

Purple Line Transit Constructors  
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USA

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July 28, 2016

Raymond J. Poupore  
Executive Director  
National Infrastructure Alliance  
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Washington, DC 20036

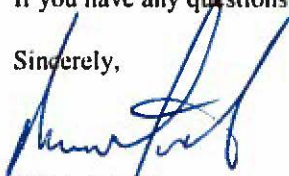
**Executed Purple Line Addendum to the NIA Agreement**

Dear Mr. Poupore:

Please find enclosed the Executed Purple Line Addendum to the NIA Heavy and Highway Construction Project Agreement.

If you have any questions, please do not hesitate to contact our office at 240.714.5335.

Sincerely,



Mitchell Lester  
Purple Line Transit Constructors  
Project Manager

ML:sc

Attachments: Executed Purple Line Addendum to the NIA Heavy and Highway Construction Project Agreement  
Heavy and Highway Construction Project Agreement  
Maryland Montgomery County Heavy Construction Decision, Mod 4  
Prince George's County Heavy Construction Decision, Mod 2  
Maryland Montgomery County Building Construction Decision, Mod 9  
Maryland Prince George's County Building Construction Decision, Mod 9  
Apprentice Rates  
Wage and Fringe Escalation

cc: Ken Prince, PLTC  
Dave Ferguson, PLTC  
Jim LaCoste, Fluor  
Eduardo Garcia, Fluor  
Suaydy Canales, PLTC

**Purple Line Project**  
**Addendum to NIA Heavy and Highway Construction Project Agreement**

1. **Application of "Project Agreement" and "Addendum":** In accordance with Article 1, (Application Procedures) of the *National Infrastructure Alliance Heavy and Highway Construction Project Agreement* (the "Project Agreement") (**Attachment 1**), subject to terms of this Addendum (the "Addendum"), the Project Agreement and Addendum (collectively the "Agreements") are hereby applied to cover the Purple Line Transit Project (the "Project") located in Montgomery County and Prince Georges County, Maryland. The Agreements shall remain in full force and effect for the duration of construction of the Project. In the event of conflict between the Addendum and the Project Agreement, the Addendum shall supersede the Project Agreement and govern the actions and obligations of the parties. The parties to this PLA are the National Infrastructure Alliance crafts; International Union of Operating Engineers, United Brotherhood of Carpenters and Joiners of America, Laborers International Union of North America, and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Purple Line Transit Constructors, LLC— A Joint Venture.
  
2. **Understanding of the Parties:** The Agreements represent the complete understanding of all signatories and supersede any other labor agreements, including but not limited to any national agreement, local agreement or other collective bargaining agreement of any type, which would otherwise apply to the Project.
  
3. **Wage Rates & Fringe Benefits:** It is understood and agreed that the wage rates and fringe benefits for the Project will be the Prevailing Wage rates applicable to the Project; specifically, the Maryland Montgomery County Heavy Construction Decision Mod 4, the Maryland Prince George's County Heavy Construction Decision Mod 2, the Maryland Montgomery County Building Construction Decision Mod 9, and the Maryland Prince George's County Building Construction Decision Mod 9 (collectively the "Decisions"). Copies of the Decisions are provided in **Attachment 2**. Apprentice rates are provided in **Attachment 3**. Wages and fringes will be escalated in accordance with **Attachment 4**. The allocation of the defined increases to Wage Rates and/or Fringe Benefits will be provided by the participating Unions at least 30 days prior to the date of increase.
  
4. **Work Rules:** The Employer may utilize brassing, time clocks, electronic badging systems or other systems for effective management of the timekeeping process. Employees will be required to clock-in and clock-out at designated locations each day. The Employer will provide adequate facilities for clocking in and out in an expeditious manner. Note: Employees are responsible for their own travel to and from Employer's work sites, and Employees are responsible for all costs associated with such travel, including parking. Travel time to and from parking locations to work sites will be on the

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Employee's time and is not compensable time. The Employer shall establish reasonable project safety and work rules and distribute a copy of the work rules to each Employee.

5. **Drug & Alcohol Abuse Program:** The Employer and each Employee have a responsibility to exercise reasonable care to perform their duties in a safe and conscientious manner. Therefore, it is understood and agreed that the Employer and Employees shall abide by the rules and regulations of the Employer's drug and alcohol screening policy and procedure which will include Employer paid for pre-hire, for cause, post-accident and random testing. If an Employee is requested to take a pre-hire drug and/or alcohol test at an offsite testing facility, they will be compensated up to two (2) hours pay at the straight time rate of pay for the time spent at the testing facility, on the condition that they successfully pass the test and are hired on the Project.
6. **Service Vendors:** The need for the use of outside vendors is anticipated during this Project. These vendors include, but are not limited to, construction equipment manufacturers and dealers, tire repair services, fuel deliveries, janitorial services, trash hauling, security services, material deliveries and porta-john services. There may be other situations where services of outside vendors are required. It is understood that outside vendors performing services will not be required to become signatory to the Agreements and the Agreements shall not apply to them.
7. **Light Rail Vehicle Supplier:** The Light Rail Vehicle Supplier will perform work on the Project, including the unloading of vehicle modules, assembling the vehicles, testing and commissioning, and warranty repairs. It is understood that the Light Rail Vehicle Supplier is not required to become signatory to the Agreements and the Agreements shall not apply to them.
8. **Professional Services:** It is recognized that professional services such as independent testing laboratories (e.g., soil testing, water testing, concrete testing, weld testing), surveyors and geotechnical services and consultants and other similar professional service providers shall not be required to become signatories to the Agreements and the Agreements shall not apply to them.
9. **Subcontracting:** Project subcontractors will consist of signatory contractors and merit (open) shop contractors. Subcontractor proposals shall be evaluated and contracts awarded to the best qualified bidder at Employer's sole discretion. The Employer may subcontract covered work to any qualified firm regardless of union affiliation. It is further understood that in the event any covered work is awarded to a merit (open) shop contractor, the contractor shall not be required to adhere to the terms of the Agreements or other similar labor agreements, nor shall the contractor be required to sign any other union based agreement as a condition of performing work on this Project.

