

K 8813

2,500 workers

53,171

AGREEMENT

between

**THE CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA**

1500 Walnut Street
Suite 1105
Philadelphia, PA 19102
(215) 546-4555

and

**LABORERS' DISTRICT COUNCIL
OF THE METROPOLITAN AREA
OF PHILADELPHIA & VICINITY**

665 North Broad Street
Philadelphia, PA 19123
(215) 684-2090

covering

**HEAVY & HIGHWAY CONSTRUCTION
5-COUNTY AREA**

(Bucks, Chester, Delaware,
Montgomery & Philadelphia)

Effective: May 1, 2000 to April 30, 2004



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**AGREEMENT
and
WORKING RULES**

LABORERS' DISTRICT COUNCIL OF
METROPOLITAN AREA OF
PHILADELPHIA & VICINITY

THIS AGREEMENT made and entered into this 1st day of May, 2000, by and between THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA, acting only as the Negotiating Agent for its members, hereinafter referred to as the EMPLOYER, its successors, heirs and assigns, and the LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF PHILADELPHIA & VICINITY, LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the UNION.

WITNESSETH:

This Agreement is negotiated by THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA, as NEGOTIATING AGENT only for its present and future members, hereinafter referred to as the EMPLOYER. For any breach of this contract, the liability of said members shall be several, not joint; and the liability of THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA shall be only that of a NEGOTIATING AGENT, acting without liability for the acts of its individual members.

This Agreement is negotiated by the LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF PHILADELPHIA & VICINITY, LABORERS INTERNATIONAL UNION OF NORTH AMERICA, as NEGOTIATING AGENT only for its present and future members, hereinafter referred to as the UNION. For any breach of this contract, the liability shall be solely that of the Local Union whose agents commit the breach, the liability of the LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF PHILADELPHIA & VICINITY OF NORTH AMERICA shall be only that of NEGOTIATING AGENT, acting without liability for the acts of its Local Unions and the agents of said Local Union who may commit the particular breach.

ARTICLE I

Section 1 - Purpose. It is the intent and purpose of the parties hereto to promote harmonious, economical and industrial relationships between the Employer and the Union; and to set forth therein the basic agreement concerning rates of pay, hours of work and conditions of employment between the parties to this Agreement.

Section 2 - Application to Subcontractors. It is the intention of the parties hereto to preserve, protect and maintain the working conditions and standards established by the parties herein; and it is therefore, agreed that this Agreement shall be binding upon any subcontractor or other persons who perform work as defined in this Agreement for the Employer. The Employer or Employers shall make provisions in any subcontract for the observance of the terms and conditions of this Agreement by such subcontractor or other persons performing the work defined in this Agreement.

The Employer agrees that he shall not enter into any subcontract, nor engage the services of any subcontractor who refuses or fails to agree to observe all of the conditions of employment established by this Agreement.

Section 3 - Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent, for all employees engaged in work covered by this Agreement, and the Laborers Manual of Jurisdiction, a copy of which is attached hereto and made part hereof.

Section 4 - Governing Provisions. Any provision herein contained that is contrary to or held to be in violation of the law on the part of either party hereto by any federal, state or municipal law in force and effect or that may be hereafter enacted and effective, shall have no force and effect

for the duration of such voidance, it being intended, however, that the remaining provisions hereof shall be unaffected.

ARTICLE II

Section 1 - Work Jurisdiction - Heavy & Highway Construction.

Heavy and Highway Construction Work covered by this Agreement includes but is not limited to roads, sewers, bridges, culverts, viaducts, railroads, conduits, water lines and other pipe lines, airports, dams, reservoirs, sewage disposal plants and water treatment plants and subways.

Such work shall be within the LIUNA'S work jurisdiction, provided such work jurisdiction is that which has been traditionally that of the UNION within the geographical area of the Agreement, consistent with the classifications listed in Schedule "A" hereto.

Section 2 - Territorial Jurisdiction. This Agreement shall be binding only in the Counties of Philadelphia, Montgomery, Bucks, Chester and Delaware in the state of Pennsylvania. When contractors are doing work in the area aforementioned, they shall notify the Local Union of the approximate date of starting work and job location:

Employer, when doing work in any of the Counties covered as aforesaid and serviced by any Local Union of the Laborers' District Council, reserves the right to use his or its key employees provided, nevertheless, that such Employer shall endeavor to employ on each such job a fair representation of employees from the geographical area in which the work is located, subject to the provisions of Article III, hereof, and who qualify for such employment.

Upon written notice by either party to the other

requesting a pre-job conference, such conference shall be mandatory and arranged for between the parties within a reasonable time prior to the commencement of the job.

ARTICLE III

Section 1 - Union Security. The Laborers' District Council, on behalf of its member Unions, agrees, at the request of the Employer, to furnish competent laborers to the Employer. It is agreed that after the employee, who, by the nature of his work, comes within the provisions of this Agreement, and who shall have worked for the Employer for at least seven (7) days, such employee shall be required to then become and remain a member of the Union in good standing and the Union shall make membership therein continuously available to such employee on the same terms and conditions as are generally applicable to the other members of the Union. Employer shall have the right to secure and choose any person as a new employee from any source.

An employee who refuses to become a member of the Union not later than the eighth day after the date of his hiring by any Employer, or who during the term of this Agreement loses his good standing in the Union because of failure to pay to the Union the periodic dues and the initiation fee uniformly required as a condition of acquiring and retaining membership in the Union shall, upon notice to that effect from the Union to his Employer, be discharged by such Employer.

Section 2 - Non-Discrimination. No applicant for employment shall be discriminated against by reason of race, religion, sex, age, color or national origin and the parties hereto agree to comply with any and all State and Federal laws and rules and regulations promulgated pursuant thereto,

guaranteeing civil rights and liberties to all persons.

ARTICLE IV

Section 1 - Working Hours. Eight (8) hours shall constitute a day's work, time to be made between 7:00 AM and 5:30 PM, Monday through Friday, Lunch Period: 12:00 Noon to 12:30 PM. No employees shall be permitted to work for more than five hours without an allowance of at least fifteen (15) minutes for the lunch period, which period shall be treated and paid for as time worked.

