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A G R E E M E N T

COVERING

BUILDING CONSTRUCTION

April 1, 2005— March 31, 2008

made between

**THE LABOR RELATIONS DIVISION
OF THE MARYLAND CHAPTER**

OF THE

ASSOCIATED GENERAL

CONTRACTORS OF AMERICA, INC.

and

BALTIMORE/WASHINGTON LABORERS'

DISTRICT COUNCIL

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA,

AFL-CIO

8600 LaSalle Road, Suite 114

Towson, Maryland 21286

(410) 823-8388

Building Construction

Laborers' Local #194

4603 York Road

Baltimore, Maryland 21212

(410) 323-2005

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SCHEDULE OF WAGES

Classifications	Rates Per Hour		
	4-1-05	4-1-06	4-1-07
General Laborers - Flaggers, tool and material handlers (except tenders), clean-up, janitors, truck checkers, dumpmen, spotter, landscape laborer, mulcher, chainman/ rodman, watchmen, (including fire watchmen).	\$13.38	\$13.48	\$13.58
Construction Laborers - All Laborers not otherwise classified.	\$14.23	\$14.33	\$14.43
Semi-Skilled Laborers - Power tool operator, pipe layers, potman, drillers, concrete laborers, signalmen, small machine operators, laser beam operators, scaffold builders, caisson laborer, jack hammer operator, (80 lbs. and over).	\$14.54	\$14.64	\$14.74
Skilled Laborers - Burners,* welders, nozzle-men, wagon drillers, powermen, concrete surfacer.	\$14.75	\$14.85	\$14.95

* When working 14' or higher the burner shall be paid \$2.00 per hour above the skilled rate.

	4-1-05	4-1-06	4-1-07
Asbestos/Lead Abatement**	\$15.66	\$15.76	\$15.86
 Hazardous Waste Technicians**			
Level "A" - Laborers working around hazardous	\$16.16	\$16.26	\$16.36
substances requiring the highest level of protection for skin, eyes, and the respiratory system. This classification would include, but not be limited to, the use of a positive pressure Full-Face (FF) Self-Contained Breathing Apparatus (SCBA) or positive pressure Supplied Air Line (SAR) with a totally encapsulated, chemical protective suit.			

** This rate will be paid only to Laborers who are certified Hazardous Waste Technicians while they are working with hazardous waste materials in the designated danger zone when required or specified by the Environmental Protection Agency.

	4-1-05	4-1-06	4-1-07
Level "B" - Laborers working around hazardous substances requiring a high level of respiratory protection, but less skin protection than level "A". This classification would include, but not be limited to, the use of a positive pressure, Full-Face (FF), Self-Contained Breathing Apparatus (SCBA) with chemical resistant clothing.	\$15.66	\$15.76	\$15.86
Level "C" - Laborers working in an environment where potential for unexpected inhalation of or contact with hazardous levels of any chemicals exist. Includes working around hazardous substances requiring respiratory and skin protection involving a full-face or half-mask Air Purifying Respirator (APR) with chemical resistant clothing.	\$15.16	\$15.26	\$15.36
Leaders	\$15.24	\$15.34	\$15.44
Laborer Foreman	\$15.75	\$15.85	\$15.95
Mainline and Distribution Pipeline Laborer	Same as National Agreement		

FRINGE BENEFIT PAYMENTS BY CONTRACTORS

	4-1-05	4-1-06	4-1-07
Health and Welfare	\$2.45	\$ 2.85*	\$ 3.25*
Pension	\$.75	\$.75	\$.75
Training/LECET/ Laborer-Management Committee/Organizing	\$.28	\$.28	\$.28
CIAP***	\$.12	\$.12	\$.12

DEDUCTIONS**

	4-1-05	4-1-06	4-1-07
Vacation	\$ 1.00	\$1.00	\$1.00
Laborers Political League	\$.02	\$.02	\$.02
Dues Check-Off	4% Gross Weekly Wages		

****Employers who have not authorized the Labor Relations Division of the Associated General Contractors of America, Inc., in writing, to represent them for purposes of collective bargaining may elect to pay the stated amounts to the Construction Industry Advancement Program or to the Training Fund/LECET/Labor-Management Committee. If the employer elects to pay the stated amounts to the Training Fund/LECET/Labor-Management Committee, the amounts shall be in addition to the contribution normally required for the Training Fund/LECET/Labor-Management Committee.**

*** last two years of fringe benefits to be determined.**

**BUILDING AGREEMENT
BETWEEN
BALTIMORE/WASHINGTON LABORERS'
DISTRICT COUNCIL,
LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA,
AFL-CIO
and
LABOR RELATIONS DIVISION OF
THE MARYLAND CHAPTER
OF THE ASSOCIATED
GENERAL CONTRACTORS
OF AMERICA, INC.**

THIS AGREEMENT, made and entered into by and between the LABOR RELATIONS DIVISION OF THE MARYLAND CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., hereinafter "Labor Relations Division," acting as the collective bargaining agent for the contractors that have given the Labor Relations Division written authorization to represent them for purposes of collective bargaining, said contractors being hereinafter referred to collectively and individually as the "Employer" or "Employers," and the BALTIMORE/WASHINGTON LABORERS' DISTRICT COUNCIL, LABORERS' INTERNATIONAL UNION OF NORTH

AMERICA, AFL-CIO, acting for and on behalf of its affiliated Local Union: #194 (hereinafter referred to collectively as the "UNION"), for the purpose of establishing hours, wages and working conditions and to insure the peaceful adjustment and settlement of any and all grievances, disputes or other differences which may arise between the Employer and the Union.

ARTICLE I RECOGNITION

Section 1. The Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc. (hereinafter referred to as the "Division" or "Employer") on behalf of such individual contractors who have given the Division written authorization to represent them for the purpose of collective bargaining with the Union and whose names are listed in the attached Appendix 1 hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees of said contractors who work under the jurisdiction of the Union and who perform work covered by this Agreement with respect to hours, wages and other terms and conditions of employment.

