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Title: **Contractors Association of Eastern Pennsylvania and International Brotherhood of Teamsters (IBT), Locals 312, 384, 470 (2000)**

K#: **8181**

Employer Name: **Contractors Association of Eastern Pennsylvania**

Location: **Philadelphia PA**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **312, 384, 470**

SIC: **1600**

NAICS: **23622**

Sector: **P**

Number of Workers: **900**

Effective Date: **05/01/00**

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K8181
900 workers

60 pgs.

Agreement

for

All Construction

between

The Contractors Association
of Eastern Pennsylvania

and

Teamster Local Union #312
Truck Drivers, Chauffeurs
and Helpers Local Union #384
General Teamsters,
Chauffeurs, Helpers &
Yardmen, Local Union #470

all affiliated with the
International Brotherhood
of Teamsters, Chauffeurs,
Warehousemen and Helpers
of America

Five County Agreement
Bucks, Chester, Delaware,
Montgomery and Philadelphia Counties

Effective: May 1, 2000 to April 30, 2004

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FIVE-COUNTY AGREEMENT

Bucks, Chester, Delaware, Montgomery and Philadelphia Counties

AGREEMENT effective as of the 1st day of May, 2000 by and between THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA, for and on behalf of the corporations, partnerships and individuals listed on Exhibit A attached hereto, (hereinafter referred to as "EMPLOYER"), parties of the first part-and-TEAMSTERS LOCAL UNION #312, TRUCKDRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION #384, GENERAL TEAMSTERS, CHAUFFEURS, HELPERS & YARDMEN, LOCAL UNION #470, all affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "UNION"), parties of the second part.

NOW THIS AGREEMENT WITNESSETH THAT:

The parties hereto agree as follows:

ARTICLE I

Scope of Agreement

Section 1.1 Operations Covered. This Agreement shall cover the employees within the jurisdiction of the UNION who are employed by any Employer, which includes Employers noted on Exhibit A (Roster), and any other employer who may become a member of THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA after the date of this Agreement.

This Agreement shall be binding upon each Employer, his or its successors, administrators, executors and assigns.

Section 1.2 Liability. The Liability of the

respective members of the EMPLOYER and UNION for any breach of this Agreement shall be several and not joint.

Section 1.3 Membership Discontinuance. In the event that any Employer discontinues, or is discontinued from membership in the Association, the provisions of this Agreement shall remain fully binding on the Employer for the duration of this Agreement.

ARTICLE II
Union Security

Section 2.1 Recognition. EMPLOYER recognizes and acknowledges, that the UNION is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining, as provided by the National Labor Relations Act.

Section 2.2 Union Security.

A. **Union Membership Required.** All present employees who are members of the UNION on the effective date of this Agreement shall remain members of UNION in good standing as a condition of employment. All present employees who are not members of UNION and all employees who are hired hereafter shall become and remain members in good standing of UNION as a condition of continued employment on and after the eighth (8th) day following the beginning of their employment or on and after the eighth (8th) day following the effective date of this Agreement, whichever is the later.

B. **New Employees.** Subject of existing law, in response to any Employer's request for employees, UNION shall at all times supply competent and experienced help in a legal and non-discriminating manner. In the event that employees supplied by the UNION are not, for good and sufficient reasons,

satisfactory to an EMPLOYER, he may at his option request UNION for replacement. In requesting employees from UNION, the EMPLOYER shall have the right to request and UNION shall supply any particular member of UNION in good standing who is unemployed at the time, provided that such unemployed member is willing to accept the work. Any Employer may hire new employees from any source, but agrees to give preference to satisfactory employees with experience in the trucking industry in this area who are competent and qualified. The wages, hours and other conditions of employment of any employees covered by this Agreement shall be as herein provided, whether such employee has become a member of UNION or not.

C. Employer immediately upon employment, shall notify the shop steward, or the UNION if there is no shop steward, of the employment of any man, who under this Agreement, is required to be a member of the UNION. Upon notice from the UNION that any employee who has been employed for more than eight (8) days has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership, EMPLOYER agrees to discharge such employee within eight (8) days after receipt of written notice from a properly authorized official of the UNION. Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against UNION members.

D. In the event of any change in the law during the term of this Agreement, the EMPLOYER agrees that UNION will be entitled to receive the maximum union security which may be lawfully permissible.

E. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

Section 2.3 Probationary Employees. After working thirty (30) working days within a ninety (90) calendar day period as a regular employee, a new employee shall be placed on the regular seniority list as of his first day of work as a regular employee, provided that such new employee may be discharged without further recourse up to the time he has been placed on such seniority list. It is understood that the Employer shall use no subterfuge to prevent a regular employee from working thirty (30) working days as soon as possible. In case of discipline within the thirty (30) working day period, the Employer shall notify the UNION in writing.

Section 2.4 Check-off. Upon request of the UNION, the Employer agrees to deduct from the pay of all regular employees covered by this Agreement, from the pay earned on the second payroll week of the month, the current month's dues and/or initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions within five (5) days. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 2.5 Political Action. Upon receipt of written authorization from employees, Employer agrees to deduct from the wages of employees, their contribution to any Teamster Political Action fund. Employer will make these deductions on a weekly basis and forward the amounts deducted once each month to the appropriate Teamster fund.

Section 2.6 Physical Examinations. When the performance of an employee's duties necessitates a physical examination as required by any governmental agency, the employee will arrange for such physical examination by a medical doctor selected by the Employer, and the Employer will pay the cost of such examination.

ARTICLE III
Stewards

Section 3.1 Appointment and Duties. The EMPLOYER recognizes the right of the UNION to designate job stewards and alternates from the Employer's seniority list.

The authority of job stewards and alternates so designated by the UNION shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances to his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information

(1) have been reduced to writing, or

(2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdown, refusal to handle goods, or any other interference with the Employer's business, provided, however, that the activities referred to in A and B shall not be performed in such fashion as to unreasonably conflict with the steward's work duties. Stewards shall be permitted to investigate, present and process grievances with or without the Business Agent, on the Employer's premises, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. Job Stewards and alternates have no authority to take strike action, or any other action interrupting

the Employer's business, except as authorized by the official action of the UNION.

