

# AGREEMENT

Effective: June 1, 2008

Expires:

May 31, 2011

between

Construction Contractors Council  
AGC Labor Division

and

Baltimore/Washington Construction & Public Employees  
Laborers' District Council, LIUNA  
Local 657 and Local 11



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**ARTICLE I**  
**PURPOSE**

Section 1. It is the intent and purpose of the parties hereto to promote harmonious economic and industrial relationships between The Construction Contractors Council – AGC Labor Division and the Employers and the Union; and to set forth therein the basic agreement concerning rates of pay, hours of work and conditions of employment between the parties to this agreement; and the parties mutually agree to perform dutifully the obligations imposed by this agreement.

**ARTICLE II**  
**PARTIES TO THE AGREEMENT**

The Construction Contractors Council-AGC Labor Division, Inc. is recognized by the Baltimore/Washington Construction & Public Employees Laborers' District Council and its Local 657 and Local 11, collectively referred to as "The Union" as the appropriate representative for establishing the area-wide collective bargaining agreement for the areas covered by this agreement.

The Construction Contractors Council and the Employers bound by this Agreement (referred to collectively as either the "CCC" or where the obligations of this agreement apply to all the Employers who employ members of the Union covered by this Agreement, as "Employers", or where reference is made to a specific one of the Employers, as "Employer") recognize the Union as the exclusive collective bargaining representative of all employees covered by this Agreement.

As a result, the Union recognizes the Construction Contractors Council as the representative of its member Employers, all other Employers who have authorized the Council in writing to represent them, and all other Employers which become signatory to this agreement. The names and addresses of the Employers who have authorized the Council to represent them, as of the effective date of this agreement are attached hereto. In addition, the Council will notify the Union, in writing, of any Employer which authorizes the Council to represent it, subsequent to the effective date of this Agreement, within a reasonable time after such action is taken.

The Union will notify the Construction Contractors Council, in writing of any Employer who becomes signatory to this agreement after the effective date within ten (10) days after the Employer becomes a signatory.

**ARTICLE III**  
**SCOPE OF AGREEMENT**

Section 1. Agreement shall cover all projects in the vicinity of Washington DC and the counties of Prince Georges, Montgomery, Charles, Calvert, and St. Mary's in the State of Maryland and the counties of Fauquier, Loudoun, Warren, Culpepper, Stafford, Spottsylvania, Caroline, Essex, Green, Orange, Frederick, Clark, Fairfax, Arlington, Alexandria, Shenandoah, Page, Rappahannock, Rockingham, Madison, King George, Westmoreland, and Prince William in the state of Virginia.

**ARTICLE IV**  
**REFERRAL OF EMPLOYEES**

Section 1. The Employer shall have the right to select and hire directly all supervisors it considers necessary and desirable. All Employees covered by the Agreement hired by an Employer on their project shall be referred to the Employer by the Union. The Employers shall have the right to determine the competency of all employees, the right to determine the number of employees required, and the sole responsibility for selecting the employees to be laid off, discharged, suspended or disciplined for proper cause. The Employers shall also have the right to reject any applicant referred by the Union and/or its respective Local Unions.

Section 2. The Union represents that Laborers' Local Union 657 and Local 11 administer and control their referrals and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with Laborers' International Union of North America Hiring Hall Procedures; as well as Federal, state and local laws and regulations which require equal employment opportunity and nondiscrimination.

Section 3. In the event Laborers' Local Union 657 and/or Local 11 does not refer the employees as requested by one of the Employers within a forty-eight (48) hour period after such

request is made by the Employer (Saturdays, Sundays and Holidays excluded), the Employer may employ applicants from any source including, but not limited to, other sites at which the Employer, its parents, subsidiaries or affiliates, may be performing work. However, employees recruited from other sources will be required to join the Union within seven (7) days, except as otherwise prohibited by law.

Section 4. The Employer agrees to be bound by the hiring referral rules in a local area not inconsistent with the terms of this Agreement. Where the hiring referral rules that prevail in a local area are on other than an exclusive basis, such rules shall be applicable if not in violation of either state or federal law.