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10. **Material Suppliers and Off Site Fabrication:** The furnishing of material, supplies or equipment and the delivery thereof shall be in no case considered subcontracting. There shall be no limitation or restriction upon the Employers' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished or pre-assembled materials, tools or other labor-saving devices. Employers may, without restriction, install or use materials, supplies or equipment regardless of their source.
11. **Hours of Work:** This section amends Section 4.2 (Hours of Work, Overtime and Shifts) of the Project Agreement as follows: the Employer shall have the option of scheduling special work weeks and work day hours to minimize interference with traffic flow. The Employer shall provide not less than three (3) days' notice to the local union of the new work week and work day hours. Special work weeks and work day hours must be scheduled for a minimum of three (3) work days. Employees transferring from one shift to another must have a minimum eight (8) hour break between shifts. To accommodate traffic volumes, the Employer may work a night shift, Sunday through Thursday, with no overtime pay except for work that exceeds the forty (40) hour work week. The work week and pay period will be from the first shift starting on Sunday until the last shift starting on Thursday. All hours worked in excess of ten (10) hours per day, forty (40) hours per week, Monday through Friday and Saturday shall be paid at the rate of time and one-half the regular hourly rate, except as provided elsewhere in this Addendum. Time used once for computation of daily overtime shall not again be used for computation of weekly overtime. On multiple shift operations there shall be no premium pay or shift differential. When three (3) shifts are worked, there will be no formal one-half (.5) hour lunch period and each shift will be eight (8) hours and the Employee will receive eight (8) hours pay. If an Employee is not given an adequate time to eat, the Employee shall then receive an additional one-half hour (.5) hour of pay at the applicable overtime rate. This additional one-half (.5) hour pay period for working through lunch will be paid at overtime rates only if the total time for the day, including the extra one-half (.5) pay, exceeds ten (10) hours, or the total time for the week exceeds forty (40) hours. ***There is no guarantee of 40 hours each week.***
12. **Uniform Project Holidays:** The Project will observe the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day and will comply with the Davis Bacon determinations that require paid holidays for certain craft classifications.

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13. **Key Employees:** For the purpose of obtaining maximum management effectiveness the Employer shall have the right to assign key Employees to the Project. Key Employees are defined as those individuals having a credible past employment record with Fluor Corporation, or The Lane Construction Corporation, or Traylor Brothers, or any entities, parents, subsidiaries, affiliates, divisions or joint ventures of these companies. The number and type of Key Employees to be assigned shall be determined by the Employer. The Employer shall notify the appropriate Local Union and the National Infrastructure Alliance prior to assigning any Key Employee to the Project.
14. **Management Rights:** Foremen, general foremen, surveyors, and other supervisors that are permanent Employees of the Employer are not subject to the provisions of the Agreements, even though they perform work. Furthermore, these foremen, general foremen, surveyors, and other supervisors are not required to be union members and are not subject to the Agreements or other similar labor agreements.
15. **Craft Shortages:** In the event the Project anticipates or experiences a shortage of skilled craft workers, both Management and Labor will jointly work together to alleviate craft shortages by recruiting skilled craft workers from any source.
16. **Grievance Policy:** In order to alleviate grievances from proceeding to arbitration, the Grievance Procedure shall include step 2 (a) and shall require the Executive Director of the National Infrastructure Alliance or designee and the Employer's designated Labor Relations representative to attempt to resolve the grievance within 7 days after completion of Step 2.
17. **Start-Up and Commissioning:** Start-up commences upon the completion of the installation of equipment for the intent that it was designed and supplied. At that point, the project systems are turned over to the start-up team, consisting of Purple Line Transit Operators, LLC (PLTO) and the Light Rail Vehicle Supplier. ***PLTO will perform work during the construction of the project, including hiring and training its permanent work force and performing maintenance of installed assets during the startup and commissioning period.*** It is understood that ***PLTO is not required to become signatory to the Agreements and the Agreements shall not apply to PLTO.***
18. **Pensions:** Pension withdrawal liability will not be accrued during the life of the Project.

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19. **Temporary Power:** There shall be no requirement to man temporary power operations. Employer will decide when temporary power will be manned.
20. **Operating Engineer Coverage of Miscellaneous Equipment:** All equipment assigned to the Project shall be under the control of the Employer. The Employer shall have the right to determine how many pieces of equipment an individual Employee may operate and the number of Employees required to perform the work. There shall be no over manning of equipment.
21. **Deliveries:** Delivery of bulk material (concrete & aggregates) to the Project shall not be considered subcontracting and shall not be subject to the Agreements.
22. **Working Stewards:** Each local union shall have the right to designate a working journeyman as a Steward and shall notify the Employer in writing of the identity of the designated steward, prior to the assumption of such duties. Such designated Steward shall be a qualified worker performing the work of their craft and shall not exercise any supervisory functions. The Steward shall only take the necessary time to perform its duties to the best interest and safety of the covered Employees. The Stewards union duties shall not unduly interfere with the performance of their work assignment. Stewards shall advise their supervisor whenever they leave their work area to perform these duties. There shall be only one such designated Shop Steward per craft for each working shift, who shall exercise the Shop Steward's duties for the Project.
23. **Special Provisions Regarding Nationally Targeted Workers:** The parties to this Agreement understand and are committed to the Maryland Transit Administration (MTA) commitment to reducing barriers to employment in the construction industry. In accordance with the MTA requirements, the parties to the Agreements shall make good faith efforts to assure a diverse workforce by increasing participation of women, people of color, veterans, and socially and economically distressed persons in the construction of this Project, thereby growing the local workforce and strengthening the local economy.
24. **Preferred Training Partners (PTP):** The parties to the Agreements embrace the MTA and the Department of Labor, Licensing and Regulation PTP to create "Opportunity Ready Residents" to the contractors selected to design, build, operate and maintain the Purple Line.
25. **Veterans to Hardhats:** The parties to the Agreements support a program to create employment opportunities for our Veterans in all phases of the Project.


**Purple Line Project**  
**Addendum to NIA Heavy and Highway Construction Project Agreement**


**National Infrastructure Alliance**

**Purple Line Transit Constructors LLC**

**Raymond J Poupore**  
**Executive Director**

**Mitchell Lester**  
**President**

  
(Signature) 7/28/16  
(Date)

  
(Signature) 7/28/16  
(Date)

**Purple Line Project**  
**Addendum to NIA Heavy and Highway Construction Project Agreement**

**Attachment 1**

***National Infrastructure Alliance Heavy and Highway Construction Project Agreement***



# HEAVY & HIGHWAY CONSTRUCTION PROJECT AGREEMENT



## LIUNA!

*Feel the Power*



## NIA

### NATIONAL INFRASTRUCTURE ALLIANCE

*Safe, Skilled and Productive!*

*Building America's Infrastructure on Time and on Budget!*





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*Competing through cooperation since 1954!*





## Mission Statement

*The National Infrastructure Alliance (NIA) and the National Infrastructure Contractors Association have formed a partnership focused on increasing work opportunities in the heavy and highway industry.*

*It is the intent of the parties to set out uniform standard working conditions for the efficient performance of heavy and highway construction; herein to establish and maintain harmonious relations between all parties to this Agreement; to secure optimum quality and productivity, and to eliminate strikes, lockouts or delays in the performance of the work undertaken by the Employer.*

*The partners recognize the competitive nature of heavy and highway projects and are committed to providing owners and users the best value for the dollars invested.*

*This commitment includes the participating unions in the National Infrastructure Alliance in cooperation with the National Infrastructure Contractors Association and other contractors who become signatory to this Agreement on a project-by-project basis. The NIA will provide highly skilled construction workers; with an industrious attitude, the best safety training, the best craft training, the best quality and the most productivity in the construction industry.*

*The partners recognize the need to have open lines of communication throughout the construction process. Periodic meetings will be held between labor and management at the job site, local union level and national level. These meetings will focus on partnering goals such as, improving quality, safety, and methods of work, reducing costs, meeting schedules and making the union contractor more competitive.*

*The partnership of the National Infrastructure Alliance and the National Infrastructure Contractors Association is committed to building a BETTER, SAFER, and STRONGER infrastructure for North America.*

## NATIONAL INFRASTRUCTURE ALLIANCE HEAVY & HIGHWAY CONSTRUCTION PROJECT AGREEMENT

Those individual Companies or their separate divisions who become signatory to this Agreement shall be referred to as the "Employer." The participating International Unions that become signatory to this Agreement for and on behalf of their affiliated local unions shall be referred to individually as the "Union." The *National Infrastructure Alliance* represents the International Unions signatory to this agreement individually.

