processed.

STEP 3.

a. Should any grievance not be resolved in STEP 2, then the grievance may be taken by the Union, the Employer or both to a permanent Committee consisting of no less than two (2) persons appointed by the Maryland Chapter of the Associated General Contractors of America, Inc. (the "Labor Relations Division") and no less than two (2) persons appointed by the Union. At the written request of any member of the Committee, the Union or an Employer subject to this Agreement, the Committee shall meet within ten (10) working days of receipt of such written request, unless such time period is extended by written Agreement between the Chairman and Secretary of the Committee. Written notice of the time, date and place of the grievance meeting shall be given by the Committee by regular mail. The notice shall be mailed to the Union and the Contractor at the Party's last known office address. Once mailed to the last known office address, the notice shall be sufficient to require attendance of the Party.

b. It shall be the function of the Committee to attempt to resolve any dispute involving the application or interpretation of any provision of the Agreement which is presented to it by written request to meet. Any decision made by the Committee including the assessment, awarding of damages, shall be permanently recorded and uniformly applied by the Union and all Employers subject to this Agreement. It is understood that this Committee will in no way participate in any attempt to solve jurisdictional disputes.

c. The Committee is authorized to decide all grievances presented to it, and it is to fashion an appropriate remedy for any breach of contract that it may find. The Committee may require the participants to produce business records which, in the judgment of the Committee, pertain to the dispute so that the records may be examined

by the Committee. If by a vote of its members, the Committee either sustains or denies a grievance, then the Committee's decision shall be final and binding on the Union, the Employer and the Labor Relations Division with no further right of appeal or arbitration. If the Committee deadlocks or is otherwise unable to decide a grievance after a grievance meeting is conducted before it, then a grievance may proceed to the next step, STEP 4, Arbitration.

STEP 4.

a. In the event the Committee cannot resolve a dispute within five (5) working days from the beginning of its meeting, or if the Committee fails or refuses to meet within the time period set forth above, either the Employer involved in the dispute or the Union, but only the Employer involved or the Union, may submit the matter to arbitration by written notice to the other party, provided said notice is given within five (5) working days after either of the above-described five (5) working days. Within five (5) working days after said notice of arbitration is given, the Employer involved and the Union shall appoint a mutually acceptable Arbitrator to hear and determine the dispute.

b. If either the Employer involved or the Union fails or refuses to cooperate in appointing an Arbitrator within said five (5) working days, or if the parties are unable to agree upon an Arbitrator within said five (5) working days, or if the mutually agreeable Arbitrator cannot hear and determine the dispute within ten (10) work days after his appointment, either the Employer involved or the Union may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) Arbitrators. The list requested from FMCS is to be limited to Arbitrators assigned to FMCS Area No. 7 (or its successor region as determined by the FMCS) who are members of the National Academy of Arbitrators. An Arbitrator shall be chosen within twenty-four (24) hours of receipt of the FMCS list, by each party alternately striking names until one (1) name remains. The Arbitrator so chosen shall hear and determine the dispute within thirty (30) calendar days from the date of his appointment, if at all possible, and the parties shall cooperate in every way necessary to assist the Arbitrator in facilitating the disposition of the matter.

c. It is understood and agreed that if either the Employer involved or the Union fails or refuses to cooperate in selecting an Arbitrator from the list submitted to the

Federal Mediation and Conciliation Service in strict compliance with the procedure set forth above, the other party may unilaterally select an Arbitrator from such list submitted by the Federal Mediation and Conciliation Service and, provided that written notice of such selection and the date, time and place of hearing is given to the refusing party, said Arbitrator, even though unilaterally selected, is hereby granted the authority to hear and determine the dispute and his decision shall be final and binding as if both parties had participated fully as allowed hereunder whether or not one of them fails to do so.

Section 4. The fee and expense of any arbitration proceeding shall be shared equally by the Employer involved and the Union and his decision shall be final and binding on both parties.

Section 5. It is understood and agreed that in the event either the Joint Grievance Committee or the Arbitrator decides that the Employer involved or the Union has violated any of the provisions of this Agreement, the Committee or the Arbitrator may prescribe any relief which it/she/he deems appropriate, including damages and injunctive relief of a cease and desist or other nature. Either party may seek appropriate judicial relief to enforce the ruling of either the Joint Grievance Committee or of the Arbitrator.

ARTICLE XIV
Rules Pertaining to Foremen
And General Foremen Generally

Section 1. When three or more Employees covered by this Agreement are employed on any job, a Foreman must be designated. There must be a Foreman employed for each fifteen (15) Employees covered by this Agreement. In selection of a foreman, preference shall be given to qualified Employees who are regularly employed within the geographical territory covered by this Agreement as described in Article III.

Section 2. Whenever the work force on a job exceeds thirty (30) Employees (excluding Foremen) who are covered by this Agreement, a General Foreman shall be designated by the Employer.

Section 3. The Employer shall make all of the fringe benefit payments required in Article XXIII of this Agreement on behalf of each of its Superintendents who elects in writing to be covered by all of the fringe benefit programs provided for in Article XXIII of

this Agreement in lieu of any other benefits which are or may be provided by his Employer. The Union dues check-off provided in Article XXII of this Agreement shall be afforded to any Superintendent who is a member of the Union.

Section 4. In the event of any type of work stoppage, the Employer shall be able to designate one Foreman, General Foreman or Superintendent, who is presently employed on the project, as a Management Representative to remain on the job to protect management's interests, however, not to perform any work functions as set forth in this Agreement.