Section 5. Laborers' Local Union 657 and Local 11 will exert its utmost efforts to recruit a sufficient number of skilled and certified craftsmen to fulfill the manpower requirements of the Employer. The Union agrees to engage in active recruitment of minority, female, disabled, and covered veteran applicants and to make every effort to refer to the Employer sufficient numbers of such applicants to assist in meeting required affirmative action goals, where applicable.

Section 6. Where government agencies impose affirmative action on the Employer's project, referral procedures shall be subordinate to such obligations.

Section 7. Upon notification to the Union, the Employer shall have the right to recall to employment within six (6) months of layoff employees previously assigned to work covered by this Agreement.

Section 8. In referring to employees in this Agreement, the masculine gender is used for convenience only and shall refer both to males and females.

## **ARTICLE V**

### **APPRENTICESHIP**

Section 1. New applicants for membership who cannot provide reasonable proof of 3,200 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 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.           Apprentice wage rates are as provided in Appendix A.

Section 3.           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 4.           The Employer may not employ an Apprentice until at least one Journeyworker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journeyworkers.

Apprentices will be referred to an Employer by the Union

Section 5.           An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

## ARTICLE VI

### HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1.           The standard workweek shall consist of forty (40) hours per week with one-half hour *each shift* designated as an unpaid period for lunch. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Section 2. All time worked in excess of forty (40) hours a week or ten (10) hours per workday and approved by the Employer in advance shall be paid at a rate of time and one half. Sundays will be paid at double time.

Section 3. It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such case, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

Section 4. Shifts may be established when considered necessary by the Employer.

Section 5. It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work could be necessary. On projects where job conditions require a change in the work day, work week, and/or shifts the Employer will implement the change upon notification to the Union.

Section 6. The recognized holidays shall be as follows:

New Years Day	Fourth of July	Thanksgiving Day
Christmas Day	Memorial Day	Labor Day
Day after Thanksgiving	Martin Luther King's Birthday	Veteran's Day

Recognized holidays will be on the same day as designated by the Federal Government for said holiday.

Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive double the straight time rate.

## **ARTICLE VII**

### **MANAGEMENT RIGHTS**

The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.

**ARTICLE VIII**  
**WAGE AND FRINGE BENEFITS**

Section 1. The classification of employment and minimum wage rates and fringe benefits shall be accordance with the wage Appendix (see Appendix A) attached hereto and made part of this agreement. Wage rates becomes effective the first payroll period following the effective date of the agreement.

Section 2. The Employer will be furnished appropriate trust documents by the Union covering funds into which contributions shall be made. The Employer will contribute to and be bound by bona fide trust funds covering employees under this Agreement. Trust Funds into which contributions shall be made are listed in Appendix A.

Section 3. If payments for contributions as defined above are not received from an Employer by the fund offices by the date prescribed by the appropriate trust fund documents for hours worked the previous month, the Fund office will notify the Employer of such delinquency. If after five (5) working days from such notice, all delinquencies have not been paid in full, it is agreed that the Union may take appropriate action it deems necessary in order to collect such delinquent contributions, and the Union will not be considered in violation of Article XII should a work stoppage occur.

Section 4. The Union shall provide active notice to CCC and all Employers within three (3) working days of every agreement that contains wage, benefit or fund contribution rates or any other modifications that vary from the conditions of this Agreement. All Employers may at their sole discretion utilize these variances as if they constitute an amendment to this Agreement.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this Agreement, excluding questions of jurisdiction of work, the dispute(s) shall be settled by means of the procedure set forth herein. No such grievance shall be



recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within ten (10) calendar days after the alleged violation was committed.

Section 2. A grievance shall be settled according to the following procedure:

STEP 1: The dispute shall be referred to the Steward of Laborers' Local Union 657 or Local 11 or his designated representative and the Project Superintendent and/or the Employer's representative at the project.

