

K 8500
4,500 workers

94 pp.

LABORERS' AGREEMENT

Contract No. 40090

Entered into Between

**LABORERS' DISTRICT COUNCIL
OF WESTERN PENNSYLVANIA
AFL-CIO**

Consisting of:

- L.U. #286 L.U. #910
- L.U. #323 L.U. #952
- L.U. #373 L.U. #964
- L.U. #833 L.U. #1451

and

**The Master Builders' Association
of Western Pennsylvania, Inc.**



Effective: June 1, 1998 to May 31, 2005

INDEX

	Page
Non-discrimination	57
Non-Union Competitiveness Clause	58
Overtime and Holidays	14
Pay Period	21
Lay-offs and Discharges	21
Itemized Pay Stubs	22
Pension Fund	35
Pre-Job Conference	32
Prevailing Wage Freeze Clause	61
Prevailing Wage Matching Clause	61
Recognition	1
Re-opening Notice	3
Responsibility of Parties	31
Building Construction Industry	
General Safety Rules	79
Separability and Savings Clause	58
Subletting of Work	33
Union Subcontractors	33
Union Label	34
Term Clause	55
Area Agreements	55
Delinquent Subcontractors	56
Rigging of Material	56
Termination	3
Union Representatives	26
Job Steward	26
Authorized Union Agents	26

INDEX

	Page
Union Security, Check-Off and	
Payroll Deductions	23
Building & Defense Fund	24
Political Action Fund	24
Union Security	23
Check-Off	23
Authorization Slips	23
Wages	62
Wage Rates and Working Conditions	16
Classification of Work	16
Premium Classification	17
Arbitrator's Decision	18
Fringe Benefit Option	18
Wage Controls	19
Change House	20
Sanitary Facilities	20
Safety Rules	79
Protective Clothing & Equipment	21
Welfare Fund	34
Working Hours and Shifts	6
Normal Work Day	6
Lunch Period	12
Shift Operation	8
4-8 Hours Guarantee	9
Overtime	10
Overtime Lunch Period	12
Reporting Time	9
Foreman's Rates	11
Accident Pay	12
Holidays	14

AGREEMENT

This contract entered into the 1st day of June, 1998, by and between the MASTER BUILDERS' ASSOCIATION OF WESTERN PENNSYLVANIA, INC., as negotiating agent for and on behalf of its regular and associate members, and other employers and associations of employers who have given Power of Attorney to the Master Builders' Association to bargain as their negotiating agent, and the Laborers' District Council of Western Pennsylvania, (hereinafter referred to as the Union) to establish the conditions under which employees shall work for the Employers in the following counties:

Allegheny, Armstrong, Beaver, Butler, Clarion, Fayette, Greene, Indiana, Jefferson, Lawrence, Mercer, Washington and Westmoreland.

Recognition

The Employer recognizes the Union as the collective bargaining agent for the construction craft employees who are represented by the Union on commercial, industrial, and institutional building construction projects undertaken by the Employer within the geographic jurisdiction of the Union and the Master Builders' Association of Western Pennsylvania. This contract does not apply to

managerial employees, office and clerical employees, watchmen or other professional or supervisory employees as defined in the National Labor Relations Act as amended.

Construction Review and Promotion Committee

The Employer and the Union agree to meet monthly on the fourth (4th) Thursday of each month to discuss and review the Contract. The prime purpose of this Committee is to mutually assist and promote Union construction.

Negotiating Agents

Section 1. This Agreement is negotiated by the Master Builders' Association of Western Pennsylvania, Inc., acting as agent only for the present and future members, hereinafter referred to as Employers. For any breach of this Agreement, the liability of the Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent acting with liability for the acts of the individual member. It is also understood that the above named Laborers' District Council of Western Pennsylvania, affiliated with the Laborers' International Union of North America,

is acting only as agent for its affiliated Unions. For any breach of this Agreement, the liability of the affiliated Unions shall be several and not joint, and the liability of the Laborers' District Council shall be only that of negotiating agent acting without liability for the acts of the individual affiliated Unions.

Section 2. It is further understood that no liability shall arise on the part of the Employer or the Union by reason of any unauthorized act by any Employee or member respectively, unless and until such unauthorized act is brought to the Employer or the Union and that party is given reasonable opportunity to correct said act or ratify same.

ARTICLE I Termination

Section 1. This Contract shall be in full force and effect for a term of seven (7) years from June 1, 1998, until May 31, 2005. The Union and Master Builders' Association expressly waives any right to reopen this Contract during this four-year term or to negotiate during this four-year term on any matter or subject, whether or not covered by the provisions of this Contract except by mutual agreement of both parties.

Section 2. Sixty (60) days before the expiration date of this Contract, to wit: May 31, 2005, either party may give written notice to the other that it desires to terminate or modify this Contract, and upon receipt of such written notice, the parties agree to meet and confer for the purpose of attempting to negotiate a new Contract.

ARTICLE II

Declaration of Principles

Section 1. The Employers and the Union hereby adopt the following principles as an absolute basis for this Agreement.

- a. There will be no limitation to the amount of work a man will perform during his working day. Employers shall be at liberty to discharge whomsoever they see fit, providing that, at the Union's request, the Employer shall show good cause for discharge.

The Employer will place the first man on the job. The next man will be requested from the Local Union having jurisdiction in the area. All other hiring will be done by mutual understanding between the Employer and the Local Union having jurisdiction in the area. This will be done at the Pre-Job Conference under the provisions of Article

X. The Employer may retain the first man on the job as the last man employed provided it is mutually agreed by the Union and the Employer.

When the masonry portion of the work is performed by the General Contractor, the Contractor shall be permitted a second key man to perform portions of the masonry work.

- b. There shall be no restrictions of use of any machinery or tools when furnished by the Employer.
- c. There shall be no restrictions of the use of any raw or manufactured material except prison made.
- d. No person shall have the right to interfere with workmen during working hours except as provided in Article VII, Sections 1 and 4.
- e. All Foremen shall be card carrying members in good standing of the Laborers' International Union of North America, shall be selected by and be the agent of the Employer and shall be paid at the wage rate as herein specified and be covered by all provisions of this agreement.

- f. The Employers will make every effort to provide for the safety and protection of their Employees.

ARTICLE III

Working Hours and Shifts

Section 1. The Employer may schedule all employees for the normal work day starting at the hours of 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., without incurring any premium pay penalty or overtime pay. Any work scheduled to commence prior to the scheduled starting time and after eight (8) hours, shall be paid for at the premium overtime rate of pay, except as noted in the Special Conditions Clause. All work scheduled changing the above starting and quitting time shall be for cause. The Business Manager or authorized Representative of the Union shall be notified forty-eight (48) hours prior to the changes in the work schedule and the work schedule shall prevail for a minimum of five (5) days. The Employer must schedule all of this Employees for work at the same time on a particular project. The contractor may institute a four-day work week of ten (10) hour days without incurring overtime, where such work week is not prohibited by the Federal Contract Work Hours and Safety Standards Act or any other Federal or State Laws or regulations or job contract conditions.

Time and one-half (1½) will be paid for all work in excess of ten (10) hours per day and 40 hours per week, where due to inclement weather, 40 hours have not been worked in the week (exclusive of overtime) time worked on Friday or Saturday shall be at straight time basis. Friday shall be the primary make-up day, however, if Friday cannot be used as the make-up day due to inclement weather, Saturday may be used as the make-up day. In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled.

Any employee hired on any day of the week, Monday through Thursday, and who does not lose time from the day of his initial hire until Friday, shall receive time and one-half (1½) the regular rate of wages from Friday and Saturday.

An employee who, on his own accord, is absent from work on any day of the week from Monday through Thursday, and an inclement weather day occurs, then such employee shall be paid straight time wages; provided however, that any work in excess of ten (10) hours on Friday or Saturday shall be paid at time and one-half (1½) the regular rate of wages in any event.

Holidays occurring on any day of the week from Monday through Thursday shall not be considered as a day worked.

Section 2.

- a. When two (2) shifts are required on the same operation, either two (2) shifts of eight (8) hours per shift between the hours established for that job or project, or two (2) shifts of ten (10) hours per shift between the hours established for that job or project may be used. Any work in excess of eight (8) hours on an eight (8) hour shift operations, or any work in excess of ten (10) hours on a ten (10) hour shift operation shall be paid for at the prescribed overtime rate. When three (3) shifts are required, the first and second shifts shall work eight (8) hours between the hours established for that job or project; the third shift shall work seven (7) hours and received eight (8) hours pay. Any work in excess of seven (7) hours on the third shift shall be paid at the prescribed overtime rate. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed in this section (eight (8) or ten (10) hours pay for each shift). Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable rate for that day.

On all projects where the National Maintenance Agreement Policy Committee (NMAPC) agreements are in effect, the shift differentials contained in the NMAPC agreements shall govern.

On multiple shift operations, all shifts have to be completed on a daily basis (Saturday and Sunday included) except at the termination of the shifts or under special job conditions approved by the Union.

Should the Employer have a job where these shift hours are not feasible, the Employer shall notify the Union. This condition shall not apply to a normal two (2) or three (3) shift operation.

When Employees are regularly employed on multiple shift work and report for work, or when Employees are ordered out for multiple shift work and are placed at work, they shall receive not less than four (4) hours of pay even though they are laid-off before having worked a half shift or three and one-half (3 $\frac{1}{2}$) hours. If employees work more than four (4) hours, they shall be paid the full shift.

When Employees are regularly employed on any shift and report for work, or when they are ordered out and not placed at work, they

shall receive four (4) hours pay. This shall not apply under conditions over which the Employer has no control. Should the Employer request the employee to wait at the beginning of the first shift which will be either 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., the employee may wait for one (1) hour without pay. The Employer may request the employee to wait an additional two (2) hours and pay the employee for one-half the waiting time (up to the maximum of one (1) hour. Should the employee start to work, he shall be paid for actual hours worked; however the employee shall be guaranteed four (4) hours of pay. In addition, the employee shall receive the waiting time pay up to a maximum of one (1) hour. The waiting time as outlined above shall not be mandatory.

- b. If any Employer requests the employee to work on more than one (1) shift in any one twenty-four (24) hour period, all work on the additional shift shall be computed as overtime and paid at the premium rate of pay.
- c. If an employee is required to work three (3) hours overtime or more but less than seven (7) hours without adequate prior notification, the Employer shall furnish an adequate lunch or give a thirty (30) minute lunch break

at the straight time rate. After each seven (7) hours of overtime, the same provision shall apply.

- d. In the event that an employee is required to travel as requested by the Employer during his lunch period, irrespective of the number of shifts, one or more, he shall be paid at the premium rate.

e. **LABORER FOREMAN**

A Laborer Foreman shall be paid thirty-five (\$0.35) cents per hour above the highest wage rate classification on the Employer's payroll in that crew and be guaranteed eight (8) hours of pay.

A General Laborer Foreman shall be paid fifty-five cents (\$0.55) per hour above the highest wage rate classification on the Employer's payroll in that crew and be guaranteed eight (8) hour of pay.

Section 3. All employees called out after the regular starting time shall be guaranteed a full day's wages, provided that the Employee reports to the job site within a reasonable period of time after being called out and provided that he works the balance of the shift.

Section 4. Employees engaged in the work of mixing mortar shall be allowed to start one-half ($\frac{1}{2}$) hour prior to the scheduled starting time of 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., and 8:00 a.m., at the straight time rate of wage to prepare the mortar for the mechanics with whom they work, so that the mechanics may start at the starting time. All work over eight (8) hours shall be paid for at the premium rate of pay.

Section 5. Job-Incurred Accident Pay. Any workman injured on a job-incurred accident during the shift and requiring emergency treatment by a physician, hospitalization or first aid shall receive pay for a full shift. However, if the injured workman is released to return to work and does not return to work, then he shall receive pay only for the actual time worked.

Section 6. All employees shall be prepared to start work at their scheduled starting time.

Section 7. Lunch period shall be reasonably near the mid-point of the shift. Thirty (30) minutes shall constitute the lunch period. Work performed by the Employee during the lunch period shall be paid at the applicable overtime rate.

In the event of concrete or grout placement operations, thirty (30) minutes uninterrupted must be taken between 11:30 a.m. and 1:00 p.m.

However, where the lunch period interferes with productivity or operational efficiency of the project, the Employer may schedule lunch periods on an individual, operation or crew basis.

Section 8. There shall be a pre-lunch coffee break of ten (10) minutes, which each employee shall take only at his work station.

Section 9.

- a. All time worked prior to the normal starting time and after the normal quitting time Monday through Friday, shall be paid at time and one-half (1½) the normal rate of pay for the job performed. (All starting and quitting times which apply during the week shall also apply on Saturdays, Sundays, and Holidays.)

All work performed on Saturday shall be paid at one and one-half (1½) the normal rate of pay for the job performed (except for make-up days and shift work). All time worked on Sundays or Holidays shall be paid at double the normal rate of pay for the job performed.

- b. It is agreed that when time is lost by the workers during the regular work week, Monday through Friday, due to inclement weather only, with notification to the Union, this time may be made up on Saturday at the regular rate of wages. All Saturday work

must be scheduled on an eight (8) hour basis. All hours worked in excess of the forty (40) hours in the work week or eight (8) hours each day, shall be paid at the appropriate overtime rate. In the event an employee cannot work, no punitive action shall be taken by the Employer.

Any Employee hired on any day of the week, Monday through Friday, and who does not lose any time from the day of his initial hire until Saturday, shall receive time and one-half (1½) the regular rate of wages for Saturday.

Holidays occurring on any day of the week from Monday through Friday shall be considered as a day worked.

Should the Employer not have work available for all laborers who lost time due to the inclement weather, he shall employ only those necessary on Saturday. The Employer shall make every effort to equalize the amount of make-up time used among all the laborers except that if the job steward's crew works a make-up day, he/she shall be included in the make-up day crew.

Section 10. Should a Holiday fall on a Sunday, it will be celebrated on a Monday. The following days are recognized as legal Holidays.

New Years Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Veterans Day*
Thanksgiving Day
Christmas Day

***NOTE:** Veterans Day will be celebrated on the Friday following Thanksgiving Day.

Section 11. On those projects where activities will not permit construction during the normal work day, the employer may institute a shift to accommodate the owner and the following shall apply:

1. The Employer shall notify the union in writing of the restrictions imposed by the owner and the hours of the special shift to be worked prior to beginning the special shift. Should the employer fail to notify the union, normal shift differentials and/or overtime provisions shall apply.

2. On a single shift operation, the laborers shall work a regular shift regardless of the starting time and no shift differentials shall apply.

3. If a second shift is instituted beginning at an odd starting time due to owners requirements, the second shift shall be eight (8) hours work for eight (8) hours pay, provided the second shift is not immediately consecutive to the first shift.

4. If three (3) shifts are operated in one day, normal shift differentials shall apply.

5. Once a shift is established, it shall remain in effect for a minimum of three (3) working days and a forty-eight (48) hour notice must be given prior to a change in the starting time. Should notice not be given in a timely manner, normal shift differentials and/or overtime provisions shall apply.

ARTICLE IV

Wage Rates and Working Conditions

Section 1. The work to be performed by Employees covered by this Agreement shall be that which is commonly known in the Building Industry as Building and Common Labor, whether performed in or around buildings, and whether performed in connection with the erection of new buildings or the wrecking, in connection with alteration, remodeling or repair of old buildings, and all work pertaining to Masonry in all its branches; further the work to be performed by the Employees covered by this Agreement shall be in accordance with past practice and nothing herein contained or omitted herefrom shall be deemed a waiver of such work.

Section 2. The Employer shall pay employees the wage rates set forth in the Wage Supplement

to this Contract and wages shall be paid weekly by check or other legal tender.

Section 3. When an Employee is engaged in a higher classification, his rate for the first two (2) hours worked shall be that of the higher classification. When an Employee works more than two (2) hours in a higher classification, his rate for the first four (4) hours worked shall be at the higher classification. When an Employee works more than four (4) hours in a higher classification, his rate for the first eight (8) hours worked shall be at the higher classification, except a man employed as a Blaster or Wagon Drill Operator shall not suffer any reduction in rate for the balance of the day, but in no case shall the Employee be paid for more hours than actually worked.

Section 4.

- a. Work in piers, trenches, open coffer dams or caissons at depths more than ten feet (10') below the adjacent grades shall be paid at fifteen cents (\$0.15) an hour above the employee's hourly rate.
- b. All work performed regardless if new, rebuilt, tear down or repair of industrial furnaces, stacks, coke ovens or concrete/brick masonry stack type cooling towers shall be paid at fifteen cents (\$0.15) an hour above the employee's hourly rate.

This provision shall apply to all work performed in the soaking pits and foundations.

- c. The removal, handling and disposal of all asbestos and/or hazardous/toxic waste incidental to or part of any work covered by this Agreement shall be performed by laborers covered by this Agreement and paid in accordance with the wage rates listed in this Agreement.

The Arbitrator's decision on cooling towers shall be binding for cooling towers only, which reads as follows:

"Laborers performing work on brick or masonry stack-type cooling towers shall be entitled to the fifteen (\$0.15) cents premium when they work more than twenty-five (25) feet above ground level, or when they are directed by the Contractor to work within the roped-off area below the pre-cast concrete grillage while transite or other materials are being handled or installed in the vicinity overhead."

Section 5. On or after June 1, 1998, the Union shall have the option of applying all or any part of any of the increases scheduled on each date thereafter for improvement or payment of costs of any Fringe Benefits or any other Benefits that

are now in existence or may be adopted by the Laborers' District Council of Western Pennsylvania or for hourly working dues, provided that the Union gives the Employer written notice of its election to do so by Registered Letter at least thirty (30) days before the effective date of the scheduled increases, specifying in said notice the amount of the increase to be applied for any of the said purposes.

Section 6. In the event that the Federal Government should impose wage or price controls in the Building Industry, the hourly rates of pay in effect on the effective date of such controls shall continue in effect until such Federal controls are lifted and all increases in rates of pay provided under this Agreement scheduled to become effective at a date subsequent to the effective date of the controls, together with the Union's option to use all or part of the increases for added Fringe Benefits shall be suspended, until such times as Federal Controls are removed. This in no way shall affect the termination date of this Agreement, May 31, 2005. This shall also not preclude the rights of the parties to appeal to the proper agencies.

Section 7. When Employees are engaged in the work of handling such materials as sills and lintels, the Employer shall furnish such blocks and ropes as are necessary to place the same upon the work.

Section 8. On all jobs, ample and comfortable space or shed space shall be made available for the Laborers. The space or shed space shall not be used to store any equipment or material.

Section 9. Pure, clean, drinking water shall be accessible at all times with sanitary paper cups available. A suitable and sanitary toilet shall be provided.

Section 10. The parties to this Contract agree to enforce reasonable precautionary measures to protect the safety and general well-being of the Employees in compliance with Federal, State, and Local Safety Laws, that the hazards of construction work be at least maintained at a minimum. The Parties to this Contract agree to abide by and enforce the Building Construction Industry General Safety Rules as developed by the Construction Industry Advancement Program and the Pittsburgh Building Trades Council's Joint Safety Committee.

Section 11. The Employer shall furnish raincoats, hard hats, boots and safety equipment for Laborers when necessary for safety and inclement weather or working conditions. All rubber boots necessary to the prosecution of the job shall be disinfected and in sanitary condition before being issued to the individual on each and every occasion. Boots and foul weather equipment shall be supplied by the Employer

only for Employees who are required to work in conditions that require that the same be provided.

When the Employer issues rain gear or safety equipment to an Employee, the Employee may be required to sign a receipt for same. If the equipment is lost while in the possession of the Employee, he shall be held responsible for the loss. (This shall not be construed to cover normal wear and tear or damage to these items incurred by the Employee in the performance of his duties.)

Should the Employer fail to supply protective clothing and/or equipment under inclement weather and/or hazardous conditions, and the employee's personal clothing is damaged, the Employer shall assume all liability for this damage to personal clothing.

ARTICLE V

Pay Period

Section 1. The weekly pay day shall be three (3) days after the end of the Employers designated work week. All employees shall be paid in cash on the jobsite or be paid waiting time until paid off. If an employee quits on his own accord, he shall wait until the next regular pay day to be paid; however, if discharged or laid-off, he shall

be paid immediately, prior to leaving the job or be considered in continued employ of the Contractor at the regular hourly rate until such time as he is paid in full. Should circumstances arise whereby the Employer cannot comply with the preceding provision in cases of lay-off or discharge, the Business Manager and/or Field Representative of the Local Union must be notified at once and a mutual agreement reached as to when and in what amount said payment will be made.

Notwithstanding the provisions herein, the Employer shall have the right at his option to pay his Employees by check on the job, provided that such right and option of an Employer shall be terminated if an Employee's pay check shall be returned for non-sufficient funds, and that Employer shall pay in cash thereafter.

Section 2. On each pay envelope or detachable pay stub shall be specified the pay period, the name of the Employer, the name of the Employee, the hours worked, the rate of pay, the amount of pay, and all itemized deductions and Employer contributions. If the Employee is paid by check, the pay stub shall contain the number as appears on the check. If the Employee is paid by cash, his name shall appear on the pay envelope.

ARTICLE VI
Union Security,
Check-Off and Payroll Deductions

Section 1. The Employer and the Union hereby agree on a Check-Off Plan which shall operate as follows:

The Union agrees to furnish the employer with authorization check-off slips signed by the Employee. This Article shall be in compliance with the Labor Management Relations Act of 1947 and "Short-Title" Labor Management Reporting and Disclosure Act of 1959, as amended. The Employer agrees to make deductions, submit reports and payments of amounts due under the Check-Off Plan, on or before the thirtieth (30th) day of the month following the month for which the report is made. The Employer's deductions from the Employee shall be effective from the date of his authorization check-off slip.

The Employer and the Union agree that all Employees who come under the jurisdiction of the Locals covered by this Agreement shall be signed to the Check-Off System in accordance with Article VI. Any Employer who fails to file his reports or pay monies collected under the Check-Off System when the same is due and payable shall be considered in violation of this Agreement and subject to penalties outlined in Article XVII.

PAYROLL DEDUCTIONS. Effective June 1, 1998, the Employer agrees to deduct from the pay of his Employee, after having received the Employee's signed withholding authorization, an amount equal to three and two-tenths percent (3.2%) of the Employee's gross wages or in any other amount as authorized by action of the Laborers' District Council of Western Pennsylvania.

Three percent (3%) of the withholding shall be designated to the Laborers' District Council of Western Pennsylvania Dues Deduction Fund. Two-tenths percent (.2%) shall be designated to the Western Pennsylvania Laborers' Building and Defense Fund. However, if the employee has signed an authorization for remittance to the Western Pennsylvania Laborers' Political Action Fund, then an amount no greater than .133% shall be designated to said Fund. The remaining amount shall be designated to the Western Pennsylvania Building and Defense Fund. If no authorization has been signed by the member, then the entire two-tenths (.2%) percent shall be designated to the Western Pennsylvania Laborers' Building and Defense Fund.

Section 2. The Employer and the Union, parties to this Agreement, hereby agree that they will not jointly or severally discriminate against any applicant for such work as covered by this Agreement because of membership or non-

membership in the Union. However, the Employer agrees, as a condition of employment, that all Employees shall make application to become members of the Union which is affiliated with the Laborers' District Council of Western Pennsylvania after the seventh (7th) day following the execution of the Agreement or after the seventh (7th) day following the employment of the respective Employees, whichever is the later. All Employees who become members of the Union shall remain members of the Union during the term of this Agreement.

Section 3. The hiring of new workmen and the discharging of Employees upon request of the Union shall be in accordance with the Labor-Management Relations Act of 1947, as amended.

Section 4. The establishment of this program is subject to applicable Federal and State Laws and any other legal action that may be brought by any or all parties involved.

Section 5. The Employer shall make available the check-off forms to the employee for signature. The Union will supply the check-off forms to the Employer. Each employee signing the check-off form shall sign two (2) copies, one of which will be retained by the Employer and the other will be forwarded to the Local Union.

ARTICLE VII

Union Representatives

Section 1. The Union's Business Manager or any other authorized agent shall have access to all jobs. If jobs are being constructed within a restricted area, special arrangements shall be made for the representatives to enter and check the Employees.

Section 2. The Job Steward shall be appointed by the Union and the duties of the Job Steward shall be to examine Union Credentials and Referral Cards of the Laborers on the job. His Union duties shall be outlined by the Union Representative. He shall be allotted sufficient time to perform his duties. Should any violation of any nature arise, the Job Steward's duties shall be to report same to his Business Manager at once. A Job Steward has absolutely no authorization to call or cause any work stoppage. It is agreed that Job Stewards shall be with the Employees at all times.

Section 3. Should the Employer decide to lay-off or dismiss any Job Steward, he shall first call the Business Manager and both parties shall decide whether or not he shall be laid-off or dismissed. Should both parties not agree, it shall be referred to Arbitration. Said Steward shall not be laid-off or dismissed until settled by Arbitration.

Section 4. Employers are to permit Job Stewards to attend meetings called by the Union; however, the Employer will assume no liability for payment of wages during such absences.

Section 5. Neither the Job Steward nor the Union's Business Manager will have any authorization to call or cause a work stoppage, until such time as the Arbitration procedure, as contained in Article VIII, has been fully utilized.

Section 6. Any and all job conditions granted to Stewards or other crafts with which the Association negotiates an Agreement shall be granted equally to the Laborer Steward.

ARTICLE VIII Grievance and Arbitration Procedure

Section 1. Should any dispute arise as to the interpretation, application or claimed violation of any provision of this Contract, such dispute shall be settled in the following manner:

Step 1. The Employer's or the Master Builders' Association's designated representative and the Union Steward or Union Representative shall meet immediately after being notified of the grievance in an effort to resolve it.

Step 2. If the grievance is not resolved in Step 1, the grievance shall be submitted for determination, upon written request of either the Union or the Master Builders' Association to the Joint Arbitration Committee. The Joint Arbitration Committee shall consist of three (3) representatives designated by the Master Builders' Association and the three (3) representatives designated by the Union.

The Joint Arbitration Committee shall meet as promptly as possible, within seventy-two (72) hours excluding Saturday, Sunday and Holidays, after such request is made in an effort to resolve the grievance.

Step 3. Should the Joint Arbitration Committee be unable to resolve the grievance, it shall promptly refer it to a Permanent Arbitrator for decision.

Section 2.

- a. In the event an arbitrator is necessary, he shall be picked from a list furnished by the Federal Mediation and Conciliation Service. He/she shall be familiar with conditions in the industry and will be prohibited from making any additions to or deletions from the agreement as adopted by the Master Builders' Association and the Union.

- b. The arbitrator shall render his decision within fifteen (15) days from the hearing and such decision shall be submitted in writing as herein provided and shall be final.

Section 3. A grievance must be filed in writing within ten (10) working days of the event upon which it is based. Grievances which are not timely filed are void and of no effect.

Section 4. The award of the Permanent Arbitrator shall be final and binding on all parties and shall be enforceable in a court of law or equity. The Permanent Arbitrator shall have authority only to interpret and apply the provisions of the Contract, and he shall have no authority to add to, detract from, or alter its terms. The Permanent Arbitrator's decision shall be rendered as promptly as possible, but not more than thirty (30) days after the date of the hearing unless the time is extended by mutual agreement. Expenses of the Permanent Arbitrator shall be paid by the loser of the arbitration case.

Section 5. Where the dispute to be arbitrated involves a claimed violation of Article VI, Union Security, Check-Off and Payroll Deduction, Article XII, Laborers' District Council of Western Pennsylvania Welfare Fund, Article XIII, Laborers' District Council of Western Pennsylvania Pension

Fund, Article XIV, Health and Safety Fund, and/or Article XV, Industry Advancement Program of the Agreement, the arbitrator shall have the authority, upon the request of any party, to subpoena witnesses or documents, books or records relating to the dispute. If the Arbitrator shall determine that there has been a violation of the said Article of the Agreement, he shall have authority to direct submission of reports and payment of the delinquent contributions any interest or penalties due thereon to the Fund or Funds involved and to direct submission or reports and payments of monies due to the Union under the Check-Off Plan.

The right to seek enforcement of Article VI, XII, XIII, XIV, and/or XV of the Agreement throughout the arbitration procedure shall be at the option of the Trustees of the respective Funds, or the Union, and shall be in addition to, and not in lieu of, the right of the Trustees of the Funds or the Union to file suit in a Court of law or equity for collection of any monies due to said Fund, Funds, or Union by any Employer, but payment by the Employer pursuant to the award of an arbitrator shall be a full defense in any suit by the Trustees of the Fund, Funds, or Union.

ARTICLE IX

Responsibilities of the Parties

Section 1. During the term of this contract, there shall be no strike, work stoppage, slow down, sympathy strike or other interference with or impeding of work, except as hereinafter expressly provided.

Section 2. During the term of this contract, no employee shall participate in any strike, work stoppage, slow down, sympathy strike, or other interference with or impeding of work and the Union will not authorize, instigate, aid or otherwise condone any such activity by any of its members, except the Union shall have the right to stop work or strike if the Employer breaches the Contract by failing to pay proper wages, or by being delinquent in contributions, payments, remittances of penalties to the Welfare Fund, Pension Fund, Industry Advancement Fund. This Article shall also apply to the Dues Check-Off or payroll deductions as outlined in Article VI.

ARTICLE X

Pre-Job Conference

Section 1. When any employer (general contractor, prime contractor or subcontractor) secures work in any county covered by this Agreement, the contractor or his agent will notify the Laborers' District Council promptly and before starting work.

Section 2. There shall be a pre-job conference to review and clarify the Agreement between the Employer and the Union to include a discussion of opportunities so that the Union will have ample opportunity to refer qualified men to work. In addition, the Employer shall notify the Union of all subcontractors. If the sub-contractors are not known at the meeting, the contractor shall notify the Union when the sub-contractors are known. The Union shall have a pre-job conference with any subcontractor prior to starting to work.

Section 3. Should the contractor secure work in an amount of less than fifty thousand dollars (\$50,000.00), the Union has the option of requesting a pre-job conference to review and clarify the Agreement between the Employer and the Union to include a discussion of opportunities so that the Union will have ample opportunity to refer qualified men to work.

Section 4. A pre-job conference form shall be completed by the Local Union representative on a form supplied by the Union. Upon completion of the form, the Employer along with the Local Union representative, shall sign the pre-job conference form. A copy of the pre-job conference form shall be given to the Employer and a copy forwarded to the Laborers' District Council of Western Pennsylvania.

Section 5. Should any general, prime, or subcontractor violate the provisions of this Article, it shall be deemed a violation of the contract and is subject to arbitration.

ARTICLE XI

Sub-Letting of Work

Section 1.

- a. It is agreed that the Employer herein shall not contract or sub-contract any laborer work to be done at the site of the construction, alteration, or repair of a building structure or other work of like nature to any other Employer who does not have a collective bargaining agreement covering wages, hours and work conditions of his Employees with the Laborers' District Council of Western Pennsylvania.

- b. Relative to sub-letting of work, it is agreed that the Prime Contractor (Employer) shall stipulate that all sub-contractors shall make proper work jurisdiction assignments.
- c. It is further agreed that the Employers and their Subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment, save and except that every reasonable effort shall be made by the aforesaid to refrain from the use of materials, supplies and equipment, which use will tend to cause any discord or disturbance on the job.
- d. The Employer agrees to accept and use materials and products which bear the Union Label of the Laborers' International Union of North America in all instances in which such materials and products are available, or any other products or materials made by Employees with whom we have contractual agreements.

ARTICLE XII
Laborers' District Council of
Western Pennsylvania Welfare Fund

Section 1. The Employer agrees to pay to the Laborers' District Council of Western Pennsylvania Welfare Fund, for each hour

worked the following rates in the manner provided for in Article XVI.

6/1/98 - \$3.90	12/1/98 - \$3.90
6/1/99 - \$3.90	12/1/99 - \$3.95
6/1/00 - \$3.95	12/1/00 - \$4.00
6/1/01 - **	12/1/01 - **
6/1/02 - **	12/1/02 - **
6/1/03 - **	12/1/03 - **
6/1/04 - **	12/1/04 - **

** Subject to allocation of negotiated increase.

Section 2. Reports and payments of amounts due from the Employer to the Plan hereunder shall be monthly, on or before the thirtieth (30th) day of the month following the month for which the report is made. The aforesaid payments shall be subject to the provisions hereafter provided by the Agreement and Declaration of Trust, copy of which is incorporated by reference and made a part hereof.

ARTICLE XIII
Laborers' District Council
of Western Pennsylvania
Pension Plan

Section 1. The Employer agrees to pay to the Laborers' District Council of Western Pennsylvania Pension Plan, for each hour worked

the following rates in the manner provided for in Article XVI.

6/1/98 - \$1.95	12/1/98 - \$1.95
6/1/99 - \$1.95	12/1/99 - \$2.00
6/1/00 - \$2.00	12/1/00 - \$2.05
6/1/01 - **	12/1/01 - **
6/1/02 - **	12/1/02 - **
6/1/03 - **	12/1/03 - **
6/1/04 - **	12/1/04 - **

** Subject to allocation of negotiated increase.

Section 2. Reports and payments of amounts due from the Employer, to the Plan hereunder shall be made monthly, on or before the thirtieth (30th) day of the month following the month for which the report is made. The aforesaid payments shall be vested in the Employees, subject to the provision hereafter provided by the Trust Agreement implementing the Pension Plan, copy of which is incorporated by reference and made a part hereof.

ARTICLE XIV

National Funds

The Employer agrees to pay into the Laborers' International Union of North America National Funds, \$.06 per hour for each hour worked. Said Funds shall be administered by a joint labor/management Board of Trustees which shall be

through the International Union. Contributions shall be made in accordance with the consolidated report and contributions language contained herein.

ARTICLE XV

Industry Advancement Program and Education and Training Fund

Section 1. There has been established a Trust known as "The Construction Industry Advancement Program of Western Pennsylvania Fund", referred to herein as "Industry Fund". The Industry Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Instrument, and the activities of the Industry Fund shall be financed as set forth in Section 3 of this Article.

Section 2. There has also been established a Trust known as "The Western Pennsylvania Laborers' Education and Training Fund," referred herein as "Training Fund". Said Fund shall be administered by a joint Labor/Management Board of Trustees which shall include at least one representative from the Master Builders Association of Western Pennsylvania, Inc. Contributions to the Fund shall be made as set forth in Section 3 of this Article.

Section 3. The Employer agrees to pay into the "Construction Industry Advancement Program of Western Pennsylvania Fund" and the "Western Pennsylvania Laborers' Education and Training Fund" collectively, \$.21 per hour for each hour worked . Said payment shall be made in the manner provided in Article XVI - Consolidated Report and Check. The contribution shall be distributed as follows:

\$.11 shall be allocated to the "Industry Fund".

\$.10 shall be allocated to the "Training Fund".

Section 4. Monies collected by the agent for the Industry and Training Funds shall immediately distribute the funds in accordance with instructions received by the respective funds.

Section 5. The Construction Industry Advancement Program of Western Pennsylvania Fund will be used by its Trustees for the following purposes:

The promotion of safety and accident prevention in industry; educational programs such as schools for superintendents of construction and other advisory personnel; the cost of standardizing contracts and specifications setting up machinery to bring about cooperation between architects, engineers, and contractors to eliminate disputes and disagreements; research into new methods and new material for

use in the building and construction industry; the expenses involved in conducting a public relations program for the benefit of contractors engaged in the building and construction industry in Western Pennsylvania; the expenses attendant to the promotion of stability of relations between labor and management; the expenses incurred by management in connection with collective bargaining on an industry-wide basis for the benefit of the building and construction contractors engaged in commercial and building construction in the Western Pennsylvania area; the expenses required to maintain facilities for arbitration of disputes and the adjustment of grievances, the expenses incurred in the collection of contributions for the Fund; management's expenses for administering, jointly with representatives of labor, health and welfare programs for various trades and crafts employed in the building and construction industry; management's expenses of administering jointly with representatives of labor apprenticeship training programs to insure a sufficiency of skilled workmen and crafts for all contractors in the Western Pennsylvania area; providing contributors with information and data relating to the industry in the matters mentioned herein; administration of the Fund, and such other industry-wide endeavors of like character or kind as may be desirable from time to time.

Section 6. The Fund shall not be used for the payment of dues of the Master Builders' Association or any of its members in the Associated General Contractors of America, or in the Pennsylvania State Council of Contractors; lobbying in support of anti-labor legislation; to subsidize Contractors during a period or periods of work stoppage or strikes; to pay for the cost of litigation before a court or administrative body against the Union or any of its affiliated locals; or for any activity injurious to the Union or any of its affiliated locals.

Section 7. Payments to The Fund and monies in The Fund shall be used only for the purposes indicated in Section 4. The Pension Fund, the Health and Welfare Fund, the Union, individual Employers, and their Employees shall have no right, title or interest in any of the payments to or monies in The Fund, nor shall they, or any of them, be entitled to receive, directly or indirectly, any portion thereof.

Section 8. As part of the administration of The Fund, there shall be an annual audit of The Fund, a statement of the results of which shall be available for inspection by interested persons at the office of Master Builders' Association.

Section 9. In the event the Union alleges that the Fund is being used for one of the purposes specifically forbidden in Section 6, the dispute

shall be subject to the Arbitration provisions of this Agreement.

Section 10. The Fund and the Trust established pursuant to this provision are contingent upon and subject to obtaining such approval of the Commissioner of Internal Revenue as Master Builders' Association may find necessary to establish the deductibility for income tax purposes of contributions made by the Employers for The Fund as being tax exempt under the applicable provisions of the Internal Revenue Code. In the event that the Commissioner of Internal Revenue requires any modification of this provision or of the Trust, such modification shall be made in order to qualify payments for the Industry Advancement Program as being tax exempt.

ARTICLE XVI

Consolidated Report and Check

Section 1.

- a. In order to reduce the amount of time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and contributions to the Health and Welfare Fund, Pension Fund, Hourly Dues Deduction and Industry Advancement Funds as required under the terms of this Agreement,

it is agreed that the Employer shall consolidate all monthly payments due to any of the foregoing Funds into a single check made payable to the Mellon Bank, Laborers' Contribution Account. The Mellon Bank shall act as a distribution agent for the Employer in distributing all Employer's Contributions to the respective Funds.

- b. The Consolidated Report of the contributions to the respective Funds provided by the Administrator of the Funds, including the names, gross wages, hours worked and amounts remitted for each Employee, together with a single check payable to the Mellon Bank, Laborers' Contribution Account 18-29347, shall be prepared and submitted on or before the thirtieth (30th) day of the month following the month for which the report and contributions have been made and sent to the Administrative Office of the Laborers' Combined Funds of Western Pennsylvania, P.O. Box 360137, Pittsburgh, PA 15251-6137, or to such other addressee as may be designated by the Trustees of the respective Funds.

Section 2. All affiliation fees and monthly dues shall be remitted directly to the employee's Local Union by the thirtieth (30th) day of the month, following the month in which the deductions were made.

Section 3. The report shall be considered timely if received in the offices of the Administrator of the Laborers Combined Funds on or before the first (1st) day of the month. If the last day of the month falls on a Saturday or Sunday, the report must be received by the following Monday.

Section 4. Monthly reports shall be made by Employers whether or not it is acknowledged that any amounts are due to the Funds or to the Union.

If the Employer states in the report that no money is due, he shall also state the reason therefore.

ARTICLE XVII

Bonding, Damages and Delinquencies

Section 1. Security for Payment

- a. Any Employer hiring workers who has not employed same in the jurisdiction of the Laborers District Council of Western Pennsylvania in the past twelve (12) months, or who has been delinquent in any payment to the Funds in the past twelve (12) months, shall satisfy one (1) or more of the following conditions:

1. Employer will post a surety bond of \$40,000 with the Trustees of the Funds to guarantee payment of monies due under the terms of this Agreement.
 2. Employer will deposit \$40,000 in cash with the Funds which shall be held in escrow for two (2) years or until all work within this jurisdiction is completed and no delinquency to the Funds has accrued. The Funds shall be entitled to retain as an administrative expense any income derived from the use of such escrow. If Employer incurs a delinquency during this time, the cash deposit shall be retained by the Funds as liquidated damages.
 3. Employer shall fill out and submit with payment a remittance form bi-weekly for all monies due under the terms of this Agreement.
- b. In the event the Employer does not fully satisfy the conditions of this Section, the Union shall withhold the services of the employees of the violating Employer after twenty-four (24) hours of notice, if the violation has not been corrected.
 - c. Employer acknowledges that it has an obligation to make payments to the Funds

on behalf of all its employees performing work under this Agreement irrespective of whether such employees are members of the Union.

- d. The Trustees of the Trust Funds, through their Administrator, shall furnish each Contractors' Association and the Union with a list of delinquent Contractors each month.
- e. The Contractors agree that he will not subcontract any portion of his job to any Contractor whose name appears on the delinquent list until such contractor has paid all delinquent monies to the various Trust Funds.
- f. If a Subcontractor becomes delinquent within 75 days of commencing work for the Contractor, the Union shall notify by fax the Prime or General Contractor and the violating Employer of the non-payment and/or delinquency of the violating Employer. Failure on the part of the Union to promptly notify the Prime or General Contractor of a Subcontractor delinquency shall result in the Union forfeiting their rights to collect the delinquent contributions through the General Contractors bond, pursuant to Pennsylvania's Little Miller Act, known as the "Public Works Contractors' Bond Law".

Section 2. If an Employer fails to pay his Employer contributions to the Funds established by Articles VI, XII, XIII, XIV, or XV hereof when the same shall be due and payable, or any other deductions or contributions when due and payable, he shall be considered delinquent and in breach of this Agreement, and shall pay as an additional amount to cover added bookkeeping costs and other incidental expenses, the sum of forty dollars (\$40.00) or ten percent (10%) of the amount of each delinquent payment, whichever is greater, plus interest on the amount of the Employer contributions due at the rate of one and one quarter percent (1/4%) per month until paid. In addition, the delinquent Employer shall be liable for all reasonable expenses, including attorney's fees in the amount of fifteen percent (15%) and other disbursements, incurred in the collection of any delinquent accounts. It is agreed that if legal action is deemed necessary, said action shall be instituted before a Justice of the Peace or in the Common Pleas Court of Allegheny County against a delinquent Employer, subject to the approval of the Trustees of the respective Funds.

Section 3. It is also agreed that the authorized representative of the Union shall have the right to examine the Employer's records dealing strictly with the Laborers to see that all proper contributions and deductions are being made from all Employees coming under the jurisdiction of this Agreement.

Section 4. In the event that the Employer is unable or unwilling to post security in accordance with Section 3 above within fourteen (14) days from the date of the Union's request, the Union shall have the right to institute appropriate action against such Employer and such action shall not be deemed to be a violation of this Agreement.

ARTICLE XVIII
Joint Labor-Management
Drug/Alcohol Abuse Program

(The Master Builders' Association of Western Pennsylvania, Inc. and the Union recognizes that substance abuse is a problem in our society and jointly supports establishing a fair, economical, and standardized substance abuse testing program as a means to protect people and property and to promote and improve a healthy and safe workplace for all concerned. Therefore, the Union and the MBA agree to renegotiate the Joint Labor-Management Drug/Alcohol Abuse Program that currently exists in the Agreement. Upon its successful completion, the revised Drug/Alcohol Abuse Program will automatically replace the one that appears in Article XVIII of the current Agreement.)

As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Association cooperatively adopt the Construction Industry Service Corporation Joint Labor-Management Uniform Drug/Alcohol Abuse Program (C.I.S.C.O.) as approved by the C.I.S.C.O. Board of Directors 11/89.

1. Policy Statement The parties recognize the problem created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.

2. DEFINITIONS

A. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Company. Construction job sites for which the Company has responsibility are included.

B. Prohibited Items & Substances - Prohibited substances include illegal drugs (including

controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.

C. Employee - Individuals who perform work for the Company including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

D. Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.

E. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

F. Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as notice-able imbalance, incoherence, and disorientation.

3. CONFIDENTIALITY

A. All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will

provide guidance and direction for you during your recovery period. If you volunteer for help, the Company will make every reasonable effort to return you to work upon your recovery. The Company will also take action to assure that your illness is handled in a confidential manner.

B. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

C. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

D. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

E. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

4. RULES-DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES.

A. Rules - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner.

Employees shall not:

- 1.) Use, possess, dispense or receive prohibited substances on or at the job site; or
- 2.) Report to work with any measurable amount of prohibited substances in their system.

B. Discipline - When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- 1.) Applicants testing positive for drug use will not be hired.
- 2.) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- 3.) Employees who refuse to cooperate with testing procedures will be terminated.
- 4.) Employees found in possession of drugs or drug paraphernalia will be terminated.

5.) Employees found selling or distributing drugs will be terminated.

6.) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

C. Prescription Drugs - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult with you and your physician to determine if a reassignment of duties is necessary. The Company will attempt to accommodate your needs by making an appropriate reassignment. However, if a reassignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

D. Grievance - All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreements.

5. DRUG/ALCOHOL TESTING - The parties to this policy and program agree that under certain circumstances, the Company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the

proper operation of this policy and program, it may be necessary to require testing under the following conditions:

A. A pre-employment drug and alcohol test may be administered to all applicants for employment;

B. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is, or has been, under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;

C. Testing may be required if an employee is involved in a work-place accident/incident or if there is a workplace injury;

D. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period;

E. Employees may also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the

test, ongoing employment by the Company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only.

The Company will bear the costs of all testing procedures.

6. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM.

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the Company or Union health & welfare/insurance program.

If treatment necessitates time away from work, the Company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment

program. An employee who successfully completes a re-habilitation program shall be re-instated in his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

ARTICLE XIX

Term Clause

Section 1. The terms and conditions of this Agreement are the only terms and conditions binding on the parties hereto.

Section 2. It shall not be deemed necessary or required that an Employer sign any additional Agreement for work covered by this Agreement, within the territorial jurisdiction of the Laborers' District Council of Western Pennsylvania; however, the Employer shall abide by such Wages, Hours, Fringe Benefits and all terms and working conditions which are established and contained in Agreements in the area in which the project is located.

Section 3. Violations of this Article shall be subject to the provisions of Arbitration, Article VIII, of this Agreement.

Section 4. Where overlapping jurisdiction occurs in an area between the Laborers and other Crafts and the Master Builders' Association Agreement does not cover both Crafts, the Master Builders' Association, the Laborers' District Council of Western Pennsylvania and the disputing Craft shall meet in an attempt to arrive at a decision.

Section 5. All reports and payments to the respective Funds shall be subject to the Trust Agreements which are incorporated herein by reference and made part hereof as per present agreement.

Section 6. Hand signals will be given and rigging will be done by Laborers on work which is under the Laborers' jurisdiction.

Section 7. Prior to putting any delinquent subcontractor and/or his employees on the general Contractors' payroll, the general contractor shall notify the Laborers' District Council of such intended action. Should the subcontractor be delinquent to the Laborers' District Council of Western Pennsylvania Health and Welfare Fund, Pension Fund, Hourly Dues Deduction Fund and Industry Advancement Fund, the general Contractor, before putting the

subcontractor and/or his employees on his payroll, shall obtain a written statement from the subcontractor authorizing him to pay the delinquency and the various Funds in full for all work performed on that job.

ARTICLE XX

Non-Discrimination

It is the continuing policy of the Employer and the Union that the provisions of this contract shall be applied without discrimination because of age, race, sex, color, religion, creed or national origin, as defined by applicable laws, and, accordingly, both parties agree to comply with applicable laws governing such matters.

ARTICLE XXI

Complete Contract

The parties agree that this Contract constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, and that it shall not be modified or supplemented in any way except by written agreement executed by both parties.

ARTICLE XXII
Separability and Savings Clause

If any Article or Section of this Contract should be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained pending a final determination as to its validity, the remainder of the Contract shall not be affected and shall remain in full force and effect. In the event that any Article or Section is held invalid, and parties hereto shall, upon the request of the Union, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration.

ARTICLE XXIII
Non-Union Competitiveness Clause

There are specific jobs within the scope of this Agreement for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to

by the parties during negotiations. It is agreed that this Article is applicable to projects with a total or prime contract cost of up to and including \$3 million.

This Article automatically applies to projects:

- A. Without prevailing wages;
- B. \$3 million and under;
- C. Not covered by project stabilization/union-only agreements.

This Non-Competitiveness Adjustment may be granted on projects over \$3 million on a project-by-project basis.

Should any questions or disputes arise as to the total cost of any project, the burden of proof shall fall to the contractor and upon request by the Union, the contractor shall provide written verification.

1. The Contractor will pay overtime for all hours over ten (10) in one day, exclusive of lunch time, and all hours over forty (40) in one week, exclusive of lunch time. The contractor may schedule a minimum of eight (8) hours and a maximum of ten (10) hours in any day (exclusive of lunch time) at straight time, Monday through Saturday.

2. The Laborers' District Council of Western Pennsylvania agrees to adopt competitive adjustments granted by the crafts they are tending who are in signed agreement with the Master Builders' Association on a project by project basis. Such adjustments shall include percentage wage reductions equal to those granted by the other craft, but not to exceed twenty-five percent (25%). Should the crafts that the Laborers are tending not grant a concession, then the Laborers tending that craft shall not be subject to any concession package.

Notice of the concession granted shall be supplied to the District Council prior to the project being bid.

3. If the Contractor determines it would improve productivity and efficiency, a cooperative workforce (composite crew) may be implemented. The make-up of the crew will be determined at the pre-job conference.

Where employees covered by the Agreement are employed on jobs or projects covered under Article XXIII, Non-Union Competitiveness Clause and work with another craft or crafts receiving full wages and fringes, all Laborers shall receive full wages and fringes also.

ARTICLE XXIV
Equal Treatment Clause

If the Union shall furnish employees to any Employer in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement upon any more favorable terms and/or conditions than those contained herein, the Union agrees that such more favorable terms and/or conditions shall automatically be extended to the Employers covered by this Agreement.

ARTICLE XXV
Prevailing Wage Freeze Clause

On all projects governed by prevailing wage rates, and in which escalators are not posted (annual increases), the wage rates in effect the date of the bid shall remain in effect for the duration of the project.

ARTICLE XXVI
Prevailing Wage Matching Clause

On any project containing specified prevailing wage rates less than those contained in this Agreement, signatory employers shall be allowed to use the Residential Rate or the posted prevailing wage rates, whichever is greater.

WAGE AND FRINGE BENEFIT BREAKDOWN

JUNE 1, 1998

	BASE	WELFARE	PENSION	LIUNA N. H & S	TRAINING & CAP	DUES*	FRINGE TOTAL
Common -	\$15.97	\$3.90	\$1.95	\$.06	\$.21	3.2%	\$6.12
Skilled -	\$16.12						
Asbestos -	\$16.25						
Toxic Waste							
A B C D -	\$16.72						

DECEMBER 1, 1998

Common	\$16.17	\$3.90	\$1.95	\$.06	\$.21	3.2%	\$6.12
Skilled	\$16.32						
Asbestos	\$16.45						
Toxic Waste							
A B C D	\$16.92						

WAGE AND FRINGE BENEFIT BREAKDOWN

JUNE 1, 1999

	BASE	WELFARE	PENSION	LJUNA N. H & S	TRAINING & CAP	DUES*	FRINGE TOTAL
Common -	\$16.42	\$3.90	\$1.95	\$.06	\$.21	3.2%	\$6.12
Skilled -	\$16.57						
Asbestos -	\$16.70						
Toxic Waste							
A B C D -	\$17.17						

DECEMBER 1, 1999

Common -	\$16.57	\$3.95	\$2.00	\$.06	\$.21	3.2%	\$6.22
Skilled -	\$16.72						
Asbestos -	\$16.85						
Toxic Waste							
A B C D -	\$17.32						

* Dues Contributions are deducted from employees wages.

WAGE AND FRINGE BENEFIT BREAKDOWN

JUNE 1, 2000

	BASE	WELFARE	PENSION	LIUNA N. H & S	TRAINING & CAP	DUES*	FRINGE TOTAL
Common -	\$16.82	\$3.95	\$2.00	\$.06	\$.21	3.2%	\$6.22
Skilled -	\$16.97						
Asbestos -	\$17.10						
Toxic Waste							
A B C D -	\$17.57						

DECEMBER 1, 2000

Common -	\$16.97	\$4.00	\$2.05	\$.06	\$.21	3.2%	\$6.32
Skilled -	\$17.12						
Asbestos -	\$17.25						
Toxic Waste							
A B C D -	\$17.72						

* Dues Contributions are deducted from employees wages.

WAGE AND FRINGE BENEFIT BREAKDOWN

JUNE 1, 2001

\$0.30 to be allocated

BASE	WELFARE	PENSION	LIUNA N. H & S	TRAINING & CAP	DUES*	FRINGE TOTAL
------	---------	---------	-------------------	-------------------	-------	-----------------

Common
Skilled
Asbestos
Toxic Waste
A B C D

DECEMBER 1, 2001

\$0.30 to be allocated

Common
Skilled
Asbestos
Toxic Waste
A B C D

* Dues Contributions are deducted from employees wages.