This Agreement shall be effective only on those projects where the Union and the Employer agree to apply it in accordance with the *National Infrastructure Alliance* application procedure.





## ARTICLE 1 Application Procedures

### Section 1.1—Scope

Upon request by the Employer and approval by the Union, this Agreement shall be applied on heavy and highway projects.

### Section 1.2—Administrative Procedures

A. Application of this Agreement shall be on a project-by- project basis and shall be requested by each Employer for each project. Requests to apply this Agreement must be made to the National Infrastructure Alliance via FAX or by letter stating the following information:

- Date of request;
- Name and location of project (city, county, state);
- Non-union plan holders;
- Source of project funding (i.e. federal, state, local);
- Prevailing wage decision number in specifications;
- List of direct hire crafts;
- Bid date;
- Description of the work to be subcontracted; and
- Project identification number specified in the bid documents.

B. Upon approval this Agreement will be made available to all appropriate contractors who request it in accordance with (A) above.

C. This Agreement shall supersede all other agreements between the parties or between the Employers and any local of the Union for any work covered herein. This is a stand-alone Agreement to be applied on a project-by-project basis.

D. Wherever the male gender is used in this Agreement, it shall be deemed to also apply to the female gender.

## ARTICLE 2 Labor/Management Cooperation

### Section 2.1—Labor-Management Relations

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





B. Stewards - The Union may, at its option, appoint a working steward for each shift who will be paid at the journeyman wage rate for the job classification in which employed and will be allowed reasonable time to fulfill his responsibilities for the benefit of the parties to this Agreement. Stewards shall be the last employee of each craft's workforce to be laid off provided they can perform the work required by the Employer. Prior notification of any layoff or termination shall be given to the Union.

**Section 2.2—Labor-Management Interpretations Committee**

The National Infrastructure Alliance and the National Infrastructure Contractors Association shall appoint an equal number of representatives of Labor and Management to serve on the Labor-Management Interpretations Committee. Its decisions shall be by majority vote. Its interpretations shall have precedent value. This Committee shall have the authority to establish its own rules and procedures. It shall be the governing authority to interpret this Agreement. It shall have oversight authority to review the decisions of the Standing Arbitrator or his alternate in order to clarify such for the future guidance of the industry but not to overrule a particular decision of an arbitrator. The Interpretations Committee may respond to specific requests for interpretations from interested parties in the industry. The Interpretations Committee shall have the authority to appoint and remove the Standing Arbitrator and his alternates.

**ARTICLE 3  
Project Conditions**

**Section 3.1—Project Addendum**

Addenda to this agreement which are required to place the Employer in a more competitive position may be established by agreement between the signatory Union and the contractor. Such addendum shall be reduced to writing and shall be attached hereto and made part of the Agreement for that particular project.

**Section 3.2—Project Rules**

- A. Employment begins and ends at each project site.
  
- B. Employees shall be at their place of work at the designated starting time and shall remain at their place during working hours until the designated quitting time. Where the employees' place of work requires Employer-furnished transportation, the employees shall be transported one way on the employees' time and the other way on the Employer's time. On projects where there is a significant amount of such transportation time, the Union agrees to negotiate this matter on a pre-bid basis.





C. In accordance with the requirements of the Occupational Safety and Health Act, as amended, it shall be the exclusive responsibility of the Employer to ensure the safety and health of its employees, and employee compliance with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or any other persons in the event that injury or accident occurs.

D. The Employer shall establish such reasonable project safety and work rules as appropriate. These rules will be provided to the Union and posted at the project site and may be amended by the Employer thereafter as necessary. The Union shall be notified of such amendments. Such rules shall be uniformly enforced.

E. Employees are expected to bring their own food and beverages for lunch. There shall be no organized coffee breaks during working hours. Employees may pause at the work place for coffee or cold drinks, provided they take their beverages with them to the work place and do not interfere with the progress of the work.

F. The Employer and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop such a record of absenteeism may be terminated and shall not be eligible for rehire on that project.

G. Security procedures for the control of tools, equipment and materials shall be the responsibility of the Employer. The Employer may designate and operate centrally controlled tool rooms, warehouses, and storage areas. All employees will comply with the security procedures established by the Employer.

H. Seniority shall not be recognized or applied to employees working on this project.

### **Section 3.3—Workers Compensation Cooperation**

A. In an effort to enhance the competitive position of the Signatory Employers and to provide greater work opportunities for the members of the Signatory Union, it is hereby agreed that the parties may negotiate and implement alternative dispute resolution (ADR) procedures to resolve workers' compensation claims disputes when and where permissible and/or legal.

B. Such alternative dispute resolution procedures shall be final and binding on the parties and shall be made a part of this Agreement to the extent permitted by law.





### **Section 3.4—Safety, Quality and Productivity**

The Employer and the Union recognize the need to continually explore ways and means to improve safety, quality, and productivity which will enhance the competitive position of signatory contractors and thereby increase job opportunities for members of the Union. To this end, signatory contractors and local unions are encouraged to establish Quality, Safety and Project Productivity Committees, which are empowered to suggest methods and ways to continuously improve safety and quality for all customers (external and internal).

### **Section 3.5—Work Stoppages and Lockouts**

A. During the term of this Agreement and except as specifically provided herein, there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by the Employer.

B. The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at any Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Section. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility.

C. If the Union is unable to provide qualified replacements for those employees who are in violation of this Section by the beginning of the next shift, the Employer is free to hire from any source.

D. The International Union will immediately instruct, order and use its best efforts to cause the Local Union or Unions to cease any violations of this Section. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

E. The Employer or the Union shall have the right to seek relief directly from the courts or other appropriate forum in the event there is a violation of this Section.

### **Section 3.6—Equal Employment Opportunity**

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, religion, creed, color, age, sex, or national origin, physical or mental disability, marital status, disabled veterans, Vietnam-era veterans or any other reasons prohibited by law. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent with the intent and purpose of the applicable regulation of the Civil Rights Act of 1964 and 1991 and Executive Order No. 11246 as amended by Executive order No. 11375 and any applicable State or local government requirements and owner contract requirements.