Section 2. The Union recognizes the Labor Relations Division of the Maryland Chapter of

the Associated General Contractors of America, Inc., as the sole and exclusive collective bargaining representative of all contractors listed on the attached Appendix 1.

ARTICLE II SUBCONTRACTING AND MANAGEMENT RIGHTS

Section 1. 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 performs said work under and in accordance with the provisions of this Agreement and provides 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.

Section 2. The Employer retains the right to manage its business and jobs and to direct its working forces subject only to the specific limitations set forth in clear terms in the provisions of this Agreement. The right to manage the 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 right to determine which jobs are accepted, the location of jobs and the scheduling of performance, and the methods of performance are recognized as being solely and exclusively the rights and responsibility of the Employer.

ARTICLE III

TERRITORIAL AREA AND JURISDICTION OF WORK

Section 1. The terms and conditions of this Agreement shall be effective in the geographical area described and embracing the City of Baltimore, and the Maryland counties of Baltimore, Harford, Cecil, Howard, Anne

Arundel and Carroll.

Section 2. The Employer agrees to pay no less than the scale of wages, to work within the scheduled hours, to conform and abide by the terms and conditions of employment, to abide by the working rules as set forth in this Agreement and to observe the trade jurisdiction of the Union on all work in the geographical area covered by this Agreement.

Section 3. The Employer hereby recognizes and acknowledges the work jurisdiction of the UNION as set forth in the Constitution of the Laborers' International Union of North America and any other work jurisdiction it may acquire and agrees to abide by said jurisdiction in the assignment of all work covered by this Agreement.

Section 4. The work jurisdiction claimed by the Union in this Agreement shall apply only to *building construction work and all finishing work* in connection with the construction of stations on the Baltimore Region Rapid Transit System. The Union claims all work relating to the loading, unloading, handling and distribution of all materials, equipment, fixtures and furnishings; and shall operate all water pumps under four (4) inches, towmasters, scootcretes, power post hole diggers; pneumatic, electric and gasoline tampers and

rammers, buggymobiles, brick hops, brick buggies and other machines of similar character and shall load, unload, tend and signal when necessary. The Union has jurisdiction in the following and over such other work as it shall acquire and the Employer agrees to recognize and abide by this jurisdiction.

Helpers: Helping mechanics or apprentices of any or all crafts. Helping shall consist of rendering assistance of a non-apprentice or skilled nature to any building and construction craftsman or apprentice, including laborer.

Tenders: Tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of the preparation of materials and loading, unloading, handling, distribution and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanics, whether by hand, bucket, hod, wheelbarrow, buggy, cart or other motorized unit used for such purpose, including all fork lifts when tending masons and plasterers. The loading, unloading, handling and distribution of all materials, fixtures, furnishings and appliances to approximate point of installa-

tion. Drying of plaster, concrete, mortar or other aggregate, when done by salamander, space heaters or any other drying process. Cleaning and clearing of all debris, including cleaning of windows, scraping of floors, removal of surplus material from all fixtures *within confines of structure* and the cleaning of all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and the removal and loading or burning of all debris including crates, boxes and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas. The ageing, curing, and waterproofing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of building, structures and airports, by any mode or method. The removal and cleanup of lead, asbestos, hazardous and toxic waste and other health hazard materials, by any mode or method.

Scaffolds: Erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and

removal of all staging, swinging and hanging scaffolds including maintenance thereof. The dismantling of said scaffolds as well as the preparation for the foundation on mud-sills for said scaffolds and the maintenance of same shall be done by Laborers. Where multipurpose scaffolds are built by Carpenters they shall be tended by Laborers. Laborers shall erect, operate, maintain and dismantle all access satellite elevating type work platforms (scaffolding).

Excavations and Foundations: Excavation for buildings, digging of trenches, piers, foundations and holes; digging, lagging, rock bolting, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site, including areas adjacent or pertinent to building construction site; installation of temporary utility lines. On-site preparation and right-of-way clearance for construction of any structures. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timbers on building construction sites. Choker setters, off bearers, lumber handlers and all laborers connected

with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi and skilled labor, such as filling of sand bags, handling timber and loading and unloading of same.

Concrete, Bituminous Concrete and Slurry Aggregates: Concrete, bituminous concrete, or slurry aggregates for walls, footings, foundations, floors or for any other construction. Unloading, mixing, handling, conveying, pouring, vibrating, gunniting, signaling and otherwise placing concrete or slurry aggregate, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies, machines of similar character, whether run by gas, diesel or electric power. When concrete or slurry aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket, placing of concrete or slurry aggregates, whether poured, pumped, gunnited or placed by any other process. The assembly, uncoupling of all connections and

parts of or to equipment used in mixing or conveying concrete, slurry aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, spreading, flowing, puddling, leveling and where prestressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form by hand, mechanical means, grindstones or air or water. The set up and operation of lasers. The carrying of reinforcing rods for concrete. The stripping of forms, other than panel forms which are to be reused in their original form, and the stripping of forms on all flat arch work. The moving, cleaning, oiling and carrying of all forms to the next point of erection. The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

Sewers, Drains, Culverts and Multiplate
(In connection with building construction):
Unloading, sorting, stockpiling, wrapping,

coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing; breaking of concrete, back-filling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, including the set up and operation of lasers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers, and all pipe for drainage. Unloading, handling, distribution, assembling in place, bolting and lining up of sectional (multi-plate) metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe for main sewer or side sewer to building or structure except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multicell conduit or multi-purpose pipe, and the unloading, handling, distribution and installation of PVC conduit (single and multiple raceway). Cutting of holes in walls, footing, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or

other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspool and drain fields.

Underpinning, Lagging, Bracing, Propping and Shoring: Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

Signalmen: Signalmen on all construction work defined herein, including traffic control signalmen at construction sites.