The EMPLOYER recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Section 3.2 Lay-Off. If it shall be necessary for an Employer to lay-off employees because of lack of business, the steward shall be the last employee to be laid off in his job classification, and under no circumstances shall an Employer discriminate against a steward because of his activities as such. The steward shall not be discharged without notifying the Union Business Representative.

Section 3.3 The steward shall be paid the rate of pay applying to his classification.

Section 3.4 When more than one shift is employed, there shall be a steward for each shift.

ARTICLE IV
Absence

Section 4.1 Time Off for Union Activities. EMPLOYER agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority and without pay or other benefits, to any employee designated by the UNION in writing to EMPLOYER to act as an elected UNION officer,

Business Agent, or Organizer, or a delegate to attend a labor convention.

ARTICLE V
Seniority

Section 5.1 The ordinary rules of seniority shall prevail in the engagement, promotion and dismissal of all classes of employees. If any employee be discharged and arbitration follows, and if the final decision by arbitration be that the said employee returns to service, he shall be reinstated with all his seniority rights. Any employee drafted into the service of the United States or any branch of the defense corps shall be reinstated into his regular place of seniority upon his discharge from service. No employees shall have a seniority rating with more than one Employer at any time.

Seniority shall not give an employee the right to choose a specific unit, run, trip, shift or load.

Each Employer shall send his seniority list to the Union once each year.

Section 5.2 Seniority shall be broken only by:

A. Discharge.

B. Voluntary quit.

C. No work or lay-off for two (2) years.

D. Failure to respond to notice of recall as specified in Section 3 of this Article.

E. Leave of absence not in accordance with Article XXVI, Section 26.1.

F. Failure to report for work for three consecutive days when work is available, without a valid excuse.

Any employee who is absent because of proven

illness or injury shall accumulate his seniority, provided however, that he must report his availability for work within two (2) days after the termination of such proven-illness or injury.

Section 5.3 When it becomes necessary to reduce the working force, the lowest man on the seniority list shall be laid off first, and when the force is again increased the men are to be returned to work in the reverse order in which they were laid off.

All employees so laid off shall receive all wages due at the end of that work day.

If an employee has been furloughed and is recalled, and fails to report for work within one (1) week after the employee has been notified by registered or certified mail, the said employee shall lose his seniority rights.

Section 5.4 The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE VI
Grievance Procedure & Arbitration

Section 6.1 During the term of this Agreement, the EMPLOYER agrees that it will not authorize any lockout of employees and the UNION agrees that it will not authorize, aid or encourage any slowdown, strike or stoppage of work. The UNION further agrees that in the event of a slowdown, strike or stoppage of work in violation of this Agreement, the EMPLOYER may take disciplinary action,

including discharge, against those employees who take part therein. Grievances shall be taken up between the Employer involved and the UNION in accordance with the following procedure. A grievance is defined as any controversy between the EMPLOYER and the UNION concerning compliance with any of the provisions of this Agreement.

Section 6.2 All grievances must be made known in writing to the other party within ten (10) days after the reason for such grievance has occurred or after the first date upon which the grievant should have become aware of the existence of such grievance, whichever is later. Provided, however, that such time limitations shall not apply in those instances in which the EMPLOYER and an employee shall have agreed to a condition of employment contrary to that which is set forth in this Agreement. The aggrieved employee or employee's shop steward or another authorized representative of the UNION shall first submit a written grievance to the Employer's manager in charge or his duly authorized representative. The manager in charge, or his duly authorized representative, must make a written disposition of the matter within three (3) days after the submission of such written grievance.

Section 6.3 If the disposition of the matter by the manager in charge, or his duly authorized representative, is not satisfactory, the matter must be taken up by the Business Agent and a duly authorized representative from the Employer's main office within five (5) days of the written disposition set forth in Section 6.2. Such authorized representative of the Employer must make a written disposition of the matter within five (5) days after the day the matter is taken up with him by the Business Agent.

Section 6.4 If the disposition of the matter by the authorized representative from the Employer's main office is not satisfactory, either party has the right to submit the matter to the Joint Committee referred to in Section 6.5 of this Article, provided such submission shall be made in writing and shall be filed with the Joint Committee within five (5) days of the written disposition set forth in Section 6.3.

Section 6.5 The UNION and the EMPLOYER shall jointly establish a Joint Committee. Any panel of the Joint Committee hearing a case shall consist of a minimum of two (2) representatives of the UNION and two (2) representatives of the EMPLOYER, but at all times shall consist of an equal number of designated representatives of the EMPLOYER and the UNION.

It shall be the function of the Joint Committee or panel thereof to settle disputes and grievances which cannot be settled in accordance with Sections 6.2, 6.3 and 6.4 of this Article. The Joint Committee shall meet regularly and shall formulate rules of procedure to govern the conduct of its proceedings. All meetings of the Joint Committee must be attended by each member of such Joint Committee or his alternate, but the absence of any member or alternate shall not invalidate the action of the Joint Committee or a panel thereof. A decision by a majority of any panel of the Joint Committee shall be final and binding on the parties and employees involved. Failure of either party involved to comply with any final decision or to submit to the jurisdiction of the Joint Committee shall give the other party the immediate right to all legal and economic recourse.

Section 6.6 The Joint Committee shall have the right to investigate all facts pertaining to the dispute.

The Joint Committee, as well as the Local Union's Business Agents, upon each dispute or grievance processed in accordance with Sections 6.2, 6.3 and 6.4 of this Article, shall have the right to examine time sheets and any other records pertaining to the computation of the compensation of any employee whose pay is in dispute. Both parties shall be entitled to present such evidence and witnesses in support of their position as they see fit. Provided all prior steps in Sections 6.1 thru 6.4 have been fulfilled, disputes shall be heard within ten (10) working days of the date the Contractors Association of Eastern Pennsylvania receives fully executed copies of the submission forms attached hereto as Exhibits "A" & "B." This time limit may be extended only by agreement of the parties.

Section 6.7 If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel of the Joint Committee, then the grievance may be submitted by either party to an impartial arbitrator. If the panel of the Joint Committee fails to name the impartial arbitrator at the meeting at which the case was deadlocked, the arbitrator shall be selected from a list of arbitrators to be furnished in advance by the American Arbitration Association through the process of a blind drawing of a name from the list furnished by the American Arbitration Association. This process shall take place immediately after the conclusion of the case which was deadlocked. It is agreed that the arbitrator is empowered to hear and decide the case submitted to him even if only one of the parties submits to arbitration or if one of the parties fails to appear at the hearing or to present evidence.