STEP 2: In the event that the Steward of Laborers' Local Union 657 or Local 11 and the Project Superintendent and/or the Employer representative at the project site cannot reach agreement within ten (10) calendar days after a meeting is arranged and held, the matter shall be referred to the Business Manager of Laborers' Local Union 657 and/or Local 11 and the Labor Relations Representative of the responsible Employer.

STEP 3: If the dispute is not resolved within ten (10) calendar days after completion of Step 2, the Employer and the Union shall choose a mutually agreed upon Arbitrator for final and binding arbitration. The impartial Arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The expense of the impartial Arbitrator shall be borne equally by the Employer and the involved Union.

## **ARTICLE X**

### **JURISDICTIONAL DISPUTES**

Section 1. There will be no strikes, no work stoppages or slowdowns, or other interferences with the work because of jurisdictional disputes.

Section 2. Project conditions do not always justify strict adherence to craft lines which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic review of the work assignments shall be made for the purpose of adjusting such assignments as appropriate to take care of changing needs.

Section 3. In the event of a jurisdictional dispute, the International Unions shall promptly assign International Representatives to meet with the Employer and attempt a settlement in the event of questions of assignment.

Section 4. If the International Representatives cannot reach agreement on the dispute, they shall jointly prepare and sign a complete statement of the facts and circumstances involved in the dispute, which shall be submitted to the respective General Presidents for final resolution.

## **ARTICLE XI**

### **GENERAL WORKING CONDITIONS**

Section 1. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to qualified individuals available in the local area. After giving such consideration, the Employer may select individuals from other areas. All foremen and/or general foremen shall take orders from the designated Employer representatives. Craft foremen shall be designated working foremen at the discretion of the Employer.

Section 2. The Local Union shall not coerce or in any way interfere with the Owner's personnel, operation or facilities at the project site. The Owner's right to contract directly with other companies for work at the project site shall not be limited, and the Union shall cooperate and not interfere with that Owner's operations.

Section 3. Slowdowns, standby crews, and featherbedding practices will not be tolerated.

Section 4. Individual seniority shall not be recognized or applied to employees working on projects under this Agreement.

Section 5. The Employer shall establish such reasonable project rules as the Employer deems appropriate. These rules will be discussed at the pre-job conference and posted at the project site by the Employer; any proposed changes to these rules after the pre-job conference have to be presented to Local 657 and/or Local 11 prior to amendment.

Section 6. Employees required to wear protective clothing, other than hardhats, goggles or boots, will be given sufficient time to go through the required procedures for dressing, undressing and decontamination and this shall be considered time worked. Employees that lose their issued personal protective equipment will be required to purchase his or her own equipment, subject to the supervisor's approval of the equipment.

Section 7. The Alcohol and Drug Abuse Policy previously in effect shall continue to be used by the Employers.

## **ARTICLE XII**

### **WORK STOPPAGES AND LOCKOUTS**

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, or slowdowns for any reason by the Union, its affiliated International, Local Unions, or by any employee and there shall be no lockout by an Employer.

Section 2. The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, or picketing at an Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activity that interferes with the normal operation of the project shall be subject to discharge.

Section 3. The Union shall not be liable for acts of employees for which it has no responsibility. The Union and Laborers' Local Union 657 and/or Local 11 will immediately

instruct, order, and use the best efforts of the office to cease any violations of this Article. The principal officer or officers of The Union and Laborers' Local Union 657 and/or Local 11 will immediately instruct, order, and use the best efforts of their office to cause the employees whom the Local Union represents to cease any violations of this Article. The Union and Laborers' Local Union 657 and Local 11 complying with this obligation shall not be liable for unauthorized acts of the employees it represents. The failure of the Employer to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

### **ARTICLE XIII**

#### **PAY PROCEDURE**

Laborers are to be paid weekly on the job, during working hours in legal United States currency or may be paid by check. The Employer shall not withhold more than five (5) working days pay unless mutually agreed upon by both parties. In cases where the delay in delivering the payroll is beyond the Employer's control, the laborers will accept their regular pay at the time of delivery, and sign a time receipt.