General Excavation and Grading: The clearing, excavating, filling, backfilling, grading and landscaping of all building construction sites and all labor connected therewith, including chainmen, rodmen, grade markers, all erosion control related work such as the installation of silt, fences, haybales, temporary drains, rip-rap, gabions, seeding and landscaping, and dismantling and/or removal thereof.

Factories: All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and *stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glass, windows, walls, restrooms, and furniture; all environmental related work such as asbestos abatement, lead abatement, industrial and/or hazardous waste abatement, removal and cleaning.*

General: Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, tool-room men, park, sports arena and all recreational center employees, utilities employees, horticultural and agriculture workers, garbage and debris handlers and cleaners.

Wrecking: The wrecking or dismantling of

buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting torch or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All removal, handling and cleanup of lead, asbestos, hazardous and toxic waste and other health hazard materials, by any mode or method. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

Environmental: All asbestos abatement, lead abatement, industrial hazardous and nuclear waste abatement, removal and cleaning; abatement, removal and cleaning of any and all other health hazard materials by any mode or method in locations within the Union's jurisdiction.

Studio Utility Employees: All such work as herein described as may be pertinent to and part of the operation of motion picture and other related types of studios.

Use of Tools: Operation of all hand, pneumatic, electric motor, combustion or air-driven tools or equipment necessary for the performance of work described herein.

Miscellaneous: All such work and jurisdiction as may have been acquired by reason of amalgamation or merger of former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Well Points: Installation of well point systems on all work.

ARTICLE IV UNION SECURITY

Section 1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members, 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 become and remain members 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 the Union. Failure of any employee to comply with the provisions of this Article shall, upon request of the UNION, result in the termination of such employee. For the purpose of this Section, "union membership" shall mean that an employee tenders the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union to the extent permitted by law.

ARTICLE V CHECK-OFF

Section 1. During the term of this Agreement, and 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 agrees to deduct once each week from the wages of each employee covered by this Agreement who signs said authorization an amount as properly established and promulgated by the Laborers' District Council. The authorization for check-off of dues shall be obtained at the

same time as the tax withholding W-4 form is executed. Should an employee refuse to sign the authorization, the Employer will notify the Union immediately.

Section 2. The amount deducted shall be sent, along with the fringe benefit payments and report forms required under Article XVII to the Laborers' Benefit Funds at 6650 Belair Road, Baltimore, Maryland 21206 (as receiving agent for the Laborers' District Council and its affiliated Local Unions) once each month on or before the twentieth (20th) day of the month following the month in which the required amount is deducted.

ARTICLE VI REFERRAL AND HIRING

Section 1. To provide an efficient, competent, and safe system of production in the construction industry; to eliminate the evils of casual employment; to secure a fair distribution of employment and a living wage to those workers who must gain their livelihood from the industry to which they contribute their labor, and to provide an orderly procedure of referral of individuals to employment, there is hereby established this plan of referral between the Union and the Employer.

1. Key employees may be employed by

the Employer. The number of key employees shall be determined at the pre-job conference, but shall not exceed a number greater than ten percent (10%) of the laborer workforce of the requesting Employer on that specific project except with the express permission of the respective local union in whose territorial jurisdiction the work is being performed. Employees who have worked for the requesting Employer for more than ninety days in the past two-year period may be referred for employment to the requesting Employer without regard to their position on the group list. Seven (7) days prior to the beginning of any project, the Employer shall notify the Baltimore/Washington Laborers' District Council of the project location and its starting date. If either party requests a pre-job conference then both parties shall meet within seventy-two (72) hours of said request.

2. The Employer shall notify the Union of the need for all other workers and shall not recruit individuals directly or hire additional individuals not referred by the Union.

3. The Employer in requesting referrals shall specify to the Union (a) the number and classification of workers required, (b) the location of the project, (c) the nature and type of construction involved, (d) the work to be performed and (e) such other information as deemed essential by the Employer in order to enable the Union to make *proper referral of individuals*.
4. Registration and selection of individuals for referral to the job shall be on a non-discriminatory basis and shall in no way be affected by union membership, bylaws, rules, regulations, constitutional provisions, and any other aspect or obligation of union membership policies or requirements.
5. The Employer reserves and shall have the right to accept or reject any individual referred by the Union subject to the appellate procedure provided for herein.
6. The Employer shall not request the referral of more workers than the number of available jobs. If he does, those workers referred but not employed shall be reimbursed in the amount of two (2) hours pay for the job to which they were referred.

7. Registration and referral of applicants shall be in accordance with the following plan:

- (a) Initial applicants for registration and referral must be (a) eighteen (18) years of age at the time application is made, (b) must be in good mental health and physically able to perform any task assigned, and (c) must have completed the Basic Skills course as administered by the Baltimore/Washington Laborers' District Council Training Fund.
- (b) Registration of applicants for referral shall be at the Local Union Office between the hours of 6:30 a.m. and 8:00 a.m., Monday of each week. These registration periods shall be established by the Union and notification thereof shall be given to all interested parties by posting in the Union Office and on the job sites in conspicuous locations.
- (c) Registration for the referral lists shall only be valid for the calendar month in which registration was made. Non-members shall be subject to an eight dollar (\$8.00) administrative fee for each calen-

dar month in which they request to be registered.

- (d) The Union shall require all job applicants that have not previously registered to submit a resume of experience and qualifications in their proper group and whether they are qualified to perform the various requisite skills of the craft and thereby be eligible for registration and/or referral. One of the first individuals referred shall be a steward qualified by the Union.
- (e) The Union shall register all applicants for employment on the basis of the groups listed below, each applicant shall be registered in the highest priority group for which he qualifies.

GROUP A — all individuals applying for employment who have been employed as construction laborers for a minimum of 300 hours for each of the last three years, but not less than 2,000 hours for the entirety of that period, by any employer signatory to an agreement with a union affiliated with the Baltimore/Washington

Laborers' District Council, Laborers' International Union of North America, AFL-CIO, which contains a referral procedure substantially similar to that established herein; and who have maintained residence in the past year within the geographical area of the normal construction labor market.