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him, but shall not have the authority to amend or modify

this Agreement or establish new terms and conditions under this Agreement. The cost of the arbitration shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties and employees involved. In the event that the losing party fails to abide by the arbitrator's decision, or that either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal or economic recourse. It is the intention of the parties that the time limits set forth in this Article shall be strictly enforced.

Section 6.8 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution of the Health, Welfare, and Insurance Fund, or Pension Fund, created under this Agreement, in accordance with rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health, Welfare and Insurance Fund, and/or Pension Fund payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 6.9 Riders or supplements to this Agreement may be negotiated by any of the parties hereto if they are approved by unanimous action of the Joint Committee.

ARTICLE VII
Health, Welfare & Insurance Fund

Section 7.1 For the period beginning May 1,

2000 to April 30, 2001, each Employer shall pay weekly into the Teamsters' Health, Welfare and Insurance Fund, the sum of Three Dollars Twenty-Four and Three Quarter Cents ($3.2475) per hour for each hour for which payment has been made to each chauffeur or helper employed by such Employer, including overtime hours. Effective May 1, 2001 ($1.00) to be apportioned among Wages, Welfare and Pension. Effective May 1, 2002 ($1.00) to be apportioned among Wages, Welfare and Pension. Effective May 1, 2003 ($1.00) to be apportioned among Wages, Welfare and Pension.

ARTICLE VIII
Pension Plan

Section 8.1 For the period beginning May 1, 2000 to April 30, 2001, each Employer shall pay weekly into the Teamsters' Pension Plan the sum of Four Dollars Thirty-Two and One Half Cents ($4.325) per hour for each hour for which payment has been made to each chauffeur or helper employed by such Employer, including overtime hours.

Section 8.2 The Employer shall have an obligation to make the contributions required to be made by Article VII and VIII hereof, and shall be individually responsible to the respective Funds for such payments. Payment of the funds due are due by the 28th of the month following the month earned. The staff of the Contractors Association of Eastern Pennsylvania shall, at the request of the UNION, exert its best efforts so that such payments will be made when due and that there shall not be any delinquencies in the making thereof.

ARTICLE IX
Eligibility

Section 9.1 In addition to the payments made by the Employer into the Teamsters' Health, Welfare and Insurance Fund under Section 7.1, each Employer will make payment into the said fund on behalf of any employee who does not qualify for benefits because of lack of sufficient contributions, in the event such employee makes application and is otherwise eligible for such benefits.

This additional payment will be made only for those employees who have been on the Employer's seniority list for at least one (1) calendar year (January 1 to December 31 in the same year) and have worked at least 100 days in that calendar year. The total number of additional days' contributions shall not exceed thirty (30) in any calendar year for any employee.

ARTICLE X
Savings and Separability

Section 10.1 The parties to this Agreement believe it complies with the existing law. Accordingly, it is agreed that nothing contained in this Agreement shall require EMPLOYER or UNION to do anything which violates the law.

Section 10.2 The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable Federal or State law or under which EMPLOYER or UNION is required to do any act in contravention of any Federal or State law shall be null and void, but in such event, the remaining clauses shall continue in full force and effect for the term of the Agreement and any renewal thereof. The parties agree in good

faith to attempt to replace any such null and void clauses with a clause which conforms with the law. The parties further agree that if during the term of this Agreement, or any renewal thereof, any such null and void clause becomes legal or permissible by legislative enactment, a subsequent decision of the courts, or otherwise, such null and void clause shall automatically again become part of this Agreement.

ARTICLE XI
Hours of Work

Section 11.1 Forty (40) hours shall constitute a normal week's work for chauffeurs, except as this provision shall be changed by the passage of any law. Each employee, however, shall be entitled to a daily lunch period of not less than thirty (30) minutes or more than one (1) hour, to be established by the Employer, but such lunch period shall be on the employee's own time.

ARTICLE XII
Starting Time

Section 12.1 Starting time in the morning may be staggered to meet varying business conditions, but shall not be later than 12 o'clock noon, except in case of emergency. Each chauffeur ordered to report for work in the morning shall be paid from the time he is told to report for work, provided he reports on time. Any employee ordered to report on any day shall be guaranteed four (4) hours work, if he reports at the regular reporting time set by the EMPLOYER. Time starts from the time of leaving garage until the driver returns to same or parks trucks elsewhere at EMPLOYER'S directions.

If the truck is parked elsewhere at the Employer's directions, and the employee is required to return

to the garage to obtain his transportation home, the Employer shall make the necessary arrangements to return the employee to the garage and the employee's time for the day shall terminate upon return to the garage. If the truck is returned and parked at the Employer's garage at the Employer's directions and the employee is required to return to the project from which he left to obtain his transportation home, the Employer shall make the necessary arrangements to return employee to the project and the employee's time for the day shall terminate upon return to the project.

ARTICLE XIII
Holidays - Vacations

Section 13.1 Holidays. For the purpose of this Agreement, the following days still shall be considered as paid Holidays, consisting of one day at straight time rate each, under the terms and conditions stipulated herein.

A. Employees shall be eligible for the following paid holidays: Memorial Day, Independence Day, Labor Day, Veterans Day and five (5) personal holidays provided:

(1) Such employee works at least one day in the three (3) work days before the holiday and at least one day in the three (3) work days after the holiday.

(2) Employee gives Employer one (1) week's notice requesting a personal holiday.

(3) The eligibility for personal holidays will be as follows: Employee will earn one (1) personal holiday every two (2) months up to a maximum of five (5) personal holidays per calendar year. During each two (2)

consecutive month periods, employee must have worked twenty-six (26) days in that two month period. After 130 workdays the employee will be entitled to all Personal holidays.

B. Employees who have worked a minimum of thirty (30) days and are on Employer's seniority list, will be eligible for the following paid Holidays: Memorial Day, Independence Day, Labor Day, Veterans Day, only, provided he works at least one day in the three work days before the holiday and at least one day in the three work days following the holiday. Workdays for the purposes of this provision, include all days except Saturday, Sundays and holidays. If, however, an employee has worked on a Saturday, Sunday or holiday and such Saturday, Sunday or holiday falls within the three (3) days before or after holiday, such day shall be a work day within the meaning of this paragraph.