**Section 3.7—Substance Abuse Programs**

- A. The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace.
- B. In order to produce as safe a workplace as possible, it is understood and agreed that the parties abide by the rules and provisions of a mutually agreed upon substance abuse program which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. The parties to this Agreement agree to comply with a substance abuse program mandated by the owner of the project.
- C. Any disputes under this Article shall be subject to the grievance procedure.

**Section 3.8—Intent of the Parties**

- A. It is intended that this Agreement shall not violate any applicable Federal or state law, but if any condition is held to violate any law, that portion of the Agreement shall be considered null and void, but the remainder of the Agreement shall continue in full force and effect.
- B. The parties agree that the total results of their understanding are embodied in this Agreement, including addenda, and no party is required to render any performance or recognize any practice not set forth herein.
- C. It is intended that the provisions of local or other national agreements shall not apply to projects performed under this Agreement except for the establishment of wage and fringe benefit contribution obligations as provided in Article 4 - Section 4.1.
- D. The signatory Union agrees that it will not support in any manner any Union which refuses or fails to become signatory to this Agreement, nor will they request an Employer to use an unsigned Union on any project.

**Section 3.9—Subcontracting**

- A. Any Employer bidding as a general contractor shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.
- B. In the event the Employer subcontracts out any work covered by this Agreement, such subcontractors shall either become signatory to this Agreement or be signatory to the appropriate local collective bargaining agreement(s) with each craft employed by the subcontractor(s).
- C. It is understood that there may be instances when suitable, competitive union subcontractors may not be available for certain small subcontracts. In such instances, the Employer will notify the Union in a timely manner prior to the bid or the award of the subcontract, and the Union will endeavor to locate suitable, competitive union subcontractors to bid for the work. If the Employer and the Union are unable to locate such suitable, competitive subcontractors, it is



understood and agreed that the Employer will be relieved of (B) above for such small subcontracts.

D. After proper notification, if no union subcontractor submits a bid, the Employer is relieved of paragraph (B) above.

## ARTICLE 4 Wage Rates and Fringe Benefits

### Section 4.1—Wage Rates and Fringe Benefits

A. The Classification of employment and minimum wage and fringe benefits shall be in accordance with the project wage addendum attached hereto and made a part of this Agreement and for the period indicated therein. Wage rates become effective the first full payroll period following the effective date. Wages shall be paid weekly on an established pay day before quitting time. Employees being discharged shall be paid at the time of dismissal. Employees who quit shall be paid on the next regular pay day by mail to their last known address unless such employees give adequate notice to do otherwise.

B. The work week for payroll purposes will begin with the first or day shift on Monday morning and end on the following Monday morning (the work week for any particular project may be modified by mutual consent). Employees shall be paid on Friday before quitting time for all work performed during the preceding work week. Any employee desiring to leave the job before the end of the work day on Friday without prior approval will wait until the next work day to be paid. In the event of nonpayment of wages, the Union may take any appropriate action it deems necessary and the Union will not be considered in violation of Article 3 Section 3.5 should a work stoppage occur.

C. 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 hereby becomes party to and is bound by bona fide pension, vacation, health and welfare, apprenticeship and training funds covering employees under this Agreement. Industry Advancement or Promotion Funds called for in local labor agreements may be paid at the discretion of the Employer.

D. If payment for contributions as defined above are not received by the fund offices by the date prescribed by the appropriate trust funds for hours worked the previous month, the Health and Welfare Fund office or Pension 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 any appropriate action it deems necessary in order to collect such delinquent contributions, and the Union will not be considered in violation of Article 3 Section 3.5 of this Agreement should a work stoppage occur. The provisions of this section shall not be applicable to any disputes covered by Article 6 Section 6.2 (Jurisdictional Disputes) or Article 6 Section 6.1 (Grievance Procedure) of this Agreement. In the event that a suit is instituted either by the Union or Trustees of said funds, the delinquent Employer shall be obligated to pay all costs of col-



lection, including reasonable attorney's fees and court costs, in addition to any penalties, late payment charges, or liquidated damages provided for in the applicable trust agreement.

#### Section 4.2—Hours of Work, Overtime and Shifts

A. Hours of Work - The standard work day shall consist of eight (8) hours of work scheduled between 6 a.m. and 6 p.m. with one-half hour designated as an unpaid period for lunch. The starting time may be different (staggered) on a crew basis. The standard work week shall be five (5) days of work, Monday through Friday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

B. Overtime - All hours worked in excess of eight (8) hours per day, forty (40) hours per week, or outside of regular shift, Monday through Friday and Saturday shall be paid at the rate of time and one-half the regular hourly rate, except as provided elsewhere in this Agreement. All work performed on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate, except as provided elsewhere in this Agreement. There shall be no pyramiding of overtime pay. On operations such as dewatering, curing and protection of concrete, all overtime pay shall be time-and-one-half with no special premium for Sundays or holidays. The employer may establish crews covering twenty-four (24) hours per day seven (7) days per week on such operations with no overtime pay until after forty (40) hours per week.

C. Shifts - Shifts may be established for some or all crews when considered necessary by the Employer. When three (3) shifts are worked, the first, or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7 ½) hour basis and the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours pay at the employee's regular hourly rate. When shift work is established, it must continue for a minimum of three (3) consecutive days. If only two shifts are to be worked, each shift will work eight (8) hours for eight (8) hours pay. There shall be no split shifts. Shifts may be staggered on a crew basis. Other shift provisions may be established on a pre-bid basis by mutual consent of the parties.

D. Four-Tens - The Employer may, at its option, schedule the work for four (4) ten (10) hour days, with Friday as a make-up day for inclement weather only. On this schedule, all hours worked in excess of ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time-and-one-half the regular hourly rate. Prior to implementation, the Employer must notify the Union within forty-eight (48) hours.

E. Meal Period - A regular lunch period of not less than one-half (½) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, he/she shall be paid one-half (½) hour at the applicable overtime rate and in addition be given adequate time to eat his/her lunch. If the employee is not given adequate time to eat, he/she shall then receive an additional one-half (½) hour at the applicable overtime rate.



If the employee is not given sufficient time to eat his/her lunch during his/her regular shift, an additional one-half (½) hour shall be paid if required to work longer than ten (10) hours. Employees who have been given sufficient time to eat during the regular shift may be allowed to work a total of twelve (12) hours in that shift without a second lunch period. If the employee works over a total of twelve (12) hours, he/she shall be paid one-half (½) hour at the applicable overtime rate.

The employee's meal periods may be staggered on an individual basis. The terms adequate and sufficient shall mean "eating on the fly" and does not constitute a specific period of time due to differing job conditions and requirements.