ARTICLE XV Special Rules Governing Pile Drivers

Pile Drivers are covered and governed by all of the foregoing and succeeding Sections and Articles of this Agreement. In addition, the following special rules and provisions shall apply to the employment of Pile Drivers:

Section 1. All of the following work shall be performed by Pile Drivers:

a. Bridge, dock and wharf building. The driving and pulling of piles, whether of wood, concrete, steel, composite or molded in place. In mucking out cofferdams and trench work where steel piling is used, a Pile Driver signalman must be used as lookout.

b. All piles used in foundation and bridge, dock, wharf building work and all work, steel and concrete sheeting. H-Beams, driving and pulling of same; loading and unloading, handling, burning and welding, and cutting off, lining, capping, bracing of all cradles and inclines of timbers where piling is used whether of wood, steel or concrete, composite or molded in place, taking soundings and sinking of all wood, steel, or concrete piling or sheeting, whether temporary or permanent, also caissons and excavating of caissons.

c. The erection of, and rigging, dismantling, handling of all rigs and equipment pertaining to pile driving is to be handled by Pile Drivers. Handling of pile driving machines on site of work and on storage yards, the handling of all derricks and pile driving machinery from railroad yards, store houses, to and from jobs must be handled by Pile Drivers.

d. All work involving the uplift bar or hook bar as stabilizer for pile, and the welding thereof.

e. Pile Drivers shall be used to operate all pressure pumps and gauges for the purpose of testing during the entire time testing of piling is being done and all machinery used in the handling of spuds or anchors on floating equipment pertaining to Pile Driver work.

f. Pile Drivers will be used to handle all lines on derricks and are to be used as winchmen or spoolmen when a deckhand is employed aboard a tug, barge or other vessel assisting Pile Drivers.

g. On all cofferdam work or water ways, the handling and placing of tremie concrete seal and all necessary rigging shall be the work of the Pile Driver.

h. All burning and welding oxyacetylene or electric pertaining to all pile work shall be the work of the Pile Driver.

i. All precast concrete work connected with piling, including prestressing, poststressing, and precasting of all materials on job site shall be the work of the Pile Driver.

j. All onsite repairs of all Pile Driving Rigs land or water, barges or scowls shall be the work of the Pile Driver. This includes all hammers, regardless of their means of power, and the splicing and handling of all lines.

k. All work or operations involved in pre-pak operations and all tremie pour operations and all work or operations involved in any new systems or methods or substitutions regarding the above mentioned work, shall be the work of the Pile Driver.

l. All new and old work on docks and piers, to the inshore line of bulkhead, from the backing log down, including the decking and forms for same, shall be the work of the Pile Driver.

m. They shall make and set all concrete forms from cellar bottom and column base in cellar bottom down, trestles and shoring work including ties and guard rails, shall be the work of the Pile Driver.

n. All work connected with concrete as bracing against water and earth pressures, shall be the work of the Pile Driver.

Section 2. The crew for any land or water rig will be established by the Employer and Baltimore District consistent with safe practice.

Section 3. Crew members employed as welders will perform with the crew when not welding. When welding for an entire shift, a welder will be hired in addition to required crew size.

Section 4. Stewards on pile driving rigs shall be governed by the provisions of Article X.

Section 5. No group of Foremen shall constitute a working crew for the purpose of operating a rig, in the absence of mechanics.

Section 6. The Employer shall furnish boots and other foul weather gear where conditions require them.

Section 7. Employees handling creosoted materials will be furnished protective clothing by the Employer when required.

Section 8. Notwithstanding provisions of Section 4, Article VI, the Employer may require Employees working under this Article to work eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 A.M. and 6:00 P.M. where the tide is a deciding factor in the progress of the work.

Section 9. On all Rigs, the Employee who is employed as the monkey will receive \$.50 per hour in addition to the Journeyman rate when working aloft.

Section 10. There shall be a Pile Driver employed on each drilling rig.

ARTICLE XVI
Special Rules Governing
Millwrights and Machinery Erectors

Millwrights and Machinery Erectors are covered and governed by all of the foregoing and succeeding Sections and Articles of this Agreement. In addition, the following special rules and provisions shall apply to the employment of Millwrights and Machinery Erectors:

Section 1. The term "Millwrights and Machinery Erectors" shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all machinery and equipment installed either in building, factories, structures, processing areas either undercover, underground, or elsewhere, required to process material, handling, manufacturing or servicing; be it powered or receiving power manually, by steam, gas, electric, gasoline,

diesel, nuclear, solar, water, air or chemically, and in industries such as and including which are identified for the purpose of description, but not limited to the following: wood-working plants, canning industries, steel, coffee-roasting plants, paper and pulp, cellophane, stonecrushing, gravel and sand washing and handling, asphalt plants, sewerage disposal, water plants, laundry, bakery, mixing plants, can, bottle and bag packaging plants, textile mills, paint mills, breweries, milk processing plants, power plants, aluminum processing or manufacturing plants, amusement and entertainment field. Installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launches, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or dismantled.

The installation of but not limited to the following: setting of all engines, motors, generators, air-compressors, fans, scales, hoppers, conveyors, of all types; size and their supports, escalators, man-lifts, moving sidewalks, hoists, dumbwaiters, all types of feeding and machinery amusement devices, mechanical pin-setters and spotters in bowling alleys, refrigeration equipment, and the handling and installation of pulleys, gears, sheaves, fly-wheels, air and vacuum drives, worm drives, and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boot guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing cable sprockets, cutting of all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams hydraulic or otherwise, planning, extruder, ball, dust collectors, equipment in most packaging plants, splicing of ropes and cables.

The laying out, fabricating and installation of protection equipment including machinery guards, making and setting of templates for machines, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials, all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights, grinding, cleaning, servicing,

and machine work necessary for any part of any equipment installed by the Millwrights, and the breaking in and trial of any equipment or machinery installed by the Millwrights.