GROUP B — all individuals active and available for work in the Apprenticeship Program to be referred by Union and employed by the Employer in accordance with Article XXV of this Agreement.

GROUP C — all individuals applying for employment who have been employed as construction laborers for a minimum of 150 hours for each of the last three years, but not less than 1,000 hours for the entirety of that period, by any employer signatory to an agreement with a union affiliated with the Baltimore/Washington Laborers' District Council,

Laborers' International Union of North America, AFL-CIO, which contains a referral procedure substantially similar to that established herein; or individuals who have satisfactorily completed the required courses as provided by the Baltimore/Washington Laborers' District Council Training Fund.

GROUP D — all individuals applying for employment who have worked as construction laborers for the past two or more years and who have for the past year or more held residence within the geographical area constituting the normal construction labor market.

GROUP E — all other individuals applying for employment.

8. The Union shall maintain each of the separate group lists set forth above which shall list the individuals within each group in the order they registered as available for employment.
9. The Union shall refer individuals to the Employer by first referring individuals in group "A" in the order of their place

on said list and then referring individuals in the same manner successively from the list in group "B", then group "C" and then group "D". Any individual who is rejected by the Employer shall be returned to the appropriate place within his group and shall be referred to another Employer in accordance with the position of his group and his place within the group. If an individual is referred for employment and is actually employed on a job for more than three (3) days, his name shall be removed from the list until such time as his employment has been terminated at which time he shall be registered at the bottom of the appropriate list under which he is entitled to be registered. If an individual, upon being referred in regular order, refuses to accept the referral, his name shall be placed at the bottom of the appropriate list under which he is entitled to be registered. Individuals referred to employment and failing to report to the jobsite at the designated time, and, on the designated date, shall not be eligible to re-register for referral for a period of thirty (30) days from the date of the previous referral. Individuals voluntarily quitting

or walking off jobs three times within any twelve month period shall not be eligible to re-register for referral for a period of one year from the date of the third incident. Individuals that are referred to employment and who are discharged for cause on three occasions within a ninety day period, will not be eligible to re-register for referral for a period of one year from the date of their third incident.

10. In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for workers within a forty-eight hour period after such requisition is made by the Employer (Saturdays, Sundays, and holidays excepted), the Employer may employ individuals directly at the job site. In such event the Employer will notify the Union of the names and dates of such hirings.
11. The Union, its officers, agents and representatives undertake no obligations to search for or by any means locate an applicant on the current applicable referral list who cannot be contacted by phone within a two (2) hour period from the time of the Employer's request.
12. The order of referral set forth above

shall be followed except in cases where Employers require and call for individuals possessing specific skills and abilities in which case the Union shall refer the first individual on the register possessing such special skills and abilities.

13. In the event any individual is aggrieved, (1) with his failure to qualify for registration, or (2) with his group classification or (3) with his order of referral, or (4) by the action of the Employer in connection with hiring, he may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of the registration and referral office, a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An appellate tribunal consisting of an Employer representative, a Union representative, and an impartial chairman appointed jointly by the Employer and Union shall consider the grievance and render a decision which shall be final and binding. The appellate tribunal is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, or subtract from, or modify any of the provisions of this Article and its

decisions shall be in accordance with the provisions of this Article.

14. The Employer and Union shall post in appropriate places where notices to employees and applicants are customarily posted, all provisions related to the referral arrangement set forth in this Article.
15. A separate list shall be maintained for trainees enrolled in the training program operated by the Baltimore/Washington Laborers' District Council Training Fund. When a trainee is requested, he shall be referred on the basis of his skills and standing on the trainee list. No individual may register for employment as a laborer and a trainee at the same time.
16. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the Union's referral plan, including the operation of the plan, so long as the Employer's course of conduct is in compliance with the foregoing referral procedure.

ARTICLE VII COOPERATION

Section 1. The UNION agrees to cooperate with the Employer in every respect and will recognize the Employer as fair to union labor and agrees to make this fact known to all persons requiring the services of the Employer.

ARTICLE VIII NO STRIKE, LOCKOUT, GRIEVANCE AND ARBITRATION

Section 1. During the term of this Agreement and any renewals or extensions thereof, the Employer shall not engage in any lockout, and the UNION shall not engage in, sanction or condone any work stoppage or work disruption on any job in which any Employer bound by this Agreement is engaged, whether by strike, slowdown or other disruptive practice; provided that it shall not be a violation of this Agreement in the event that:

- (a) an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line, including picket lines at the Employer's place or places of business.

- (b) the UNION orders a work stoppage due to the failure of the Employer to timely comply with the grievance and arbitration procedure in Section 2 or to comply with a decision of any arbitrator. It is agreed that nothing herein shall prevent the Union from taking appropriate legal action to compel observance of this Agreement of an arbitrator's decision;
- (c) the UNION orders a work stoppage due to the failure of the Employer to pay the agreed upon wage rates or to make timely remittance to the Union of monies that have been withheld for dues check-off; and
- (d) the UNION orders a work stoppage pursuant to Section 7 of Article XVI (entitled "Fringe Benefits").

Section 2. In the event any dispute or grievance shall arise concerning any matter covered by the terms and conditions of this Agreement, excluding those matters which are solely matters of management prerogative, the party claiming to be aggrieved or seeking any action by the other party shall first present the grievance or dispute to the affected Employer or to the UNION job steward, as the case may be,

within forty-eight (48) hours after the reason for the grievance occurred. If such grievance or dispute shall not have been settled to the satisfaction of the parties within forty-eight (48) hours of its presentment to the affected Employer or to the Union's steward, either the Union or the affected Employer, and only the Union or the affected Employer may, in writing, request the Chairman of the Division's Labor Committee to appoint a two (2) member committee to meet with an equal number of representatives of the Union to consider the grievance or dispute. If the grievance or dispute is not resolved to the satisfaction of the parties by the joint committee within ten (10) working days of receipt of the written request, unless such time period is extended by the written agreement of the parties, either party may apply to the Federal Mediation and Conciliation Service for a list of arbitrators from which the parties shall select an arbitrator within twenty-four (24) hours of receipt of the list, by each party alternatively striking names until one (1) name remains. The arbitrator so selected shall hear and determine the dispute within ten (10) days from the date of his selection, if at all possible, and the parties shall cooperate in every way necessary to assist the arbitrator in facilitating disposition

of the matter. The fee of the arbitrator shall be shared equally by the Employer involved and the Union, and his decision shall be final and binding upon the Employer, the Union and any employee or employees involved.