On all Heavy and Highway Construction Work, the work week shall be forty (40) hours, Monday through Saturday, in the Counties of Montgomery, Bucks, Chester and Delaware of Pennsylvania.

Section 2 - Tide Work. All work affected by the tides, Monday through Friday, any eight hours between 6:00 AM and 6:00 PM, may be worked at straight time work.

Section 3 - Overtime. Time made on Sundays and holidays shall be paid at the rate of double time. On all Heavy and Highway construction work in the Counties of Montgomery, Bucks, Chester and Delaware, all time over 10 hours in one day, or 40 hours in any week, Monday through Saturday, shall be paid at the rate of time and one-half. On all other work covered by this Agreement, overtime made over 8 hours in any one day, Monday through Friday, and any time on Saturday, shall be paid for at time and one-half.

Section 4 - Holidays. Holidays to be observed are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Holidays observed shall be celebrated in accordance with the designations set forth in the "Federal Monday Holiday Act".

Section 5 - Steward. A Steward has absolutely no authority to call or cause any work stoppage, but he shall have the authority to detect any violations of the terms and provisions of this Agreement and to report any such violations, if found, to his Business Agent. When three or more men are working, the Steward shall be given the opportunity to work. When dissatisfied with Steward, Local Union shall be notified of such dissatisfaction. He shall be allowed sufficient time to perform his duties. If not given the opportunity to work the steward shall be paid for such lost time. The employer agrees that the business manager or steward shall be notified on a weekly basis what new employees covered by this Agreement have been placed on the payroll of the employer.

Any Employer who has a past history of being delinquent sending in remittance reports, contributions or is not presently current with the Laborers' District Council benefit funds, in conjunction with Article IX, Section 14 Delinquency Collection Procedure then the following will transpire. The business manager from the Local in which the Employer has a new or ongoing project and is in the Local's geographic territory, shall have the right to appoint and place a steward on any project the Employer may have in accordance with Article II, Section 2 of this Agreement. If the Employer refuses to allow a steward to be placed on their project, the Union will have the right to withdraw their members from the job of such individual employer. Any employees who may be withdrawn shall not lose their status as employees, and such employees shall be entitled to claim wages and other compensation for any period during which he or she has been withdrawn. Any steward that is placed on a project under Section 2 shall be the first hired and the last laid off. Any Employer who belongs to the Contractors Association of Eastern Pennsylvania shall not be subject to this provision. Any employer who is not a member of

the Contractors Association of Eastern Pennsylvania who has a satisfactory record of paying into the fringe benefit funds shall not be subject to this provision.

Section 6 - Foremen. The wage rate for the Laborer Foreman shall be one dollar (\$1.00) per hour above the basic hourly rate of Laborers. For each job when ten (10) or more Laborers are employed, there will be a Foreman, and he will be a member of the Laborers Union.

Section 7 - Reporting for Work. A laborer who is not put to work after reporting to a job-site upon the expressed order of an Employer, shall be paid two (2) hours' time calculated at the regular hourly wage rate. When men are sent to a job-site from the office of the Local Union in response to a request from an Employer, the business representative shall furnish a slip for each man sent to the job. When such men are put to work, they shall be guaranteed four (4) hours' work. Weather conditions, acts of God, fire, accident, and other reasons beyond the control of the Employer shall be the exceptions of all the above.

When any employee reports for employment to a job-site as instructed and then is transferred or instructed to report to another place for work, he shall be provided with transportation by the Employer and be paid for the time traveling from one job-site to another.

Section 8 - Job Injuries. When an employee covered by this Agreement is injured during his regular working hours, and reports the injury promptly to his Employer, he shall be paid for the time lost from his work day while receiving treatment in a physician's office, clinic, or hospital, if required. If on the order of a physician the employee is kept in the hospital or sent home, he shall be paid for the balance of his work day at his hourly rate of pay.

Section 9 - Layoffs. When a laborer is laid off because of lack of work or job completion or dismissal, he shall be paid in cash and/or check on the job, at the time of dismissal or layoff, or if he is given an office order, he shall be entitled to the amount due and one (1) additional hour, which must be honored immediately, when presented at the office. Failure of the Employer to comply with this section, the laborers shall receive four (4) hours' waiting time. The pay covering the four (4) hours waiting time shall be paid or mailed to the laborer no later than the regularly scheduled pay day covering the pay period applying to the days in question. Failure of the Employer to pay the waiting time on that pay day; the laborer shall receive one (1) hour waiting time per day until this waiting time has been paid. An office shall be located within the jurisdiction of the Laborers' District Council.

Section 10 - Shift Work. When more than one shift is employed the second shift shall be paid twenty-five (\$.25) cents per hour above the hourly rate, the third shift shall be paid thirty (\$.30) cents per hour above the hourly rate. Employees to be paid for time worked.

Single Special Shift Work. If a special single shift is employed on a project, pay shall be at the straight time rate plus twenty (\$.20) cents per hour for each hour worked. Special shift work started on Friday shall continue at the single special shift rate of pay for the time worked on this shift. Any shift work started on Saturday or Sunday shall be at the premium rate listed in Article IV, Section 3.

Section 11 - Tools & Machinery. The Employer shall furnish all necessary tools and equipment and, where possible, a suitable place shall be provided for laborers to change clothes. Where possible, Employer shall furnish toilet facilities, drinking water and individual drinking cups. Employees working in concrete, mud, or water, shall be provided with

rubber boots and rubber gloves. Foul weather gear shall be provided by the Employer where needed. Where practical, the Employer shall furnish washing facilities for caisson laborers.