When an employee is laid off, he shall be paid immediately. Should the employee not receive all monies due him within one half (1/2) hour of the designated time of his layoff, and the employer had told the employee to wait for his pay, he shall be entitled to additional compensation for the time he waits at the prescribed basis rate. The additional money due the employee for waiting or pay correction shall be delivered to the Union hall the following day, or at the employee's request, it may be mailed to his place of resident.

When an employee is discharged, he shall leave the job at the request of the Employer and his paycheck will be mailed to the Union hall after the normal payroll process. If due to circumstances beyond the employer's control, the employee does not receive monies due at the designated time of discharge, the employee shall leave the job at the request of the employer and monies due shall be forwarded to the union hall.

In the event of payroll errors an employee must notify the Employer within three (3) working days of receipt of the paycheck in order to be subject to the grievance procedure.

Upon voluntary termination, employees must receive pay within (5) five working days of the normal pay period.

**ARTICLE XIV**  
**UNION REPRESENTATION**

Section 1. Authorized representatives of the Union shall have access to the project, provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the particular project.

Section 2. Laborers' Local Union 657 and/or Local 11 shall have the right to refer or designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. The Steward shall be concerned with the employees of the Steward's employer and not with the employees of any other employer.

Section 3. Where the Owner's personnel may be working in close proximity to the construction activities, the Union agrees that under any and all conditions Union representatives, Stewards, and individual workmen will not interfere in any manner with the Owner's personnel or with the work which is being performed by the Owner's personnel.

**ARTICLE XV**  
**SUBCONTRACTING**

Section 1. On any site of construction, alteration, or repair of a building, structure or other work, an Employer may not sublet, assign or otherwise contract or subcontract out any work which is covered by this Agreement to any person, firm, corporation, contractor, employer or association which is not signatory to this agreement, except as set forth in this article.

On occasion, when considering whether or not to undertake certain kinds of work, an Employer may not be able to find a contractor who is signatory to this Agreement who is ready and able to perform this work for that Employer or who is able to perform the work at a lower price than a non-signatory contractor.

In order to induce Employers who are represented by the Union under this Agreement to seek and acquire work, an Employer may subcontract work otherwise covered by this Agreement to contractors who are not signatory to this Agreement, under either of the following conditions:

- a) When the work is not usually performed by that Employer; or
- b) The Employer attempted to assign the work to one or more subcontractors who are signatory to this Agreement and no qualified signatory subcontractor was ready and able to perform the work in question at a lower price than that offered by a non-signatory contractor.
- c) An Employer involved must notify the Union and be able to demonstrate that in fact no qualified subcontractor who is signatory to this Agreement is ready and able to perform the work in question.
- d) In addition, the effect of the assignment of work to a non-signatory subcontractor shall not deplete the amount of work routinely performed by an Employer under this Agreement.
- e) In all other respects the other terms of this Article shall apply.

**ARTICLE XVI**  
**GENERAL SAVINGS CLAUSE**

If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provisions in question.

If any Article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

**ARTICLE XVII**  
**DURATION**

This agreement shall be in full force and effect from June 1, 2008 to and including May 31, 2011, 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 May 31, 2011, or any subsequent anniversary date thereafter.

Such notice shall be deemed to have been given when properly addressed to the CCC or the Union and deposited into the federal mail service by certified return receipt.

Negotiations shall commence on a new agreement or an agreement containing proposed modifications to this agreement at least forty-five (45) days prior to the termination date of this agreement as set forth in the first paragraph of this Article.

**ARTICLE XVIII**

**SIGNATORY CONTRACTORS**

Associated Builders, Inc

Buch Construction , Inc.

Corning Construction Corp

DPR Construction, Inc.

Helix Construction Services, Inc.

Helix Constructors, LLC

Humpfrey Rich Construction Group, Inc.

James G. Davis Construction Corporation

Norair Engineering Corp

Pierce Associates, Inc.

R.M. Thornton, Inc.

Schnabel Foundation Co.

