

K 8488
1,500 workers

CONTRACT NO. 40250

7/1/2002 - 6/30/2005

2002 to 2005

AGREEMENT

BETWEEN

**KEYSTONE CONTRACTORS
ASSOCIATION**

AND

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

REPRESENTING

**LOCAL UNION NO. 910
LOCAL UNION NO. 824
LOCAL UNION NO. 419**

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AGREEMENT

This Agreement entered into this

1st day of July, 2002

Between

THE KEYSTONE CONTRACTORS ASSOCIATION

and

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

Hereinafter referred to as the Union for the purpose of establishing rates of wages, hours of work, conditions for which employees shall work for employers and to facilitate without resort to strike, slowdowns or lockouts, peaceful adjustment of grievances and disputes and to prevent slowdowns or lockouts which may from time to time arise between the employers and the laborers engaged in building construction in the following counties: Bedford, Blair, Cambria, Centre, Clearfield, Clinton, Franklin, Fulton, Huntingdon, Mifflin and Somerset in the state of Pennsylvania.

NEGOTIATING AGENTS

Section 1. It is understood that the above named Laborers' District Council of Western Pennsylvania is acting as agent only for these affiliated unions: (1) Construction and General Laborers Local Union No. 910, covering Blair, Cambria, Clearfield, Franklin and Huntingdon Counties; (2) Construction and General Laborers, Local Union No. 824, covering Clinton, Centre and Mifflin Counties; (3) Construction and General Laborers Local Union No. 419, covering Bedford, Fulton and Somerset Counties.

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, their officers and members.

Section 2. This Agreement is negotiated by the Keystone Contractors Association acting as agent only for its present and future members.

For any breach of this Agreement, the liability of the Employer shall be several, not joint, and the liability of the Keystone Contractors Association shall be only that of negotiating agent, acting without liability for the acts of the individual members.

Section 3. It is further understood that no liability shall arise on the part of the Employer or Union by reason of any unauthorized act by any employee or member respectively unless and until such unauthorized act is brought to the attention of the Employer or the Union and that party is given a reasonable opportunity to correct said act or ratify same.

ARTICLE I TERMS OF AGREEMENT

Section 1. The term of this Agreement shall be effective from July 1, 2002 through June 30, 2005.

Section 2. Should the Employer or the Union desire to change or terminate this Agreement on the expiration date, notification must be made in writing not less than sixty (60) days prior to the expiration date. Even though the parties hereto, or either of them, shall have given notice to change or terminate this Agreement and all its terms and conditions shall remain in effect so long as negotiations for a new contract are in progress and until such new Agreement is signed.

Section 3. Upon receipt of such notification, both parties pledge themselves to hold a conference meeting within thirty (30) days after such request is made.

Section 4. It is hereby agreed between both parties that negotiations for a renewal Agreement shall be completed on or before June 30, 2005. Should no Agreement be reached the Local Unions herein mentioned reserve the right to cease working until such Agreement is consummated.

ARTICLE II GENERAL TERMS

Section 1. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not mentioned or referred to herein will be of any force or effect upon any party hereto.

Section 2. The Employer shall pay the wage rates and the overtime rates that are established by this Agreement for the county in which his operations take place.

Section 3. SAFETY REGULATIONS - To safeguard the life, limbs and health of laborers engaged in construction work, it shall be the Contractors Superintendent's or Foreman's job, in charge of the construction work, to see that all Government Safety Regulations are enforced. If the Business Representative or Shop Steward of the Union calls to the attention of the Contractor, Superintendent or Foreman a hazardous condition on any project and he does not remedy such condition immediately the Business Manager or Field Representative shall have the privilege of removing his members from the project until the condition is corrected and all Safety Regulations complied with.

Section 4. The Employer agrees that the wages, fringe benefits, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Agreement, thereby applying equally to any sub-contract let by the

Employer on work covered by this Agreement. Any sub-contractor to whom work is let by a contractor shall be bound to sign this Agreement. The failure of any sub-contractor to sign this Agreement and to abide by the wages, fringe benefits, hours and working conditions on any work sublet, assigned or transferred by the Employer shall constitute a breach of this Agreement and shall be grounds for arbitration by the Union.

Section 5. Any contractor or Sub-Contractor who sublets any of his work which is performed by the laborers named in this Agreement must sublet same subject to the wage and benefit requirements, hours, working conditions and Union Security called for in this Agreement. The Contractor agrees to include the above in his Agreement with the Sub-Contractor. Said Sub-Contractor must sign and work under the provisions of this Agreement.

Section 6. Members of the Laborers' District Council of Western Pennsylvania, in the area covered by this Agreement will not refrain from working on a project, regardless of the union or non-union status of one or more subcontractors, provided the general contractor will assume that the work coming under the jurisdiction of the Laborers' International Union of North America be performed by members of the Laborers' District Council of Western Pennsylvania and that the rate of wages paid and all contributions are made in accordance with the terms and conditions of the existing Labor Agreement. The Employer will not utilize the National Labor Relations Board to enforce this clause.

Section 7. It is understood that if the Union enters into any Agreement with any contractor engaged in building 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 parties to this contract the same terms.

ARTICLE III 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 that any Employer signed to this Agreement be required to sign any additional Agreement for work in the thirty-three (33) counties of Western Pennsylvania, except that said Employer agrees to be bound by the wages, hours, fringe benefits and working conditions of the Agreement in existence in that area.

ARTICLE IV SCOPE AND LEGALITY

Section 1. The provisions of the National Labor Relations Act, as amended, rulings and regulations issued by the National Labor Relations Board or its agents and all Federal, State and Municipal judicial bodies, courts and agencies having legal jurisdictions, "Short-Title" Labor Management Reporting and Disclosure Act of 1959, shall govern the provisions of this Agreement, its interpretations, amendments, changes and every other phase relative to its operation and enforcement.

Section 2. If any provisions of this Agreement is held invalid, the remaining provisions herein shall not be affected thereby.

Section 3. It is mutually agreed by the parties hereto that this is a Union Shop Contract and shall be construed as provided for in the Labor Management Relations Act of 1947, as amended. It is further agreed that, in the event of the repeal or amendment of the Labor Management Relations Act of 1947, as amended, and the "Short-Title", Labor Management Reporting and Disclosure of 1959, this portion and only this portion, may be reopened for negotiation.

(a) It is hereby agreed by both parties that any employees employed by the contractor shall become

members of the respective local herein mentioned after the seventh (7th) day of their employment.

Section 4. It is agreed by both parties, should any question of the interpretation of this Agreement or question about any classification of any type of work not covered by this Agreement, said interpretation or classification shall be decided upon by the Keystone Contractors Association and the Laborers' District Council of Western Pennsylvania.

Section 5. The Employer agrees to notify the Local Union having jurisdiction in the County in which the project is being performed and advise of the need for Laborers and the availability of jobs on the project. The Employer may place one key man and one Laborer foreman on the project. All other laborers will be requested from the Local Union having jurisdiction in the geographical area of the project. The Employer may retain one key man on the project as the last man, provided it is mutually agreed to by the Union and the Employer.