Section 2. All of the following work shall be performed by Millwrights:

a. Unloading, hoisting, dismantling, erecting, assembling, lining and adjusting of all machines, shafting, hangers, gears, sprockets and chains, belting, and all other drives necessary to the transmission of power.

b. Setting of all motors and putting on all pulleys, sheaves, and fly wheels for same and setting of all worm drives or gear drives directly coupled to motors.

c. All coal handling machinery and drives, crushers, conveyors, drags, whether the frames be steel or wood, and all necessary support shall be assembled by Millwrights, except such as are to be fastened by hot rivets. The framing and drilling of all wood hoppers or boxes and guides, all patent stockers and automatic feeding devices as handling machinery either elevating or conveying.

d. Stone crushing and gravel washing plants, crushers, screens, revolving or eccentric, rolls, pan conveyors, belt, chain, or screw, whether boxes be steel, iron or wood. The assembling of all tramrail, monorails, cranes or all travelers where no hot rivets are used in assembling same. Setting all beams for timbers used in the reception of machinery and drilling all holes necessary for foundations whether they be wood or steel, stone, concrete or other materials, whether ratchet or power drilling be used.

e. All grain handling appliances, cleaners, chippers, needle machines, car pullers, grain shovels. The manufacture and erection of wood legs, spouts and conveyor boxes, erection of all steel and/or cast iron legs, heads, or boots and conveyor boxes, framing of all marine legs and ship shovels, framing of all scale timbers. Setting of all scales, track hopper or automatic, all boot tanks, receiving hoppers and devices used for elevator legs when not of electrical appliances.

f. All bin valves, turnheads and indicators, all necessary shafting and bearings and supports, all drives, rope belt, chain, or rawhide, all pulleys, cable sprockets or gearing and cutting all keyseats in new and old work in the field.

g. Sewerage disposal machinery and coffee roasting plant.

h. All amusement devices of all kind, all barrel or package devices either elevating or conveying, all presses hydraulic or otherwise.

i. All direct or connected machinery of any power hoists and meat handling, all spice, or flour or cereal mills, or cotton, wool, silk, twine, paper, steel, saw, cement, planing, powder and paint mills, machine or woodworking shops or factories, jewelry and powerhouse machinery, sugar refineries, power houses, bakeries, fertilizers, breweries, shoe factories, all ice plants and equipment, ice cream factories and laundries, knitting mills and power sewing machines. Finally, all work pertaining to evolution of time and this craft will come under this jurisdictional claim.

Section 3. Special Millwright Rules

a. Safety Equipment. All safety equipment shall be furnished by the Employer. When a Millwright is required to weld and burn, he shall be furnished with welding sleeves, aprons, gloves, shield, brush, hammer, burning goggles, striker and flash glasses when necessary.

b. Inoculations. The Employer shall pay the cost of inoculations to prevent communicable disease for any Employee who, when engaged to work at sewage disposal and similar installations, requests inoculation.

c. Steward. Millwrights have their own Steward. Article X shall apply as to the selection and other rules applicable to Stewards.

d. No Employee shall be allowed to furnish dial indicators, micrometers over one inch, inside micrometers, shaft levels over 12 inches, socket wrenches over ½ inch drive, socket or any wrench over one inch, crescent wrenches over 12 inches, files, taps, and drill bits for drilling steel. This equipment shall be checked out to the Employee. No Employer shall lease, rent or otherwise utilize tools owned by Employees in his employ and no Employee covered by this Agreement shall lease, rent or otherwise allow his tools to be utilized by his Employer.

e. Clean Up. Millwrights shall be allowed ample time each day to clean up and put tools away before quitting time.

f. Tool Room Man. When a tool room man is needed, he shall be a Millwright and Millwrights shall not accept tools and Millwright equipment from any other craft.

g. Alignment. On all initial alignment-installation jobs, such as precision (dial indicator) installation of pumps, motors, compressors, fans and similar types of alignment-installation work, at least two (2) Millwrights shall be employed.

Section 4. Other Work Rules

a. Conveyors. The entire installation of all package handling conveyors is the work of the Millwrights. This includes all necessary hangers, legs, and supports required for the installation:

b. Screw Conveyors. The entire installation, including hangers and saddles, is the work of the Millwrights.

c. Bucket Type Conveyor. The entire installation of the internal parts and head and tail section parts will be installed by the Millwrights.

Where sections of casing or housing are erected manually, the assembly and erection of such sections is the work of the Millwrights.

d. Bulk Material Handling Conveyors. The erection and installation and alignment of idlers, saddles and moving parts of all bulk material handling conveyors is the work of the Millwrights.

Bulk material handling conveyors, the erection and installation of head and tail pulley units, including idlers and saddles, bearings, gears, gear boxes, machinery guards, sprockets, chains, motor coupling belts, all rubber or fabric skirts, curtains and sampling equipment is the work of the Millwrights.

Bulk material conveyors, the Agreement covers the types of conveyor used to handle iron ore, coal, cement, gravel and similar bulk materials. The type of bulk material handling conveyors which requires no supporting framework is the work of the Millwrights in its entirety.

If the head, tail and take-up sections of a bulk material handling conveyor arrives on the job site completely assembled, the complete installation of these units shall be performed by Millwrights, including the erection of counter weight guides, counter weights, cables, erection of the protective expanded metal guard, any refabrication, installation of the drive unit for the head pulley, installation of any wiper blades on the head or tail sections.

e. Scales. The installation, alignment, and leveling of all scales is the work of the Millwrights.

f. Anchoring of Bulk Handling. The anchoring of bulk handling conveyors is the work of the Millwrights.

g. Rigging Beams. The installation of all rigging beams is the work of the Millwrights.

A rigging beam shall be defined as a beam that supports a hoisting device used solely for repairing, servicing and periodic inspections of mechanical equipment and machinery.

h. Protective Screen and Metal Guards. The erection of protective screen or metal guards in connection with monorails is the work of the Millwrights. The erection of protective screen or metal guards in connection with package conveyors is the work of the Millwrights.

The erection of protective screen guards on all conveyors is the work of the Millwrights.

All machinery guards are the work of the Millwrights.