Section 12 - Insurance. Employer shall guarantee each laborer coverage against loss by fire and/or theft for the actual worth of personal effects and clothing of such laborers in an amount not to exceed \$150.00 while such laborers are off the job sites on which they are employed, except that such coverage shall not apply to laborers who have failed to place personal effects and clothing within the shanty provided for that purpose; or who have failed to remove such personal effects and clothing from the shanty upon their discharge or voluntary termination of employment. Evidence of forcible entry to the shanty or storage place must be proved to justify a claim for repayment.

ARTICLE V

Section 1 - Wages, Classification & Fringe Benefits. All classifications, wage rates and fringe benefits as covered by this Agreement, shall be as set forth in Schedule "A", attached hereto and by this reference made part hereof.

Section 2 - Wage Rates. On any public job in the counties of Montgomery, Bucks, Chester, and Delaware, it is agreed that on any jobs bid with wage rates in the specifications, such wage rates shall continue in effect for one (1) year after the termination date of the wage rates listed. Where no wage rates are specified, the wage rates listed for the various classifications in this Agreement in effect at the time of bid shall continue in effect for one (1) year after the termination day of the wage rate listed.

Section 3 - Wage Rates, Residential Work. On any residential road work, residential parking lots and residential driveways in the counties of

Philadelphia, Montgomery, Bucks, Chester, and Delaware, it is agreed that any such jobs as described above shall be paid at 80% of the applicable wage rate listed in Schedule A.

Section 4 - Free Air Tunnel. All workmen employed under this Agreement in Free Air Tunnels, shall be classified in accordance with Schedule of Labor and no other classification of labor of any kind will be recognized. Any question relative to the classification of a workman will be settled by the Employer and the Union representatives, and if they are unable to reach a mutual decision, the matter shall be referred to the Arbitration Board. The Employer may classify such workmen pending the final decision of the Arbitration Board. Whenever possible in rock tunnels, muck piles shall be wet down with water before mucking operations begin.

Section 5 - Locker Room & Facilities. It is understood that where practical, locker rooms with shower facilities shall be provided for the free use of men employed in Free Air Tunnels. Where this is not practical, space shall be afforded for storing clothes and some washing facilities shall be provided for the employees. Men shall be furnished with the proper clothing (rubber gear) for work in tunnel; same shall be repaired or replaced immediately when said gear becomes damaged.

Section 6 - Tunnel Shaft. When the tunnel shaft is 800 feet or over from the Change House, heated transportation shall be supplied for men working in the tunnel.

Section 7 - Toxic/Hazardous Waste Removal. All Toxic/Hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

On hazardous waste removal work, on a state or federally designated hazardous waste site, where the Laborer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Laborer shall receive the hourly wage plus an additional twenty percent (20%) of that wage.

Section 8 - Check off. Each Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions, a field dues check-off in the sum of ninety-five cents (\$0.95) for each hour worked (whether regular time or over-time) for which wages or compensation (including compensation for reporting time as required by Article IV, Section 7 hereof) are paid by the Employer to said employees.

The employer also agrees to deduct from the pay of all employees covered by this Agreement and who have signed proper legal authorizations for such deductions, the regular monthly dues and initiation and re-admission fees of the Local Unions.

The employer shall transmit all said deductions for Field Dues Check-off in accordance with instructions provided for in the benefit funds remittance report. The remittance of Field Dues Check-off shall be subject to all provisions enumerated in Article IX, Sections 9 & 10.

Any employee who loses his good standing in his Local Union by reason of his failure to tender to the Local Union periodic membership dues and / or initiation fees uniformly required, or who is in arrears in the payment of field dues to the District Council, shall upon written notice to that effect from the District Council to the Employer be discharged.

Section 9 - Political Action Fund - Check-off. Each employer shall deduct from the wages of all employees who are covered by this Agreement and who has signed and delivered to the Employer proper legal authorizations for such deductions, a contribution to the Laborers' District Council Political Action Committee in the amount of ten cents (\$0.10) for each hour for which wages are paid by the Employer to said employees.

ARTICLE VI

Section 1 - Access to Premises. The Union's Business Representative shall have access to all jobs to which the Employer exercises control of entry.

ARTICLE VII

Section 1 - Pay Day. Laborers shall be paid weekly on the job in legal United States currency and/or check and, when practical, in a protected place. The Employer shall have the option of withholding three days' pay. Should the Employer fail to comply with this section, the employee shall receive four (4) hours' waiting time. The pay covering four (4) hours' waiting time shall be paid or mailed to the laborer no later than the regularly scheduled pay day covering the pay period applying to the days in question. Failure of the Employer to pay the waiting time on that pay day, the laborer shall receive one hour waiting time per day until this time has been paid.

Laborers shall be paid before quitting time on pay day unless prevented by some circumstances beyond the Employer's control. The Employer shall furnish employee with a written receipt indicating the amount of pay and all deductions for the pay period involved.

ARTICLE VIII

Section 1 - Yard Work Week. Forty (40) hours shall constitute the work week, time to be made Monday through Saturday. Overtime for time made in excess of forty (40) hours a week shall be paid at the rate of time and one-half. Sunday and holiday work shall be paid at the rate of double time.

ARTICLE IX

Section 1 - Health & Welfare and Industry Advancement Program.

Effective May 1, 2000, the Employer shall pay four dollars and six cents (\$4.06) per each hour worked to the Laborers' District Council Heavy & Highway Health and Welfare Fund and twenty-five cents (\$.25) per hour worked to the Heavy-Highway Industry Advancement Program in accordance with the provisions of the Laborers' District Council Heavy & Highway Health and Welfare Fund and Heavy-Highway Industry Advancement Program as set forth in Schedule "B" and by this reference made part hereof.

Section 2 - Health & Welfare Fund Trust Agreement. The Employer agrees to be bound by the Agreement and Declaration of Trust negotiated and concluded by and between the Contractors Association of Eastern Pennsylvania, an association of individual Employers and the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity, Laborers International of North America a copy of which Agreement is attached hereto as Schedule "C" and by this reference made part hereof.

Section 3 - Pension and Annuity Fund. It is agreed that effective May 1, 2000, the Employer shall pay six dollars and eight cents (\$6.08) per each hour worked to the Pension and Annuity Fund established and administered by a Board of Trustees,

said Pension and Annuity Fund known as "Laborers' District Council Construction Industry Pension and Annuity Fund".