The Employer may make request to the Union for specific laborers if such Laborers shall have previously worked for the Employer for at least sixty (60) days within the jurisdiction of the Local Union in the geographical area of the project. Such laborer must have been laid off for not more than thirty (30) days and the Union shall be free to honor such request if the specific laborer/laborers requested are available for employment, provided the Local Unions herein mentioned have a record of such employees that may be requested by the Employer of previous employment. The Employer retains the right to reject any job applicant referred by the Union.

Both parties recognize the value and responsibility to employ females and minority employees', therefore, the Union shall be given the first opportunity to provide such employees.

There shall be no discrimination against any workmen by reason of race, sex, color or creed.

Section 6. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not mentioned or referred to herein will be of any force or effect upon any party hereto, except for subsequent amendments which are mutually agreed upon by the parties signatory to this Agreement. Such amendments must be reduced to writing.

Such amendment(s) shall become effective only if an authorized representative of both parties to the agreement affix their signatures thereto. In order to provide ample time for both the Union and the Employer to notify the members of any amendment(s), the effective date of any such amendment(s) shall be no sooner than five (5) days after the date the amendment(s) are signed by both parties.

ARTICLE V ARBITRATION BOARD

Section 1. In the event the parties hereto have any grievances or disputes about the meaning or application of this Agreement which they cannot resolve directly, the party feeling aggrieved shall promptly advise the other party, in writing, as to the nature of such grievance and the Union and the Association shall each, within forty eight (48) hours after the receipt of such written notice, select one person to serve on a joint three (3) man arbitration board. No Employer or employee directly involved in the dispute shall be so selected. Within the next twenty-four (24) hours, these two arbiters shall meet and attempt, mutually, to agree on a third arbiter, the two arbiters shall, at the end of said twenty-four (24) hour period, immediately and jointly ask the United States Conciliation Service, Department of Labor, to designate such third arbiter who shall act as chairman. Following the selection of the three (3) arbiters as aforesaid, they shall meet and/or hear the persons involved in the dispute and render a decision no later than seventy-two (72) hours after the third

arbiter has been selected. The parties hereto may authorize, in writing, an extension of any of the times set forth above, but not to exceed a period of fifteen (15) days from the date the dispute arose until the selection of a third arbiter as outlined above. A decision of the three (3) arbiters shall be final and binding provided it is not in violation of any Local, State or National Law. The party which the arbitrator rules in favor of shall be absolved of all arbitrator's costs in connection with said decision and all arbitrator's costs shall be paid by the losing party.

Section 2. During the course of the dispute through the processes of arbitration as provided in Section 1 above, there shall be no cessation of work, slowdowns, lockouts or threats thereof, subject, however, to the rights to strike or stop work as provided in ARTICLE II SECTION 4, ARTICLE VIII SECTION 5, ARTICLE XXII SECTION I and ARTICLE XXIV SECTION 3.

ARTICLE VI JURISDICTIONAL DISPUTE

Section 1. (a) The employee shall do all work as directed by the Employer, his agent or foreman. Work to be performed by employees shall also include work assigned to the laborers whether by the National Labor Relations Board (known as 10-K) as well as all such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former National or International Unions, mutual Agreement by the Laborers' International Union with other International Unions and including all such work and jurisdiction as declared by actions of the Executive Council of Conventions of the American Federation of Labor.

(b) 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.

(c) Should there be any question concerning the classification of work, the parties hereto agree to a meeting prior to work being assigned, at which time a mutual understanding shall be reached. Those parties failing to reach an Agreement, the Employer will abide by any Agreement reached between the International Union Representatives. Should the International Representatives fail to reach an Agreement the Employer will assign the disputed work based on Agreement of record. If there are no Agreements of record, the Employer will assign the work based on area practice. This shall not conflict with the following paragraph:

The Employer recognizes the work jurisdiction as listed in Article XXI as being claimed by the laborers and will endeavor to assign work in accordance with Article XXI.

Section 2. Should a dispute arise on jurisdiction the Superintendent, General Foreman or Foreman carrying a Union card with any other craft other than the laborers shall not make any decision.

Section 3. Pending decision for the settlement of jurisdictional disputes, there shall be no cessation of work, slowdowns, lockouts or refusal to continue work.

ARTICLE VII TEMPORARY SANITARY FACILITIES

Section 1. Ample and comfortable space or shed space shall be made available for the use of the laborer. Said space or shed space shall not be used to store any equipment or materials. It shall also include sanitary toilet facilities. This shall be complied with on all job sites.

Section 2. The Employer shall provide sanitary drinking facilities in accordance with the provisions of

the law and regulations of the Commonwealth of Pennsylvania and shall be complied with on all job sites.

ARTICLE VIII DECLARATION OF PRINCIPLES

Section 1. The Employer agrees to give the same privileges to the three Local Unions herein mentioned and laborers that the gives to other crafts that are not mentioned in this Agreement.

Section 2. The Union reserves the right to reject membership to any individual, but it shall be required to give the cause of the rejection.

Section 3. Prior to an Employer starting work, he shall inform the Union herein mentioned immediately. On all new work, there shall be a pre-job conference to clarify the Agreement between both parties. All general contractors shall notify the Union of all subcontractors. If the subcontractors are not known at this time, the general contractor shall immediately notify the Union when the subcontractors are known. The Union reserves the right to have a pre-job conference with any subcontractor prior to starting work. The general contractor shall notify all subcontractors of this provision. If any Employer fails to abide by the provisions of this Section, it shall constitute a violation of the Agreement and the Union reserves the right to strike.

Section 4. It is agreed by both parties that the Local Unions herein mentioned will have an individual Agreement signed by each contractor, whether or not he is a member of the Association.

Section 5. It shall not be a violation of this Agreement if employees refuse to work upon failure of the Employer to live up to the provisions regarding wages and conditions contained herein.

Section 6. Employees engaged in the work of mixing mortar or tenders stocking scaffold for

mechanics shall be allowed to start working one-half (½) hour prior to the starting time of 7:00 a.m., 7:30 a.m. and 8:00 a.m. at the straight time rate of wage to prepare mortar and supply materials for the mechanics with whom they work, so that the mechanics may start at the starting time. Overtime rate shall be paid after eight (8) hours of work in accordance with ARTICLE XI SECTION 4.

Section 7. The Employer is to furnish raincoats, hard hats, boots, and safety equipment for laborers when necessary.

When the Employer issues rain gear to an employee, said employee shall be required to sign a receipt for same. If said equipment is lost while in the possession of the employee, he shall be held responsible for this 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).

All safety equipment and/or protective clothing issued by the Employer shall be done so in strict compliance with all applicable safety and health laws governing same.

Section 8. Employers of sand blasters shall furnish all necessary safety equipment for sand blasters.

Section 9. Employees reserve the right to refuse to work in any trench construction unless same is shored and/or braced and cut to the natural angle of repose of the surrounding material in accordance with OSHA regulations.

Section 10. When temporary heating is being used overnight or on weekends, laborers shall be assigned the work of tending all equipment (i.e. Salamander, fueled heaters, bottled gas heaters or electric heaters, etc.) providing this heat, receiving time and one-half (1½) for Saturday, Sunday, Holidays and all overtime. This shall be done under the

stipulation that the employee or employees manning this heat shall do this work only.

Section 11. Both parties hereby agree that the authorized representative of the Union reserves the right to check on Employer's compensation policies. It is also agreed that the Employer shall have on all job sites, accident forms to be filled out by the employees.