#### **Section 4.3—Reporting Pay**

Any employee who reports for work and for whom no work is provided shall receive two (2) hours pay provided the employee remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than four (4) hours provided the employee remains available for work. If the job is shut down because of weather, employees shall be paid for actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference.

#### **Section 4.4—Make-Up Day**

- A. In the event the contractor is unable to work forty (40) hours in any work week due to inclement weather, Saturday may be used as a make-up day.
- B. All make-up hours worked on Saturday (up to 40 hours) shall be paid at the straight time rate of pay. When a make-up day is implemented it must be scheduled for a minimum of eight (8) hours. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days may be implemented on a pre-established crew-by-crew basis.
- C. Employees failing to report to work on a scheduled make-up day may be subject to discharge in accordance with Article 3, Section 3.2-F of this Agreement.

#### **Section 4.5—Union Security**

In states where applicable, all employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union. All employees who are not members of the Union, and all employees who are hired thereafter, shall become and remain members of the Union as a condition of employment not later than the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later. Failure of any employee to comply with the provisions of this section shall, upon the written request of the Union, result in the termination of such employee. The Employer shall not be required to terminate any employee for non-membership in the Union, (a) if it has reasonable grounds for believing that such membership was not available to the



employee on the same terms and conditions generally applicable to other members, or (b) if it has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Neither the Union nor the employee shall hold the Employer liable for complying with the Union's request in this matter.

**Section 4.6—Check-Off**

The Employer shall honor Union dues and initiation fees check-off pursuant to receipt of properly authorized dues deduction cards signed by its employees, along with other lawful authorizations from employees providing for deductions from wages.

**Section 4.7—Apprentices**

A. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employer will employ registered apprentices in the Union.

B. The combined employment of apprentices shall not exceed thirty-three and one-third percent (33 1/3%) of the individual Union work force except by mutual agreement at a pre-bid meeting.

C. When the Union is unable to supply thirty-three and one-third percent (33 1/3%) apprentices, the Employer may employ employees at first year apprenticeship rates if and when legally permissible.

**Section 4.8—Holidays**

A. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. Monday holidays shall be honored in keeping with Federal law. There shall be no paid holidays. If employees are required to work on a holiday as observed, they shall receive double the straight time rate of pay, except as provided elsewhere in this Agreement.

B. Holidays in lieu of those shown above may be established by agreement at the pre-job conference for any particular project.

**Section 4.9—Travel and Subsistence**

Travel expenses, travel time pay, mileage payments, and subsistence allowance shall not apply to projects covered by this Agreement.



## ARTICLE 5 Management Rights

### Section 5.1—Management Rights

- A. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.
- B. The Employer will be the judge in determining the competency and qualifications of applicants and employees with the right to hire, reject, or terminate for just cause and will be responsible for determining a fair day's work for employees covered by this Agreement.
- C. The Employer shall be the judge as to the number of employees, foremen, general foremen and other supervisors required to perform the work, and the number of employees to be assigned to any crew, operation or piece of equipment. Employees may be shifted from one piece of equipment or operation to another as job conditions require. General foremen and above may operate any equipment or use the tools of the craft when instructed to do so by the Employer for instructional or emergency purposes.
- D. The selection of master mechanics, general foremen and foremen shall be entirely the responsibility of the Employer. Master mechanics, general foremen and foremen who have been in the employ of the Employer for one year or more, may be transferred from project-to-project. The transfer of other key personnel shall be determined at the pre-job conference.

### Section 5.2—Selection of Employees

- A. The greatest advantage in working with the Union is the ability of the Employer to acquire an immediate and continuous source of skilled applicants. Within the Union there exists the capability to activate a recruiting network throughout the United States to ensure a steady flow of skilled applicants to meet project schedules.
- B. The Employer shall request and the Union shall refer applicants for the various journeymen and apprentice classifications covered by this Agreement as required by the Employer on its projects.
- C. The Union represents that its local unions administer and control their referrals in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination.
- D. The Union will exert its utmost effort to recruit sufficient numbers of skilled applicants to fulfill the workforce requirements of the Employers. In the event the referral facilities maintained by the Union does not refer the required number of qualified applicants requested by the Employer within a forty-eight (48) hour period after such request is made (Saturdays, Sundays, and holidays excepted), the Employer may withdraw the request and employ applicants from other sources.



E. In the event the local unions fail to refer a sufficient number of skilled applicants in accordance with Section D and Section F of this Article, the Employer may request assistance from the National Infrastructure Alliance, which shall then recruit applicants from other local unions or other sources in an effort to meet the workforce requirements of the Employer.

F. The Union agrees to engage in active recruitment of minority and female applicants and to make every effort to refer to the Employer sufficient numbers of minority and female applicants to assist in meeting required employment goals.

G. When the Employer does not fill master mechanic, general foremen, foremen and key personnel positions in accordance with Article 5, Section 5.1-D and must recruit, it is understood that the Employer will give primary consideration to qualified individuals available in the local area. After giving such consideration, the Employer may select such individuals from other areas.

#### **Section 5.3—Portability of Employees**

A. Employers signatory to this Agreement may transfer a percentage of each craft's workforce regardless of the location of the project. Such percentage shall be determined on a pre-bid basis for each craft and reflected in the addendum to the project agreement.

B. The Employer may transfer construction employees represented by the signatory Local Unions from project-to-project.

#### **Section 5.4—Composite Crews**

The Employer shall assign work on the basis of traditional work jurisdictional lines. It is, however, recognized that on some jobs effective production will require the use of composite crews. When such circumstances exist, the Employer shall, at a pre-job conference, or prior to implementation, discuss the work involved and the make-up of the crews on the basis of the amount of work involved for each Union. In the performance of such work, all employees will perform the work they are assigned.

### **ARTICLE 6 Dispute Resolution**

#### **Section 6.1—Grievance Procedure**

A. Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes) shall be resolved in accordance with the procedures set forth herein. Jurisdictional disputes shall be resolved in accordance with Section 6.2 of this Article. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer within seven (7) calendar days after the alleged violation was committed.



Step 1. The dispute shall be referred to the business representative of the Union involved or his/her designated representative and the Project superintendent and/or the Employer's representative at the construction project.

Step 2. In the event the dispute is not resolved as in Step 1 above, it shall be reduced to writing and referred to the International Representative(s) of the Union(s) involved and the Employer's representative within seven (7) calendar days.

Step 3. (a) In the event the dispute is not resolved in Step 2 above, either party who seeks to arbitrate the dispute shall submit a completed Standard Arbitration Submission Form to the National Infrastructure Alliance's Office within ten (10) calendar days from the completion of Step 2. The NIA's office simultaneously will notify by fax a copy of the completed Standard Arbitration Submission Form to the Standing Arbitrator or his alternate (hereafter referred to as Arbitrator) and the defending party or parties. The Arbitrator shall coordinate with all parties in scheduling a mutually acceptable time and place for the hearing within a reasonable time period.