It is agreed that at the request of an Employer the paid holiday of Veterans Day may be changed to Election Day with the prior approval of the respective local union.

Holidays observed shall be celebrated in accordance with designations set forth in the Federal Monday Holiday Act.

Section 13.2 Vacations. Employees will accrue one week's vacation with forty (40) hours' pay as scheduled by the Employer in the following manner; provided, however, that such scheduling shall not be arbitrary or capricious:

Employee will earn one (1) vacation day every two (2) months up to a maximum of five (5) vacation days (40 hours pay) per calendar year.

During each two (2) consecutive month periods, employee must have worked twenty-six(26) days in that two month period. After 130 workdays the employee will be entitled to all days of vacation.

Employees with five (5) years or more seniority shall be eligible for two (2) weeks of vacation as provided for in this section.

Section 13.3 Any employee who is entitled to benefits under the Federal Family and Medical Leave Act shall not be required to utilize paid vacation or personal holidays while availing himself or herself of such benefits under this law.

ARTICLE XIV
Rates of Pay
Heavy and Highway

Section 14.1 For employees of EMPLOYERS in the five counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, each employee shall be paid an hourly rate as follows for each hour worked:

	5/1/00	5/1/01	5/1/02	5/1/03
CLASS I				
Helper, Stake Body Truck (single axle), Dumpster	$19.10	*$1.00	*$1.00	*$1.00
	*TO BE APPORTIONED AMONG WAGES AND FRINGES			
CLASS II				
Dump trucks, Tandem & Batch Trucks, Semi Trailers, Agitator Mixer Trucks, and Dumpcrete Type Vehicles, Asphalt Distributors, Farm Tractors when used for transportation, Stake Body Truck (Tandem)	$19.20	*$1.00	*$1.00	*$1.00
	*TO BE APPORTIONED AMONG WAGES AND FRINGES			

	5/1/00	5/1/01	5/1/02	5/1/03
CLASS III				
Euclid Type, Off Highway Equipment Back or Belly Dump Trucks and Double Hitched Equipment, Straddle (Ross) Carrier, Low-Bed Trailers	$19.45	*$1.00	*$1.00	*$1.00

*TO BE APPORTIONED AMONG WAGES AND FRINGES

A. Water Tank, Sprinkler Trucks, Winch Trucks and Fuel Trucks shall be governed by the appropriate classification as listed above.

B. Pickup trucks are required to be driven by Teamsters, only when hauling bulk materials. Bulk materials do not include tools or equipment. Bulk materials are considered to be only those materials which are incorporated into the work and are substantial in nature. Teamsters driving pickup trucks shall be paid the Class I rate.

A pick-up truck hauling materials, tools or equipment shall be operated by a teamster, except that a teamster shall not be required for:

(a) the initial delivery of the day to the jobsite, one additional move thereafter during the day, and final return at the end of the day.

(b) emergency situations.

(c) one person working-operations but not including pick up and deliveries or general hauling.

There shall be no restriction however on supervisory personnel driving pick-up trucks containing tools for the use of their own workcrew.

Whenever a teamster is so employed, and when the pick-up truck is not actually being driven, the Employer shall have the option to assign other duties to the teamster in relation to the work for which pick-up truck is being used.

Section 14.2 Building Construction.

Double time shall be paid for all work over 8 hours on Building, Refinery, Chemical and Power Plant construction above the ground floor level.

All work performed by contractors signatory to this Agreement on Buildings, Refineries, Chemical and Power Plants up to and including ground floor level shall be performed under the Heavy-Highway Classifications, conditions and overtime provisions. Building work rate of pay for overtime, after eight (8) hours, shall be at the double time rate.

Building Construction Rates of Pay

CLASS I	5/1/00	5/1/01	5/1/02	5/1/03
Warehouseman, Checker, Fork Lift Driver, Stake Body Truck (single axle), 1 1/2 ton and under vehicles . .	$19.25	*$1.00	*$1.00	*$1.00

*TO BE APPORTIONED AMONG WAGES AND FRINGES

CLASS II	5/1/00	5/1/01	5/1/02	5/1/03
Truck Driver over 1 1/2 tons, Dump Trucks, Tandem & Batch Trucks, Semi-Trailers, Agitator Mixer Trucks and Dumpcrete Type Vehicle, Asphalt Distributors, Farm Tractors	$19.35	*$1.00	*$1.00	* $1.00

when used for transportation, Stake Body Truck (Tandem)	*TO BE APPORTIONED AMONG WAGES AND FRINGES			
CLASS III	5/1/00	5/1/01	5/1/02	5/1/03
Euclid Type, Off-Highway Equipment - Back or Belly Dump Trucks and Double-Hitched Equipment, Straddle (Ross) Carrier, Low-Bed Trailers	$19.60	*$1.00	*$1.00	*$1.00
	*TO BE APPORTIONED AMONG WAGES AND FRINGES			

A. Water Tank, Sprinkler Trucks, Winch Trucks and Fuel Trucks shall be governed by the appropriate classification as listed above.

B. Pickup trucks are required to be driven by Teamsters, only when hauling bulk materials on the job. Bulk materials do not include tools or equipment. Bulk materials are considered to be only those materials which are incorporated into the work and are substantial in nature. Teamsters driving pickup trucks shall be paid the Class I rate.

A pickup truck hauling materials, tools or equipment shall be operated by a teamster, except that a teamster shall not be required for:

(a) the initial delivery of the day to the jobsite, one additional move thereafter during the day, and final return at the end of the day.

(b) emergency situations.

(c) one person working-operations but not including pick up and deliveries or general hauling.

There shall be no restriction however on supervisory personnel driving pick-up trucks containing tools for the use of their own workcrew.

Whenever a teamster is so employed, and when the pickup truck is not actually being driven, the Employer shall have the option to assign other duties to the teamster in relation to the work for which pickup truck is being used.

Section 14.3 On work performed under National Agreements such as, but not limited to, the General Presidents' Project Maintenance Agreement, the National Maintenance Agreement & the National Stabilization Agreement, the wage rate shall be the sum of the appropriate hourly rate as set forth in Section 14.2 plus one dollar ($1.00) per hour. The additional one dollar ($1.00) represents payment in lieu of those required in Article XIII herein.