Section 12. On projects where parking is restricted by the owners of steel mills, power plants and the Pennsylvania State University, transportation shall be supplied from the parking area to the work area or change house by the Employer. Laborers shall be at the parking or pick-up area at a time, mutually agreed upon by the Employer and the Union, which will allow the transport vehicle sufficient time to transport the laborers to the work area or change house to permit the start of work at the starting time. Laborers shall be returned to the pick-up area by quitting time.

ARTICLE IX UNION REPRESENTATIVE

Section 1. The Union's Business Manager, Field Representative 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 representative to enter and check the employees.

Section 2. The Shop Steward shall be placed or appointed by the Union and the duties of the Shop Steward shall be to examine Union credentials and referral cards of the laborers on the job. His union duties shall be outlined by the Business Manager and/or Field Representative of the Union. He shall be allotted sufficient time to perform his duties. Should any violation of any nature arise, the Shop Steward's duties shall be to report same to his Business Manager or Field Representative at once. A Shop Steward has absolutely no authorization to call or cause any work

stoppage. It is agreed that Shop Stewards shall be with the employees at all times.

Section 3. In the event of a temporary shutdown, where all employees are laid off, the job steward shall be called back first on the resumption of work. In the event the job steward is not immediately available, the other laborers may return to work pending his arrival. In the event he does not report within forty eight (48) hours he shall be replaced by another job steward. Should the Employer have more than one project under construction, the Employer shall not move the steward from one job to another unless agreed to by the Union having jurisdiction. This shall not apply to jobs having less than three (3) laborers.

Section 4. Should the Employer decide to lay-off or dismiss any Shop Steward, he shall first call the Business Manager or Field Representative. Any lay-off or dismissal of a Shop Steward shall be only for good or just cause.

Section 5. Employers are to permit Shop Stewards to attend meetings called by the Union; however, the Employer will assume no liability for payment of wages during such absences.

Section 6. Neither the Shop Steward nor the Union's Business Manager or Field Representative will have any authorization to call or cause a work stoppage until such a time as the arbitration procedure, as contained in ARTICLE V, has been fully utilized, subject, however, to the rights to strike or stop work as provided in ARTICLE II SECTION 3, ARTICLE VIII SECTION 5, ARTICLE XX SECTION 1 and ARTICLE XXII SECTION 3.

ARTICLE X PAY PERIOD

Section 1. LAY-OFFS - When Laborers are

dismissed, they shall be paid in cash or check at the job or if given an office order, they shall be entitled to the amount due and one (1) additional hour, which order must be honored immediately when presented at the office. For failure of the Employer to comply with this Section, the employee shall receive four (4) additional hours waiting time.

Section 2. PAY PERIOD - Employees shall be paid weekly on the job before quitting time in legal United States currency and when practical in a protected place, or by check if some provision is made with a bank so that the employees can cash same at face value. The Employer shall have the option of withholding three (3) days. Should an employee have any difficulty in cashing his paycheck for reason of insufficient funds, the Employer will be required to post a bond payable to the District Council on behalf of the employees, the Bond being in the amount of one (1) months laborers' payroll.

Section 3. If an employee quits on his own accord, he shall wait until the next regular pay to be paid.

Section 4. The Employer agrees to notify the Union of a major lay-off.

Section 5. The Employer shall spell out all payroll deductions and/or contributions made from the employee's pay on each pay stub.

Section 6. The Company's name and employee's name is to be on all employee pay stubs.

Section 7. Any workman injured on a job incurred accident and requiring emergency treatment by a physician, hospitalization, or first aid, shall receive pay for the 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. If the injured workman is required to report back to the doctor or to the hospital on a subsequent date, he shall suffer no loss in pay. This shall be limited to two (2) additional visits.

**ARTICLE XI
WORKING HOURS, SHIFTS,
OVERTIME AND HOLIDAYS**

Section 1. Eight (8) hours shall constitute a day's work. The day may start at 7:00 a.m., 7:30 a.m., or 8:00 a.m. After performing eight (8) hours of continuous work, the day shall then end at 3:30 p.m., 4:00 p.m., or 4:30 p.m. The normal work week shall start on Monday morning and end on Friday afternoon. Saturday will be used as a makeup day when forty (40) hours have not been worked on the project due to inclement weather.

When state or federal laws do not prohibit, the Employer shall have the option, with consent of the Laborers' District Council, to schedule work on a basis of four (4) - ten (10) hour days with Friday as a makeup day. When forty (40) hours have not been worked on the project in the week (exclusive of overtime) due to inclement weather, then the Employer may schedule work on Friday on a straight time basis. All work over ten (10) hours in a day or forty (40) hours in a week shall be considered as overtime. In the event makeup time is to be worked, not less than an eight (8) hour day shall be scheduled.

NOTE: When an Employer selects one of the above starting and quitting times, he shall maintain these times for at least five (5) days.

Thirty (30) minutes from 12:00 to 12:30 shall constitute a lunch period. A lunch period shall be given after every four (4) hours thereafter at no loss of time to employees. It is hereby agreed, by both parties, should any employee be required to work through a lunch period, said employee shall receive time and one-half (1½) the rate of pay and a sufficient amount of time, before or after the normal lunch period to eat his lunch.

It is agreed that employees will be granted a ten (10) minute coffee break daily, usually in mid-morning. It shall be taken so as not to interfere with any critical phase of the job.

Section 2. When two (2) or more shifts are required, the first shift shall work eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. and receive the regular straight time rate of wages. The second and third shifts shall work seven (7) hours each and receive eight (8) hour's pay therefore at the regular straight time rate of wages. In the event a full shift is not worked on either the second or third shifts, the employee shall be paid for the actual hours worked, the pro-rata amount based on eight (8) hour's pay for seven (7) hour's worked. It is hereby agreed, by both parties, should any employee be required to work through lunch period, said employee shall receive time and one-half (1½) the rate of pay and a sufficient amount of time, before or after the normal lunch period to eat his lunch.

Section 3. Any work done in excess of seven (7) hours on the second or third shifts shall be construed as overtime and paid in accordance with Section 4 below. The second and third shifts shall work Friday night in order to complete a full five (5) day week at the regular straight time rate of wages of seven (7) hours work for eight (8) hours pay. Work done after ten (10) hours on Saturday through 8:00 A.M. Monday will be paid for at the double time rate.

Section 4. The first two (2) hours of overtime after eight (8) hours are worked in any one (1) day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be compensated at one and one-half (1½) times the regular rate of wage, except as noted in the second paragraph of Section 1 of Article XI. Mason Tenders may be scheduled to work one (1) hour before the regularly established starting times of 7:00 a.m., 7:30 a.m. and 8:00 a.m. and be compensated at one and one-half (1½) times the regular rate of wage. All other overtime hours shall be compensated at two (2) times the regular rate of wage. There will be no penalties or discrimination for refusing to work overtime.

Double time shall be paid for work on Sunday

and on the following holidays, or days observed as such (except as provided in ARTICLE VIII, SECTION 10):

New Year's Day	Memorial Day
Christmas Day	Veteran's Day**
Thanksgiving Day	General Election Day**
Independence Day	Day after Thanksgiving**
Labor Day	Good Friday

NOTE: These holidays shall be uniform with all crafts.

**The day after Thanksgiving, Veterans' Day or General Election Day will be observed as a holiday depending on the wishes of the majority of the crafts on the project.