Steele Foundations

Tuckman-Barbee Construction

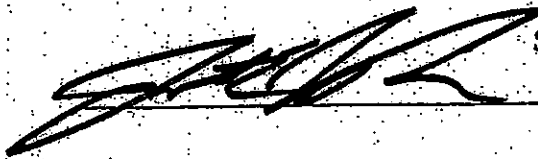


**ARTICLE XIX**  
**ACCEPTANCE OF AGREEMENT**

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_\_

**Baltimore/Washington Laborers'  
District Council**

**Signatory Contractor:**



Signed By: **Employers Name:**

JUSTIN E. MEIGHAN

Print: **Address:**

ACTING BUSINESS MANAGER

Title: **City:**

Date: \_\_\_\_\_

**State & Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Signed By:**

**Print:**

**Date:** \_\_\_\_\_

**Construction Contractors Council, Inc. -  
AGC Labor Division:**



Signed By:

Cherie Pleasant

Print:

Title: Chief Executive Officer

Date: \_\_\_\_\_

**APPENDIX A**  
**WAGE RATES AND FRINGE BENEFITS**  
**Effective June 1, 2008- May 31, 2011**

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
<b><u>Building Laborer Rate</u></b>	\$19.57	20.22	*

Work classifications include but are not limited to the following: Potmen, power tool operator, small machine operator, signalmen, ladders, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders, operator of hand derricks, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type work, carpenter tenders, scaffold builders, operators of townmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in cleaning, installers of well point, wagon drill operators, acetylene burners and licensed powdermen, tool room clerk, water person, stake jumper, structural demolition.

All Journey Worker Laborers must have at least 3,200 hours of experience in the construction industry.

Foreman shall be paid at a rate of \$1.50 above the existing journeyman rate.

General Foreman working on Powder Plants will receive \$2.50 above the existing journeyman rate.

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
<b><u>General Laborer Rate</u></b>	\$13.36	\$13.70	*

General and maintenance cleanup, sweepers, janitors, cleaning of structures prior to the turnover to the owner, material handlers, fire watchmen, flagmen, dumpmen, spotters, landscape laborers, and truck checkers.

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
<b><u>Environmental Worker Rate</u></b>	\$16.93	\$17.45	*

Asbestos/Lead Abatement

Foreman will receive \$1.50/hour above the basic rate of pay.

General Foreman responsible for more than two foremen will receive \$2.50/hour above the basic rate of pay.

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
<b><u>Hazardous Waste Workers Rate</u></b>			
Level A	\$19.80	\$20.46	*
Level B	\$18.38	\$18.97	*
Level C	\$17.64	\$18.20	*
Level D	\$17.64	\$18.20	*

## Heavy & Highway Rates

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
Group 1	\$20.42	\$21.11	*
Group 2	\$20.72	\$21.43	*
Group 3	\$20.88	\$21.60	*
Group 4	\$21.04	\$21.77	*
Group 5	\$21.47	\$22.22	*
Group 6	\$22.01	\$22.78	*
Group 7	\$22.53	\$23.33	*
Group 8	\$23.23	\$24.06	*

Foreman will receive \$1.50/hour above the basic rate of pay.

### **Group 1**

Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, driller helper, dumpmen, flagmen, fence erector and installer, including installation and erection of fence, guard rails, median rails, reference posts, guide posts and right-of-way markers, from strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler, and faller, truck loader, water boys, tool room men.

### **Group 2**

Combined air and water nozzleman, cement handler, dope pot fireman, non-mechanical, form cleaning machine, mechanical railroad equipment, includes spiker, puller, tie cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment. Tamper or rammer operator, trestle scaffold builders over one tier high. Power tools operator, gas, electric or pneumatic sandblast or gunnite tailhose man, scaffold erector, steel or wood, vibrator operator up to four feet, asphalt cutter, mortarmen, shorer and lagger, creosote material handler, corrosive enamel or equal, paving breaker and jackhammer operator.

### **Group 3**

Multi-section pipe layer, non-metallic clay and concrete pipe layer, including caulker, collarman, jointer, rigger and jacker, thermit welder and corrugated metal culvert pipe layer.