Section 14.4 When an employee goes from a higher work classification to a lower classification, his wage rates will not be decreased. If he goes from a lower classification to a higher classification, his rate wage shall be changed to the higher wage rate for the balance of the day.

Section 14.5 Toxic/Hazardous Waste Removal

All toxic/hazardous projects will be subject to any and all safety regulation and insurance provisions that may be required by the appropriate governmental agencies.

On hazardous waste removal work, on a state or federally designated hazardous waste site, where the teamster is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection,

the teamster shall receive the hourly wage plus an additional twenty percent (20%) of that wage.

ARTICLE XV
Overtime

Section 15.1 All work performed by any employees after nine (9) hours in any day worked or after forty (40) hours in any week worked shall be paid for at the rate of time and half time pay.

Saturday work shall be at the rate of time and half time rate. Ordinary rules of seniority shall apply to Saturday work.

All hours worked on Sunday, Thanksgiving Day, Christmas Day and New Year's Day shall be at the double time rate. Chauffeurs or helpers ordered to report for work on Sundays shall be guaranteed four (4) hours' work at the double time rate if he reports at the regular reporting time set by the Employer. If said chauffeur or helper is started to work on Sundays, he shall be guaranteed eight (8) hours' work at the double time rate if he reports at the regular reporting time set by the Employer.

No time shall be subject to the application of more than one overtime provision. Work performed on the recognized holidays listed in Article XIII, 2 Section 13.1 shall be at the double time rate plus the holiday pay.

ARTICLE XVI
Other Duties

Section 16.1 It is agreed that if there are no orders to be delivered, chauffeurs and helpers may be assigned to normal yard duties, provided that these duties shall not be unreasonable or highly disagreeable.

ARTICLE XVII
No Strikes and No Lockouts

Section 17.1 It is agreed that there shall be no strike, cessation of work or lockouts during the life of this Agreement or during the negotiations of settlement of any difference that might arise hereunder.

ARTICLE XVIII
Discharge or Suspension

Section 18.1 Discharge. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward, and a copy mailed to the Local Union office, within one (1) working day from the time of the discharge or suspension, provided, however, that the failure of the Employer to so notify the shop steward or to mail such notice to the Local Union within three (3) working days will have no effect upon the ultimate merits of the discharge or suspension, but will subject the Employer to back pay liability between the date of discharge and the date of compliance with this notice requirement.

Section 18.2 Warning Notice. In respect to discharge, the Employer shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the UNION and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in accident while on duty or

the carrying of unauthorized passengers while on duty or conviction of a felony.

Section 18.3 Payment of Wages. Any employee discharged must be paid in full immediately for all wages owed him by the Employer up to the date of discharge.

Section 18.4 Appeal of Discharge or Suspension. A discharged or suspended employee must advise his Local Union, in writing, within two (2) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) working days from the date of discharge or suspension.

Section 18.5 Reinstatement. Should it be proven that an injustice has been done a discharged or suspended employee, he must be fully reinstated in his position and may be compensated at his usual rate of pay for lost work opportunity. If the UNION and the EMPLOYER are unable to agree as to the settlement of the case, then it shall be referred to the grievance machinery as set forth in this Agreement, within five (5) working days after the above notice of appeal is given to the EMPLOYER.

ARTICLE XIX
Picket Lines

Section 19.1 Picket Lines. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to

this Agreement, and including primary picket lines at the Employer's places of business.

Section 19.2 Struck Goods. It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE XX
Subcontracting

Section 20.1 When extra trucks are needed, employer agrees to hire such trucks from Employers or owner-operators who will be bound by the terms of this agreement. The employer agrees to notify the Local Union involved of the award of any contract on which the employer expects to use extra trucks.

ARTICLE XXI
Non-Discrimination in Employment

Section 21.1 The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether State or Federal, dealing with nondiscrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc. not herein expressly mentioned.

ARTICLE XXII
Family Death

Section 22.1 In the event of death in the immediate family of an employee, to wit: spouse,

mother, father, mother-in-law, father-in-law, sister, brother or any legitimate children, the Employer shall grant such employee a maximum of three (3) days off with pay.

In the event of the death of an employee's brother-in-law or sister-in-law, the Employer shall grant such employee one (1) day off with pay.

A death certificate or other satisfactory proof of death of such member of the family listed herein must be submitted to the Employer. The employee must be on the seniority list for not less than six (6) months prior to the date of death.

ARTICLE XXIII
Revocation of License

Section 23.1 In the event an employee should suffer a revocation of his driver's license solely as a violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee at not less than his regular earnings at the time of revocation of license, for the entire period of revocation of license and the employee shall be reinstated in the seniority he held prior to revocation, after his license is restored. The Employer shall supply transportation to and from work.

When an employee in any job classification required driving has his/her operating privilege or license suspended or revoked for reasons other than those for which the employee can be discharged by the Employer, a leave of absence, not to exceed one (1) year, shall be granted for such time as the employee's operating privilege or license has been suspended or revoked. This provision is limited to one (1) occurrence only.

Section 23.2 - Employee's Bail - Employees

will be bailed out of jail if accused of any offense in connection with the discharge of their duties as directed by the Employer, and any employee forced to spend time in jail or in courts shall be compensated at his/her regular rate of pay. In addition, he/she shall be entitled to reimbursement for his/her meals, transportation, court costs, etc., provided however, that said discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as a company witness, he/she shall be reimbursed for all time lost and expenses incurred.

ARTICLE XXIV
Protection of Conditions

Section 24.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions for employees and which are listed by the UNION and are attached to this Agreement on the date of execution hereof, shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

No Local Union may claim any maintenance of standards which would alter or vary any provision contained in the Agreement. Only those conditions which are not referred to in this Agreement, which have persisted through the last collective bargaining agreement and are presently being continued may be the subject of a maintenance of standard.

It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made

by the EMPLOYER or the UNION in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Oral testimony by an employee claiming a past practice not accompanied by substantiating proof or records existing at the time of the alleged past practice shall not be considered as presumptive proof that such practice existed.

Section 24.2 The EMPLOYER agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 24.3 Each Local Union party hereto agrees that in the event that it enters into any agreement or understanding covering heavy, highway, utility, railroad, building, refinery, chemical or power plant construction with any Employer or group of Employers in the Five-County Area who has not participated in these negotiations and which is more favorable to the Employer or group of Employers than the terms of the herein agreement, such agreement or understanding shall, at the option of the Employer Negotiating Committee for this Agreement, be applicable to and incorporated into this Agreement.