Section 4 - Pension Fund Trust Agreement.

The Employer agrees to be bound by the Agreement and Declaration of Trust negotiated and concluded by and between the General Building Contractors Association, Inc. and the Contractors Association of Eastern Pennsylvania, associations of individual Employers, and the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity, Laborers International of North America, a copy of which agreement is attached hereto, marked Schedule "D" and by this reference made part hereof.

Section 5 - Education Training/Apprentice Fund.

It is agreed that effective May 1, 2000, the Employer shall pay fifty-one cents (\$0.51) per each hour worked to the Education Training/Apprentice Fund established and administered by a Board of Trustees, said Education Training/Apprentice Fund known as "Laborers' District Council Education Training/Apprentice Fund."

Section 5A - Apprenticeship Training. The Laborers District Council Education Training/Apprentice Fund shall make apprenticeship training available to any Employer under this Agreement.

The employment of apprentices shall be in accordance with the terms and conditions of the the Standards of Apprenticeship adopted by the Board of Trustees of the Laborers' District Council Education Training/Apprentice Fund and shall be governed by the rules and regulations of the Joint Apprenticeship Training Committee as established by the Board of Trustees of the Laborers' District Council Education Training/Apprentice Fund.

Section 6 - Education Training/Apprentice Fund Trust Agreement. The Employer agrees to be bound by the Agreement and Declaration of Trust negotiated by and between the General Building Contractors Association, Inc. and the Contractors Association of Eastern Pennsylvania, associations of individual Employers, and the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity, Laborers International of North America, a copy of which agreement is attached hereto marked Schedule "E" and by this reference made part hereof.

Section 7 - Prepaid Legal Fund. It is agreed that effective May 1, 1997, the Employer shall pay thirty cents (\$.30) per each hour worked to the Prepaid Legal Fund established and administered by a Board of Trustees, said Prepaid Legal Fund known as "Laborers' District Council Prepaid Legal Fund."

Section 8 - Prepaid Legal Fund Trust Agreement. The Employer agrees to be bound by the Agreement and Declaration of Trust negotiated by and between the General Building Contractors Association, Inc. and the Contractors Association of Eastern Pennsylvania, associations of individual Employers, and the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity, Laborers International of North America, a copy of which agreement is attached here to marked Schedule "F" and by this reference made part hereof.

Section 9 - Laborers' Employers Cooperation Education Fund. It is agreed that effective May 1, 2000, the Employer shall pay eighteen cents (\$.18) per each hour worked to the Laborers' Employers Cooperation and Education fund established and administered by a Board of Trustees.

Section 10 - Laborers' Employers Cooperation and Education Trust Fund Agreement. The Employer agrees to be bound by the Agreement and Declaration of Trust negotiated by and between The Delaware Valley Insulation and Abatement Contractors Association Inc., an association of individual Employers, and the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity, Laborers' International Union of North America, a copy of which agreement is attached hereto, marked Schedule "H" and by this reference made part hereof.

Section 11 - Laborers' District Council Health and Safety Fund. It is agreed that effective May 1, 1997, the Employer shall pay seven cents (\$0.07) per each hour worked to the Health and Safety Fund established and administered by a Board of Trustees, said Health and Safety Fund known as "Laborers' Philadelphia Area Local Health and Safety Fund".

Section 12 - Health and Safety Fund Trust Agreement. The Employer agrees to be bound by the Agreement and Declaration of Trust negotiated by and between the Employing Bricklayers Association of Delaware Valley, Inc., the Landscape Contractors Association of Delaware Valley, Inc., and the Delaware Valley Insulation and Abatement Contractors Association, Inc. and the Laborers' District Council of the Metropolitan Area of Philadelphia, Laborers International Union of North America, a copy of which agreement is attached hereto, marked Schedule "I" and by this reference made part hereof.

Section 13 - Delinquency Withdrawals. If any Employer fails to make payments to the Funds as required in this Agreement, and the Board of Trustees determines that the Employer is delinquent in making of payments required by Article V, Section 8 or Article IX, Sections 1,3,5 and 7, the

Board of Trustees shall notify the Laborers' District Council of such delinquency; and it shall not be a violation of this Agreement, so long as the delinquency continues, if the Union withdraws their members from the jobs of such individual Employer. Any employees so withdrawn shall not lose their status as employees, and such employee shall be entitled to claim wages or other compensation of any period during which he has been withdrawn.

Employer shall post a \$20,000 bond to insure payment of fringe benefits. A bond will not be required from any Employer who belongs to the Contractors Association of Eastern PA whose members have been paying into the fringe funds or any Employer, although not a member of the Contractors Association of Eastern PA, who has had a satisfactory record of paying into the Welfare and Pension Funds. Non-members of the CAEP who have not established a satisfactory payment record shall post such bond.

Section 14 - Delinquent Collection Procedure.
The following procedures will be applicable in the event of delinquent payments:

1. All remittance reports and contributions are due no later than the twenty-fifth day of the month following the month for which they are attributable. A contribution will be considered delinquent if not received in the Pension Fund Office on the last day of the month following the month for which the contribution is attributable.

2. If a delinquent contribution is not paid by the last day of the month in which it is due, interest at 2% above prime per annum as established by PNC Bank, shall start to accrue on the delinquent amount from the 1st day of the next month. When a delinquent or late contribution is received in the Pension Fund Office, an interest calculation shall

be made by the Fund Office in accordance with this paragraph 2 and a bill shall be sent immediately to the employer for payment.

3. If the delinquent contribution is not paid by the end of the month in which it is due, the Trustees, through the Administrative Office of the Pension Fund, will send written notice to the delinquent employer advising the employer that its contributions to the Funds are delinquent and that the employer is subject to the following: Interest at 2% above prime per annum, as established by a bank selected by the trustees, and to suit for collection thereof.