Section 3. The Union agrees that it will not engage in a work stoppage or picketing on account of any matter relating to the work jurisdiction of the Union or of any other union on a job site but the Union shall not be responsible for the personal decision of any employee to honor any such picket line.

ARTICLE IX WAGES AND HOURS

Section 1. The Employer shall pay no less than the hourly rates set forth in the schedule of wages which is part of this Agreement. The Employer shall, when making payments of wages, include a statement consisting of the firm name, amount of hours and the amount of gross wages and deductions.

Section 2. All wages are to be paid weekly on the job during work hours in United States currency and/or by registered or insured payroll check. Not more than three (3) days are to be withheld for payroll purposes by the Employer, except by agreement with the UNION, said agreement shall apply to one

designated job only.

Section 3. If any employee is terminated from employment by the Employer or its representatives, he or she shall be paid off immediately, and if required to report to an off-site office, shall be paid two (2) hours extra, night work and shift work excepted, or if he or she is not paid off shall be paid for all waiting time that he or she is forced to wait until paid. If an Employer's payroll office is located outside of the Baltimore metropolitan area, the Employer shall have twenty-four (24) hours from the time of the employee's termination in which to pay the terminated employee in full (Saturdays, Sundays and holidays excluded).

Section 4. If, as a result of the Employer's negligence, an employee is not paid in a timely manner, the Employer shall pay the employee for all waiting time at the regular hourly rate of pay. It is clearly understood that this penalty shall not be imposed if the Employer presents evidence of a reasonable excuse acceptable to the Union.

Section 5. Employees shall be allowed a regular lunch period of one-half (1/2) hour. Any employee required to work during the regular lunch period shall eat on the fly and receive one-half (1/2) hours pay at the straight

time rate.

Section 6. Employees shall be allowed a break of ten minutes daily between the hours of 8:30 a.m. and 10:30 a.m. at the place of work, except in designated hazardous waste danger zones.

Section 7. Saturday of the same weekly payroll period shall be considered as a make-up day at straight time rate of pay if forty (40) hours of work are available during the same weekly payroll period and are not worked as a result of adverse weather conditions or if the employee fails to work all of the available hours. The refusal of any employee to work on the makeup day will be cause for discharge. It is also understood that additional employees will be furnished by the Union for the Saturday makeup day if the Employer so requests.

Section 8. When agreed to by other trades working on a job, the Employer may establish for all or any portion of his employees a workweek consisting of four (4) ten (10) hour days. If a four (4) ten (10) hour day workweek is established, then Friday and Saturday of the same workweek shall be considered make up days and employees shall be paid at the straight-time rate of pay on Friday and Saturday up to the point at which they achieve

forty (40) hours provided they previously failed to work forty (40) hours during the workweek due to adverse weather conditions.

Section 9. The regular hours of work on a single shift operation shall be either eight (8) hours of continuous employment if a five (5) day workweek is observed, or ten (10) hours of continuous employment if a four (4) day workweek is observed and, in either case, shall be performed between the hours of 6 a.m. and 5 p.m., unless other hours are established by mutual agreement of the Employer and the Union.

ARTICLE X OVERTIME AND HOLIDAY PAY

Section 1. All time in excess of eight (8) hours per day, Monday through Friday if a five (5) day workweek is observed; all time in excess of ten (10) hours per day, Monday through Friday, if a four (4) ten (10) hour day workweek is observed; and all work performed between the hours of midnight Friday up to and including midnight Saturday shall be paid for at the rate of one and one-half (1-1/2) times the basic rate. All work performed between the hours of midnight Saturday up to and including midnight Sunday and on holidays, shall be paid for at the rate of two (2)

times the basic rate. The holidays referred to herein are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Whenever the above holidays occur on Sunday, they shall be celebrated on the following Monday and when they occur on Saturday, they shall be celebrated on the preceding Friday except when another day of celebration is established by the *Baltimore Building and Construction Trades Council*. Any employee who wants to celebrate Martin Luther King's Birthday may do so without pay and without being subject to disciplinary action provided the employee gives at least two (2) days advance notice; however, work performed on Martin Luther King's Birthday will not be subject to the automatic overtime requirements imposed by this Section.

ARTICLE XI 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 where upon request by the Employer

and after investigation by the District Council, it is determined 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 shift work unless it continues for at least three (3) consecutive work-days.

Section 2. Where a particular part of a job or a specific operation is worked as a two (2) or more shift operation, the shift rates shall apply only to the men employed on such particular part of the job or specific operation.

Section 3. Employees shall be allowed a ten (10) minute break on each shift.

ARTICLE XII LABORER FOREMEN

Section 1. When a Laborer Foreman is not required, Laborers (except tenders) shall be supervised by Laborers. All provisions of this Agreement shall be applicable to said Foreman. Foremen shall be guaranteed forty (40) hours pay per week provided they make themselves available to work when required by the Employer.

ARTICLE XIII

HEALTH AND SAFETY

Section 1. The Employer recognizes the importance of safety provisions on the job for the protection of the health, life and limb of its employees and agrees that it shall make every reasonable effort to provide for the safety of its employees on the job.

Section 2. The Union shall have the right to make recommendations concerning safety provisions on any job site.

Section 3. The Employer shall provide adequate sanitary provisions on the job site.