No work shall be done on Labor Day, unless absolutely necessary, and double the straight time rate of wage shall be paid for such work.

When a holiday falls on a Sunday, it shall be observed on the following Monday.

ARTICLE XII 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 demolition of buildings or in connection with alteration, remodeling or repair of old buildings and all classifications of work covered by this Agreement. This will include all demolition and alterations on industrial plants, commercial work and non-commercial work and for all work pertaining to masonry in all its branches. The employee shall do all such work as directed by the Employer, his Agent or Foreman at the rates per hour set forth in this Agreement. (See Appendix 1).

Section 2. On any job where eight (8) or more Laborers are employed by the contractor, a Laborer Foreman shall be required. This Foreman shall be a card carrying member in good standing with the Laborers' International Union of North America. When a Laborer Foreman is employed, he shall give all orders to the laborers.

Section 3. When employees are regularly employed on the second and third shifts and report for work or when employees are ordered out for the second and third shifts and are placed at work, they shall receive not less than four (4) hours pay, even though they are laid off before having worked a half shift of three and one-half (3½) hours.

Section 4. The Employer agrees to pay any member who is called out after starting time for the entire day or, in the event of an early shutdown because of inclement weather or other unforeseen reason, the member shall be paid from the normal starting time to the time of shutdown. The above shall not apply in the event the member is called out to replace a laborer who had been scheduled to work but failed to report to work. The Employer shall notify the Union of the name of any laborer who failed to report to work and for whom the replacement is being called. Should the Employer or his representative call out a Laborer for work and said laborer is not placed at work, he shall be paid a minimum of four (4) hour's pay.

Section 5. When shifts are operated on Saturdays, Sundays, and Holidays, the second and third shifts shall receive double time for all hours worked plus one (1) hour's additional pay at the regular straight time rate, providing Saturday does not come under the provisions of ARTICLE VIII, SECTION 10.

Section 6. When employees report for work and due to inclement weather or other conditions cannot work, one (1) hour reporting time shall be paid at the regular straight time rate of pay, provided they

remain on the job for the first two (2) hours. It is further agreed that in the event an authorized agent of the Employer elects to send said employees home, either before the starting time or at any time within the specified two (2) hours of any day wherein inclement weather or other conditions prevail those involved shall therefore be entitled to and be paid one (1) hour's reporting time for each and every day of inclement weather or other conditions.

The Superintendent or other authorized Agent of the Employer and the Union shall jointly determine at any time during the first two (2) hours whether or not the weather or conditions are such that the work can proceed. Employees shall be continued on the payroll of the Company when inclement weather or other conditions tend to break up the working schedule unless sent home by the Company Representative.

If work is started during the first (2) two hours, the employee shall receive the regular rate of pay for the time worked plus one (1) hour reporting time, but in no case shall the employees receive more than eight (8) hour's pay in the normal work day.

Section 7. The Employer will pay wages for the entire day to laborers who complete the task of unloading a truck or trucks prior to the normal quitting time provided the laborer is willing to remain on the job site until normal quitting time and perform other work coming under the jurisdiction of the laborers.

Section 8. Special arrangements may be made to accommodate this schedule of working hours to the transportation service or other conditions, in order to obtain eight (8) hour's work on the job. The Business Manager and/or Field Representative must approve any such arrangement.

Section 9. It is agreed that an approved First Aid Kit shall be on the job and kept fully stocked at all times.

ARTICLE XIII CHECK-OFF

Section 1. The Employer and the Union hereby agree on a check-off plan. The following shall be the method to be used in said plan. All initiation fees and dues will be made payable by check to the appropriate Construction and General Laborers Local Unions covered by this Agreement. The Union agrees to furnish authorized check-off slips, signed by the employees to the Employer. 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 submit reports and payments of amounts due under the check-off plan, monthly or before the thirtieth (30th) day of each month following the month for which the reports and payments are due. The Employer's deductions from the employee shall be effective from the date of this authorization check-off slip.

Section 2. The Employer and the Union agree that all employees who come under the jurisdiction of the locals herein mentioned shall be signed to the check-off system in accordance with Article XIII, Section 1. Should any employee be hired by the Employer, the Employer shall see that the employee complies with the check-off system requirement.

ARTICLE XIV LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA PENSION PLAN

Section 1. Effective July 1, 2002, the Employer agrees to pay to the Laborers' District Council of Western Pennsylvania Pension Plan an hourly rate as indicated in Appendix I in the manner provided in Article XXIII, Consolidated Report and Check.

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 provisions hereafter provided by Trust Agreement implementing the Pension Plan, copy of which is incorporated by reference and made a part hereof. The Employer contributions shall be made either by check or other written order for the payments made payable to the order of Mellon Bank, Laborers' Contribution Account and sent to the designated administrator.

Section 2. It is distinctly understood that this Article is to be considered invalid unless representation on the Board of Trustees of any Trust Fund established to administer this Laborers' District Council of Western Pennsylvania Pension Fund Plan includes representation both for the Laborers' District Council of Western Pennsylvania and the Keystone Contractors Association.

ARTICLE XV LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA WELFARE FUND

Section 1. Effective July 1, 2002, the Employer agrees to pay to the Laborers' District Council of Western Pennsylvania Welfare Fund an hourly rate as indicated in Appendix I in the manner provided in ARTICLE XXIII, Consolidated Report and Check.

Reports and payments of amounts due from the Employer to the Fund 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 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. The Employer contributions shall be made either by check or other written order for the payments made payable to the order of Mellon Bank, Laborers' Contribution Account and sent to the designated administrator.

Section 2. It is distinctly understood that this Article is to be considered invalid unless representation on the Board of Trustees of any Fund established to administer this Laborers' District Council of Western Pennsylvania Welfare Fund includes representation both for the Laborers' District Council of Western Pennsylvania and the Keystone Contractors Association.

ARTICLE XVI ADDITIONAL WORKING DUES

Section 1. It is hereby agreed by both parties that the Employer will deduct from the pay of his employees, after having received the employee's signed withholding authorization, an amount equal to three and two-tenths percent (3.2%) of the employees' gross wages or such amount as may hereafter be authorized by Union action in the manner provided in Article XXIII, Consolidated Report and Check. It is also agreed that the Union will furnish Authorization Slips authorizing said deductions.

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 Western Pennsylvania Laborers' Political Action Fund, then an amount not 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 percent (.2%) shall be designated to the Western Pennsylvania Laborers' Building and Defense Fund.

Section 2. Should the Employer fall or become delinquent in payment of the amount due, the Union reserves the right to require the delinquent Employer to post security in the form of cash or a corporate

surety bond in an amount equal to twice the amount of the delinquency.

Section 3. 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 4. The above Section 3, ARTICLE XVI, has been approved on the 28th day of June, 1961 by Judge Wilson in the United States District Court of Western District of Pennsylvania - Civil Action number 61-197.