(b) The Arbitrator will issue his decision within thirty (30) calendar days from the conclusion of the hearing. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The decision of the Arbitrator shall only apply to the involved project and shall not have precedent value beyond that project. The losing party shall pay the total costs of the arbitration hearing, including the Arbitrator's fees and expenses, to the National Infrastructure Alliance (NIA). When there is a split decision (a partial denial of the grievance or partial award of damages), the Arbitrator is authorized to allocate the payment of the arbitration costs between the parties at his discretion.

(c) At the Arbitrator's discretion, he may request clarification on any significant issue of contract interpretation from the Labor-Management Interpretation Committee. In such cases, the Labor-Management Interpretation Committee will be limited to providing such interpretation or clarification of the Agreement which will be binding on the Arbitrator. Any decision or remedy remains the sole prerogative of the Arbitrator.

B. The time limits specified in the grievance procedure may be extended by mutual agreement of the parties.

### **Section 6.2—Jurisdictional Disputes**

A. The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of agreements of record, established trade agreements and prevailing area practices.

B. All questions, complaints or disputes dealing with craft jurisdiction shall be referred to the business representatives of the Unions involved in the jurisdictional disputes and to the





Employer's authorized representative, who shall then meet at a location acceptable to all parties. Jurisdictional disputes which cannot be resolved at the local level shall be referred to the International Unions involved for a determination. Pending such determination, the work will continue as assigned by the Employer. Any determination made pursuant to this provision shall be final and binding on the disputing unions and the involved Employer on this project only. Such a determination shall not establish a precedent on other project sites. In resolving such disputes, it will be recognized that the Employer continues to determine crew sizes.

**ARTICLE 7  
Duration of Agreement**

**Section 7.1—Term of Agreement**

This Agreement shall be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall continue in effect until terminated by ninety (90) days written notice from either party to the other. Changes in the agreement may be made at any time by the mutual consent of the parties.

This agreement including its addenda shall remain in full force and effect for the duration of any project where construction work has commenced under the terms of this Agreement.

**Section 7.2—Parties to the Agreement**

The Parties to this Agreement are the individual International Unions of the National Infrastructure Alliance bargaining for and on behalf of their affiliated local unions and the individual contractors of the National Infrastructure Contractors Association.

It is further agreed that the liability of the Employer(s) and the signatory individual Unions and/or the parties that become signatory to the Agreement shall be several and not joint.

**National Infrastructure  
Alliance**

**National Infrastructure  
Contractors Association**

**ACCEPTANCE OF AGREEMENT**

*This Agreement becomes effective upon the signing of a Project Addendum to this Agreement between the National Infrastructure Alliance and the Employer, and only for the specific project referenced in the Addendum.*





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**NIA**  
**NATIONAL INFRASTRUCTURE ALLIANCE**

[www.niabuild.org](http://www.niabuild.org)

**NATIONAL HEADQUARTERS**  
**1634 Eye Street, NW, Suite 805**  
**Washington, DC 20006**  
**(202) 239-4779**

**Revised February 2014**



**Purple Line Project  
Addendum to NIA Heavy and Highway Construction Project Agreement**

**Attachment 2**

**Copies of: Maryland Montgomery County Heavy Construction Decision, Mod 4, the Maryland Prince George's County Heavy Construction Decision Mod 2, the Maryland Montgomery County Building Construction Decision Mod 9, and the Maryland Prince George's County Building Construction Decision Mod 9**

**ATTACHMENT 2 TO EXHIBIT 16**  
**FEDERAL WAGE DECISIONS**

**ATTACHMENT 2-A: General Decision MD34**

General Decision Number: MD150034 10/02/2015 MD34

Superseded General Decision Number: MD20140034

State: Maryland

Construction Type: Heavy

County: Montgomery County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	05/01/2015
2	06/26/2015
3	07/17/2015
4	08/14/2015
5	09/11/2015
6	10/02/2015

CARP0132-016 05/01/2015

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 27.56	9.08

ELEC0026-019 06/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 42.80	15.33+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

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ENGI0077-014 05/01/2015

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 29.30	8.65+a
OPERATOR: Crane		
35 ton Cranes and Above.....	\$ 34.36	8.65+a
Cranes Below 35 tons.....	\$ 32.71	8.65+a
Tower and Climbing Cranes...	\$ 35.91	8.65+a
Tower Cranes and Cranes		
100 tons and Over.....	\$ 35.91	8.65+a
OPERATOR: Drill.....	\$ 34.36	8.65+a
OPERATOR: Excavator.....	\$ 29.30	8.65+a
OPERATOR: Mechanic.....	\$ 36.75	8.65+a
OPERATOR: Piledriver.....	\$ 32.71	8.65+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

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IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

---

LABO0657-019 06/01/2015

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 24.06	7.31

---

PAIN0051-020 06/01/2013

	Rates	Fringes
PAINTER: Steel.....	\$ 32.66	8.91

---

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

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\* TEAM0639-008 06/01/2015

	Rates	Fringes
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TRUCK DRIVER, Includes Dump  
 Truck.....\$ 21.15      2.30+a  
 TRUCK DRIVER: Lowboy Truck.....\$ 23.15      2.30+a

a.VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

-----  
 SUMD2010-073 07/08/2010

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.00	10.16
LABORER: Common or General.....	\$ 14.01	0.00
LABORER: Flagger.....	\$ 15.71	8.58
LABORER: Grade Checker.....	\$ 14.62	3.08
LABORER: Landscape.....	\$ 17.72	8.58
LABORER: Mason Tender - Brick...	\$ 15.93	7.83
LABORER: Pipelayer.....	\$ 15.50	0.00
OPERATOR: Backhoe.....	\$ 22.00	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.41	5.15
OPERATOR: Gradall.....	\$ 20.50	8.89
OPERATOR: Grader/Blade.....	\$ 19.00	5.00
OPERATOR: Loader.....	\$ 17.50	0.00
OPERATOR: Mechanic.....	\$ 22.12	6.22
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.53	9.07
OPERATOR: Piledriver.....	\$ 19.95	4.50
OPERATOR: Roller.....	\$ 16.50	5.34
OPERATOR: Trackhoe.....	\$ 18.98	7.32
PAINTER: Brush, Roller and Spray.....	\$ 24.32	6.91



PIPEFITTER.....\$ 22.51          6.47

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are  
final.=====

END OF GENERAL DECISION

**ATTACHMENT 2-B: General Decision MD35**

General Decision Number: MD150035 10/02/2015 MD35

Superseded General Decision Number: MD20140035

State: Maryland

Construction Type: Heavy

County: Prince George's County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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5	09/11/2015
6	10/02/2015

CARP0132-016 05/01/2015

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 27.56	9.08

ELEC0026-019 06/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 42.80	15.33+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