The erection of protective screen or metal guards on monorails is the work of the Millwrights. All headers, hanger rods, or whatever material is necessary to install or erect the guard is the work of the Millwrights.

i. Air Slide Conveyors. Millwrights will attach sections together and assemble gates, and install supports & hangers wherever necessary.

j. Rails. Rails carrying mechanically activated equipment geared, cable, pneumatic or hydraulic, shall be aligned, leveled and secured by Millwrights.

k. Rigging. After the package machinery or package equipment has been brought from the point of unloading or from the storage area to the point of final installation or to a temporary holding point, all moving and handling by any means required to complete the installation shall be the work of the Millwrights.

l. Power Rigging. Rigging by any means required during the cleaning, turning, fitting and assembling of the components and to make the final installation shall be the work of the Millwrights.

The rigging work required in the cleaning and subassembly area shall be performed by the Millwrights.

m. Lubricating Systems. Lubricating systems which arrive on the job site prefabricated by the manufacturer or furnished by the manufacturer are to be installed by the Millwrights.

n. The filling of all lubrication lines is the work of the Millwrights.

ARTICLE XVII
Rules Pertaining to
Millwright and Machinery Erectors
Foremen and General Foremen

Section 1. When three (3) or more Millwrights or Machinery Erector Employees who are covered by this Agreement are employed on any job, a Foreman must be designated. A Foreman shall be designated for each ten (10) Millwrights or Machinery Erector Employees covered by this Agreement. In the selection of Foremen, preference shall be given to the qualified Employees who are regularly employed within the geographical territory covered by this Agreement as described in Article III.

Section 2. At the time a second Foreman is designated to supervise the Millwrights or Machinery Erectors, a General Foreman shall also be assigned.

Section 3. Millwright Foremen and Millwright General Foremen shall be paid an additional amount as stated in Article IX §§ 3 & 4 and in Appendix I - Schedule B of this Agreement.

ARTICLE XVIII
Special Rules Governing Divers and Tenders

Divers and Tenders are covered and governed by all of the foregoing and succeeding Sections and Articles of this Agreement with the following exceptions:

Section 1. *Instead of the wages provided for in Appendix I and In Article IX, Section 1 of this Agreement, the straight time wage rates for Divers per eight-hour day shall be \$294.00 per day.*

Section 2. In the event a Diver is required to work overtime, he shall be paid a minimum of two (2) hours and one and one-half (1½) times the straight time rate. (This rate is based on furnishing of gear and equipment by the Employer.)

Section 3. The Tender's basic wage shall be the same as the Dock Builder or Pile Diver on a daily basis of eight (8) hours and his working conditions shall be the same as the Diver he is attending.

Section 4. The Diver and Tender shall be paid a minimum of one (1) day if they work any part of a day. In the event that diving work is temporarily suspended, they shall be retained as Employees at the Journeyman Dock Builder or Pile Driver classification rate.

Section 5. The Diver wage rates set in Section 1 of this Article apply to footage up to 60 feet. With greater depth, the wage of a Diver shall increase as follows:

From 60 to 70 feet	\$15.00 extra per day
From 70 to 80 feet	\$20.00 extra per day
From 80 to 90 feet	\$25.00 extra per day
From 90 to 100 feet	\$30.00 extra per day

For 100 feet or over, the Diver shall negotiate his own daily wage subject to approval in writing by the Baltimore District.

Section 6. Gear and Rental. When the Diver furnishes his own gear, he shall receive additional compensation as follows:

\$30.00 per day for suit and helmet (8 hours)
\$40.00 per day for compressor (8 hours)

Section 7. The Diver shall select his own Tender.

Section 8. Skin Divers who furnish full gear shall be paid \$30.00 per day extra.

Section 9. Tank time shall be paid by the Employer when the tank is used, and Tenders shall be in full attendance at all times. All safety precautions must be observed at all times.

ARTICLE XIX Specific Projects

a. Should the Union offer lower wage rates, lower benefits or other concessions on any job through a Project Agreement, the Union shall offer those terms on equal basis to all signatory Contractors by first notifying the Labor Relations Division at least seventy-two (72) hours in advance. The Union's sole obligation in this regard shall be to notify the Labor Relations Division in writing of the job by location and name.

b. The Union may not change or reduce the CIAP contribution that is due for any Carpenter Employees who are covered under a Project Agreement without securing the prior written consent of the Labor Relations Division.

c. No Project Agreement will be granted on Union-funded on Union-only jobs with the exception that any signatory Contractors are not capable or are willing to bid on these projects.

ARTICLE XX Contracting and Subcontracting

On any site of construction, alteration, or repair of a building, structure or other work, the Employer shall not sublet, assign or otherwise contract or subcontract out any work which is covered by this Agreement on a particular job site covered by this Agreement to any person, firm, corporation, Contractor, Employer or association unless said person, firm, corporation, Contractor, Employer or association is signatory to a Collective Bargaining Agreement with a bona fide Union and the Employees covered by said Agreement enjoy wages, hours and other conditions of employment equivalent to those set forth in this Agreement. This Article shall be suspended during the pendency of any administrative or legal proceeding in which its invalidity is asserted. It is the intention of the Employer and the Union that this Article shall be interpreted to conform to the rulings of the NLRB with respect to contracting and subcontracting clauses allowed under the proviso to Section 8(e) of the Labor-Management Relations Act of 1947, as amended.