ARTICLE XVII INDUSTRY FUND

Section 1. All Employers of Laborers under this Agreement shall pay the sum of twelve cents (\$.12) per hour for each hour worked by each laborer of the employee's gross wages to the Keystone Contractors Association, Inc. Industry Fund. Contributions are to be sent to the administrative office of the Laborer's Combined Funds of Western Pennsylvania, P.O. Box 360137 Pittsburgh, PA 15251-6137 at the same time, in the same manner and reported separately upon the Laborers' Contribution Remittance Report which includes both Welfare and Pension Fund as well as Additional Working Dues contributions, as provided in Article XXIII, Consolidated Report and Check. The Keystone Contractors Association, Inc. Industry Fund shall establish a construction industry program in the interest of promoting the common good through the carrying on of activities which may include, but not be restricted to the promotion of safety, market development, the protection of legitimate markets, standardization of contracts, public relations, labor relations, education, research and the provisions of means and methods whereby the general contractors may avail themselves of combined efforts in securing for themselves and their workmen just and honorable dealings from the public whom they serve.

Payments to the Industry Fund are due on or before the thirtieth (30th) day of each month covering amounts due from the preceding month.

Section 2. The establishment of the program is subject to applicable Federal and State Laws and any other legal action that may be brought by any or all parties involved.

ARTICLE XVIII WESTERN PENNSYLVANIA LABORERS EDUCATION AND TRAINING FUND

Section 1. Ten cents (\$.10) per hour for all hours worked by each laborer shall be contributed beginning July 1, 2002 through the term of this Agreement and paid into the Western Pennsylvania Laborers Education and Training Trust Fund under the terms, conditions and obligations set forth in the Trust Agreement for that Fund, copy of which is incorporated by reference and made a part hereof.

Section 2. Said Trust Fund has been established by the Laborers' District Council of Western Pennsylvania for members of its affiliated Local Unions to provide for the education and training of its members in the industry.

Section 3. Said Fund shall be administered by a Joint Labor Management Committee composed of an equal number of trustees from Labor and Management.

ARTICLE XIX LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL FUNDS

Section 1. Seven cents (\$.07) per hour shall be contributed to Laborers' International Union of North America National Health and Safety Fund and remitted in the manner set forth under the provisions of the consolidated report and contributions. Said Fund shall be administered by a joint/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 XX SECURITY

Section 1. Should any Employer become delinquent in remitting Check-Off (Initiation Fees and Dues), Pension Plan, Welfare Fund, additional working dues and Industry Advancement Fund Payments as so stated in ARTICLE XIII, ARTICLE XIV, ARTICLE XV, ARTICLE XVI, ARTICLE XVII, ARTICLE XVIII and ARTICLE XIX for a period, of thirty (30) days or more, each Employer shall be required to post security for such remittances, contributions, and payments. The Security shall be in the form of cash or a Corporate Surety Bond of a registered and acceptable Bonding Company in the following amounts, based upon the total project contract of the Employer.

\$ 5,000.00 - Security for each total project contract value up to \$50,000.00

\$10,000.00 - Security for each total project contract value between \$50,000.00 and \$100,000.00

\$20,000.00 - Security for each total project contract value over \$100,000.00

Section 2. Should the Employer fail to pay Employer Contributions to either of the above mentioned Funds or fail to make any other remittances or payments due to either of the said Funds or to the Union when same shall be due and payable, the Employer shall be considered delinquent and in breach of this Agreement. Upon such delinquency the Administrator of the Funds or the President of the Union shall have the right to apply the security to or demand application of the security toward the payment of the delinquent amounts and in addition thereto, the

amounts provided for in ARTICLE XXIV SECTION 1 and any other costs or expenses incurred in collecting delinquent payments to the above mentioned Funds.

ARTICLE XXI CLASSIFICATION OF WORK TO BE PERFORMED

TENDERS: Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanics, whether by bucket, hod, wheelbarrow, buggy or other motorized unit used for such purpose, including fork lifts when used at levels not in excess of nine feet (9').

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate when done by salamander, heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory and all fixtures and facilities therein. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas.

The ageing and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

SCAFFOLDS: Where self-supported scaffolds or specially designed scaffolds are built by carpenters, the laborers shall tend said carpenters on erection thereof. The dismantling of said scaffolds as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by the Laborers.

The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers and other construction crafts as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof shall be by laborers.

When a masonry scaffold is built by laborers and the General Contractor uses said scaffold or when the General Contractor does his own masonry work and other crafts use this scaffold, then it shall be built and dismantled by laborers.

With reference to the Masonry Contractors, the laborers shall do the entire erection and dismantling of ALL scaffolds. The aforesaid jurisdiction is provided by the International Agreement between the Mason Contractors Association of America, Incorporated and the Laborers' International Union of North America, executed as of January 6, 1955, and amended July 18, 1968, copy of which is incorporated by reference and made a part hereof.

**EXCAVATION and FOUNDATIONS
SITE PREPARATION and CLEARANCE
TRANSPORTATION and TRANSMISSION LINES:**

Excavation for building and all other construction; digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags, connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Felling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handling and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or re-installation of all fences. Clean-up of right-of-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same.

CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES:

(a) Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, (whether in the open or in the blind) dumping and unhooking the bucket. Placing of concrete or aggregates whether poured, pumped, gunnited or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or section. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be re-used in their original form and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pot or hoppers on sand-blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

STREETS, WAYS AND BRIDGES:

Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof, and all other labor connected therewith. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting, setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The cast concrete or stone curb sections. Installation of all

joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.:

Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading, and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back-filling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

SHAFTS, TUNNELS, SUBWAYS AND SEWERS:

Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dam levees, aqueducts, culverts, flood control projects and

airports. All underground work involved in mines, underground chambers for storage or other purpose, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling, and installation of material used for timbering or retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavating or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches, installation of pipes, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

COMPRESSED AIR: In compressed air, all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brake men, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, cement, insert operators, keyboard operators, power knife operator, erector operator, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond driller, timbermen

and retimbermen, cherry packmen, nippers, chucktenders, cable tenders, vibratormen, jetgunmen, gunnite nozzlemen, gunmen, reboundmen and all other connected therewith.

SEWERS, DRAINS, CULVERTS AND

MULTIPLATE: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer to side sewer to building or structure except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multicell conduit or multi-purpose pipe. Cutting the holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

UNDERPINNING, LAGGING, BRACING,

PROPPING AND SHORING: Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures. Loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all

site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

DRILLING AND BLASTING: All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including carrying, handling, laying out of hoses. Steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging and road guarding.

SIGNAL MEN: Signal men on all construction work defined herein, including traffic control signalmen at construction sites.

GENERAL EXCAVATION AND GRADING:

The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

FACTORIES: All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials loading and unloading, checkers, stuffers, production line personnel and stenciling of materials, Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware, stocking of materials in laboratory; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

GENERAL: Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets,

ways, sewers and water lines and all maintenance work and work of an unskilled and semiskilled work, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, park, sports arenas and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

PITS, YARDS, QUARRIES, ETC.: All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.

WRECKING: This will include all demolition and alterations on industrial plants, commercial work and non-commercial work. The wrecking or dismantling of buildings and all structures. Breaking away wood materials, beams of all kinds, with use of cutting or other wrecking tools, as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, back-filling and landscaping of the site of wrecked structure.