In an effort to aid in the enforcement of this Article, it is further understood and agreed that all agreements between any Local union party hereto and any other Employer or group of Employers who did not participate in these negotiations, shall be submitted by the Local Union who has entered into any such agreement to the Executive Secretary of The Contractors Association of Eastern Pennsylvania within ten (10) days of the date said agreement or understanding is entered into.

posting, on a bulletin board within his business premises, of official notices of Union meetings, etc. by an elected or appointed official of the Local Union and the steward may, if so directed by the Union official, post such official notices.

ARTICLE XXIX
Inspection Privileges

Section 29.1 Business Agents of the UNION shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule.

ARTICLE XXX
Identification Fees

Section 30.1 Any fee required for personal identification shall be paid for by the Employer.

ARTICLE XXXI
Multi-Employer

Section 31.1 The undersigned EMPLOYER agrees to be bound by all of the terms and provisions of this Agreement and also agrees to be bound by the interpretations and enforcement of the Agreement.

The EMPLOYER further agrees to participate in joint negotiations of any modifications or renewal of the contract and to become a part of the multi-employer unit set forth in the contract. This Article shall not be construed to require any Employer to join any Employer Association.

ARTICLE XXXII
Passengers

Section 32.1 No driver shall allow anyone, other than employees of the Employer who are on duty, to ride on his truck except by specific authorization of the Employer.

ARTICLE XXXIII
Conflict of Interest

Section 33.1 Any employee who, while listed on the Employer's regular seniority list, engages in the business of selling and/or delivering dirt or material in competition with the Employer's business or enterprise may be immediately disciplined or discharged by the Employer.

The UNION, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the industry and of the Employer.

ARTICLE XXXIV
Future Bidding

Section 34.1 On any jobs bid in the counties of Bucks, Chester, Delaware and Montgomery during the term of this Agreement, where the Employer believes that there will be competition by contractors not bound by the terms of this Agreement, the Employer may invoke the provisions of this Section, by written notice to the Local Union or Unions involved signatory to this Agreement. Within seventy-two (72) hours of the receipt of such notice, representatives of the Local or Locals involved shall meet with representatives of the Employer for the purpose of arriving at special wage rates and/or conditions to apply for the job or jobs to be bid. Upon the failure of the Local Unions to

agree to the applicability of such special wage rates and/or conditions to such job or jobs the question will be referred to a Special Arbitrator to be a member of the firm of Freedman and Lorry. The decision of this Special Arbitrator shall be final and binding on the parties to this Agreement.

Section 34.2 Failure of the Employer to notify the Unions involved prior to submission of bids shall make this section inapplicable.

Section 34.3 If, on any job, posted rates are in excess of the rates contained in this Agreement, the parties agree to pay the higher posted rates, notwithstanding the rates contained in the Agreement.

ARTICLE XXXV
DRUG AND ALCOHOL ABUSE PROGRAM

The parties have agreed that this Drug and Alcohol Abuse Program will be modified in the event federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The drug testing procedure, agreed by the UNION and the EMPLOYER, incorporates state-of-the-art Employee protection during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

Section 35.1 Uniform Testing Procedure

(a) Probable Suspicion Testing

In cases in which an Employee is acting in an abnormal manner and at least one supervisor, two, if available, have probable suspicion to believe that

the Employee is under the influence of controlled substances, the EMPLOYER may require the Employee (in the presence of a UNION shop steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the EMPLOYER. Probable suspicion means suspicion based on specific personal observations that the EMPLOYER representative(s) can describe concerning the appearance, behavior, speech or breath odor of the Employee. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other UNION official after the Employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the Employee will sign a consent form authorizing the clinic to withdraw specimens of blood and urine and release the results of the urine laboratory testing to his EMPLOYER'S Medical Review Officer, in the case of DOT covered Employees, and the blood testing results to the EMPLOYER, but shall not be required to waive any claim or cause of action under the law. For all purposes herein, "Reasonable Cause" shall be synonymous.

An Employee may raise an affirmative defense that the positive blood test result was attributable to the proper use of a prescription medication. If the Employee raises such a defense to the EMPLOYER, at the Employee's request, the EMPLOYER sh all refer the Employee to a qualified physician to discuss the Employee's explanation for the positive blood test result. The qualified physician may decide that there is a legitimate explanation and declare the blood drug test to be negative. The

Employee may be required to provide evidence that a prescription has been lawfully prescribed by a physician.

A refusal to provide either specimen will constitute a presumption of intoxication and the Employee will be subject to discharge without the receipt of a prior warning letter. In the case of a non-DOT covered Employee who is unable to provide a urine specimen after a reasonable waiting period (not to exceed one (1) hour), the EMPLOYER may terminate the procedure and proceed with laboratory testing based upon blood specimens alone. In DOT covered cases, if the Employee is unable to produce 60 ml of urine, he/she shall be given fluids to drink and shall remain at the collection site under observation until able to produce a 60 ml specimen, or until eight (8) hours have passed. If still unable to produce a 60 ml specimen, the blood specimen will be forwarded to the lab for analysis, and the Employee shall be referred for medical evaluation.

Contractual time limits for disciplinary action, as set forth in Article VI, shall begin on the day on which specimens are drawn.

In the event the EMPLOYER alleges only that the Employee is intoxicated on alcohol and not drugs, previously agreed-to procedures determining alcohol intoxication shall continue to apply.

In the event the EMPLOYER is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication".

(b) DOT Recurrent Examinations and Other Regular Physical Examinations.

When the EMPLOYER performs a urine drug screen in conjunction with a DOT or other regularly scheduled physical examination, the Employee must be given no less than seven (7) days and no more than thirty (30) days advance written notice of such drug screen prior to the administration of the examination. The Employee is required to sign for the notice.

Urine specimens must be analyzed pursuant to the methodology described in Parts (g) and (h) of this Section. Urine drug screens performed in a DOT recurrent examination will be pursuant to DOT regulations. Other regularly scheduled physical examinations will be performed once every two (2) years within sixty (60) days after an Employee's anniversary date. If a current non-DOT covered Employee is required to be drug tested under the DOT drug testing requirements, such testing shall be subject to all provisions of this subsection.