ARTICLE XXI Construction Industry Advancement Program

Section 1. In recognition of the need for providing a means whereby construction industry Employers can facilitate and supplement financing or activities, which include but are not limited to public relations, public education, scholarships, accident prevention, disaster relief, Employer expenses incurred in the promotion of stability of relations between Labor and Management, the promotion of legitimate markets, standardization of contracts, and research, the parties hereto agree:

a. Subject to the provisions of Section 3 of Article XXIII of this Agreement, from the effective date of this Agreement each Employer shall pay to the Construction Industry

Advancement Program of Baltimore, Maryland (hereinafter called the "CIAP") a sum equal to twelve cents (\$.12) per hour worked, per Employee covered by the terms of this Agreement. Said sum shall be paid to the CIAP Board consisting solely of representatives designated by the Labor Relations Division and by Employers who are not members of the Labor Relations Division but who have become subject to the provisions of this Article by executing or adopting a Collective Bargaining Agreement requiring the payment of contributions to the CIAP. Payments to the CIAP shall be due and payable to the Carpenter Funds Office, as the Collecting Agent designated by the CIAP, monthly, by the twentieth (20th) day of the month next succeeding the month for which said sum is payable. Said funds shall be used for the purpose hereinabove stated including the administrative expenses incurred by the CIAP.

b. The Employers recognize and acknowledge that the regular and prompt payment of the sums due to CIAP under this Article is essential to the operation of the CIAP. Therefore, the amount of damage resulting from each and every such failure shall be presumed to be the sum of \$10.00 per delinquency or 10% of the payment due, whichever is greater, plus interest on the amount of the payment due at the rate of one and one-half percent (1½%) per month until paid, which amount shall become due and payable as liquidated damages, and not as a penalty, upon the day immediately following the date on which the payment becomes delinquent, and shall be in addition to said delinquent payment. Such delinquent Employers shall also be liable for all reasonable expenses incurred by the CIAP directly attributable to the cost of collection (including a reasonable attorney's fee) of said delinquent payments.

Section 2. The Union shall be under no obligation to strike for the purpose of compelling any Employer to participate in the CIAP. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the aforesaid payments. Monies collected by the CIAP shall not be used for lobbying or sponsoring any legislation detrimental to the Union nor shall any such monies be prorated to any individual Employer during a strike or lockout. In no instance shall any of the foregoing funds be used for advertising or propoganda against the Union. This Article shall be

applicable only to an Employer which is signatory to this Agreement or is represented by the Labor Relations Division.

Section 3. The establishment of this Program is subject to all applicable Federal and State Laws.

Section 4. The Union shall furnish to the CIAP regularly and currently the names of Employers who are signatory to this Agreement.

ARTICLE XXI(A)
Joint Trades Labor Management Committee

Section 1. In recognition of the need for providing a means whereby multi-trades construction industry Employers and Unions can jointly enable activities, which include but are not limited to public relations, public education, scholarships, accident prevention, in the promotion of stability of relations between Labor and Management, the promotion and expansion of legitimate markets, standardization of contracts, and research, the parties hereto agree:

a. For the duration of this Agreement, each Employer shall pay to the Joint Trades Labor-Management Committee of Baltimore, Maryland (hereinafter called the "Committee") (or to its successor in fact or name) a sum equal to two cents (\$.02) per hour worked, per Employee covered by the terms of this Agreement. Payments to the Committee shall be due and payable to the Carpenter Funds Office, as the Collecting Agent designated by the Committee, monthly, by the twentieth (20th) day of the month next succeeding the month for which said sum is payable. Said funds shall be used for the purpose hereinabove stated including the administrative expenses incurred by the Committee.

b. The Employers recognize and acknowledge that the regular and prompt payment of the sums due to the Committee under this Article is essential to the operation of the Committee. Therefore, the amount of damage resulting from each and every such failure shall be presumed to be the sum of \$10.00 per delinquency or 10% of the payment due, whichever is greater, plus interest on the amount of the payment due at the rate of one and one-half percent (1½%) per month until paid, which amount shall become due and payable as liquidated damages, and not as a penalty, upon the day immediately following the date on which the payment becomes delinquent, and shall be

in addition to said delinquent payment. Such delinquent Employer(s) shall also be liable for all reasonable expenses incurred by the Committee directly attributable to the cost of collection (including a reasonable attorney's fee) of said delinquent payments.

Section 2. The Union shall be under no obligation to strike for the purpose of compelling any Employer to participate in the Committee. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the aforesaid payments. Monies collected by the Committee shall not be used for lobbying or sponsoring any legislation detrimental to the Union nor shall any such monies be prorated to any individual Employer during a strike or lockout. In no instance shall any of the foregoing funds be used for advertising or propaganda against the Union. This Article shall be applicable only to an Employer which is signatory to this Agreement or is represented by the Labor Relations Division.

Section 3. The establishment of this Program is subject to all applicable Federal and State Laws.

Section 4. The Union shall furnish to the Committee regularly and currently the names of Employers who are signatory to this Agreement.

ARTICLE XXII Check-Off of Union Membership Dues

Section 1. In accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor-Management Relations Act, as amended, the Employer shall deduct each week from the wages of each Employee covered by this Agreement, who signs said authorization, an amount determined by the Union from time to time.

Section 2. The Employer shall also deduct from the hourly wage of each Millwright Employee covered by this Agreement an additional amount determined by the Union from time to time.

Section 3. The amount deducted pursuant to Sections 1 and/or 2 of this Article shall be payable to the Carpenters Fund Office monthly by the twentieth (20th) day of the month following the month in which the required amount is deducted and shall be remitted in accordance with all of the provisions and requirements of Sections 6 through 12 of Article XXIII of this Agreement.