Section 4. The Employer shall furnish drinking water and sanitary cups at all times with ice in warm weather.

Section 5. The Employer shall furnish all necessary tools, boots, rain gear and equipment which shall be checked in and out during working hours. The employee shall be responsible for all lost articles.

Section 6. The Employer shall provide adequate shelter for its employees covered by this Agreement to change clothes, etc. wherever possible. Said place to be for the use of said employees exclusively and no tools or supplies shall be stored there. Heated facilities are to be supplied by the Employer in cold weather.

ARTICLE XIV ACCESS TO JOB SITE

Section 1. The Business Representatives of the Union shall be allowed access at any time during the working hours to any job or operation being performed by the Employer but shall advise the Employer of their presence prior to entering the workplace. Said representatives shall enter work areas at their own risk and shall comply with all safety rules in effect on the job.

ARTICLE XV STEWARDS

Section 1. The Business Representative of the Union shall have the right, after consultation with the Employer, to appoint a Steward or Stewards on the job where members of the Union are employed. If it is determined that there is no qualified employee on the job to serve as Steward, the Union shall furnish a Steward who shall be the next employee hired by the Employer. The Steward shall be allowed time to perform the customary duties of a Steward. The Steward shall have absolutely no authority to call or cause any work stoppage. The Steward shall be assigned to the highest classification of work available that he is capable of performing. The Steward

shall be employed at all times whenever work coming under the jurisdiction of the Union is being performed on the job site, provided the Steward is qualified to perform the work being performed, including all overtime, Saturday, Sunday and holiday work. The Employer may transfer a Steward from jobsite to jobsite provided he notifies the appropriate Local Union of the intended transfer before the transfer is made.

ARTICLE XVI FRINGE BENEFITS

Section 1. HEALTH AND WELFARE FUND. In order to provide health and welfare benefits to employees covered by this Agreement and their dependents, the Employer shall pay the sums hereinafter set forth to the Construction Workers' Trust Fund (the "Fund"), Baltimore, Maryland, for each hour worked by each employee covered by this Agreement:

Commencing April 1, 2005— Two Dollars and Forty-Five Cents (\$2.45) per hour. *

The Union and Employer recognize and agree that the Employer's contributions to the Fund include the Employer's portion of FICA and FUTA taxes paid on the weekly disability benefit provided by the Fund to the

Employer's employees and former employees and therefore the Fund will pay the Employer's share of the FICA and FUTA taxes on such benefits.

Section 2. PENSION FUND. In order to provide pension benefits to employees covered by this Agreement, the Employer shall pay the sums hereinafter set forth to the Baltimore/Washington Laborers' District Council Pension Fund (the "Fund"), Baltimore, Maryland, for each hour worked by each employee covered by this Agreement:

Commencing April 1, 2005— Seventy-five cents (\$.75) per hour.*

Section 3. VACATION FUND. In order to provide vacation benefits to employees covered by this Agreement, the Employer shall deduct as a checkoff from employees and pay the sums hereinafter set forth to the Baltimore/Washington Laborers' District Council Vacation Fund (the "Fund"), Baltimore, Maryland, for each hour worked by each employee covered by this Agreement:

Commencing April 1, 2005— One Dollar (\$1.00) per hour.

*Effective 4-01-03 and 4-01-04 employees will receive an increase of \$.50 hourly which will be allocated between wages and benefits as determined by the Union after consultation with the Employer.

Section 4. TRAINING FUND/LECET/-
Labor Management. In order to insure adequately trained manpower to perform the work covered by this Agreement, the Employer shall pay the sum hereinafter set forth to the Baltimore/Washington Laborers' District Council Training Fund (the "Fund"), Baltimore, Maryland, for each hour worked by each employee covered by this Agreement:

Effective April 1, 2005— Twenty-eight cents (\$.28) per hour for each hour worked.

Any amounts needed for the Laborers-Employers Cooperation Education Trust and the Labor-Management Committee shall be taken from the amounts paid to the Training Fund.

Section 5. Unless otherwise directed by the Trustees of any of the Funds listed in Sections 1 through 4 hereof, the Employer shall remit all payments due under this Article XVI, together with the dues check-off required by Article V, and the Construction Industry Advancement program payments required by Article XX in one (1) check, (and on a remittance report form furnished by Laborers' Benefit Funds) and must be submitted weekly on the third business day after the end of the week for which the payment is due and payable to the order of Laborers' Benefit

Funds, as the receiving agent for such funds, unless permission to submit same on a monthly basis and/or to submit by mail directly to the Fund Office, 6650 Belair Road, Baltimore, Maryland 21206, is granted by the Trustees of the various funds. If payment is due monthly it must be made by the twentieth (20th) day of the month after the month for which the payment is due. All Employers covered by this Agreement who are members of the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc., and its affiliated organizations may submit payments and forms by mail to the various funds on a monthly basis. Any payment which is not made in full or any report which is not completed in full will not comply with the requirements hereunder. If an Employer has no covered employees during a reporting period, he shall still file a remittance report duly noting there were no covered employees during the period.

Section 6. The Employer agrees to abide by the terms and conditions of the Agreement and Declaration of Trust of each of the Funds listed in Sections 1 through 5 of this Article XVI, as heretofore and hereafter adopted by the Trustees pursuant to such Agreements, as amended. The Employer accepts the

“Employer Trustees” heretofore or hereafter designated pursuant to such Trust Agreements as his representatives to administer such Funds. The Employer hereby ratifies all action already taken or to be taken by the Trustees of each of the Funds within the scope of their authority.