(c) Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 391, Subpart H. It is agreed that the Employer shall discontinue urine drug testing in conjunction with the DOT physical after the Employer has implemented its random urine drug testing program and is testing at the fifty percent (50%) rate. However, it is agreed that in no event shall the Employer begin random drug testing at the fifty percent (50%) rate prior to February 1, 1992. The method of selection for random testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected. The term "employees subject

to testing" under this agreement is meant to include any employee required to have a DOT physical examination under the Department of Transportation regulations. Employees out on long term injury or disability for any reason shall be removed from the random pool. The provisions of this Article shall apply to random urine drug testing and non-suspicion based post-accident urine drug testing.

(d) Post Accident Testing

Post accident testing is defined as urine drug testing as the result of an accident reportable to DOT when there is probable suspicion of drug usage or reasonable cause to believe a driver has been operating a vehicle while under the influence of drugs, or reasonable cause to believe the driver was at fault in the accident and drug usage may have been a factor. Drug testing will be required after accidents under the above conditions and drivers are required to submit to such testing within thirty-two (32) hours.

An accident reportable to DOT is defined as an accident which results in: (1) the death of a human being; or (2) bodily injury to a person who, as a result of the injury immediately received medical treatment away from the accident; or (3) total damage to all property of four thousand four hundred ($4,400.00) or more, based upon actual costs or estimates.

The driver has the responsibility to make himself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures as outlined in this Section.

(e) Chain of Possession Procedures

At the time specimens are collected for any drug

testing, the Employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the Employee to ensure that the specimens tested by the laboratory are those of the Employee. The required procedure is as follows:

(1) For probable suspicion testing, blood should be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the Employee, be sealed, labeled and then initialed by the Employee. The Employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being drawn. The container shall be sealed in the Employee's presence and the Employee given an opportunity to initial the container and witness his social security number placed on the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by air courier or other fastest available method.

(2) Where urine specimens are to be provided, at least sixty (60) ml of specimen shall be collected and placed in one (1) self-sealing, screw-capped container. Urine specimen in excess of the first sixty (60) ml shall be placed in a second (2nd) such container. They shall be sealed and labeled and initialed by the Employee without the containers leaving the Employee's presence. The Employee has an obligation to identify each specimen and initial same. The specimens must be immediately sealed in a transportation container which is again initialed by the Employee, and sent via air courier or other fastest available means to the designated testing laboratory.

In this urine collection procedure, urine shall be

obtained directly in a wide-mouthed single use specimen container; which shall remain in full view of the Employee until transferred to, and sealed and initialed in the sixty (60) ml tamper-resistent urine bottle in the kit, and the second "split sample" bottle. At the Employee's request, he may void directly into the two (2) self-sealing tamper-resistent urine bottles in the kit.

It is recognized that the EMPLOYER has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimens to detect tampering or substitution, provided that the Employee's right of privacy is guaranteed, and in no circumstances may observation take place while the Employee is producing the urine specimens, unless required by DOT regulations. If it is established that the Employee's specimen has been intentionally tampered with or substituted by the Employee, the Employee is subject to discipline as if the specimen tested positive. In order to determine adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" range for creatinine, specific gravity and/or chloride shall be immediately reported to the EMPLOYER so that another specimen can be collected without the required seven (7) days' notice. The MRO shall also be advised in the case of a DOT-covered Employee.

The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested Employee. If each container is received at the laboratory in an undamaged condition with

properly sealed, labeled and initialed specimens, as certified by that laboratory, the EMPLOYER may take disciplinary action based upon properly obtained laboratory results.

(f) Drug Testing Kits

(1) Blood and Urine Sample Kits (Probable Suspicion Kits)

The contents of the blood and urine sample kits shall be as follows:

a. Security seals for sealing and initialing each collection container; and tamper-proof shipping seals or sealing flaps for securing the exterior of the kit.

b. Non-alcohol antiseptic swab (providone-iodine 10%).

c. Holder for evacuated tube and needle.

d. 20 gauge x 1.5" multiple sterile pyrogen-free needle.

e. Two (2) sterile evacuated GRAY top blood collection tubes containing 100 mg sodium fluoride and 20 mg potassium oxalate (two (2) sterile evacuated blood collection tubes without anticoagulant, preservative or serum separator -- e.g. RED top or DARK BLUE top tubes -- are optional).

f. one (1) 60 ml screw-capped self-sealing tamper resistant urine collection bottle.

g. Instructions for specimen collection.

The chain of possession form shall be completed

by the hospital/clinic personnel during specimen collection and returned with the blood and urine specimens before sealing the entire kit. The exterior of the collection kit must then be secured (e.g. by placing the tamper-proof shipping seals over the outlined tab areas, or sealing the flaps if so provided). If possible, have the Employee initial the seals or flaps.

(2) Urine Collection Kits

Where the EMPLOYER requires a urine drug screen, the contents of the urine collection kit shall be as follows:

a. Two (2) screw-capped self-sealing tamper-resistant urine collection bottles, one of which must hold at least 50 ml.

b. Security seals for sealing and initialing the urine bottles.

c. Instructions for urine collection.

d. Tamper-proof shipping seal or sealing flaps for securing the exterior of the urine kit.

e. A self-adhesive mailing label and a separate set of tamper proof shipping seals for resealing the transportation container, for use in the event that the second (2nd) part of the urine sample is to be shipped to a different laboratory.

The chain of possession form shall be completed by the clinic personnel before sealing the entire kit. The exterior of the urine collection kit shall then be secured (e.g. by placing the tamper-proof shipping seals over the outlined tab area or sealing the flaps if so provided). If possible, the Employee should initial the seal or sealing flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above. The Employee to be tested shall be given a random choice of the available kits.

(g) Laboratory Requirements

(1) Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

(2) Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

(3) Split Sample Procedures

There will be an optional split sample procedure available to Employees in DOT recurrent or other regularly scheduled physical examinations. When a test kit is received by a laboratory a 60 ml sealed urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be immediately placed in secure refrigerated storage.