4. If such delinquent contributions and interest are not, in fact, received within sixty days of the date of the written reminder notice from the Pension Fund to the delinquent employer, the matter shall be referred to Funds' Counsel with instructions to proceed to collect same, unless prior arrangements for collection of contributions and interest has been agreed to by Funds' Collector, with approval of Funds' Counsel. If the matter is referred to Funds' Counsel for collection, Funds' Counsel will send written notice to the delinquent employer of the Fund's intent to sue. The Trustees shall notify the Bonding Company of the delinquency and institute suit on the Bond.

5. Should the lawsuit be filed, the delinquent employer will be liable to the Fund's for the principal amount plus interest at the rate set forth in paragraph 2 hereof, plus ten percent (10%) liquidated damages, plus counsel fees and costs of the litigation, plus audit fees, if necessary. Should the employer who received the written suit notice from The Funds' Counsel, then remit the contributions before a complaint is filed, it will nevertheless be liable for the interest at the rate set forth in paragraph 2, counsel fees and costs of litigation as aforesaid.

6. In case of delinquency becoming known as a result of a Funds' audit, the delinquent amount will accrue interest from the 1st day of the month following the due date of the contribution. The interest rate shall be at the rate set forth in paragraph 2.

7. Upon completion of an audit, the Trustees, through the Administrative Office of the Pension Fund, will send Written Audit Notice to the delinquent employer of the delinquent amount plus the interest charges in the amount specified in paragraph 2.

8. The delinquent employer shall be notified that if such delinquent contributions and interest are not paid within thirty (30) days after the date of the Written Audit Notice, the matter shall be referred to Funds' counsel with instructions to proceed to collect the delinquent amount plus interest thereon plus liquidated damages of ten percent (10%).

9. The liquidated damages shall be ten percent (10%) if the suit is filed for the delinquent contributions. Should the delinquent employer remit the contributions before suit is actually filed, it will, nevertheless, be liable for interest charges in the amount specified in paragraph 2 plus Funds' Counsel fees.

10. If the audit reveals an under-reporting of funds by ten percent (10%) or more for the period encompassed by the audit, the audited employer shall be required to pay the Funds' cost of auditing, irrespective of whether suit is filed.

11. If the delinquent contribution and/or interest thereon, and/or audit fees and expenses, if any, are not paid into the Funds by the dates set forth, the matter shall be referred to the Funds' Counsel with instructions to file suit, unless prior

arrangements for collection of contributions and interest has been agreed to by the Funds' Collectors, with the approval of Funds' Counsel. In the event a compliant is filed, the delinquent employer shall pay the delinquent amount due, plus interest thereon in the amount specified in paragraph 2, plus ten percent (10%) liquidated damages, plus audit fees and expenses, plus Funds' counsel fees, court costs and expenses incurred.

12. The Trustees have the right to determine that an employer has demonstrated a delinquent payment practice. Such employers shall then be obligated to contribute to the Funds on a weekly basis of the same time that the employer's payroll is due.

ARTICLE X

Section 1 - Jurisdictional Awards. Such jurisdictional awards as may be made by any board of Commission to which the Laborers' District Council and the Contractors Association of Eastern Pennsylvania have agreed to be legally bound shall be recognized.

ARTICLE XI

Section 1 - Grievance Committee. There shall be no cessation of work pending the settlement of any grievance. All grievances shall be submitted to a "Grievance Committee" composed of three representatives of the Employer and three representatives of the Union, which committee shall render a decision within forty-eight hours. The decision of the committee shall be final and binding upon the parties, subject to Article I, hereof. Should this committee fail to render a decision for any reason whatsoever, then the grievance shall be referred to the Arbitration Board.

Section 2 - Arbitration Board. A Joint

Arbitration Board shall be formed, comprised of two members, one member chosen by the Employer and one member chosen by the Union, to which all questions that arise shall be submitted. This Arbitration Board shall meet within forty-eight hours after a written complaint has been filed (Saturdays, Sundays and Holidays excepted). The disputants shall be allowed twenty-four hours to present all evidence; and, a decision shall be rendered by the Arbitration Board within forty-eight hours, which decision shall be final and binding upon the parties, subject to the provisions of Article I, hereof.

Upon failure of the Board to render a decision forty-eight hours after the referral to it of a grievance, the arbitrators shall appoint a third arbitrator who shall be the Chairman of the Board. The Board shall render a decision forty-eight hours after it assumes jurisdiction. The decisions of the Board shall be final and binding upon the parties.

Failure of the Board finally to render a decision shall not deprive the parties hereto of their rights to adjust their grievance or grievances pursuant to the law.

During the pendency of the Board's decision, there shall be no strikes, threats of strikes, walk-outs, slowdowns, or threats thereof, or a lockout.

ARTICLE XII

Section 1 - Mechanical Changes. If during the term of this Agreement mechanical changes or changes in the method of operation create a difference in the type of work to be done by the laborers requiring a new classification, the Contractors Association of Eastern Pennsylvania and the Council agree to negotiate such classification.

ARTICLE XIII

Section 1 - Most Favored Nation Clause. Should it be deemed advisable, either party hereto may request a conference prior to the submission of bids on any project for the purpose of arriving at a complete understanding of any modifications of this Agreement deemed advisable. It is agreed that the meeting shall be held at the call of either party for the purpose of discussing wage rates and conditions which shall apply to a particular job, or the meeting shall be held periodically to discuss wage rates and conditions to apply for all jobs in the area where there might be Non-Union competition.

Section 2 - It is understood that if the Laborers' District Council enters into any agreement with any Contractor engaged in Heavy and Highway Construction within the area designated herein upon more favorable terms to such other Contractor than are embodied in this Agreement, this Agreement shall be amended so as to afford the party to this contract the same terms.

ARTICLE XIV

Section 1 - Joint Labor - Management Drug/Alcohol Abuse Program. As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Contractors Association of Eastern Pennsylvania cooperatively agree that the Employer shall have the right to implement a Drug and Alcohol Testing Program as hereinafter provided.