RAILROAD TRACK WORK: Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track, setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast

by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, grading, sidings, crossing, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

STUDIO UTILITY EMPLOYEES: All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

USE OF TOOLS: Operation of all hand, pneumatic, electric, motor, combustion or air driven tools, concrete saws or equipment necessary for the performance of work described herein, including carryable pumps, walk-behind fork lift, walk-behind rollers or wackers (with or without levers), walk-behind vibrators, (with or without levers), all walk-behind concrete saws regardless of type, (self-propelled or manual), gunnite nozzle and machine man, wagon drill operators, air track or similar, walk-behind power roller (one (1) or two (2) barrel), combination tamper and vibrator, walk-behind roller and tamper and power wheel-barrows and buggies.

MISCELLANEOUS: The laborers shall tend the carpenters as well as do all such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former National or International Unions and as may be hereafter acquired, including all such work and jurisdiction as declared by actions of the Executive Council of Conventions of the American Federation of Labor.

1. The handling of Concrete Forms shall be in accordance with the MEMORANDUM ON CONCRETE FORMS between the Carpenters and Laborers dated October 3, 1949. The following will clarify provisions of the Memorandum:

- a. All Forms not to be reused in its original structure on that project shall be stripped by the laborers.
- b. Forms to be reused in its original structure shall be released from the concrete by the carpenter. By release its meant to break away from the concrete period. The laborer then takes over from that point.
- c. The laborers shall move, clean, oil and carry to next point of erection, stockpile or stockpiles. If stockpiled, the laborer will then move from stockpile to nearest point of erection.

2. POWER RIGGING:

- a. Power Rigging on concrete forms to be reused on said project, the carpenters will hook up and pull away from concrete. The laborer then will signal, unhook and stockpile. When the form or forms are to be reused, the laborer will hook up at the stockpile or stockpiles.
- b. On Power Rigging for forms NOT to be reused on said project the laborer will do all power rigging.
- c. The Power Rigging of all false work shall be handled in the same manner as power rigging of concrete forms described in (a) and (b) above.
- d. When laminated wood arches, trusses and decks are unloaded by power rigging, the carpenter will hook up, the laborer will receive and handle to stockpile or stock-piles. When material is to be used the laborer will hook up at the stockpile.
- e. On all other material being unloaded, distributed and stockpiled at the point of fabrication by the carpenters. From this point to the next stockpile or points of installation or erection shall be handled or rigged by laborers.

3. RUNWAYS

- (a) The handling and moving of all material for scaffolds and runways shall be performed by laborers.
 - (b) The building of runways where no nailing and cutting is necessary shall be the work of the laborers.
 - (c) The dismantling of all scaffolds is the work of the laborer.
4. The cutting of openings through concrete or masonry material shall be performed by laborers.
 5. The operation and maintenance of the power chain saw shall be the work of the laborers.
 6. The erection of temporary enclosures for protection where no nailing is necessary shall be the work of laborers.
 7. When it is necessary to build or erect a wooden framework to support and secure a cover material, such as tarps or visquene, for the purpose of weather protection, the following procedure will apply:
 - a. The laborer will transport the cover material to the area being weather protected, and, if necessary, unfold the cover material.
 - b. The carpenter shall build or erect the wooden framework. The cover material, if nailed, is the work of the carpenter. All other methods used is the work of the laborer.
 - c. Disassembling the above installation if nailed and to be re-used, the carpenter shall release the cover material from the wooden framework. The laborer shall remove the cover material from the wooden framework, clean and fold if necessary, and transport to the next point of installation or storage area. If not to be

nailed or re-used the laborer shall do all work in dismantling.

8. Unloading, handling and distribution of materials, furniture and/or fixtures:

- a. The unloading of rough or semifinished material, regardless of packaging, to a designated stockpile, moving or re-stock-piling to various buildings or to various floors to a designated stockpile at the point of installation shall be done by laborers.
- b. Any and all building and construction material and equipment shall be unloaded, handled, distributed or stock-piled either manually or by any power equipment by the laborer.
- c. The unloading, handling and distributing to approximate point of installation of porcelain enameled panels, tectum panels, etc. to stockpile or stockpiles in the approximate area of installation on various floors as designated by the contractor shall be assigned to the laborer.
- d. The unloading, handling and distribution of composition gypsum and precast concrete planking to stockpiles on the ground or deck regardless of the method used is the work of the laborer. All other handling, laying, distribution, installation, etc., will be handled in accordance with the Memorandum of Agreement between Laborers' International Union and the United Brotherhood of Carpenters and Joiners of America.
- e. The unloading, handling, distribution to stockpile or stockpiles at the nearest point of installation of all store fixtures, display cases, shelving, etc. shall be the work of the laborer.
- f. The unloading, handling, and distribution of all sink tops, cabinets, laboratory furniture, base and wall units etc. to a stockpile or stockpiles

at the nearest point of installation shall be the work of the laborer.

ARTICLE XXII UNION OBLIGATION FOR ENFORCEMENT OF FUND CONTRIBUTIONS

Section 1. It is understood, without limitation or reservation, that each local union assumes the obligation of immediately removing all laborers from any building project operated by any Employer who is delinquent in his payments to any of the various Funds or Plans covered under this Agreement, including the Laborers' District Council of Western Pennsylvania Welfare Fund, Laborers' District Council of Western Pennsylvania Pension Fund, the Union Check-Off Plan, Additional Working Dues, the Construction Industry Fund and the Western Pennsylvania Laborers' Education & Training Fund.

Section 2. The status of an Employer subject to the application of the removal of his laborers as set forth in Section 1 is to be reviewed jointly by the Keystone Contractors Association and the Union prior to the actual removal of laborers.

Section 3. All contributions and deductions, on an hourly or percentage basis to the various Funds and Plans covered under this Agreement are to be effective for the life of the Agreement in accordance with the following schedule:

EFFECTIVE JULY 1, 2002 THRU JUNE 30, 2005

Laborers' District Council of Western PA Dues Deduction Fund	3% of Gross Wages
Laborers' District Council of Western PA Building & Defense Fund	0.2% of Gross Wages
Keystone Contractors Association Industry Fund	\$.12/hr. worked
Western Pennsylvania Laborers' Education and Training Fund	\$.10/hr. worked
LIUNA National Health and Safety Fund	\$.12/hr. worked

EFFECTIVE JULY 1, 2002

	ZONE I	ZONE II
Laborers' District Council of Western PA Pension Fund	\$2.11/hr. worked	\$2.08/hr. worked
Laborers' District Council of Western PA Welfare Fund	\$3.93/hr. worked	\$3.89/hr. worked

EFFECTIVE JULY 1, 2003

ZONE I

ZONE II

Laborers' District Council of Western PA Pension Fund	\$2.21/hr. worked	\$2.18/hr. worked
Laborers' District Council of Western PA Welfare Fund	\$4.03/hr. worked	\$3.99/hr. worked

EFFECTIVE JULY 1, 2004

ZONE I

ZONE II

Laborers' District Council of Western PA Pension Fund	\$2.31/hr. worked	\$2.28/hr. worked
Laborers' District Council of Western PA Welfare Fund	\$4.13/hr. worked	\$4.09/hr. worked

Section 4. CHECK-OFF SYSTEM

All affiliation fees and monthly dues shall be remitted promptly by the Employer to the Local Union of which the employee is a member, along with a list setting forth the name, hours worked and amount remitted for each employee, which said amounts and reports shall be submitted on or before the thirtieth (30th) day of the month following the month for which the report is made, as provided in ARTICLE XIII and ARTICLE XXIII.