The Employee will be given two (2) containers for the urine specimen. One (1) container must be filled with no less than 60 ml of urine. Urine in excess of the first 60 ml shall be placed in the second (2nd) container. Both shall be sealed and then forwarded to an approved laboratory for testing. If an Employee is told that the first (1st) sample tested

positive, the Employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated approved laboratory of the parties choice for GCMS confirmatory testing of the presence of the drug. If the second test is positive, and the Employee wishes to use the rehabilitation options of this Section, the Employee shall reimburse the EMPLOYER for the cost of the second confirmation test before entering the rehabilitation program. If an Employee chooses to have the second (2nd) sample analyzed, he shall at that time execute a special checkoff authorization form to insure payment by the Employee. If an Employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the Employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the Employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an Employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

(4) Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the National Institute on Drug Abuse (NIDA).

(h) Laboratory Testing Methodology

(1) Urine Testing

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug

Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/ mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

In reporting a positive test result in a drug test not subject to DOT regulations, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nanogram per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory relating to the drug test, and shall provide a copy to the Union.

(2) Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In probable suspicion testing, a "positive" finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry.

a. The blood/serum contains at least two (2) and up to five (5) nanogram THC/ml and at least ten (10) nanogram THC metabolites/ml.

b. The blood/serum contains at least five (5) or more nanogram of THC/ml, regardless of the THC Metabolite concentration.

c. The blood/serum contains at least twenty (20) or more nanogram THC/ml, regardless of the THC metabolite concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

Where other Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

(3) Prescription and Non-Prescription Medications.

If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he will not be disciplined.

Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

(4) Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret confirmed positive urine test results from the laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, the Employee shall have the opportunity to discuss the results with the MRO. If the Employee has not discussed the results of the positive urine drug test with the MRO within five (5) days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

(i) Leave of Absence Prior to Testing

(1) An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

(2) Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the Employee shall not receive any of the benefits provided by this Agreement except continue accrual of seniority, nor does this provision amend or alter the disciplinary provision.

(3) Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in

Part (k) of this Section. Failure to do so will subject the Employee to discipline including discharge without the receipt of a prior warning letter.

(4) The provisions of this Section shall not apply to probationary or casual Employees.

(j) Disciplinary Action Based on Positive Test Results Consistent with past practice under this Agreement, and notwithstanding any other language in this Agreement, the EMPLOYER may take disciplinary action based on the test results as follows:

(1) If a laboratory, following the procedures described in Parts (g) and (h), reports that a urine test is positive in a DOT recurrent or regularly scheduled physical examination, the Employee shall be subject to discharge (except as provided in Part (k).

The following actions shall apply in probable suspicion testing based on DOT and contractual mandates:

a. If the blood test is positive according to the Procedures described in Parts (g) and (h), the Employee shall be subject to discharge.

b. If the blood test is negative and the urine test is positive, the Employee shall be medically unqualified as prescribed by the DOT regulations.

c. If the blood test is negative and the urine test is negative, the Employee shall be immediately returned to work and made whole for all lost earnings.

(2) If test results show a blood alcohol concentration equal to or above the level previously determined for alcohol intoxication, the Employee *shall be subject to discharge pursuant to Article* XVIII of this Agreement.

(k) Return to Employment after a Positive Test in a DOT Recurrent or Other Physical Examination

(1) Any Employee testing positive for drugs in a DOT recurrent or other regularly scheduled physical examination, thereby subjecting the Employee to discipline, shall be granted reinstatement on a one-time basis if the Employee successfully completes a program of evaluation, and if necessary, treatment as approved by the applicable Health and Welfare Fund. Any cost of rehabilitation, over and above that paid for by the applicable Health and Welfare Fund, must be borne by the Employee.

(2) While undergoing treatment, the Employee shall not receive any of the benefits approved by this Agreement thereto except continued accrual of seniority.

(3) Upon being reinstated, the Employee will be subject to three (3) additional tests for drugs without prior notice, with two (2) tests to occur within six (6) months of the Employee's return to employment, and the third (3rd) test to occur within six (6) to twelve (12) months after the Employee's return to employment. A positive test result as set forth in Part (f) of this Section or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

(4) If the UNION and the EMPLOYER are unable to agree on the decision regarding drug related disciplinary disputes under this Drug and Alcohol

Abuse Program, the issue shall be referred to an arbitrator designated by the Bureau of Mediation, Pennsylvania Department of Labor and Industry. The decision of such arbitrator shall be final and binding.

ARTICLE XXXVI
Termination of Agreement

Section 36.1 This Agreement shall be in full force and effect May 1, 2000 to and including April 30, 2004, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 36.2 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to April 30, 2004, or April 30th of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 36.3 In the event that negotiations for a new contract be continued beyond the termination period of the existing contract, the terms and conditions of the existing contract shall be adhered to until final agreement is reached.

Upon the agreement of both parties to a new contract, it is mutually agreed that the date of the new contract shall be the expiration date of the old Agreement, and all the terms and conditions of the new contract shall be retroactive to the date.

The Joint Committee herein set up shall continue

to function after the expiration of this contract until a new contract shall become effective and there shall be no lockouts or strikes during this period.

During negotiations for a new agreement, upon seven (7) days notification from either party to the other, this section shall become inoperable and all terms and conditions of this section shall terminate.

IN WITNESS WHEREOF the parties hereto have set their hand and seals this 1st day of May, 2000 to be effective as of May 1, 2000.

THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA

By JOSEPH M. MARTOSELLA

By JOHN R. SMITH, JR.

ATTEST JAMES R. DAVIS

TEAMSTERS LOCAL UNION #312

By TIMOTHY LEHMAN

TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION #384

By HOWARD FISHER

GENERAL TEAMSTERS, CHAUFFEURS, HELPERS AND YARDMEN, LOCAL UNION #470

By THOMAS HUMMEL

EMPLOYER'S ACCEPTANCE OF AGREEMENT

BETWEEN THE

CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA

AND

TEAMSTERS LOCAL UNION #312

TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION #384

GENERAL TEAMSTERS, CHAUFFEURS, HELPERS & YARDMEN, LOCAL UNION #470

We, the undersigned, each for ourselves alone, hereby ratify and approve the Agreement made by the Contractors Association of Eastern Pennsylvania, and agree to be legally bound thereby:

Firm:_____

Address:_____

City:_____ Zip:_____

Phone:_____ Date:_____

Signature for Company

_____

(Officer, Owner or Partner) (Date)

Printed Name :_____

(Title of Officer)

Signing For Union:

_____

Date:_____