1. Policy Statement - The parties recognize the problems created by drug and alcohol abuse and the need to develop a prevention program. The Company and the signatory Union 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 its employees and to provide assistance under the Heavy Highway Health and Welfare Fund to Employees who have or may have a drug/alcohol problem or dependency.

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 and 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. Regardless of anything herein to the contrary, prescription drugs and devices as currently prescribed by a licensed physician, dentist or podiatrist shall be exempt.

C. Employees - 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/Accident - An event which has all the attributes of an accident, except that no harm was caused to person or property. (Incident/Accident shall not be presumed to be drug related without

reasonable cause as defined below).

F. Reasonable Cause - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism or on the job behavior such as noticeable imbalance, incoherence, or disorientation which reasonably leads management to believe that the employee may be under the influence of drugs or alcohol.

3. Confidentiality

A. All actions taken under this policy and program will be confidential and disclosed only to the necessary personnel who may be notified as to the employee's medical disqualification, or with the express consent of the employee.

B. 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.

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

D. Copies of all documents -- including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms -- shall be delivered to the donor.

4. Rules Disciplinary Actions - Grievance Procedures

A. Rules - all employees must report back to work in 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 impaired or with an impermissible amount of prohibited substances in their systems.

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 immediately reinstated with back pay. If the employee is not suspended but is required to miss time from work for the administration of the test, and the test results are negative, the employer will pay the employee for four (4) hours of work. In other cases:

(1) Applicants testing positive for drug and alcohol use will not be hired.

(2) Employees who refuse to cooperate with testing procedures will be immediately suspended and reviewed for termination.

(3) Employees found in possession of Prohibited Items and Substances on or about the Company premises will be terminated.

(4) Employees found selling or distributing Prohibited Items and Substances on or about the Company premises will be terminated.

(5) 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 the employee and his physician to determine if a reassignment of duties is necessary. Should it be determined by the employee's physician and the Company that the ingestion of the prescribed medication will affect the employee and other employees, to the degree there exists a safety hazard to the employee or other employees, the Company, the Union and the employee will confer to attempt to accommodate the work assignment. The Company will attempt to accommodate the employee's needs by making an appropriate reassignment. However, if with a reasonable degree of medical certainty, the employee is not fit to perform the work assignment, and a reassignment is not possible at that time, the employee 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 collective bargaining agreement.

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 will not be performed as part 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. After employment has commenced, an employee may be tested only for reasonable cause.

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 of a Prohibited Item or Substance, or is or has been under such influence while on the job; or has violated the drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his or her on-site representative to be present.

C. Testing may be required if an employee is involved in a workplace accident and if there is reasonable cause to believe that drugs or alcohol may have contributed to the happening of the accident.

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

E. Employees may also be tested on a voluntary basis. The company will bear the costs of all testing procedures.

F. Each employee, if required to be tested, 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.

G. 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.

6. The Union is not responsible for ascertaining or monitoring the alcohol or drug-free status of any employee.

An employee will not be required to sign a

consent and chain of custody form, however, he or she may do so, if desired. An employee may revoke his or her decision to sign a consent form authorizing the test at any time.

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, and shall also pay employees for time lost as a result of an employer drug testing request.

7. Appeals of Drug Testing Results

An employee is entitled to have his or her specimen retested in the event of a positive finding. After initial and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting within thirty (30) days. The employee shall contact his or her Union representative in order to request and effect the retesting of the sample.

8. Rehabilitation.

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervisor that he or she may have a substance abuse problem, the Company will assist in advising the employee regarding medical benefits which may be available under the Company or Union health and 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 rehabilitation program shall be reinstated in his or her former employment status, if work for which he or 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.

9. Union/Employer Policy

In the event of a suspected or actual violation of any of the foregoing Sections of this policy, the Employee will not be tested, discharged or disciplined unless the Employer first notifies the Local Union before taking any such action.

Alcohol and drug testing will not be employed in a discriminatory fashion.

ARTICLE XV

Section 1 - Termination of Agreement. It is agreed by and between the parties hereto that the term of within contract shall extend to APRIL 30, 2004. Should either party desire to terminate the Agreement, ninety (90) days' written notice shall be given by either party; otherwise this Agreement shall continue in full force and effect for an additional period of one year and annually thereafter in the absence of similar notice.

**THE CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA**

JOSEPH M. MARTOSELLA

JOHN R. SMITH, JR.

**LABORERS'S DISTRICT COUNCIL
OF THE METROPOLITAN AREA
OF PHILADELPHIA & VICINITY**

WADE STEVENS

SCHEDULE "A"

**THE FOLLOWING CLASSIFICATIONS, WAGE RATES AND FRINGE BENEFITS ARE
ESTABLISHED TO GOVERN EMPLOYMENT OF THE EMPLOYEES COVERED
BY THE AGREEMENT**

between

THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA

and

**LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF
PHILADELPHIA & VICINITY**

effective from

MAY 1, 2000 TO APRIL 30, 2004

CLASSIFICATIONWage Rates Per Hour Effective:FREE AIR TUNNELS:

	<u>5/1/00</u>	<u>5/1/01</u>	<u>5/1/02</u>	<u>5/1/03</u>
MINERS	\$20.70	*\$1.45	*\$1.45	*\$1.45
WELDERS & BURNERS	20.75	*To be apportioned among		
MINERS BORE DRIVER	20.50	Wages & Fringes		
BLASTERS	20.50			
DRILLERS	20.50			
PNEUMATIC SHIELD OPERATORS	20.50			
MINER'S HELPERS	20.35			
FORM SETTERS	20.35			
TRACKMEN	20.20			
BRAKEMEN	20.20			
GROUTMEN	20.20			
BOTTOM SHAFT MEN	20.20			
ALL OTHER MEN IN FREE AIR TUNNELS	20.20			

Wage Rates Per Hour Effective:

CLASSIFICATION

<u>5/1/00</u>	<u>5/1/01</u>	<u>5/1/02</u>	<u>5/1/03</u>
5/1/00	5/1/01	5/1/02	5/1/03