ARTICLE XXIII
Fringe Benefits

Section 1. Pension Fund. *The Employer shall pay the amount specified per hour in Appendix I to this Agreement for each hour worked by each Employee covered by this Agreement to the Carpenters Pension Fund of Baltimore, Maryland.*

Section 2. Health and Welfare Fund. *The Employer shall pay the amount specified per hour in Appendix I to this Agreement for each hour worked by each Employee covered by this Agreement to the Carpenters Health and Welfare Fund. Such amount shall fund the Employers' portion of FICA, FUTA and state unemployment taxes due on account of weekly disability benefits provided by the Fund to Employees and former Employees of the Employers.*

Section 3. Apprenticeship and Training Fund. *During the term of this Agreement, each Employer shall pay the following amounts for each hour worked by each Employee covered by this Agreement to the Baltimore Carpenters Joint Apprenticeship and Training Fund thirty-seven cents (\$.37) unless the Employer pays twelve cents (\$.12) per hour to the CIAP under Article XXI above in which case the Employer shall pay twenty-five cents (\$.25) per hour to the Baltimore Carpenters Joint Apprenticeship and Training Fund.*

Each Employer signatory to this Agreement, which has not given authority to the Labor Relations Division to represent it, shall designate on the Acceptance Form, below, where it will pay thirty-seven cents (\$.37) for each of the three (3) years of the Agreement. That designation shall remain in full force and effect until the Employer changes that designation, in writing, at least thirty (30) days prior to a payment being due.

Section 4. Vacation Fund. *For each hour worked by each Employee covered by this Agreement, the Employer shall deduct the amount specified in Appendix I to this Agreement from the wages of each Employee covered by this Agreement and shall pay the amount deducted to the Carpenters Vacation Fund of Baltimore, Maryland.*

Section 5. Severance and Annuity Fund. *For each hour worked by each Employee under this Agreement, the Employer shall pay the amount specified in Appendix I to the Carpenters Severance and Annuity Fund of Baltimore, Maryland.*

Section 6. Until such time as the Employer is notified by the Union in writing of a change in the receiving agent agreed to by the Labor Relations Division and the Union, all payments required by Sections 1 through 5 above, as well as dues check-off payments required by Article XXII above, shall be made payable, for the full amount required, by one check, to the order of the "Carpenters Funds" as receiving agent for each of the above mentioned trust funds in and the Union; which lump sum amount shall then be prorated accordingly among the said Funds and the Union and deposited to the appropriate bank account of each said Funds and Union.

Section 7. The Employer shall deliver the payments required under Sections 1 through 5 of this Article and under Article XXII together with a monthly statement. The statement shall be made on a consolidated report form prepared by the Union and the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc., and shall set forth for each Employee covered by this Agreement his name, social security number, hours worked, and such other pertinent information as may be required on the form, during the period for which payment is made.

Section 8. All payments required by Sections 1 through 5 of this Article and Article XXII (and all reports required by Section 7 above) must be delivered each week to the Shop Steward on the job, unless permission to submit same on a monthly basis and/or to submit by mail directly to the Funds Office is granted by the Trustees of the various funds. All members of the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc. and its affiliated organizations will submit payment and forms by mail on a monthly basis.

Section 9. It is understood and agreed that the Employer, by its signature to this Agreement, accepts the terms and provisions of the Agreement and Declaration of Trust of each of the Funds that is referred to in Sections 1 through 5 of this Article, as said Agreements and Declarations of Trust have been amended heretofore or may be amended hereafter, and said Agreements and Declarations of Trust are hereby made a part of this Agreement as if specifically set forth herein in their entirety.

Section 10. The Employer further agrees with respect to each Fund set forth in Sections 1 through 5 above:

a. That the Employer Trustees named in said Agreements and Declarations of Trust, and additional Employer Trustees appointed pursuant to the terms of the Agreements and Declarations of Trust, and their successors in Trust, are and shall be its representatives.

b. That the Employer approves and consents to the appointment of the Trustees of the said Funds heretofore appointed and hereafter selected as provided for in said Agreements and Declarations of Trust; and

c. That the Employer further ratifies, confirms, approves and consents to all amendments of the said Agreements and Declarations of Trust that may hereafter be made in accordance with the provisions of said Agreements and Declarations of Trust.

Section 11. Notwithstanding, anything in this Agreement to the contrary it is specifically understood and agreed that in the event the Employer fails to make any of the payments required under Sections 1 through 5 of this Article and Article XXII and/or fails to submit the report form required under Section 7 above, by the twentieth (20th) day of any month if on a monthly basis, or by the end of the day on payday if on a weekly basis, the Union shall have the right to withdraw the Employees of said Employer from his employment and may strike said Employer effective as of the next day after said payment or reports are due or at any time thereafter at the discretion of the Union and said withdrawal of Employees and strike may be continued until such time as the required payment, and any liquidated damages and interest accrued as a result of the late payment, are paid.

Section 12. The Employer and the Union recognize and acknowledge that the regular and prompt payment of those payments required by Sections 1 through 5 of this Article and Article XXII are essential and that it would be extremely difficult, if not impracticable to fix the actual expense and damage to the Funds, to the Union and to the Employee which would result from the failure of the Employer to make such payments within the time provided. Therefore, the amount of damage resulting from each and every such failure shall be presumed to be the sum of \$25.00 per delinquency or 10% of the amount of the payment due whichever is greater, plus interest on the amount of payment due at the rate of one and one-half percent (1½%) per month, or the maximum

amount permitted by law, until paid, which amount shall become due and payable as liquidated damages, and not as a penalty, upon the day immediately following the date on which the payment becomes delinquent and shall be in addition to said delinquent payment.

Section 13. When starting a job, the Employer shall be required to place in escrow with the Carpenters Funds Escrow Account a sum of money, the actual amount to be set by the Business Office of the Union. The Union may demand a bond in lieu of a cash escrow, or a combination of cash escrow and bond. This payment shall not relieve the Employer of making regular payments and filing reports as required by any other Article or Section of this Agreement. If the Employer has underpaid at the time of the final report, the money still due the Carpenters Funds Office shall be deducted from the escrow payment and then any excess refunded to the Employer.