Section 5. General contractor shall not be permitted to put any subcontractor employee on his payroll when that subcontractor is delinquent to the Laborers' Combined Funds of contributions and remittances to the Funds under this Agreement.

ARTICLE XXIII CONSOLIDATED REPORT AND CHECK

Section 1. In order to reduce the amounts of time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and contributions to the Health and Welfare, Pension and Industry Advancement Funds and in sending reports of Check-Off Dues and Payroll Deductions to the various Local Union Offices 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 and Local Union Offices in a single check made payable to Mellon Bank, Laborers' Contribution Account 182-9347 and sent to the Administrative Office of the Laborers Combined Funds of Western Pennsylvania, P.O. Box 360137, Pittsburgh, Pennsylvania 15251-6137. In lieu of sending separate report forms to each Fund and Local Union office, the Employer shall prepare and send along with the single check, a consolidated report form on or before the thirtieth (30th) day of the month following the month for which the report is made. The Mellon Bank shall act as a distribution agent for the Employer in distributing the Employers' contributions to the respective funds and

the Check-Off Dues and Affiliation Dues to the various Local Unions and shall forward to each Fund or Local Union, along with the monies due that Fund or Local Union, a copy of that portion of the consolidated report form applicable to the Fund or Local Union.

Section 2. 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 therefor.

Section 3. All reports transmitting monies to the Laborers' District Council of Western Pennsylvania Pension Fund, Welfare Fund, or Dues Deduction Fund shall be considered timely if received in the post office box of the Laborers Combined Funds on or before the last 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.

ARTICLE XXIV PENALTY CLAUSE

Section 1. If an Employer fails to pay his Employer contributions to the Funds established by ARTICLE XIII, XIV, XV, XVI, XVII, XVIII and XIX 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 fourth percent (1¼%) per month until paid. In addition, the delinquent Employer shall be liable for all reasonable expenses including attorney's fees in the amount of twenty percent (20%) and other disbursements incurred in the collection of any delinquent accounts. It is agreed that if legal action is

deemed necessary, said action may be instituted before a Justice of the Peace or in the Common Pleas Court of Allegheny County against the delinquent Employer, subject to approval of the Trustees of the respective funds.

Section 2. The authorized representative of the Union shall have the right to examine the Employer's payroll records to insure that proper contributions, remittances and deductions are being made for laborers working under the jurisdiction of this Agreement and to insure the Employer is paying the proper rate of wages for all laborers.

Section 3. The Union shall be responsible for notification to the general contractor of any potential delinquency of a subcontractor in his contribution to the various funds. This shall be only for those projects in which the subcontractor is working for the general contractor.

Section 4. The Union shall be responsible for invoking ARTICLE XX of the labor agreement and require such subcontractor to post a bond or security as provided for in ARTICLE XX SECTION 1.

Section 5. Should the subcontractor be unable to secure a bond based on the insurance carrier's refusal to supply a bond or should the subcontractor refuse to post a bond, the Union shall then notify the general contractor who will, with the acquiescence of the subcontractor, withhold payment, including any retainage due the subcontractor, and apply all payments due the subcontractor to the fringe benefit funds on behalf of the subcontractor until all fringe benefits, interest and/or penalties are paid in full. Should the subcontractor refuse to acquiesce the general contractor shall then withhold final payment.

Section 6. It is hereby agreed by both parties that should any of the Employers be in arrears with any of the deductions or contributions provisions of this contract, the Union reserves the right to refuse to work until such payments are made.

**ARTICLE XXV
JOINT LABOR-MANAGEMENT
DRUG/ALCOHOL ABUSE PROGRAM**

Section 1. 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 C.I.S.C.O. Board of Directors 11/89.

POLICY STATEMENT

The parties recognize the problems 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.

DEFINITIONS

A. Company Premises – The term "Company Premises" as used in the policy includes all property, facilities, land, 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.

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 noticeable imbalance, incoherence and disorientation.

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 your illness is handled in a confidential matter.

B. All actions taken under this policy and program will be confidential and disclosed to only 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.

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) 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 cases:

1. Applicants testing positive for drug use will not be hired.
2. Employees who have not voluntarily come forward and 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.

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 an 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 workplace 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, on-going 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.

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 and welfare/insurance program.

If treatment necessitates time 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/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing a rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

APPENDIX I

The territory covered by this Agreement shall be divided into two (2) zones, as follows:

ZONE I

Cambria County and Somerset County

ZONE II

Bedford County, Blair County, Centre County, Clearfield County, Clinton County, Fulton County, Franklin County, Huntingdon County and Mifflin County.

The wage rates covering these Counties shall be as follows:

WAGES

The wage rates and fringe benefit contributions in effect June 30, 2002 shall remain in effect on all projects in progress or bid prior to July 1, 2002 through December 31, 2002. On all projects started on or after July 1, 2002, the wage rates and fringe benefits listed below shall apply:

EFFECTIVE JULY 1, 2002

	ZONE I	ZONE II
Building Laborer	\$15.72	\$15.45
*Plaster Tender and Mason Tender	\$15.87	\$15.60
**Asbestos Removal Laborer and Toxic Waste Removal Laborer (Including Lead Abatement)	\$15.97	\$15.70
***Watchman and Flagmen	\$14.72	\$14.45

EFFECTIVE DATE JULY 1, 2003

	ZONE I	ZONE II
Building Laborer	\$16.12	\$15.85
*Plaster Tender and Mason Tender	\$16.27	\$16.00
**Asbestos Removal Laborer and Toxic Waste Removal Laborer (Including Lead Abatement)	\$16.37	\$16.10
***Watchman and Flagmen	\$15.12	\$14.85

EFFECTIVE JULY 1, 2004

	ZONE I	ZONE II
Building Laborer	\$16.52	\$16.25
*Plaster Tender and Mason Tender	\$16.67	\$16.40
**Asbestos Removal Laborer and Toxic Waste Removal Laborer (Including Lead Abatement)	\$16.77	\$16.50
***Watchman and Flagmen	\$15.52	\$15.25

*EXCLUDES laborers tending plasters working with synthetic-type materials such as drivit.

**INCLUDES only lead abatement work which requires certification.

***NOTE: When uniforms are required the Employer shall furnish them. Time and one-half (1½) for overtime and Saturday shall apply. Holidays, or those days held as holidays, shall be paid at the rate of double time.

The Foreman's rate will be fifty cents (\$.50) per hour over the highest classification for the CONTRACTOR he is working for in Zones I and II.

A. All Employees signatory to this Agreement shall abide by the existing Laborers' International Union of North America Stacks-Chimneys-Silos Agreement and the Laborers' International Union of North America Natural Draft Cooling Towers Agreement.

B. DEMOLITION OF CHIMNEYS AND COOLING TOWERS: In excess of ten (10') feet . . . \$.50 per hour over base pay.

C. SHAFTS, TUNNELS AND CAISSONS: It is hereby mutually recognized by both parties that work in compressed air in shafts, tunnels and caissons is usually done at higher rates of wages than those specified herein and under hours and conditions usually prevalent in such compressed air work. In the event that any job arises during the life of this Agreement or any portion or section thereof wherein it will be necessary to work in compressed air or free air tunnels, it is hereby understood and agreed that the said work shall be done by laborers, but under such conditions, hours of work and rates of wages as shall be set and agreed upon by the Local Union and/or District Council having jurisdiction over the territory in which the work is to be performed and the Employer or employees involved.

D. ADDITIONAL GENERAL CLASSIFICATIONS: A rate of differential will be paid for all work involving the following general classifications in both Zones I and II.

(1) On the erection or demolition of towers, antennae or other similar work in excess of ten feet (10') in height, the rate shall be fifty cents (\$.50) per hour above the basic building laborers' rate of pay.

(2) Work involving the suspension of workmen in swinging cages, suspended scaffolds, swings, bosun's chairs and the like shall be paid at the rate of fifty cents (\$.50) per hour above the basic building laborers' rate of pay.

(3) Ditch, trench or sump work exceeding ten feet (10') feet in depth shall be paid at the rate of thirty-five cents (\$.35) per hour above the basic building laborers' rate of pay.

(4) Air Track Men will receive fifty cents (\$.50) per hour above the basic building laborers' rate of pay.

(5) Blasters will receive sixty cents (\$.60) per hour above the basic building laborers' rate of pay.

In addition to the above wages, the Agreement contains provisions for the following Employer contribution/remittances:

EFFECTIVE JULY 1, 2002 THRU JUNE 30, 2005

Laborers' District Council of Western PA	
Dues Deduction Fund	3% of Gross Wages
Laborers' District Council of Western PA	
Building & Defense Fund2% of Gross Wages
Keystone Contractors Association	
Industry Fund	\$.12 per hour worked
Western Pennsylvania Laborers'	
Education and Training Fund	\$.10 per hour worked
LIUNA	
National Funds	\$.12 per hour worked

EFFECTIVE JULY 1, 2002

	ZONE I	ZONE II
Laborers' District Council of Western PA		
Pension Fund	\$2.11/hr. worked	\$2.08/hr. worked
Laborers' District Council of Western PA		
Welfare Fund	\$3.93/hr. worked	\$3.89/hr. worked

EFFECTIVE JULY 1, 2003

ZONE I

ZONE II

Laborers' District Council of Western PA Pension Fund	\$2.21/hr. worked	\$2.18/hr. worked
Laborers' District Council of Western PA Welfare Fund	\$4.03/hr. worked	\$3.99/hr. worked

EFFECTIVE JULY 1, 2004

ZONE I

ZONE II

Laborers' District Council of Western PA Pension Fund	\$2.31/hr. worked	\$2.28/hr. worked
Laborers' District Council of Western PA Welfare Fund	\$4.13/hr. worked	\$4.09/hr. worked

On or after July 1, 2002, the Union shall have the option of applying all or any part of any increase granted thereafter for improvement or payment of costs of any fringe benefits or any other benefits that are not 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.

JURISDICTION OF COUNTIES

CONSTRUCTION GENERAL LABORERS' LOCAL UNION NO. 910

303 Wallace Building

406 Main Street

Johnstown, PA 15901

PHONE: 814-535-7696 FAX: 814-535-4695

James Crotzer, Business Manager

COUNTIES: Blair, Cambria, Clearfield, Franklin and Huntingdon.

CONSTRUCTION GENERAL LABORERS' LOCAL UNION NO. 824

136 West High Street

Bellefonte, PA 16823

PHONE: 814-355-4161 FAX: 814-355-4176

John Miller, Business Manager

COUNTIES: Clinton, Centre and Mifflin

CONSTRUCTION GENERAL LABORERS' LOCAL UNION NO. 419

453 W. Patriot Street

Somerset, PA 15501

PHONE: 814-445-8250 FAX: 814-445-9689

Richard Sheldon, Business Manager

COUNTIES: Bedford, Fulton and Somerset

EMPLOYER ORGANIZATION

KEYSTONE CONTRACTORS ASSOCIATION

2415 North Front Street

Harrisburg, PA 17110

PHONE: 717-238-8235 FAX: 717-238-5718

Terrance McDonough, Executive Director

Signed in behalf of:

**KEYSTONE CONTRACTORS
ASSOCIATION
(and "ITS SUCCESSORS OR ASSIGNS")**

**TERRENCE McDONOUGH
Executive Director**

Signed in behalf of:

**LABORERS' DISTRICT COUNCIL
OF WESTERN PENNSYLVANIA**

**PAUL A. QUARANTILLO
President - Business Manager**

**JOSEPH MAZZONI
Secretary - Treasurer**

MEMBERS OF NEGOTIATION COMMITTEE

JAMES CROTZER
Laborers' Local Union No. 910

RICHARD SHELDON
Laborers' Local Union No. 419

JOHN MILLER
Laborers' Local Union No. 824

THE undersigned Company hereby accepts the provision of the foregoing contract and agrees to be bound by the terms thereof (including the provisions of Appendix II):

Date _____

Contractor _____

"and ITS SUCCESSORS OR ASSIGNS"

Official Address _____

Official Signature _____

Print name and Title _____

Witness _____

Union _____

Address _____

Representative _____

Witness _____

APPENDIX II

EMPLOYER NO. _____

CONTRACT NO. 40250

BUILDING AGREEMENT

(X) Keystone Contractors Association and Independent Contractors

LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA

NOTICE TO ADMINISTRATOR OF FUNDS OF LABOR AGREEMENT

Federal Identification Number _____

Firm Name _____

Street Address _____

City _____ County _____

State _____ Zip Code _____ Phone _____

Ownership:

Proprietorship Partnership Corporation Joint Venture

AGREEMENT PERIOD: July 1, 2002 thru June 30, 2005.

AGREEMENT INCLUDES PROVISIONS FOR:

EFFECTIVE JULY 1, 2002 THRU JUNE 30, 2005

Laborers' District Council of Western PA Dues Deduction Fund	3% of Gross Wages
Laborers' District Council of Western PA Building & Defense Fund2% of Gross Wages
Keystone Contractors Association Industry Fund	\$.12 per hour worked
Western Pennsylvania Laborers' Education and Training Fund	\$.10 per hour worked
LIUNA National Funds	\$.12 per hour worked

EFFECTIVE JULY 1, 2002

	ZONE I	ZONE II
Laborers' District Council of Western PA Pension Fund	\$2.11/hr. worked	\$2.08/hr. worked
Laborers' District Council of Western PA Welfare Fund	\$3.93/hr. worked	\$3.89/hr. worked

EFFECTIVE JULY 1, 2003

ZONE I

ZONE II

Laborers' District Council of Western PA Pension Fund	\$2.21/hr. worked	\$2.18/hr. worked
Laborers' District Council of Western PA Welfare Fund	\$4.03/hr. worked	\$3.99/hr. worked

EFFECTIVE JULY 1, 2004

ZONE I

ZONE II

Laborers' District Council of Western PA Pension Fund	\$2.31/hr. worked	\$2.28/hr. worked
Laborers' District Council of Western PA Welfare Fund	\$4.13/hr. worked	\$4.09/hr. worked

DUE DATE: Report must be received in the Administrative Offices on or before the last day of the month.

Penalties for Late Payments: \$40.00 or 10% of Delinquent Payment, whichever is greater, PLUS 1¼% per month until Delinquency is paid.

NEGATIVE REPORTS must be filed during periods when no reportable work is performed.

A FINAL REPORT must be filed when work is completed in an area.

AUTHORIZED SIGNATURE _____

DATE _____

PRINT NAME AND TITLE