Section 7. *Notwithstanding anything in this Agreement to the contrary, if the Employer shall fail to properly and timely report and/or pay on all employees covered by this Agreement the Union may, at its option, strike and/or picket said Employer on the day following the day on which such payments and/or reports are due or at any time thereafter, and said strike and/or picketing may be continued until such time as the Employer properly reports and/or makes the required payments plus any liquidated damages and interest which may have accrued thereon.*

Section 8. *The Employer and the Union recognize and acknowledge that the regular and prompt payment of the payments required to be made under Sections 1 through 5 of this Article are essential and that it would be extremely difficult to fix the actual expense and damage to the Funds, to the Union and to the employees which would result from the failure of the Employer to make such payments within the time provided by Section 6*

hereof. Accordingly, the amount of damage resulting from each such failure shall be presumed to be the sum of Fifty Dollars (\$50.00) per delinquency or twenty percent (20%) of the amount due, whichever is greater, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date on which such payment became delinquent, and shall be in addition to the delinquent payment. In addition, interest at the rate of 18% per annum of each monthly delinquency shall be paid from the date of delinquency.

Section 9. The Employer agrees to send with its required payments under this Article a remittance report form in the format prepared by the Funds setting forth for each employee who worked during the month for which the payments are made his name, social security number, the hours worked during the month and such other pertinent information as may be required. If the Employer should fail to submit a remittance report setting forth the information required to be stated thereon, the statute of limitations with respect to such failure on any amount which should have been remitted to the Funds therewith shall not begin to run until the Employer complies with its duty to report on all employees. The Employer

hereby waives the defense of the statute of limitations on suits to collect payments due but not reported to the Funds.

Section 10. Any Employer required to make payments under this Article shall, upon demand of the Trustees, deposit with any of the Funds listed in Sections 1 through 4 of this Article the sum of Ten Thousand Dollars (\$10,000.00) per fund, or a bond in a form acceptable to the Trustees of the Fund for the same amount. At the termination of this Agreement, any sum or bond on deposit and not applied to unpaid payments shall be returned to the Employer or its successor without interest. The Union agrees that the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc. may make the payments or post the bond required by this Section for its members who have given it written authorization to negotiate with the Union and further agrees that the maximum payments or bond to collectively cover all such members shall be limited to Ten Thousand Dollars (\$10,000.00).

Section 11. The Employer hereby acknowledges that the Trustees of the Funds listed in Sections 1 through 4 of this Article have a substantial interest in the enforcement of the provisions of this Article for the benefit of the

employees covered by this Agreement. Accordingly, the Employer agrees that the Trustees shall have the right, through their designated representative, to inspect, audit and copy the payroll records of the Employer with respect to employees covered by this Agreement, to sue for the collection of any sums due under this Article without the necessity of joining the Union or any employee or any other party in such action, and generally to enforce the provisions of this Article as fully as if they were parties hereto. Upon request of the Trustees of the Construction Workers' Trust Fund, the Employer agrees to execute a standard Health and Welfare Agreement used by the Fund.

Section 12. Upon notice to the Employer by the Union that a subcontractor of the Employer is delinquent in payments to Laborers' Benefit Funds, or any Union Trust Fund for which Laborers' Benefit Funds act as collection agent, the Employer shall immediately withhold from any payments becoming due such subcontractor, an amount sufficient to pay the amount of the delinquency, or a reasonable estimate thereof plus an amount estimated to cover the amount expected to be due for the current reporting period. Such sum shall be withheld until the subcontractor presents proof that it has paid the delinquent

amount and the payment for the current reporting period. It is understood and agreed that the Employer shall only be obligated to withhold that amount of said delinquency that was incurred by said subcontractor as a subcontractor of the Employer. The Employer may discharge its obligations under this Section by issuing a check payable jointly to the subcontractor and Laborers' Benefit Funds for the amount being withheld.

ARTICLE XVII LABORERS' POLITICAL LEAGUE (LPL)

During the life of this Agreement, the Employer agrees to deduct two cents (\$.02) per hour from the pay of each employee as a voluntary contribution to Laborers' Political League (LPL), provided that each such employee executes or has executed an appropriate P.A.C. checkoff authorization form. The Employer further agrees to continue to deduct the voluntary contributions to said Political Action Committee from the pay of each employee for whom it has on file an unrevoked P.A.C. authorization form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in the P.A.C. checkoff

authorization form, together with the provisions of this Section of the Agreement.

The amount deducted shall be sent, along with the fringe benefit payments and report forms required under Article XVI, to the Laborers' Benefit Funds at 6650 Belair Road, Baltimore, Maryland 21206 (as receiving agent for the Laborers' District Council and its affiliated Local Unions), once each month on or before the twentieth (20th) day of the month following the month in which the required amount is deducted.

ARTICLE XVIII

SUBCONTRACTOR NOTIFICATION

Section 1. The Employer agrees that in order that all monies and payments due the Funds under this Agreement are properly paid, the Employer will notify the Union of each and all of its subcontractors employing members of the Union on all of its jobs.

**ARTICLE XIX
SCHEDULE OF WAGE**

Section 1. Hourly wage rates for Laborers on all work under the terms of this Agreement shall be:

Classifications	Rates Per Hour		
	4-1-05	4-1-06	4-1-07
General Laborers - Flaggers, tool and material handlers (except tenders), clean-up, janitors, truck checkers, dumpmen, spotter, landscape laborer, mulcher, chainman/ rodman, watchmen, (including fire watchmen).	\$13.38	\$13.48	\$13.58
Construction Laborers - All Laborers not otherwise classified.	\$14.23	\$14.33	\$14.43
Semi-Skilled Laborers - Power tool operator, pipe layers, potman, drillers, concrete laborers, signalmen, small machine operators, laser beam operators, scaffold builders, caisson laborer, jack hammer operator, (80 lbs. and over).	\$14.54	\$14.64	\$14.74

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	Rates Per Hour		
	4-1-05	4-1-06	4-1-07
Skilled Laborers - Burners,* welders, nozzlemen, wagon drillers, powermen, concrete surfacer.	\$14.75	\$14.85	\$14.95
Asbestos/Lead Abatement**	\$15.66	\$15.76	\$15.86
Hazardous Waste Technician** Level "A" - Laborers working around hazardous substances requiring the highest level of protection for skin, eyes, and the respiratory system. This classification would include but not be limited to, the use of a positive pressure Full-Face (FF) Self-Contained Breathing Apparatus (SCBA) or positive pressure Supplied Air Line (SAR) with a totally encapsulated, chemical protective suit.	\$16.16	\$16.26	\$16.36

* When working 14' or higher the burner shall be paid \$2.00 per hour above the skilled rate.