WAGE AND FRINGE BENEFIT BREAKDOWN

JUNE 1, 2002

\$0.35 to be allocated

BASE	WELFARE	PENSION	LIUNA N. H & S	TRAINING & CAP	DUES*	FRINGE TOTAL
------	---------	---------	-------------------	-------------------	-------	-----------------

Common
Skilled
Asbestos
Toxic Waste
A B C D

DECEMBER 1, 2002

\$0.35 to be allocated

Common
Skilled
Asbestos
Toxic Waste
A B C D

* Dues Contributions are deducted from employees wages.

WAGE AND FRINGE BENEFIT BREAKDOWN

JUNE 1, 2003

\$0.35 to be allocated

	BASE	WELFARE	PENSION	LIUNA N. H & S	TRAINING & CAP	DUES*	FRINGE TOTAL
Common							
Skilled							
Asbestos							
Toxic Waste							
A B C D							

DECEMBER 1, 2003

\$0.35 to be allocated

Common
Skilled
Asbestos
Toxic Waste
A B C D

* Dues Contributions are deducted from employees wages.

WAGE AND FRINGE BENEFIT BREAKDOWN

JUNE 1, 2004

\$0.40 to be allocated

	BASE	WELFARE	PENSION	LIUNA N. H & S	TRAINING & CAP	DUES*	FRINGE TOTAL
Common							
Skilled							
Asbestos							
Toxic Waste							
A B C D							

DECEMBER 1, 2004

\$0.40 to be allocated

Common
Skilled
Asbestos
Toxic Waste
A B C D

* Dues Contributions are deducted from employees wages.

APPENDIX I

Wage Rates

The following classifications, wage and fringe benefits are applicable to the Agreement between the Master Builders' Association of Western Pennsylvania and the Laborers' District Council of Western Pennsylvania for the period of June 1, 1998 to May 31, 2005.

Wages

CLASSIFICATION - COMMON

6/1/98 - 11/30/98 \$15.97

12/1/98 - 5/31/99 - \$16.17

6/1/99 - 11/30/99 - **

12/1/99 - 5/31/00 - **

6/1/00 - 11/30/00 - **

12/1/00 - 5/31/01 - **

6/1/01 - 11/30/01 - **

12/1/01 - 5/31/02 - **

6/1/02 - 11/30/02 - **

12/1/02 - 5/31/03 - **

6/1/03 - 11/30/03 - **

12/1/03 - 5/31/04 - **

6/1/04 - 11/30/04 - **

12/1/04 - 5/31/05 - **

** Subject to allocation of negotiated increase.

CLASSIFICATION - COMMON continued

Building Laborer

Brick Removal for Alterations

Carryable Pumps

West Brick Buggy or Similar

Walk Behind Forklift or Similar (Non Self-Propelled)

Stripper and Mover of Forms as Follows:

a. Cement Masons

b. Footers

c. Forms not to be reused on the job

d. Forms that are a matter of record.

Tool Room Man

All Material Conveyors (regardless of power used, including starting and stopping)

Pouring of Mortar or Aggregate into Blocks or Voids.

Wages

CLASSIFICATION - SKILLED

6/1/98 - 11/30/98 \$16.12

12/1/98 - 5/31/99 - \$16.32

6/1/99 - 11/30/99 - **

12/1/99 - 5/31/00 - **

6/1/00 - 11/30/00 - **

12/1/00 - 5/31/01 - **

6/1/01 - 11/30/01 - **

12/1/01 - 5/31/02 - **

6/1/02 - 11/30/02 - **

12/1/02 - 5/31/03 - **

6/1/03 - 11/30/03 - **

12/1/03 - 5/31/04 - **

6/1/04 - 11/30/04 - **

12/1/04 - 5/31/05 - **

** Subject to allocation of negotiated increase.

Air Track Helper

West Brick Buggy or Similar (Self-Propelled)

Power Wheelbarrows and Buggies

Walk Behind Forklift or Similar (Self Propelled)

Wagon Drill Helper

Drill Runner

Drill Runner's Helper (Including Drill Mounted on

Truck, Track, or Similar)

Blaster's Helper

All Operators of Compacting Equipment

Pipe Layer

CLASSIFICATION - SKILLED continued

Burner

Jackhammer Man - Concrete Buster

Vibrator Operator

Clay Spade and/or Similar

Concrete Saw Operator

Hod Carrier

Scaffold Building

Air Track Operator

Bell and Bottom Man on Furnaces and Stacks

Grout Machine Feeder and Pump Operator

Gunite Machine Operator or Similar

Gunite Machine Potman or Similar

Lancer Helper

Mortar Mixer

Mortar Mixer Machine (regardless of power used, including starting and stopping).

Wagon Drill Operator

Gunite Nozzleman

Laser Cleaner

Blaster

Lancer

CLASSIFICATION
ASBESTOS REMOVAL LABORER

6/1/98 - 11/30/98 \$16.25
12/1/98 - 5/31/99 - \$16.45
6/1/99 - 11/30/99 - **
12/1/99 - 5/31/00 - **
6/1/00 - 11/30/00 - **
12/1/00 - 5/31/01 - **
6/1/01 - 11/30/01 - **
12/1/01 - 5/31/02 - **
6/1/02 - 11/30/02 - **
12/1/02 - 5/31/03 - **
6/1/03 - 11/30/03 - **
12/1/03 - 5/31/04 - **
6/1/04 - 11/30/04 - **
12/1/04 - 5/31/05 - **

** Subject to allocation of negotiated increase.

CLASSIFICATION
TOXIC WASTE REMOVAL LABORER

6/1/98 - 11/30/98 \$16.72
12/1/98 - 5/31/99 - \$16.92
6/1/99 - 11/30/99 - **
12/1/99 - 5/31/00 - **
6/1/00 - 11/30/00 - **
12/1/00 - 5/31/01 - **
6/1/01 - 11/30/01 - **
12/1/01 - 5/31/02 - **
6/1/02 - 11/30/02 - **
12/1/02 - 5/31/03 - **
6/1/03 - 11/30/03 - **
12/1/03 - 5/31/04 - **
6/1/04 - 11/30/04 - **
12/1/04 - 5/31/05 - **

** Subject to allocation of negotiated increase.

Wages

A. Chimney Work

All Contractors signatory to this Agreement shall abide by the existing Laborers' International Union of North America Chimney Agreement.

B. Cooling Towers

All Contractors signatory to this Agreement shall abide by the existing Laborers' International Union of North America Cooling Tower Agreement.

C. Final Cleaning

If final cleaning is in the specifications of the general contractor, the following shall apply:

"The work of final cleaning shall include cleaning of floors, washing windows, scrubbing and waxing floors and stairways, and it should be paid at the rate of sixty percent (60%) of the commercial rate. Welfare and Pension Contributions shall be paid in accordance with the Commercial wage rate of building laborer."

FRINGES

In addition to the above wage rates, this Agreement includes provisions for the following Employer Contributions/Remittances:

Laborers' District Council of Western Pennsylvania Welfare Fund

6/1/98 - \$3.90 for each hour worked.
12/1/98 - \$3.90 for each hour worked.
6/1/99 - \$3.90 for each hour worked.
12/1/99 - \$3.95 for each hour worked.
6/1/00 - \$3.95 for each hour worked.
12/1/00 - \$4.00 for each hour worked.
6/1/01 - **
12/1/01 - **
6/1/02 - **
12/1/02 - **
6/1/03 - **
12/1/03 - **
6/1/04 - **
12/1/04 - **

**Laborers' District Council of Western
Pennsylvania Pension Fund**

6/1/98 - \$1.95 for each hour worked.
12/1/98 - \$1.95 for each hour worked.
6/1/99 - \$1.95 for each hour worked.
12/1/99 - \$2.00 for each hour worked.
6/1/00 - \$2.00 for each hour worked.
12/1/00 - \$2.05 for each hour worked.
6/1/01 - **
12/1/01 - **
6/1/02 - **
12/1/02 - **
6/1/03 - **
12/1/03 - **
6/1/04 - **
12/1/04 - **

** Subject to allocation of negotiated increase.

**Laborers' District Council Dues
Deduction Fund**

3.20% of Gross Wages (Includes
Western Pennsylvania Laborers
Political Action Fund and Laborers'
Building & Defense Fund)

**Construction Industry Advancement
Program of Western Pennsylvania Fund**

\$.11 per hour for each hour worked.

**Western Pennsylvania Laborers
Education & Training Fund**

\$.10 per hour for each hour worked.

**Laborers' International Union of
North America National Funds**

\$.06 per hour for each hour worked.

TOTALS

6/1/98 - \$6.12 per hour for each hour worked.

12/1/98 - \$6.12 per hour for each hour worked.

6/1/99 - \$6.12 per hour for each hour worked.

12/1/99 - \$6.22 per hour for each hour worked.

6/1/00 - \$6.22 per hour for each hour worked.

12/1/00 - \$6.32 per hour for each hour worked.

6/1/01 - **

12/1/01 - **

6/1/02 - **

12/1/02 - **

6/1/03 - **

12/1/03 - **

6/1/04 - **

12/1/04 - **

** Subject to allocation of negotiated increase.

The above wages and fringes are subject to the provision of the Option Clause contained in Article IV, Section 5.

BUILDING CONSTRUCTION INDUSTRY GENERAL SAFETY RULES

(As developed by the Construction Industry Advancement Program and the Pittsburgh Building Trades Council's Joint Safety Committee)

TO BE POSTED ON ALL BUILDING CONSTRUCTION PROJECTS

- 1. ACCIDENTS OR INJURIES**, regardless of their nature, shall be reported to the supervisor for immediate attention.
- 2. PROJECTING NAILS** shall be turned down or removed from lumber by all employees who are responsible for eliminating the hazard.
- 3. EYE AND/OR FACE PROTECTION** shall be worn by all employees when exposed to flying objects.
- 4. PROTECTIVE HELMETS** shall be worn in all posted hard hat areas or when employees are exposed to falling or flying objects.
- 5. "MEN WORKING ABOVE"** signs shall be posted at the lower levels by the employees working above other workmen who may thus cause them to be exposed to falling objects.

6. GENERAL EXCAVATION AND TRENCH CONSTRUCTION, in soils other than rock, shale or consolidated slag, shall be shored, braced and/or sloped according to the soil classification performed by a competent person based upon the OSHA regulations.

7. FLOOR OPENINGS larger than two (2) inches shall be planked over or barricaded, and slab edges of an open building protected by standard railing or equivalent and toe boards. Employees shall maintain these protective barriers and shall not disturb or remove them except as directed by the supervisor. If temporary removal is required, employees removing these barriers shall be responsible for their replacement as soon as circumstances permit.

8. SCAFFOLDING shall be constructed of metal or lumber free from apparent defects that would impair the structural strength. The platform shall be fully planked with guardrails or equivalent on all open sides and ends.

9. LADDERS shall be constructed of metal or straight-grained lumber, with the maximum length of a single ladder not to exceed thirty (30) feet. Fixed ladders shall have side rails extending three (3) feet above landings and shall be securely fastened at the top. No ladder shall be used that has a broken rung or any other apparent defect.

10. HAND TOOLS shall not be used for any other purpose than that intended, and all damaged or worn parts promptly repaired or replaced.

11. POWER TOOLS shall be operated only by authorized personnel, with guards furnished by the manufacturer "in place", and if electrical shall be grounded.

12. APPROVED POWDERED ACTUATED TOOLS shall be used by trained personnel only, and operated in compliance with regulations set forth by the Occupational Safety and Health Administration.

13. COMPRESSED GAS CYLINDERS shall be chained or otherwise secured in an upright position, and shall be placed in cylinder carts whenever being transported to different locations on the project.

14. SOURCES OF IGNITION shall be prohibited from areas where flammable liquids or explosives are stored or issued, and appropriate warning signs shall be posted at these locations.

15. ALL POSTED SAFETY RULES SHALL BE OBEYED AND SHALL NOT BE REMOVED EXCEPT BY MANAGEMENT'S AUTHORIZATION. VIOLATION OF THESE SAFETY RULES MAY BE CAUSE FOR IMMEDIATE DISMISSAL OF ANY EMPLOYEE.

16. ALL EMPLOYEES WILL REPORT ANY INFRACTION OF THE SAFETY RULES TO THEIR IMMEDIATE SUPERVISOR FOR CORRECTION. IN THE EVENT THAT THE VIOLATION IS NOT CORRECTED WITHIN A REASONABLE LENGTH OF TIME, THE COMPLAINT SHOULD BE APPEALED TO THE FOLLOWING IN THE ORDER STATED:

- a. MANAGEMENT'S JOB SAFETY REPRESENTATIVE
- b. CAP'S SAFETY DIRECTOR & CHAIRMAN OF THE BUILDING TRADES SAFETY COMMITTEE
- c. JOINT LABOR-MANAGEMENT SAFETY COMMITTEE.

BUILDING CONSTRUCTION INDUSTRY SAFETY POLICY

(As developed by the Construction Industry Advancement Program and the Pittsburgh Building Trades Council's Joint Safety Committee)

1. A Joint Labor-Management Safety Committee shall be formed to develop an Accident Prevention Program in the Building Construction Industry of Western Pennsylvania.

2. The Accident Prevention Program developed by the Labor-Management Safety Committee shall not conflict with the Pennsylvania State Code or any safety rules now in effect by virtue of any of the existing collective bargaining agreements between building construction industry employers and the various building trades unions.

3. The Joint Labor-Management Safety Committee will consist of four (4) representatives appointed by the Construction Industry Advancement Program and four (4) representatives appointed by the Pittsburgh Building Trades Council.

4. All employing contractors will appoint, from their management, a representative who will have the duty and responsibility of promoting and enforcing the Accident Prevention Program in their respective organizations as developed by the Joint Labor-Management Safety Committee.

5. When the project contracts are over \$1,000,000, each prime contractor, each craft, and each principal subcontractor employing more than six (6) employees on the project, shall provide a representative to attend safety meetings in order to coordinate their combined efforts in compelling the employees to comply with the Accident Prevention Program.

6. The safety meetings shall be conducted by the general contractor's safety representative, or his nominee, and the craft's elected representative shall record the minutes.

JURISDICTION OF COUNTIES

CONSTRUCTION AND GENERAL LABORERS LOCAL UNION NO. 286:

Headquarters:

Union Station Building-Box 44
Brownsville, Pennsylvania 15417
Phone: (724) 785-7151

Counties:

Greene, Fayette, Washington

CONSTRUCTION AND GENERAL LABORERS LOCAL NO. 323:

Headquarters:

306 East Brady Street
Butler, Pennsylvania 16001
Phone: (724) 287-4476

CONSTRUCTION AND GENERAL LABORERS LOCAL NO. 373:

Headquarters:

Suite 270, Towne Centre Offices
1789 South Braddock Avenue
Pittsburgh, PA 15218
Phone: 241-8566

County:

Allegheny

**CONSTRUCTION AND GENERAL LABORERS
LOCAL UNION NO. 833:**

Headquarters:

Box 17

New Brighton, PA 15066

Phone: (724) 843-5420

County:

Beaver

**CONSTRUCTION AND GENERAL LABORERS
LOCAL UNION NO. 910:**

Headquarters:

303 Wallace Building

406 Main Street

Johnstown, PA 15901

Phone: 814-535-7696

Counties:

Indiana, Jefferson

**CONSTRUCTION AND GENERAL LABORERS
LOCAL UNION NO. 952:**

Headquarters:

R. D. #6 - Box 284

Kittanning, PA 16201

Phone: (724) 548-1524

Counties:

Armstrong, Clarion

**CONSTRUCTION AND GENERAL LABORERS
LOCAL UNION NO. 964:**

Headquarters:

101 S. Mercer St., Suite 300
New Castle, Pa 16101
Phone: (724) 654-5551

Counties:

Lawrence, Mercer

**CONSTRUCTION AND GENERAL LABORERS
LOCAL UNION NO. 1451:**

Headquarters:

1019 Ligonier Street
Court Yard Plaza
Latrobe, Pennsylvania 15650
Phone: (724) 537-7451

County:

Westmoreland

JURISDICTION

MBA letter signed by Mr. Donald A. Mosites, dated March 25, 1985, on the Laborers' Jurisdiction is accepted (See attached Exhibit "A").

AGREED TO THIS 10TH DAY OF JULY, 1985.

MASTER BUILDERS' ASSOCIATION OF WESTERN PENNSYLVANIA, INC.

Leonard J. Murgi
Laborers' Committee Chairman

LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA

Peter J. Livolsi
President-Business Manager

EXHIBIT "A"

**MASTER BUILDERS' ASSOCIATION
OF WESTERN PENNSYLVANIA**

March 25, 1985

The Laborers' District Council
of Western Pennsylvania
1101 Fifth Avenue
Pittsburgh, PA 15219

Attention: Mr. Peter J. Livolsi, President

Dear Mr. Livolsi:

The Master Builders' Association of Western Pennsylvania, Inc., hereby agrees to abide by and uphold the work rules of the Laborers' District Council of Western Pennsylvania as it applies to decisions of record and traditional practices in the geographical area of this Agreement.

Sincerely,

**MASTER BUILDERS' ASSOC.
OF WESTERN PA., INC.**

Donald A. Mosites
Vice President

Signed on behalf of:

**THE MASTER BUILDERS' ASSOCIATION
OF WESTERN PENNSYLVANIA, INC. (and "ITS
SUCCESSORS OR ASSIGNS")**

/s/John C. Mascaro, President

/s/Jack W. Ramage, Executive Secretary

Signed on behalf of:

**THE LABORERS' DISTRICT COUNCIL OF
WESTERN PENNSYLVANIA**

/s/Joseph Laquatra, President/Business Manager

/s/Joseph Mazzoni, Secretary/Treasurer