### **Group 4**

Asphalt block pneumatic cutter, asphalt roller, walker chainsaw operator, with attachment, concrete saw, walking; high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator feet and over, well point installer, air trac operator.

### **Group 5**

Asphalt screeder, big drills, cut of the hole drills, 1 ½ inch piston or larger, down the hole drills, 3 ½ inch piston or larger, gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, from setter, demolition torch operator, shotcrete nozzleman and potman.

### **Group 6**

Powderman, master form setters.

### **Group 7**

Brick Paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hasting block or similar type).

### **Group 8**

Licensed powdermen.

**Tunnel Raises and Shaft Rates**  
(Including Water and Sewer)

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
Group 1	\$21.11	\$21.84	*
Group 2	\$21.74	\$22.50	*
Group 3	\$23.34	\$24.18	*
Group 4	\$24.02	\$24.89	*

Foreman will receive \$1.50/hour above the basic rate of pay.

General Foreman responsible for more than two foremen will receive \$2.50/hour above the basic rate of pay.

- Group 1      Brakeman, bull gang, dumper, trackman, concrete man.
- Group 2      Chuck tender, powderman in prime house, form setters and movers, nippers, cableman, horseman, groutmen, bell or signalman, top or bottom vibrator operator, caulkers helpers.
- Group 3      Miners, rodmen, re-bar underground, concrete or gunnite nozzleman, timberman and re-timberman wood steel including liner plate or any other support, material, motorman, caulkers, diamond drill operators, riggers, cement finishers-underground, welders and burners, shield driver, air trac operator, shotcrete nozzleman and potman. Effective December 11, 1972, the miners shall be paid for work performed in underpinning pits.
- Group 4      Mucking machine operator (air)

**Compressed Air Rates**

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
1-14 Pounds (7 Hours work)	\$184.73	\$193.64	*
14-18 Pounds (6 Hours Work)	\$186.31	\$195.30	*

**Mason Tender Rates**

Mason tender	\$ 14.65	\$15.06	*
Scaffold Builder, Motorman	\$ 15.45	\$15.90	*

Foreman will be \$1.50 over the journeyman level.

\*DC Masonry Contractors Promotion Fund will be paid in lieu of the CCC Industry Promotion Trust Fund on Mason Tender Employees.

**Apprentice Rates**  
(no previous work experience)

All entry-level apprentices must work at least 320 hours before they will be enrolled in the Laborers' rate apprentice program at a minimum of 60% of the Master Laborers' rate.

The apprentice wage scale is based on the Journey Worker Laborers' rate and is determined by the accumulation of school and work hours, as follows below:

**Apprentice Wage Scale**

<b>Step</b>	<b>School Hours</b>	<b>Work Hours</b>	<b>Percentage</b>
1	144 pr/yr	0-800	60% of Journey Worker
2		801-1600	70% of Journey Worker
3	144 pr/yr	1601-2400	80% of Journey Worker
4		2401-3200	90% of Journey Worker
Journey Worker	288 total	3201	100% of Journey Worker

**Prevailing Wage Rates**

If there is a prevailing wage or Davis Bacon wage determination; the Employer agrees to pay said determined rate for all work done under that determination regardless of any other negotiated rates. In addition, the Employer agrees to pay the current prevailing wage for any work deemed to be Union Only or mandated by the Owner as Union Only.

On any prevailing wage rate jobs, the negotiated wage rates and fringe benefits that the job was bid under will remain for the duration of the job.