UNDERPINNING:

When an underpinning excavation is dug eight feet or more below the natural grade or where an excavation for a pier hole of five feet square or less and eight feet or more deep is dug, the rate shall apply only after a depth of eight feet is reached, to the men working in the bottom and the rate is:

\$20.20	*\$1.45	*\$1.45	*\$1.45
*To be apportioned among Wages & Fringes			

CIRCULAR CAISSONS:

Where an excavation for circular caissons are dug eight feet or more below the natural grade level adjacent to the starting point of the caisson hole, at ground level, for the men working in the bottom, the rate is:

\$20.35	*\$1.45	*\$1.45	*\$1.45
*To be apportioned among Wages & Fringes			

<u>CLASSIFICATION</u>	<u>Wage Rates Per Hour Effective:</u>			
	<u>5/1/00</u>	<u>5/1/01</u>	<u>5/1/02</u>	<u>5/1/03</u>
WELDERS, BURNERS & AIR TUGGER	\$20.35	*\$1.45	*\$1.45	*\$1.45
POWDERMEN	20.25		*To be apportioned among Wages & Fringes	
LABOR FOREMAN	20.95			
EXPERIENCED FINISHED SURFACE ASPHALT RAKERS	20.05			
EXPERIENCED JACKHAMMER OPERATORS	20.05			
EXPERIENCED PAVING BREAKER OPERATORS	20.05			
EXPERIENCED PIPELAYER OR CAULKER (all joints up to within 5 feet of the Building Foundation Line)	20.05			
CONDUIT & DUCT LAYERS	20.05			

Wage Rates Per Hour Effective:

<u>CLASSIFICATION</u>	<u>5/1/00</u>	<u>5/1/01</u>	<u>5/1/02</u>	<u>5/1/03</u>
VIBRATOR	20.05	*\$1.45	*\$1.45	*\$1.45
ALL OTHER PNEUMATIC TOOL OPERATORS	19.95	*To Be apportioned among Wages & Fringes		
LABORERS STRIPPING CONCRETE FORMS	19.95			
CARRYING OR HANDLING LUMBER OR OTHER CONCRETE MATERIALS	19.95			
LABORERS CARRYING & HANDLING STEEL AND STEEL MESH	19.95			
FORM PINNERS	19.95			
MORTAR MIXERS	19.95			
POURING CONCRETE	19.95			
GRADE MEN	19.95			

Wage Rates Per Hour Effective:

<u>CLASSIFICATION</u>	<u>5/1/00</u>	<u>5/1/01</u>	<u>5/1/02</u>	<u>5/1/03</u>
ASPHALT SHOVELERS	\$19.95	*\$1.45	*\$1.45	*\$1.45
MEN WORKING IN SHEETING	19.95		*To be apportioned among Wages & Fringes	
MEN WORKING IN SHORING	19.95			
MEN WORKING IN LAGGING	19.95			
LABORERS ASSISTING IN THE SETTING OF CUT STONE, GRANITE OR ARTIFICIAL STONE	19.95			
HOD CARRIERS	19.95			
SCAFFOLD BUILDERS	19.95			
RELIEF JOINTS & APPROACH SLABS	19.95			
ASSEMBLING AND PLACING GABIONS	19.95			
WAGON DRILL/HYDRAULIC TRACK DRILL OPERATOR	20.10			

Wage Rates Per Hour Effective:

<u>CLASSIFICATION</u>	<u>5/1/00</u>	<u>5/1/01</u>	<u>5/1/02</u>	<u>5/1/03</u>
MULTIPLE WAGON DRILL OPERATORS	\$20.25	*\$1.45	*\$1.45	*\$1.45
TOXIC/HAZARDOUS WASTE HANDLER	23.94			
FLAGPERSON	14.65			
ALL OTHER LABORERS ON CONSTRUCTION WORK, WITH THE EXCEPTION OF WORKERS IN COMPRESSED AIR shall be:	19.95			
<u>YARD WORKERS:</u>				
INCLUDING LABORERS	19.85			
SCALE MIXERMEN	19.85			
BURNERMEN	19.85			
FEEDERS	19.85			
DUSTMEN	19.85			

*To Be apportioned
among Wages & Fringes

FRINGE BENEFITS

In addition to the foregoing wage rates, the Employer shall pay by way of contribution, the following fringe benefits:

<u>5/1/00</u>	<u>5/1/01</u>	<u>5/01/02</u>	<u>5/01/03</u>
	*\$1.45	*\$1.45	*\$1.45

***TO BE APPORTIONED AMONG WAGES AND FRINGES**

\$4.06	Per hour for each hour worked into the the Laborers' District Council Heavy & Highway Construction Health & Welfare Fund.
\$6.08	Per hour for each hour worked into the Laborers' District Council Construction Industry Pension & Annuity Fund.
\$0.51	per hour for each hour worked into the Laborers' District Council Education & Apprentice and Training Fund.
\$0.30	per hour for each hour worked into the Laborers' District Council Prepaid Legal Fund.
\$0.25	per hour for each hour worked into the Heavy & Highway Construction Industry Advancement Program.
\$0.18	per hour for each hour worked into the Laborers' Employers Cooperation and Education Trust Fund.
\$0.07	per hour for each hour worked into the Health and Safety Fund.

WORKING DUES CHECKOFF

Effective 5/1/00

\$0.95

Per hour to be deducted from net wages.

POLITICAL ACTION FUND CHECKOFF

Effective 5/1/00

\$0.10

Per hour to be deducted from net wages.