ENGI0077-015 05/01/2015

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 29.30	8.65+a
OPERATOR: Crane		
35 ton Cranes and Above.....	\$ 34.36	8.65+a
Cranes Below 35 tons.....	\$ 32.71	8.65+a
Tower and Climbing Cranes...	\$ 35.91	8.65+a
Tower Cranes and Cranes		
100 tons and Over.....	\$ 35.91	8.65+a
OPERATOR: Drill.....	\$ 34.36	8.65+a
OPERATOR: Excavator.....	\$ 29.30	8.65+a
OPERATOR: Loader		
Front End Loaders.....	\$ 29.30	8.65+a
OPERATOR: Mechanic.....	\$ 36.75	8.65+a
OPERATOR: Piledriver.....	\$ 32.71	8.65+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

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IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

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LABO0657-020 06/01/2015

	Rates	Fringes
LABORER (Common or General).....	\$ 23.67	7.31
LABORER: Mason Tender - Cement/Concrete.....	\$ 24.06	7.31

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PAIN0051-020 06/01/2013

	Rates	Fringes
PAINTER: Steel.....	\$ 32.66	8.91

---

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

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\* TEAM0639-009 06/01/2015

	Rates	Fringes
TRUCK DRIVER (DUMP TRUCK).....	\$ 21.15	2.30+a

a.VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

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SUMD2010-074 07/08/2010

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.00	10.16
LABORER: Flagger.....	\$ 15.71	8.58
LABORER: Grade Checker.....	\$ 14.62	3.08
LABORER: Landscape.....	\$ 17.72	8.58
LABORER: Mason Tender - Brick....	\$ 15.93	7.83
LABORER: Pipelayer.....	\$ 15.50	0.00
OPERATOR: Backhoe.....	\$ 19.15	4.05
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.41	5.15
OPERATOR: Gradall.....	\$ 20.50	8.89
OPERATOR: Grader/Blade.....	\$ 19.00	5.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.53	9.07
OPERATOR: Roller.....	\$ 16.95	5.61
OPERATOR: Trackhoe.....	\$ 18.98	7.32
PAINTER: Brush, Roller and Spray.....	\$ 24.32	6.91
PIPEFITTER.....	\$ 21.25	5.31
TRUCK DRIVER: Lowboy Truck.....	\$ 17.17	9.98

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal

number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:



Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**ATTACHMENT 2-C: General Decision MD57**

General Decision Number: MD150057 10/09/2015 MD57

Superseded General Decision Number: MD20140057

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

**BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).**

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/06/2015
3	04/03/2015
4	05/08/2015
5	05/22/2015
6	06/26/2015
7	07/03/2015
8	07/17/2015
9	08/14/2015
10	09/11/2015
11	09/18/2015
12	10/09/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

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ASBE0024-010 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical systems, and walls).....	\$ 20.86	5.46

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BRMD0001-006 05/03/2015

	Rates	Fringes
TILE SETTER.....	\$ 26.75	10.68

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BRMD0001-009 05/03/2015

	Rates	Fringes
TILE FINISHER.....	\$ 21.96	9.50

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BRMD0001-011 05/03/2015

	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 30.36	9.69

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BRMD0001-012 05/03/2015

	Rates	Fringes
MASON - STONE.....	\$ 35.19	16.17

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CARP0132-017 05/01/2015

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation and Form Work).....	\$ 27.56	9.08

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CARP1831-002 04/01/2013

	Rates	Fringes
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MILLWRIGHT.....\$ 31.59      8.58

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ELEC0026-021 09/01/2014

Rates      Fringes

ELECTRICIAN (Communication  
and Sound Equipment).....\$ 27.05      8.58

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ELEC0026-022 06/01/2015

Rates      Fringes

ELECTRICIAN (Including low  
voltage wiring for and  
installation of alarms, HVAC  
controls).....\$ 42.80      15.33+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

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ELEV0010-001 01/01/2015

Rates      Fringes

ELEVATOR MECHANIC.....\$ 41.09      28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0077-018 05/01/2013

Rates      Fringes

OPERATOR: Bulldozer.....\$ 31.65      8.45+a

OPERATOR: Loader

Front End Loaders 3 1/2  
cubic yards and above.....\$ 32.40      8.45+a

Front End Loaders Below 3  
1/2 cubic yards.....\$ 31.65      8.45+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

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IRON0005-005 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.65	18.135

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IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

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LABO0657-017 06/01/2015

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.63	7.31
LABORER: Pipelayer.....	\$ 22.63	7.31

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PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

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PAIN0051-019 06/01/2014

	Rates	Fringes
PAINTER Brush, Roller, Spray and Drywall Finisher/Taper.....	\$ 24.89	9.05
Industrial.....	\$ 29.60	9.05

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PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

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PLAS0891-006 02/01/2014

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 27.15 9.61

PLAS0891-008 08/01/2014

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

PLUM0005-010 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 39.67	16.60+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

\* PLUM0602-011 08/01/2015

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 38.89	19.97+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

SFMD0669-001 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

SHEE0100-015 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.79	16.77+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

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SUMD2010-091 08/04/2010

	Rates	Fringes
LABORER		
Common or General.....	\$ 14.15	2.30
Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	
Mason Tender - Brick.....	\$ 13.00	0.00
Mason Tender - Stone.....	\$ 14.03	0.00
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 13.21	
Mortar Mixer.....	\$ 16.61	9.08

POINTER, CAULKER, CLEANER,  
Includes pointing, caulking,  
cleaning of existing masonry,  
brick, stone and cement  
structures (restoration  
work); excludes pointing,  
caulking, cleaning of new or  
replacement  
masonry, brick, stone or  
cement.....

\$ 19.19	0.00
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POWER EQUIPMENT OPERATOR:		
Asphalt Roller.....	\$ 21.35	5.38
Backhoe.....	\$ 19.82	5.02
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00
Forklift.....	\$ 16.00	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50	5.18
Paver.....	\$ 17.47	6.36
Roller excluding Asphalt....	\$ 17.60	3.88

TERRAZZO WORKER/SETTER.....	\$ 19.94	6.54
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TRUCK DRIVER

Dump Truck.....	\$ 15.90	1.12
Tractor Haul Truck.....	\$ 17.87	9.98

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.



## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**ATTACHMENT 2-D: General Decision MD58**

General Decision Number: MD150058 10/09/2015 MD58

Superseded General Decision Number: MD20140058

State: Maryland

Construction Type: Building

County: Prince George's County in Maryland.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/06/2015
3	04/03/2015
4	05/08/2015
5	05/22/2015
6	06/26/2015
7	07/03/2015
8	07/17/2015
9	08/14/2015
10	09/11/2015
11	09/18/2015
12	10/09/2015

ASBE0024-007 10/01/2013

Rates Fringes

ASBESTOS WORKER/HEAT & FROST  
INSULATOR.....\$ 33.13 13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

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ASBE0024-010 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical systems, and walls).....	\$ 20.86	5.46

---

BRMD0001-006 05/03/2015

	Rates	Fringes
TILE SETTER.....	\$ 26.75	10.68

---

BRMD0001-011 05/03/2015

	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 30.36	9.69

---

BRMD0001-012 05/03/2015

	Rates	Fringes
MASON - STONE.....	\$ 35.19	16.17

---

BRMD0001-013 05/03/2015

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.75	10.68

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CARP0132-017 05/01/2015

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation and Form Work).....	\$ 27.56	9.08

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CARP1831-002 04/01/2013

	Rates	Fringes
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MILLWRIGHT.....\$ 31.59      8.58

-----  
ELEC0026-021 09/01/2014

Rates      Fringes

ELECTRICIAN (Communication  
and Sound Equipment).....\$ 27.05      8.58

-----  
ELEC0026-022 06/01/2015

Rates      Fringes

ELECTRICIAN (Including low  
voltage wiring for and  
installation of alarms, HVAC  
controls).....\$ 42.80      15.33+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday,  
Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after  
Thanksgiving Day and Christmas Day.

-----  
ELEV0010-001 01/01/2015

Rates      Fringes

ELEVATOR MECHANIC.....\$ 41.09      28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day,  
Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service;  
6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

-----  
ENGI0077-017 05/01/2013

Rates      Fringes

POWER EQUIPMENT OPERATOR:

Backhoe.....\$ 32.40      8.45+a  
Bulldozer.....\$ 31.65      8.45+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day,  
Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after  
Thanksgiving and Christmas Day.

-----  
IRON0005-005 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.65	18.135

-----  
IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

-----  
LABO0657-021 06/01/2015

	Rates	Fringes
LABORER (Common or General).....	\$ 14.93	7.31
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.63	7.31
LABORER: Pipelayer.....	\$ 22.63	7.31

-----  
PAIN0051-014 06/01/2014

	Rates	Fringes
GLAZIER Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

-----  
PAIN0051-019 06/01/2014

	Rates	Fringes
PAINTER Brush, Roller, Spray and Drywall Finisher/Taper.....	\$ 24.89	9.05
Industrial.....	\$ 29.60	9.05

-----  
PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER.....	\$ 28.33	5.85

-----  
PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61

PLAS0891-008 08/01/2014

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

PLUM0005-010 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 39.67	16.60+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

\* PLUM0602-011 08/01/2015

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 38.89	19.97+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

SFMD0669-001 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

SHEE0100-015 07/01/2015

Rates	Fringes
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SHEET METAL WORKER (Including  
HVAC Duct Installation).....\$ 39.79      16.77+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

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SUMD2010-092 08/04/2010

	Rates	Fringes
<b>LABORER</b>		
Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	0.00
Mason Tender - Brick.....	\$ 13.28	2.95
Mason Tender - Stone.....	\$ 14.03	0.00
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 14.15	0.00
Mortar Mixer.....	\$ 16.61	9.08
 <b>POINTER, CAULKER, CLEANER,</b> Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....		
	\$ 19.14	
 <b>POWER EQUIPMENT OPERATOR:</b>		
Asphalt Roller.....	\$ 21.35	5.38
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00
Forklift.....	\$ 16.00	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50	5.18
Loader.....	\$ 24.00	5.40
Paver.....	\$ 17.47	6.36
Roller excluding Asphalt....	\$ 17.60	3.88
 TILE FINISHER.....	\$ 17.87	7.32
 <b>TRUCK DRIVER</b>		
Dump Truck.....	\$ 15.90	1.12
Tractor Haul Truck.....	\$ 17.87	9.98

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Purple Line Project  
Addendum to NIA Heavy and Highway Construction Project Agreement**

**Attachment 3  
Apprentice Rates**

**PURPLE LINE PROJECT**  
**MONTGOMERY and PRINCE GEORGE'S COUNTY, MARYLAND**  
**APPRENTICE RATES.**

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**CARPENTERS**

	Apprentice			
	1st	2nd	3rd	4th
Wage	\$16.54	\$19.29	\$22.05	\$24.80
Health	\$4.90	\$4.90	\$4.90	\$4.90
Pension	\$0.00	\$0.00	\$2.78	\$2.78
Annuity	\$1.70	\$1.70	\$0.80	\$0.80
Apprentice	\$0.50	\$0.50	\$0.50	\$0.50
Promotional	\$0.00	\$0.00	\$0.00	\$0.00
International	\$0.10	\$0.10	\$0.10	\$0.10
<b>Total Package</b>	<b>\$23.74</b>	<b>\$26.49</b>	<b>\$31.13</b>	<b>\$33.88</b>

**LABORERS**

Based on a Laborer Group 1 Rate per hour: \$23.67

Work Hours	Percentage	Rate
1 0-800	60.00%	\$14.20
2 801-1600	70.00%	\$16.57
3 1601-2400	80.00%	\$18.94
4 2401-3200	90.00%	\$21.30

	Apprentice Laborers			
	Step 1	Step 2	Step 3	Step 4
Rate	\$14.20	\$16.57	\$18.94	\$21.30
Death	\$0.02	\$0.02	\$0.02	\$0.02
Pension	\$0.00	\$0.00	\$0.00	\$0.00
Health and Welfare	\$4.04	\$4.04	\$4.04	\$4.04
Training	\$0.30	\$0.30	\$0.30	\$0.30
LECET	\$0.00	\$0.00	\$0.00	\$0.00
CCC Industry Fund	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Package</b>	<b>\$18.56</b>	<b>\$20.93</b>	<b>\$23.30</b>	<b>\$25.66</b>

**OPERATING ENGINEERS**

	Apprentice Operators		
	0-2000 Hrs	2001-4000 Hrs	4001-6000 Hrs
Rate	\$19.10	\$22.50	\$24.35
Health and Welfare	\$4.85	\$4.85	\$4.85
Pension	\$2.80	\$2.80	\$2.80
Apprenticeship	\$0.50	\$0.50	\$0.50
Annuity	\$0.50	\$0.50	\$0.50
Administrative Dues	\$0.77	\$0.77	\$0.77
<b>Total Package</b>	<b>\$28.52</b>	<b>\$31.92</b>	<b>\$33.77</b>

**PURPLE LINE PROJECT  
MONTGOMERY and PRINCE GEORGE'S COUNTY, MARYLAND  
APPRENTICE RATES.**

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**IRONWORKERS - RODMEN**

To Be Determined

**IRONWORKERS - STRUCTURAL**

To Be Determined

**Purple Line Project**  
**Addendum to NIA Heavy and Highway Construction Project Agreement**

**Attachment 4**  
**Wage and Fringe Escalation**

***Wage rates (total package) shall be increased by 1% on January 1, 2018***

***Wage rates (total package) shall be increased by 1% on July 1, 2018***

***Wage rates (total package) shall be increased by 2% on July 1, 2019***

***Wage rates (total package) shall be increased by 2% on July 1, 2020***

***Wage rates (total package) shall be increased by 2% on July 1, 2021***