Section 14. a. If, in the case of a second delinquency in any twelve month period, on or before the third calendar day after the date the Trustees give notice of the delinquency, the Employer has not cured its delinquency to any one or more of the Fringe Benefit Funds, then the Trustees of any one or more of the Fringe Benefit Funds may direct that a bond or letter of credit be deposited with the Fringe Benefit Funds' Administrator(s) to secure the faithful payment of all amounts owed and/or to be owed which bond or letter for credit is to be sufficient in amount to cover the current delinquency or delinquencies plus a sum of \$20,000.00 as deemed appropriate by the Trustees of the Funds.

b. The failure of the Union or the Trustees to act under this or any other Section of the Agreement on any particular occasion of delinquency shall not cause or bring about a waiver of their right to act in any other delinquency.

c. The remedies in this subsection shall be in addition to any other rights accorded to the Union or the Trustees.

ARTICLE XXIV Management Rights

Each of the member Employers for whom this Agreement is negotiated and executed by the Association, and each Employer who may be governed by the terms and conditions of this Agreement retains the exclusive right to manage its business and jobs

and to direct its working forces subject only to the specific limitations thereon set forth in clear terms in the provision of this Agreement. The right to manage each Employer's business and jobs and to direct the working force shall be deemed to include, without limitation upon the generality of the terms, the right to hire, suspend or discharge Employees for proper cause; the right to transfer Employees from job to job, and the right to lay off Employees because of lack of work or for other legitimate reasons. In addition, the scheduling of performance, and the methods of performance are recognized as being solely and exclusively the right and responsibility of the Employer.

ARTICLE XXV
Equal Opportunity

The parties hereby agree they will not, either jointly or individually, discriminate in regard to hire, tenure, promotion or other terms or conditions of employment against any individual on the basis of race, color, religion, sex, age, national origin, marital status or physical or mental disability to the extent required by law. The masculine gender has been used in this Agreement solely for the purpose of convenience and refers to both the masculine and feminine genders, as well as the neuter.

ARTICLE XXVI
Jurisdictional Disputes

In the event of any dispute involving the assignment of work by the Employer, said dispute shall be resolved in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction to which the National Association of General Contractors and the United Brotherhood of Carpenters and Joiners of America, AFL-CIO are Parties. In the event the National AGC or the United Brotherhood of Carpenters and Joiners of America, AFL-CIO withdraw from said Plan or either is in non-compliance with said Plan then this clause shall become null and void. In the event, the dispute shall be referred to the respective General President of the contesting Unions in an effort to seek a resolution.

ARTICLE XXVII
Prevailing Wage Reports

Since it is desirable both for the Employer and the Union to participate in efforts to upgrade the Prevailing Wage Scales on City, State and Federal work, it is agreed that a mutually acceptable report from which will be provided by the Union shall be submitted

by all Employers immediately upon completion of each project. The information provided on this report shall be: Location of Job, Wage Scale Paid, Fringe Benefits Paid, Number of Men Employed, etc. However, any additional information which is deemed necessary in the future will also be provided. It is fully understood that this report furnished to the Union Office will contain only information pertaining to work covered by this Agreement and will be submitted regardless of any other form submitted to any other organization.

ARTICLE XXVIII
Separability and Savings Clause

Section 1. If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXIX
Drug and Alcohol Policy

The Employers and Union recognize that any drug and/or alcohol use in the workplace is an extreme safety and health hazard. To that end, both the Employers and Union strongly support and recommend the use of the Mid-Atlantic Regional Council of Carpenters - Baltimore District Drug Policy, or any lawful and reasonably enforced drug and alcohol policy adopted by an Employer, to help ensure a safe working environment for the Employees. Before it adopts a new drug and/or alcohol abuse policy, the Employer shall first consult with the Union, and it shall give the Union a meaningful opportunity to examine, comment on and bargain over the contents of the new policy.

ARTICLE XXX
Duration of Agreement

Section 1. This Agreement shall be in full force and effect from April 1, 2005 through March 31, 2008 and shall continue in full force and effect from year-to-year thereafter unless written notice of desire to terminate or modify this Agreement is served by either party upon the other at least sixty (60) days prior to March 31, 2008, or any subsequent anniversary date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to be effective as of the 1st day of April, 2005.

THE LABOR RELATIONS DIVISION OF THE MARYLAND CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

By:

Step T. Kneil

MID-ATLANTIC REGIONAL COUNCIL OF CARPENTERS
BALTIMORE DISTRICT
AFFILIATED WITH THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

By:

Augustus L. Lester



AND



ACCEPTANCE

ACCEPTANCE BY EMPLOYER WHICH HAS NOT AUTHORIZED THE LABOR RELATIONS DIVISION OF THE MARYLAND CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC. IN WRITING TO REPRESENT IT.

The undersigned Employer accepts each and every provision of the foregoing AGREEMENT between the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc. and the Mid-Atlantic Regional Council of Carpenters - Baltimore District, affiliated with the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, effective from April 1, 2005, to and including March 31, 2008, and adopts said AGREEMENT and each and every one of its provisions as its own AGREEMENT with the Mid-Atlantic Regional Council of Carpenters - Baltimore District affiliated with the United Brotherhood of Carpenters and Joiners of America, AFL-CIO. Whenever the term "Employer" is used in said AGREEMENT, said term shall include the undersigned Employer.

EMPLOYER:
(Print **Company** Name Carefully): _____

Signature & Title of Company
Authorized Officer: _____

Print Name of Authorized Company Officer: _____

Address of Employer: _____

Date: _____

Telephone Number: _____

Fax Number: _____

Employer Identification Number: _____

The Employer agrees that it shall pay:

- () To the Baltimore Carpenters Joint Apprenticeship and Training Fund: thirty-seven cents (\$.37) per hour.

- () To both the Baltimore Carpenters Joint Apprenticeship and Training Fund (Fund) and the Construction Industry Advancement Program (CIAP): twenty-five cents (\$.25) per hour to the Fund and twelve cents (\$.12) per hour to the CIAP.

ACCEPTED BY THE MID-ATLANTIC REGIONAL COUNCIL OF CARPENTERS - BALTIMORE DISTRICT, AFFILIATED WITH THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO.