APPRENTICE WAGE RATES & FRINGE BENEFIT PAYMENTS

1ST PERIOD	0 - 500 HOURS	50%	OF LABORERS WAGE RATE
2ND PERIOD	501-1000 HOURS	55%	OF LABORERS WAGE RATE
3RD PERIOD	1001-1500 HOURS	60%	OF LABORERS WAGE RATE
4TH PERIOD	1501- 2000 HOURS	65%	OF LABORERS WAGE RATE
5TH PERIOD	2001- 2500 HOURS	70%	OF LABORERS WAGE RATE
6TH PERIOD	2501- 3000 HOURS	75%	OF LABORERS WAGE RATE
7TH PERIOD	3001- 3500 HOURS	80%	OF LABORERS WAGE RATE
8TH PERIOD	3501- 4000 HOURS	90%	OF LABORERS WAGE RATE

FRINGE BENEFIT CONTRIBUTIONS

EFFECTIVE MAY 1, 2000 \$4.06 PER EACH HOUR WORKED FOR HEALTH & WELFARE
\$0.25 PER EACH HOUR WORKED FOR INDUSTRY FUND
NO OTHER FRINGE BENEFIT CONTRIBUTIONS FOR
APPRENTICES

DEDUCTIONS FROM WAGES

EFFECTIVE MAY 1, 2000 \$0.95 PER HOUR WORKED FOR FIELD DUES CHECKOFF
\$0.10 PER HOUR WORKED FOR POLITICAL ACTION FUND

SCHEDULE "B"

regarding

**THE ESTABLISHMENT AND ADMINISTRATION
LABORERS' DISTRICT COUNCIL HEAVY &
HIGHWAY HEALTH & WELFARE FUND**

and

THE INDUSTRY ADVANCEMENT PROGRAM

SCHEDULE "C"

TRUST AGREEMENT

between

THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA

and

**LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF
PHILADELPHIA & VICINITY**

regarding

**THE ESTABLISHMENT AND ADMINISTRATION OF THE
LABORERS' DISTRICT COUNCIL CONSTRUCTION INDUSTRY HEALTH
WELFARE FUND**

SCHEDULE "D"

TRUST AGREEMENT

between

**THE GENERAL BUILDING CONTRACTORS ASSOCIATION, INC.
THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA**

and

**THE LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF
PHILADELPHIA & VICINITY**

regarding

**THE ESTABLISHMENT AND ADMINISTRATION OF THE
LABORERS' DISTRICT COUNCIL BUILDING AND CONSTRUCTION
INDUSTRY PENSION AND ANNUITY FUND**

SCHEDULE "E"

TRUST AGREEMENT

between

**THE GENERAL BUILDING CONTRACTORS ASSOCIATION, INC.
THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA**

and

**THE LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF
PHILADELPHIA & VICINITY**

regarding

**THE ESTABLISHMENT AND ADMINISTRATION OF THE
LABORERS' DISTRICT COUNCIL EDUCATION APPRENTICE AND
TRAINING FUND**



SCHEDULE "F"

TRUST AGREEMENT

between

**THE GENERAL BUILDING CONTRACTORS ASSOCIATION, INC.
THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA**

and

**THE LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF
PHILADELPHIA & VICINITY**

regarding

**THE ESTABLISHMENT AND ADMINISTRATION OF THE
LABORERS' DISTRICT COUNCIL PREPAID LEGAL FUND**

**SCHEDULE "G"
JOBS RECOVERY PROGRAM**

This letter is for the purpose of establishing conditions agreed to between the Contractors Association of Eastern Pennsylvania and the Laborers Union. These conditions will be used in a cooperative effort to re-coup work which is currently being lost to Non-Union and/or District 50 Contractors.

In the four counties of Bucks, Chester, Delaware and Montgomery, the following conditions will apply:

1. Overtime will be paid only after the first 40 hours of work have been completed, but with Straight Time being limited to a maximum of 10 hours in any one day. Time and one-half will be paid after 10 hours a day and after 40 hours a week have been worked. In the event of inclement weather for one day, then Friday can be used as a "Make-up Day." For two days of inclement weather during the week, Friday and Saturday can be used as "Make-up Days".

2. "Starting Time" will be scheduled at the discretion of the Employer without incurring Overtime. All Trades will have the same general Starting Time on any particular project. Any exception to this will be approved by agreement between the Employer and the Representative of the particular Trade involved.

3. Wage Rate differentials for shift work will be eliminated.

4. On Public Work projects where only the current Wage Rates and Fringe Benefit Contributions are contained in the Bid Proposals, those wages and fringes will be frozen for up to 12 months. However,

if future Wage Rates and Fringe Benefit Contributions are included in the Bid Proposals, then future rates will apply on the effective dates.

All the above conditions will apply for the length of the Agreement based upon reaching a final satisfactory Contract with the Association, but will not apply to any project being done under a Boston Harbor type project agreement. This agreement shall apply for the term 5/1/00 thru 4/30/2004.

**THE CONTRACTORS ASSOCIATION OF
EASTERN PENNSYLVANIA**

JOSEPH M. MARTOSELLA

LABORERS DISTRICT COUNCIL

WADE STEVENS

5/1/00

SCHEDULE "H"

TRUST AGREEMENT

between

**LABORERS DISTRICT COUNCIL OF THE
METROPOLITAN AREA
OF PHILADELPHIA & VICINITY**

and

**THE DELAWARE VALLEY INSULATION AND
ABATEMENT
CONTRACTORS ASSOCIATION INC.**

regarding

**"METROPOLITAN AREA OF PHILADELPHIA
& VICINITY
LABORERS EMPLOYERS COOPERATION
AND EDUCATION TRUST"**

SCHEDULE "I"

TRUST AGREEMENT

between

**THE EMPLOYING BRICKLAYERS
ASSOCIATION OF DELAWARE VALLEY, INC.
THE LANDSCAPE
CONTRACTORS ASSOCIATION OF
DELAWARE VALLEY, INC. AND THE
DELAWARE VALLEY INSULATION AND
ABATEMENT CONTRACTORS
ASSOCIATION, INC.**

and

**THE LABORERS' DISTRICT COUNCIL OF
THE METROPOLITAN AREA OF
PHILADELPHIA & VICINITY**

regarding

**"THE LABORERS' DISTRICT COUNCIL,
REGIONAL STATE AND
LOCAL HEALTH AND SAFETY FUND"**