**Increases**

**\*The parties agreed to the following first year increases with a second year increase of 5% and a third year increase of 4.5%. The actual breakdown for the third year will be forward to your attention closer to each anniversary date.**

**Trust Fund Contributions**

	Master, Journey Laborers		Apprentice Laborer	
	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/08</u>	<u>06/01/09</u>
Pension	\$1.66	\$1.99	\$0.00	\$0.00
Health and Welfare	\$2.77	\$3.01	\$2.52	\$2.85
Training	\$0.25	\$0.25	\$0.25	\$0.25
LECET	\$0.10	\$0.10	\$0.10	\$0.10
CCC Industry Fund	\$0.08	\$0.08	\$0.08	\$0.08
<b>Total</b>	<b>\$4.86</b>	<b>\$5.43</b>	<b>\$2.95</b>	<b>\$3.28</b>
** DC Masonry Contractors Promotion Fund	\$0.04		\$0.04	

\*\*The DC Masonry Contractors Promotion Fund will be collected on Mason Tender Employees in lieu of the CCC Industry Promotion Trust Fund Contribution.

**Union Administrative Dues:**

Upon presentation of a proper authorization from execute by the individual employee, the Employer agrees to deduct union dues in the amount of 5% of gross wages as well as other authorized deductions from the net pay after taxes and remit same to the appropriate Local Union. The Employer will transmit dues to the Local Union in the manner and at the time established by local practice.

Trust Fund contributions and administrative check-off shall be sent to: Laborers' Trust Funds, Carday & Associates, 7130 Columbia Gateway Drive, Suite A, Columbia, MD 21046.

**Private Work Rates**

The undersigned hereby agrees to bound by terms and conditions of the Wage Agreement between the Construction Contractors Council, AGC Labor Division (CCC) and Baltimore/Washington Laborers' District Council, Local 657 and Local 11 effective June 1, 2008 through May 31, 2011 with the following additional classifications:

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
Private Rate Group 1	\$16.49	\$16.99	*
Private Rate Group 2	\$14.26	\$14.65	*
Private Rate Group 3	\$13.36	\$13.70	*

**Fringes**

	<u>06/01/2008</u>	<u>06/01/09</u>
Master, Journey Laborers		
Pension	\$1.66	\$1.99
Health & Welfare	\$2.77	\$3.01
Training Fund	\$0.25	\$0.25
LECET	\$0.10	\$0.10
CCC Industry Fund	\$0.08	\$0.08
<b>Total Fringe Package</b>	<b>\$4.86</b>	<b>\$5.43</b>

**Baltimore/Washington Construction & Public Employees Laborers' District Council**

**Signatory Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX B**  
**CONCRETE LABOR RATES**

	<u>06/01/08</u>	<u>06/01/09</u>	<u>06/01/10</u>
<b>Concrete Laborer Group I</b>	\$19.57	\$20.22	*

Power tool operators, Small machine operators, Cement finishers, Come-along crew, Vibrator operators, Concrete bucket or hose man, Stripping of shored forming, Hoisting and Rigging, Waterproofing, Operator of Forklifts, Hand Derricks, Tow masters, buggy mobiles and similar, Operators of Tampers, Rammers and similar Sand Blasters and Structural demolition.

<b>Concrete Laborer Group II</b>	\$16.94	\$17.46
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Carpenter Tenders, Hand Chipping of Concrete, Stripping of all edge, top of slab and bulkhead material, Tool room clerk, and spreading gravel.

All new hires will enter into the Group II Concrete Laborer Category and will be assessed by the Employer within a two week period before moving into Group I Employment; within 30 days, the Employer and the Union may determine through mutual agreement that an employee has not reached Group I Status.

<b>Concrete Laborer Group III</b>	\$13.36	\$13.70	*
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General, maintenance, interim and final cleaning of structures and site Janitors, sweepers material handlers, Flagmen, dumpmen, spotters, truck checkers and fire watchmen, laying of vapor barrier, Removal of reshores, Cleaning, stacking, banding and handling of stripped material, Spraying concrete (water or curing), Water person, All Concrete laborers not otherwise classified.

Note: The following modifications are made to conditions for Concrete Laborers only:

- Saturday will be a make-up day for any laborers who have not reached forty (40) hours
- All fringe contribution that apply in Appendix A will be the same for appendix B Employees

**Baltimore/Washington Construction & Public  
Employees Laborers' District Council**

**Signatory Contractor**

\_\_\_\_\_  
Signature

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Signature

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Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date