Signature of Authorized Union Officer:

Title of Authorized Union Officer:

Date:

APPENDIX I
SCHEDULE A – CARPENTERS, PILE DRIVERS, FLOOR LAYERS, ETC.

	04/01/05	04/01/06	04/01/07
		\$1.00 (To Be Determined by Mgmt. & the Union)	\$1.00 (To Be Determined by Mgmt. & the Union)
Wage (Refer to Notes 1, 2 & 3)	\$21.30		
Health & Welfare	\$ 3.00		
Pension	\$ 2.25		
Annuity (Refer to Note 4)	\$ 2.00		
Apprenticeship	\$ 0.25		
CIAP	\$ 0.12		
Labor Management	\$ 0.02		
Apprenticeship & Training	\$ 0.02		
Total Package	\$28.96		
To Be Deducted From Employee's Paycheck			
Vacation (Refer to Note 4)	\$ 0.60		
Dues Check-Off	4% of weekly gross pay for Carpenters & Carpenter Apprentices	4% of weekly gross pay for Carpenters & Carpenter Apprentices	4% of weekly gross pay for Carpenters & Carpenter Apprentices

Notes

1. Foremen Receives \$1.00 per hour in addition to the Journeyman rate.
2. General Foremen receives \$2.00 per hour in addition to the Journeyman rate.
3. All Carpenter Apprentices receive an hourly wage computed on the basis of the percentages set out in Article IX, Section 2.
4. Except as provided In Article IX, Section 2, fringe benefit contributions and deductions are the same for Carpenter Apprentices as for Journeyman Carpenters.

APPENDIX I
SCHEDULE B - MILLWRIGHTS

	04/01/05	04/01/06	04/01/07
Wage (Refer to Notes 1, 2 & 3)	\$24.07	\$1.00 (To Be Determined by Mgmt. & the Union)	\$1.00 (To Be Determined by Mgmt. & the Union)
Health & Welfare	\$ 3.00		
Pension	\$ 2.25		
Annuity (Refer to Note 4)	\$ 2.25		
Apprenticeship	\$ 0.25		
CIAP	\$ 0.12		
Labor Management	\$ 0.02		
Apprenticeship & Training	\$ 0.02		
Total Package	\$31.98		
To Be Deducted From Employee's Paycheck			
Vacation (Refer to Note 4)	\$ 0.50		
Dues Check-Off	4% of weekly gross pay for Carpenters & Carpenter Apprentices	4% of weekly gross pay for Carpenters & Carpenter Apprentices	4% of weekly gross pay for Carpenters & Carpenter Apprentices

Notes

5. Millwright Foremen Receives \$1.25 per hour in addition to the Journeyman rate.
6. Millwright General Foremen receives \$2.25 per hour in addition to the Journeyman rate.
7. All Millwright Apprentices receive an hourly wage computed on the basis of the percentages set out in Article IX, Section 2.
8. Except as provided in Article IX, Section 2, fringe benefit contributions and deductions are the same for Carpenter Apprentices as for Journeyman Carpenters.

**APPRENTICESHIP WAGEFRINGE BREAKDOWN
EFFECTIVE APRIL 1, 2005**

Year Apprentice	Wage	Health & Welfare	Pension	Annuity	Apprenticeship	CIAP	Labor Mgmt.	Apprenticeship & Training	Total	Vacation	Check- Off
First Year											
1st 6 Months	10.65	3.00	None	None	0.25	0.12	0.02	0.02	14.06	None	4%
2nd 6 Months	13.59	3.00	None	None	0.25	0.12	0.02	0.02	17.00	None	4%
Second Year											
1st 6 Months	16.53	3.00	None	0.50	0.25	0.12	0.02	0.02	20.44	0.60	4%
2nd 6 Months	17.35	3.00	None	0.50	0.25	0.12	0.02	0.02	21.26	0.60	4%
Third Year											
1st 6 Months	18.16	3.00	None	1.00	0.25	0.12	0.02	0.02	22.57	0.60	4%
2nd 6 Months	19.65	3.00	None	1.00	0.25	0.12	0.02	0.02	24.06	0.60	4%
Fourth Year (Full Year)	21.14	3.00	None	1.00	0.25	0.12	0.02	0.02	25.55	0.60	4%

EFFECTIVE APRIL 1, 2006

Year Apprentice	Wage	Health & Welfare	Pension	Annuity	Apprenticeship	CIAP	Labor Mgmt.	Apprenticeship & Training	Total	Vacation	Check- Off
First Year											
1st 6 Months											
2nd 6 Months											
Second Year											
1st 6 Months											
2nd 6 Months											
Third Year											
1st 6 Months											
2nd 6 Months											
Fourth Year (Full Year)											

EFFECTIVE APRIL 1, 2007

Year Apprentice	Wage	Health & Welfare	Pension	Annuity	Apprenticeship	CIAP	Labor Mgmt.	Apprenticeship & Training	Total	Vacation	Check- Off
First Year											
1st 6 Months											
2nd 6 Months											
Second Year											
1st 6 Months											
2nd 6 Months											
Third Year											
1st 6 Months											
2nd 6 Months											
Fourth Year (Full Year)											

- (1) THESE RATES WILL AFFECT ONLY FIRST YEAR APPRENTICES WHO HAVE ENTERED THE APPRENTICESHIP PROGRAM AFTER APRIL 1, 2001.
- (2) CHECK OFF DUES ARE BASED ON 4% OF WEEKLY GROSS PAY.
- (3) ALL FRINGE BENEFITS ARE PAID ON HOURS WORKED.

APPENDIX I
SCHEDULE C - CARPENTERS, PILE DRIVERS & FLOOR LAYERS APPRENTICES ONLY
APPRENTICESHIP PROGRAM AFTER APRIL 1, 2001