** This rate will be paid only to Laborers who are certified Hazardous Waste Technicians while they are working with hazardous waste materials in the designated danger zone when required or specified by the Environmental Protection Agency.

	Rates Per Hour		
	4-1-05	4-1-06	4-1-07
<p>Level "B" - Laborers working around hazardous substances requiring a high level of respiratory protection, but less skin protection than level "A". This classification would include, but not be limited to, the use of a positive pressure, Full-Face (FF), Self-Contained Breathing Apparatus (SCBA) with chemical resistant clothing.</p>	\$15.66	\$15.76	\$15.86
<p>Level "C" - Laborers working in an environment where potential for unexpected inhalation of or contact with hazardous levels of any chemicals exist. Includes working around hazardous substances requiring respiratory and skin protection involving a full-face or half-mask Air Purifying Respirator (APR) with chemical resistant clothing.</p>	\$15.16	\$15.26	\$15.36

Leaders	\$15.24	\$15.34	\$15.44
Laborer Foreman	\$15.75	\$15.85	\$15.95
Mainline and Distribution			
Pipeline Laborer	Same as National Agreement		

Roof Deck Employees: All employees covered by this Agreement who install roof deck, poured gypsum, light weight concrete, or any other similar material (this includes employees working on the pumps) shall receive an additional twenty-five cents (25 cents) per hour over the basic rate.

For any classification of workers other than the classification listed above which is employed by the Employer and which comes under the jurisdiction of the Union but which is not covered by an Agreement, the wage rate will be negotiated at the time of employment.

ARTICLE XX CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM

Section 1. In recognition of the need for providing a means whereby construction industry employers can facilitate and supplement financing of 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. Effective April 1, 2005, each Employer

shall pay to the Construction Industry Advancement Program of Baltimore Maryland (hereinafter called the "CIAP") a sum equal to twelve cents (\$.12) for each hour worked by each employee covered by the terms of this Agreement. Said sum shall be paid to the CIAP Board consisting solely of representatives designated by the Maryland Chapter of the Associated General Contractors of America, Inc. and by the Employers who are not members of the Chapter 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. Payment to the CIAP shall be due and payable to the Laborers' Benefits 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 purposes 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, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage which would result to the CIAP from the fail-

ure of any 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 \$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 (1-1/2%) 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 reasonable attorney's fees) 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 propaganda against the Union. This Article shall be applicable only to an Employer who is subject to the terms, conditions and wages covered by this Agreement.

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 FORMS AND REPORTS

Section 1. The Employer agrees to complete, execute and submit all required government prevailing wage forms to the proper agency or the Union when required or requested to do so.

Section 2. The Employer agrees to confirm shop steward reports when requested to do so.

ARTICLE XXII EQUAL OPPORTUNITY

Section 1. 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, veteran status or physical or mental disability to the extent required by law.

ARTICLE XXIII SAVING CLAUSE

Section 1. If any part, or parts of this Agreement, now or at any time during the life of this Agreement are or become invalid by operation of law, that part or parts only shall become null and void. Upon learning of such an invalidation, the parties shall meet within ten (10) days thereafter to evaluate and address the impact of such invalidation.

ARTICLE XXIV DRUG AND ALCOHOL POLICY

The Employer and Union recognize that any drug and/or alcohol use in the workplace is an extreme safety hazard. To that end, both the Employer and Union strongly support any lawful and reasonably enforced drug and alcohol policy adopted by an employer to help ensure a safe working environment for employees.

ARTICLE XXV

MANDATORY APPRENTICESHIP

Section 1. New applicants for membership who cannot provide reasonable proof of 3200 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated by references as part of this Agreement.

Section 3. The Laborer Apprentice operates on a progressive wage scale as follows:

- 1st Period 800 hours @ 75%
- 2nd Period 800 hours @ 80%
- 3rd Period 800 hours @ 90%
- 4th Period 800 hours @ 95%

No Apprentice shall be paid below a minimum

rate of \$9.00 per hour.

Section 4. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

Section 5. The Employer shall pay an Apprentice the full fringe benefit package as described in this contract.

Section 6. Entry into the Apprenticeship Program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

Section 7. The Employer shall participate in the Apprenticeship Program by accepting the apprentices for employment upon referral by the Union. the Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.

Section 8. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.

Section 9. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

Section 10. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.

Section 11. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

ARTICLE XXVI DURATION OF AGREEMENT

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 caused this Agreement to be executed by the proper officers thereof on this ____ day of _____, 2005.

BALTIMORE/WASHINGTON LABORERS
DISTRICT COUNCIL
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

Clarence N. Logan

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

Stephen Kimball
Chairman, Labor Committee

**ACCEPTANCE BY CONTRACTOR
WHO HAS NOT AUTHORIZED
THE LABOR RELATIONS DIVISION
OF THE MARYLAND CHAPTER
OF THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC.
TO REPRESENT IT**

The undersigned Contractor accepts each and every provision of the foregoing **BUILDING AGREEMENT** between the Labor Relations Division of the Maryland Chapter of the Associated General Contractors of America, Inc. and the Baltimore/Washington Laborers' District Council, Laborers' International Union of North 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 Baltimore/Washington Laborers' District Council, Laborers' International Union of North America, AFL-CIO. Whenever the term "Employer" or "Employers" is used in said **AGREEMENT** said term shall include the undersigned Contractor.

NAME OF CONTRACTOR

Signature & Title of Authorized Officer:

Address of Contractor:

Date:

**ACCEPTED BY BALTIMORE/
WASHINGTON LABORERS'
DISTRICT COUNCIL
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**

Signature & Title of Authorized Officer:

Date:
