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Title: **Pennsylvania Heavy & Highway Contractors Bargaining Association, Inc. and United Steelworkers of America (USWA), AFL-CIO-CLC, Locals 15253, 14693 (2001)**

K#: **8679**

Employer Name: **Pennsylvania Heavy & Highway Contractors Bargaining Association, Inc.**

Location: **PA Harrisburg**

Union: **United Steelworkers of America (USWA), AFL-CIO-CLC**

Local: **15253, 14693**

SIC: **1620**

NAICS: **23731**

Sector: **P**

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K 8679
1,700 workers
39 pgs.

AGREEMENT
BETWEEN
PENNSYLVANIA HEAVY
AND
HIGHWAY
CONTRACTORS BARGAINING
ASSOCIATION
AND
UNITED STEELWORKERS
OF AMERICA,
AFL-CIO-CLC

4/11/2001 -

Expiration Date: December 31, 2003

INDEX

<u>Article</u>	<u>Page</u>
SCOPE	1
MANAGEMENT	4
UNION REPRESENTATIVES	6
HOURS OF WORK, HOLIDAY AND PREMIUM PAY.....	7
CALL-IN PAY.....	10
I. HIRING HALL	11
II. GRIEVANCES.....	15
III. UNION SECURITY AND CHECK-OFF, CREDIT UNION, USWA PAF.....	18
WAGE SCALE	21
HEALTH AND WELFARE	22
PENSION PLAN	26
I. APPRENTICE TRAINING AND EDUCATION	29
II. NON-DISCRIMINATION CLAUSE.....	30
V. WAIVER OF RECOURSE TO LEGAL REMEDIES	31
V. SAFETY	31
VI. FUNERAL LEAVE	32
VII. TERMINATION	32
VIII. STEEL ERECTION.....	33
X. FRINGE BENEFITS	33
APPENDIX "A"	37

A G R E E M E N T

THIS AGREEMENT made and entered into this 11th day of April, 2001, by and between the **PENNSYLVANIA HEAVY AND HIGHWAY CONTRACTORS BARGAINING ASSOCIATION**, party of the first part,

AND

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, on behalf of its signatory local unions who are parties to this contract, exclusive collective bargaining agent for those employees of the Company designated in Article I hereafter, hereinafter referred to as the Union, party of the second part.

Wherever the term "Company" appears, such shall be deemed to refer to any of the employer companies represented by the Association party to this Agreement.

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I

SCOPE

Section 1. That this Agreement is for the exclusive, joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties signatory hereto. It is the intent and purpose of the parties herein to promote and improve industrial and economic relationships in the highway and heavy construction industry and to set forth herein the rates of pay, hours of work, and condi-

tions of employment to be observed by the parties hereto.

Section 2. This Agreement shall not cover the engineering staff, clerical employees, watchmen, timekeepers, superintendents, assistant superintendents, general foremen, foremen, or any other supervisors having the right to hire or fire or effectively recommend same and in charge of classes of labor, but shall cover all other persons employed by the contractor in the performance of the work herein covered.

Section 3. When the Company, signatory to this Agreement, subcontracts any of its work, covered by this Agreement, it shall, so far as feasible to do so, be subcontracted subject to all terms and conditions of this Agreement to contractors in agreement with the Union. The Company agrees that when it subcontracts any work to contractors who are not members of the Association, the Company will make an effort to discuss membership with the subcontractor. In addition the Company will advise the Union of the name and address of such subcontractor. The Company shall notify the Union when work is subcontracted as soon as the subcontract agreement has been executed by both parties and such notice shall be submitted on a form acceptable to the Company and Union.

The Bargaining Association will publish a list of names, addresses, telephone numbers and work classifications of all members of the Association for distribution to the Union.

Section 4. This contract shall not apply to any employee of an independent contractor which the Company might hire or engage for constructing, repairing, replacing, remodeling, improving or dismantling any part of the plant or equipment of the Company.

Section 5. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Company and the Union during the term of this Agreement and any renewal thereof. This Agreement during its life may be modified only by mutual written consent of the parties hereto. The provisions of this Agreement shall be subject to any changes made necessary by reason of Federal and State legislation, regulations or specifications.

Section 6. This Agreement applies only to heavy and highway construction which shall be deemed to include all types of utility work performed within the States of Pennsylvania, Ohio and New York and on all jobs in those states let by an agency or Department of the United States or one of the above noted states authorized to award contracts; i.e., mine flushing--mine fire control, etc.

Section 7. Where any of the contractors who are parties to the subject agreement which is geographically limited to the States of Pennsylvania, Ohio and New York, elect to bid for, solicit or enter into contracts for work of the type covered by the subject agreement in the States of Delaware, Maryland, New Jersey, North Carolina, South Carolina, Tennessee, Virginia and West Virginia in circumstances where such contractor has no contractual relationship with any organized labor union, the United Steelworkers of America, as a party to the subject Agreement, do hereby consent and approve the contractors in such circumstances covering any of their employees on Delaware - Maryland - New Jersey - North Carolina - South Carolina - Tennessee - Virginia - West Virginia based

work with the health and welfare, pension plans and Apprentice Training and Education Funds provided for in the subject agreement so long as coverage for such employees for work in Delaware, Maryland, New Jersey, North Carolina, South Carolina, Tennessee, Virginia and West Virginia is subject to the same contributory payments, terms and conditions as to eligibility, benefits, and any other matters as would be applicable in Pennsylvania, Ohio and New York on work in those states by reference to the terms of the subject agreement and the related health and welfare, pension plan and Apprentice Training and Education trust agreements and collateral documents.

Section 8. Any and all references in this Agreement to the masculine gender shall apply equally to the feminine gender.

Section 9. Workers shall be free to accept employment in any occupational classification which they have the ability and the training to perform, providing there is a vacancy and they shall be paid the *scale of wages applicable to the work performed.*

ARTICLE II

MANAGEMENT

Section 1. The management of the work, the direction of the working force, assignment of workers to specific projects and the right to hire and discharge for just cause are vested exclusively in the Company, and the Union shall not abridge this right. It is not the intention of this provision to encourage the discharge of employees.

Section 2. The number of workers to be employed, and the number and classification of work-

ers required to operate any piece of equipment shall be at the sole discretion of the employer. The fact that certain classifications and rates are established does not mean that the employer must employ workers for any one or all such classifications or to man any particular piece of equipment that happens to be on the project unless the employer has need for such workers.

Section 3. The Company shall not be hindered in or prevented from using any type or quality machinery, tools, and appliances, and may secure materials or equipment from any market or sources it deems fit without interference of any kind. The Company recognizes its obligation to provide a safe working environment in accordance with applicable state and federal safety standards.

Section 4. Employees in the excluded category (see Article I, Section 2) shall not perform any work normally performed by workers under their supervision, except in cases of operating difficulties, or to instruct workers, or to assure the proper performance of work or work of an experimental nature providing regular employees are not thereby replaced.

A penalty as set forth below will be paid into the Health & Welfare Fund when any excluded employee violates the above and such violation is determined through the grievance procedure. The penalty shall be equivalent to the amount of time which the excluded employee works in violation of the above at the classification's rate of pay. The Health & Welfare Fund shall acknowledge receipt of the payment of the penalty, and the Fund's Administrator shall mail a copy of Fund receipt to Chairman, Union Negotiating Committee, United Steelworkers of America, AFL-CIO-CLC, 1945 Lincoln Highway, North Versailles, PA 15137. However, where a clear determination can be made

that a specific person has been deprived of a specific sum of money by reference to the foregoing, then that person shall be paid such sum instead of a payment into the Fund.

Section 5. All the provisions of this Article shall be subject to all the other provisions of this Agreement.

ARTICLE III

UNION REPRESENTATIVES

Section 1. Upon notice at the project site to the representatives of the Company in charge of the project, authorized representatives of the Union may visit any of the jobs covered by this Agreement during working hours, provided that the progress of the work is not interfered with or hindered. Such Union representatives must comply with all safety regulations in effect on the project.

Section 2. The Union shall have the right to name a steward from among the employees on each project. The steward shall be the last employee laid off provided he/she is fully qualified to perform the remaining work. The steward shall be notified of members being laid off and hired on.

Section 3. The Union shall have the right to transfer an existing elected steward on a project for a certain company to be steward on a new project for the same company as its steward, provided there is a classification for such an employee on a new project. (Subject to April 11, 2001 Side Letter.)

ARTICLE IV

HOURS OF WORK, HOLIDAY AND PREMIUM PAY

Section 1. The regular work day is intended to consist of eight (8) hours per day. The intention is to work an eight (8) hour day but in no way is this to be construed as a guarantee of either eight (8) hours of work or payment for eight (8) hours of work on any given day. The regular work week for all employees shall start with the first shift on Monday and shall consist of forty (40) hours which shall be recognized as regular time, and each employee shall be paid for any of these hours he works at the regular rates of pay specified in this Agreement. Hours worked beyond forty (40) in a week shall be paid for at one and one-half (1 1/2) times the regular rate of pay with no pyramiding of overtime. Time and one-half shall be paid for work performed over eight (8) hours per day only as required by the terms of a contract in effect between the contractor and the awarding agency. Time and one-half the regular rate shall be paid for all work performed on Saturday except where, due to conditions on a job arising out of inclement weather, forty (40) hours have not been worked in the week (exclusive of overtime) prior to Saturday. Time worked on Saturday shall be on a straight time basis up to and including the 40th hour. In the event make-up time is to be worked on Saturday, not less than a four (4) hour day shall be scheduled. Double time the regular rate shall be paid for all work performed on the seventh consecutive day of work in the work week whether or not such is required by the terms of a contract in effect between the contractor and the awarding agency.

Section 2. Holidays - Memorial Day, Independence Day, Labor Day and Thanksgiving Day shall be paid holidays, although idle, at eight (8) times the employee's regular hourly rate provided the employee worked his last scheduled work day before and the first scheduled work day after the holiday within the week prior to the holiday, the week of the holiday, or the week after the holiday occurred. Moreover, double time the employee's regular rate shall be paid for all work performed on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the case of the aforementioned holidays, they shall be considered, although not worked, as the equivalent of eight (8) hours time worked for the purpose of computing any premium overtime required by law or by contract. If work is performed on Memorial Day, Independence Day, Labor Day or Thanksgiving Day *the employee shall be paid his or her regular rate plus the double time referred to above.* An employee, upon furnishing a request for the time off during the preceding calendar week, may be granted time off without pay during the first two (2) days of Buck Season and the first day of Doe Season; such days, if not worked, shall not be counted as hours worked for the purpose of computing overtime.

If an employee works during the existing window period prior to Thanksgiving but is prevented from working during the existing window period following Thanksgiving solely because the contractor has not scheduled work, then such employee shall be paid for Thanksgiving.

Section 3. Absence due to an injury received on the job which is compensable will be counted as time worked for the purpose of computing holiday pay, and

in no case will this absence disqualify the employee for holiday pay, provided such absence does not exceed thirty (30) days.

Section 4. No employee shall be laid off during his or her regular work week for the purpose of avoiding payment of premium time or payment for the seventh (7th) consecutive day worked, Sunday, or paid holidays.

Section 5. For all jobs bid after July 1, 2001, if the operation is put on more than one (1) shift, a premium of thirty-five (35) cents per hour for the second and third shifts shall be added to the regular rate of pay for hours worked on the second and third shifts respectively. The premium payment of thirty-five (35) cents for work performed on the second and third shifts shall be included in the basic hourly rates of all employees entitled to such shift premium for purposes of overtime in this Agreement. (Jobs bid prior to July 1, 2001 - second shift - twenty-five (25¢) cents; third shift - thirty-five (35¢) cents.)

For the purposes of this Agreement, an employee who starts work on or after 12:00 Noon but before 8:00 P.M. shall have his/her working hours considered second-shift hours, and the second-shift premium shall be applicable. For the purposes of this Agreement, an employee who starts work on or after 8:00 P.M. but before 4:00 A.M. shall have his or her working hours considered third-shift hours, and the third-shift premium shall be applicable.

Section 6. In case an employee is injured on the job, the employee will be paid his/her applicable rate for time spent at the medical treatment site, including travel time, up to a total equal to the employee's regular shift for that day. If the doctor does not return the employee to work that day, the employee shall receive

his applicable rate for the balance of his/her regular shift.

Section 7. A Union official who is prevented from working his or her scheduled day before or after a holiday because of Union business will still be eligible to receive payment for the holiday.

ARTICLE V

CALL-IN PAY

Section 1. For all jobs bid after July 1, 2001, an employee who has been scheduled or notified to report for work and reports at the proper time shall be paid for one hour (but in no event less than Twenty-Five (\$25) Dollars) at the regular scale of wages and shall be required, in consideration of receiving such call-in pay, to wait a minimum of one hour until it can be determined whether the employee can go to work. (Twenty (\$20) Dollars for all jobs bid prior to July 1, 2001). From the time such employee commences work he shall be paid for all actual working time according to the following examples:

(a) If the employee reports for work and waits for 1/2 hour before commencing work and then works for 7 1/2 hours, he/she shall be paid for 8 hours.

(b) If the employee reports for work and waits for 1 hour before commencing work and then works for 7 hours, he/she shall be paid for 8 hours.

If an employee reports for work and starts to work, he/she will be guaranteed two hours' pay; if an employee reports for work and waits for one hour and then starts to work, he/she will be guaranteed two hours' pay; if an employee reports for work and waits for one hour but does not start to work, he/she will be paid for

the one-hour waiting period, but in no event less than Twenty (\$20) Dollars for jobs bid before July 1, 2001 and no less than Twenty-five (\$25) Dollars for jobs bid after July 1, 2001.

Section 2. At the end of the mandatory one-hour waiting period set forth above, the employer shall either put the employee to work, send him or her home or request the employee to wait for additional time; the employee shall be paid for any additional waiting time requested of him/her by the Company for the length of such waiting period in addition to the initial one hour, but in no event less than Twenty (\$20) Dollars for jobs bid before July 1, 2001 and no less than Twenty-five (\$25) Dollars for jobs bid after July 1, 2001.

ARTICLE VI

HIRING HALL

Section 1. For the duration of this Agreement, the Union agrees to furnish, upon request by the Employer, workers in numbers sufficient to execute the work contracted for by the Employer in the manner and under the conditions specified in this Agreement. The Employer agrees that all employees required for all work within the scope of this Agreement shall be hired only through the Union.

Section 2. Each Employer has provided to the Union prior to January 1, 1999 a list of employees who had been regular employees employed by the Employer. The employees on this list are "grandfathered" employees.

Section 3. For the duration of this Agreement, the Employer shall have the right to request a grandfa-

thered employee by name. If any grandfathered employee is available for work and bypassed by the Employer on the out-of-work list, that employee will no longer be considered a grandfathered employee unless the employee is on leave, such as FMLA, disability, or any contractual leave.

Section 4. Any grandfathered employee who accepts work with another employer will no longer be considered a grandfathered employee if such employee refuses a call from the grandfathering employer.

Section 5. Each Employer shall have the right to request an employee or employees by name who worked on a project which had been shut down in whole or in part, provided that the Employer does not bypass said employee or employees when requesting additional referrals to do the work of said employee or employees.

Section 6. Each Employer shall have the right to request any employee by name who has been on lay-off from that Employer for ninety (90) days or less.

Section 7. Referrals will be on a non-discriminatory basis and will not be affected in any way by Union membership, bylaws, rules, regulations, constitutional provisions or other aspects of Union membership, policies or requirements, except to the extent that these may not be in violation of applicable law.

Section 8. Each Employer shall have the right to reject any applicant referred for employment provided the rejection is not based on any reason identified in Section 12(d) of this Article or to "cherry pick" the list. The Union shall have the burden of proving that the purpose was to "cherry pick."

Section 9. Each Employer shall have the right at any time to lay off any employee for any reason not prohibited by law or identified in Section 12(d) of this

Article, provided, however, if such employee is a grandfathered employee and another employee is hired to take his/her place, said employee will no longer be considered a grandfathered employee (unless the reason the grandfathered employee is off work is not due to FMLA, disability, or any contractual leave.)

Section 10. The work rules of each individual Employer shall not be affected by this Hiring Hall Agreement. For example, individual Employer rules as to drug testing or safety shall not be affected.

Section 11. If the Union is unable to fill an Employer's request for employees within forty-eight (48) hours, the Employer shall be free to hire from the outside, provided said employees are hired pursuant to the Union Security and Check-Off Article of this Agreement. In the event of an emergency need for employees, the Employer shall first notify the Union, and if the Union cannot supply employees in sufficient numbers on an emergency basis, the Employer shall be free to fill the need on a temporary basis. Such temporary workers shall be replaced by the Employer with employees supplied by the Union.

Section 12.

(a) If during the term of this Agreement the Labor Management Relations Act of 1947, as amended, shall be further amended to so permit or the decision of a court of competent jurisdiction so permits, then the restrictive provisions of this Article, by which the Union may be required to refer non-members to employment, shall be immediately ineffective.

(b) The Union agrees that it shall be the sole administrator of the hiring hall arrangement and shall not be considered to act as the agent of the Employer, and, thereby, the Union assumes responsibility for any

violations of the law committed by it in connection with its administration of the hiring hall arrangement.

(c) The Employer assumes responsibility for any violations of the law committed by the Employer in connection with hiring or severance of employment.

(d) The parties to this Agreement agree that they will not discriminate against any applicant for employment or any employee because of race, creed, color national origin, sex or occupationally irrelevant physical requirements or handicaps, age, exercising any rights under the National Labor Relations Act, or Union membership.

(e) All employees must put their name on the out-of-work list no later than forty-eight (48) hours after their last day of work with the Employer unless they are on leave such as FMLA, disability, or any contractual leave.

(f) The Union hereby agrees to indemnify and hold harmless the Employer from and against any and all costs, expenses (including attorneys' fees), and damages that may be incurred in connection with any action, suit, claim or proceeding that may be brought against the Employer which arises from or relates to its obligations or responsibilities set forth in this Article.

Section 13. At all times, any conflict between this Hiring Hall Agreement and federal or state laws or contractual requirements shall be resolved in favor of such requirements.

Section 14. The Union agrees to provide the Association with copies of all rules, procedures and policies used by it in administering this Hiring Hall Agreement. Current copies of these documents shall at all times be provided.

Section 15. At all times the employee must leave with the project bookkeeping department a telephone

number and his/her home mailing address at which the employer can immediately contact the employee for the purpose of notifying him or her of available work.

Section 16. The Company agrees to notify the *Local Union Office of the Union having jurisdiction* over any of its projects under this Agreement of the following:

(a) The location of the specific project.

(b) Job classifications of work available and the number of employees desired for each classification.

(c) All new jobs. Failure to so notify shall make the employer subject to a penalty payment of \$100 into the Health & Welfare Fund. The Health & Welfare Fund shall acknowledge receipt of the payment of the penalty, and the Fund's Administrator shall mail a copy of the Fund receipt to the Union. The above-referenced notification is to be sent to Chairman, Union Negotiating Committee, United Steelworkers of America, AFL-CIO-CLC, 1945 Lincoln Highway, North Versailles, PA 15137.

(d) The Company shall also notify the Union by telephone of all new projects.

ARTICLE VII

GRIEVANCES

Section 1. Should differences arise as to the meaning and application of the provisions of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, or should any local trouble of any kind arise on the project, an earnest effort will be made to settle such differences, immediately in the following manner, during which time there shall be no suspensions, lockouts, interruptions,

or impeding of work, concerted work stoppages, strikes or other interferences with efficient production and plant maintenance.

FIRST: Between the aggrieved party who may be accompanied by the Job Steward, if the employee desires his or her presence, and the Company supervisor within seven (7) calendar days from the day the aggrieved party knew or reasonably should have known of the grievance. If this time limit is not met, the grievance shall be deemed to have been waived.

SECOND: Should agreement not be reached between the Job Steward and the Company supervisor, the grievance must be reduced to writing and referred to the staff representatives of the Union or designee and representatives of the Company within ten (10) calendar days from completion of the First Step. The contractor shall respond to second step grievances by reducing their response to writing, after conferring with the Union representative in an attempt to resolve the grievance, within ten (10) calendar days of the receipt of same.

THIRD: Should agreement not be reached in the Second Step, a Union Committee shall be convened by the Union to review the grievance and determine if the grievance shall be processed to the Fourth Step. This Third Step must be completed no later than fifteen (15) days following the Second Step.

FOURTH: Should this procedure fail, the matter shall, within the next thirty (30) days, be jointly and simultaneously reported in writing by either party to the Chairman of the Bargaining Committee for the Association and the Chairman

of the Negotiating Committee for the United Steelworkers of America, AFL-CIO-CLC, and these two or their representative nominee shall attempt to resolve the matter.

FIFTH: Should this procedure fail, either party, after notifying the other party of its intention to proceed, shall do so pursuant to the procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator so selected shall be borne equally by the Company and the Union. This action must take place within fifteen (15) days of the failure to resolve in the Fourth Step.

The failure of either party to meet these time limits specified in the SECOND, THIRD, FOURTH and FIFTH steps shall result in a default. A condition precedent to extending any of these time limits shall be a mutual written agreement of the parties.

The arbitrator shall not have the authority to add to, detract from or otherwise modify the terms and conditions of this Agreement.

Section 2. A decision reached at any stage of the proceedings above outlined shall be binding upon both parties hereto and shall not be subject to reopening by any other party except by mutual agreement.

Section 3. On a case-by-case basis, each Employer and the Union may agree upon mediation rather than arbitration of any grievance.

Section 4. In the event the Union initiates the grievance at the Second Step rather than the First Step, the written grievance shall be filed with the contractor within seven (7) calendar days from the day the aggrieved party knew or reasonably should have known of the grievance.

ARTICLE VIII

UNION SECURITY AND CHECK-OFF, CREDIT UNION, USWA PAF

Section 1. It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing, and those who are not members on the effective or execution date of this Agreement, whichever is later, shall on the eighth (8th) day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after this effective or execution date, whichever is the later, shall on the eighth (8th) day following the beginning of such employment become and remain members in good standing in the Union.

Section 2.(a) The membership dues, including initiation fees and assessments of United Steelworkers of America, AFL-CIO-CLC, as authorized and approved by the International Officers of the Union shall be checked off the wages of such employees as file proper assignments with the Company to United Steelworkers of America, AFL-CIO-CLC, c/o International Treasurer-Secretary, Five Gateway Center, Pittsburgh, PA 15222. In the case of the Union's prescribed initiation fee, the employer shall deduct fifty percent (50%) during the first week of employment and fifty percent (50%) during the second week of employment.

In addition, each employer shall send two copies of its monthly dues check-off report to the Union at the following address: one to United Steelworkers of America, 1945 Lincoln Highway, North Versailles, PA 15137, and the other to the local union that has jurisdiction over the project where the work is being performed.

Section 2.(b) Each Employer shall, by payroll deduction, deliver and pay over to the local Union an amount of not less than ten cents (10¢) for all hours worked during the previous calendar month by all persons employed in the bargaining unit. Such payment shall be made by each Employer to the local Union office having jurisdiction on or before the tenth (10th) day of the month covering all such hours for all pay periods in the previous calendar month.

Section 3. Such remittance shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues, initiation fees or assessment, together with a list of employees from whom dues, initiation fees or assessments have not been collected.

Section 4. In the event of an overcharge for dues or assessments collected by the Company, the Union shall be responsible for adjustment of such claim with the member. In the event of an undercharge and upon proper notification by the Union, the Company shall make further deduction for this purpose on the next succeeding payday.

Section 5. Pursuant to the rules and regulations of the United Steelworkers of America, AFL-CIO-CLC, no assessments may be levied by any local Union against its members without the approval of the international officers of the Union.

Section 6. The Company shall deduct, on behalf of the employee, credit union contributions in the case of any employee who supplies to his or her employer an individual signed authorization in support of such deduction. Each individual employee's contribution shall be uniform for any calendar year and not subject to change during such year.

Section 7. The Company shall deduct on behalf of the employee, USWA PAF voluntary contribution-based upon forms supplied by the Union.

Section 7(a). The signing of such USWA PAF check-off form and the making of such voluntary contributions are not conditions of membership in the Union or of employment with the Employer.

Section 7(b). The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 7(c). The United Steelworkers of America Political Action Fund supports various candidates for federal and other elective office, is connected with the United Steelworkers of America, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union in its own fund-raising efforts and in joint fund raising efforts with the AFL-CIO and its Committee on Political Education.

ARTICLE IX

WAGE SCALE

Section 1. On any heavy and highway work where minimum wage rates are predetermined by the United States or Pennsylvania Department of Labor such wage rates shall prevail on such work.

Section 2. Wage rates in effect at the advertising date of a specific project will establish the wage scale for the entire duration of that project regardless of the termination date of this Agreement and are not to be subject to renegotiation for the duration of that project.

Section 3. For all projects on which rates have not been predetermined by either the Commonwealth of Pennsylvania or an agency of the United States government and which involve highway maintenance and purchase orders let by PennDOT, Counties, Townships and Municipalities within the Commonwealth, and utility work, the rates applicable on such work shall be the rates set forth in the Second Tier Wage Schedule.

Section 4. Any employee assigned to work on a project covered by second tier wage rates shall be free to refuse the work assignment if the work assignment is located outside a seventy-five (75) mile radius from the home of the employee.

Section 5. Effective on jobs bid after July 1, 2001, second tier wage rates shall be increased as follows:

Group(s)	2001	1/1/2002	1/1/2003
1, 2, 3 and 6	3%	3.5%	4%
4, 5 and 7	2%	2%	2%
8	1%	2%	3%

For second tier wages only, there shall be a flat person rate of One (\$1.00) Dollar below the laborer.

ARTICLE X

HEALTH AND WELFARE

Section 1. The Association shall continue to maintain, during the life of this Agreement, a Welfare Fund to be known and designated as the "United Steelworkers of America District 10 and Pennsylvania Heavy & Highway Contractors Welfare Fund." It shall be the duty of the Trustees, comprised of members of the Union and the Company, to administer the said Welfare Fund and to promulgate such rules and regulations as may be necessary for the efficient administration of said Welfare Fund, all in accordance with and not inconsistent with the provisions of this Agreement. The purpose of the said Welfare Fund shall be to secure and provide certain insurance benefits as hereinafter set forth for the employees of the Company represented by the Union, together with their dependents. The liability of each Company to make the prescribed health and welfare contributions shall be several and not joint.

Section 2. Each Company represented by the Association shall deliver and pay over to the Administrator of the said Welfare Fund such amount as may from time to time be determined by the Trustees, on all hours actually worked during the previous calendar months by all persons employed in the bargaining unit as provided in this Agreement. All such payments shall be made by each such company to the said Welfare Fund on or before the tenth (10th) day of the month covering all such hours for all pay periods in the

previous calendar month provided after a 30-day grace period, if the reports and payments are not then in, the delinquent contractors should be subject to a penalty of 3% of that amount that is delinquent and an additional 3% for each succeeding 30 days of delinquency. For the purposes of this Section, "hours actually worked" shall include compensable holiday time.

Section 2(a). Each Company represented by the Association as well as affiliate members of the Association shall have the option at its plan year end or the calendar year to participate in the Health and Welfare Fund for the balance of the contract term for its employees who are not in the bargaining unit. Such participation shall be on the basis of forty (40) hours per week times the then current hourly contribution rate for bargaining unit employees.

Section 3. A new employee, as defined herein, shall become eligible in accordance with policies determined by the Trustees for the health and welfare benefits herein provided when he/she has worked for any company covered by this or a prior agreement in each of four (4) prior consecutive months for seventy-five (75) hours in each of such months. Failure to work seventy-five (75) hours in a month will be considered a layoff month for benefit eligibility purposes for that month. However, any employee hereunder who is currently qualified for group health and welfare benefits under an existing or prior statewide collective bargaining agreement in the construction industry in another state to which the United Steelworkers of America, AFL-CIO-CLC, is a party, shall be qualified for group health and welfare benefits under this Agreement. An employee shall be considered eligible under the foregoing even though he/she has worked for more than one company. An employee's eligibility period shall not

be considered interrupted if his or her absence from work for the above-prescribed time was due to a compensable accident or disease, or due to an accident or sickness for which he/she received insurance benefits under the said Welfare Fund as herein provided.

Section 4. The Union and the Association shall provide through the agency of the said Welfare Fund for all eligible employees, and their dependents, a schedule of health and welfare benefits. It is further agreed that each employee who has complied with the eligibility requirements of the benefit plan will receive during a layoff period such free coverage for the employee and his or her family as is provided by the benefit plan at the time of the layoff. During the layoff period, the employee does not have coverage for Accidental Death and Dismemberment nor for Weekly Benefits (in such amount as is determined from time to time by the Trustees). The rest of the benefit plan remains in effect for the employee and his or her dependents. An employee on layoff may be permitted to elect at his or her own expense to continue his/her coverage for an additional eighteen (18) months provided he/she remains unemployed that long.

It is further agreed that the Summary Plan Description providing for the benefits outlined above shall contain the usual and customary provision normally issued by an insurance carrier for such benefits.

Section 5. The Trustees shall be ordered to provide the Union each month during the life of this Agreement, with a list of Employees together with the amounts paid into the Fund for each employee by employing companies, who are covered by the said health and welfare benefits during the month, together with a list of employees who have been paid benefits and the amount received by each such employee during that month.

Section 6. The Trustees shall be ordered to furnish to the Union, as of June 30th and December 31st of each year, a financial statement of the said Welfare Fund including receipts and disbursements and such pertinent information necessary to reveal the operations and conditions of the said Welfare Fund.

Section 7. On or about March 1st of each calendar year, the Trustees of the aforesaid Welfare Fund shall review the operation of the said Fund and plan to determine what, if any, changes in eligibility, benefits or other Plan features are justified; any lack of agreement as the result of such meeting shall not otherwise affect the status of this contract.

Section 8. The Health and Welfare provisions of this Agreement apply to all heavy and highway construction work, including all types of utility work performed by all contractors bound by this Agreement in the states of Delaware, Maryland, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia and West Virginia and any other state in which such contractors may perform work covered by this Agreement. The above also applies on all jobs in the States of Pennsylvania, Ohio and New York let by any agency of the United States or Pennsylvania, Ohio or New York Departments authorized to award contracts, i.e., mine flushing--mine-fire control, etc.

Section 9. The employee and/or the employee's dependents shall promptly notify the plan administrators of any change in home mailing address and/or change in dependent eligibility. The plan administrator may be contacted at the following address: United Steelworkers of America, District 10 and Pennsylvania Heavy & Highway Contractors Bargaining Association Welfare Fund, c/o GEMGroup, 1200 Three Gateway

Center, Pittsburgh, PA 15222, telephone 1-800-242-8923.

Section 10. The parties agree that any contractor who performs work within the scope of this Agreement may participate in its benefit funds provided such contractor is a member of the Association and fully complies with the entire collective bargaining agreement. The parties further agree that employers who perform work outside the scope of this Agreement may participate in its benefit funds provided such employer becomes an affiliate member of the Association and is in signed relations with a local union which is a party to this collective bargaining agreement.

ARTICLE XI

PENSION PLAN

Section 1. Pension Plan to be known and designated as the "United Steelworkers of America, District 10 and Pennsylvania Heavy & Highway Contractors Bargaining Association Pension Trust Fund and Plan" and the Trustees of a Trust created pursuant hereto shall be maintained during the life of this Agreement. It shall be the duty of the said Trustees, comprised of members of the Union and the Company, to administer the said Pension Plan and to promulgate such rules and regulations as may be necessary for the efficient administration of said Pension Plan, all in accordance with and not inconsistent with the provisions of this Agreement and the requirements of the Employees Retirement Income Security Act of 1974. The purposes of the said Pension Plan shall be to secure and provide certain pension benefits. The liability of each

company to make the prescribed pension contributions shall be several and not joint.

Section 2. Each Company represented by the Association shall deliver and pay over to the administrator selected by the Trustees such amount as may from time to time be determined by the Trustees on all hours worked during the previous calendar months by all persons employed in the bargaining unit as provided by this Agreement. All such payments shall be made by such company to the said administrator on or before the tenth (10th) day of the month covering all such hours for all pay periods in the previous calendar month provided after a 30-day grace period, if the reports and payments are not then in, the delinquent contractors should be subject to a penalty of 3% of that amount that is delinquent and an additional 3% for each succeeding thirty (30) days of delinquency. For the purposes of this Section, "hours actually worked" shall include compensable holiday time.

Section 3. The Trustees shall be ordered to provide the Union, each month during the life of this Agreement, with a list of employees, together with the amount paid into the Fund for each employee by employing companies who are covered by the said Pension Plan during the month.

Section 4. The Trustees shall be ordered to furnish to the Union, as of June 30 of each year, a financial statement of the said Pension Trust showing all pertinent information as is necessary to reveal the operations and conditions of the said Pension Trust for the prior calendar year.

Section 5. On or about March 1st of each calendar year, the Trustees of the aforesaid Pension Trust shall review the operation of the said Fund and Plan to determine what, if any, changes in Plan features are

justified; and lack of agreement as the result of su-
meeting shall not otherwise affect the status of th-
contract.

Section 6. The Pension Plan provisions of th-
Agreement apply to all heavy and highway constru-
tion work including all types of utility work performed ■
all contractors bound by this Agreement in the states
Delaware, Maryland, New Jersey, New York, Nor-
Carolina, Ohio, Pennsylvania, South Carolin-
Tennessee, Virginia and West Virginia and any oth-
state in which such contractors may perform work co-
ered by this Agreement. The above also applies on a
jobs in the States of Pennsylvania, Ohio and New Yor-
let by any agency of the United States c-
Pennsylvania, Ohio or New York Departments autho-
ized to award contracts, i.e., mine flushing--mine-fir-
control, etc.

Section 7. The employee and/or the employee'
dependents shall promptly notify the plan administra-
tors of any change in home mailing address and/o-
change in dependent eligibility. The plan administrato-
may be contacted at the following address: Unite-
Steelworkers of America, District 10, Pennsylvan-
Heavy & Highway Contractors Bargaining Associatio-
Pension Trust Fund, c/o GEMGroup, 1200 Thre-
Gateway Center, Pittsburgh, PA 15222, telephone 1
800-242-8923.

ARTICLE XII

APPRENTICE TRAINING AND EDUCATION

Section 1. Each contractor shall deliver and pay over to the Administrator of the Apprentice Training and Education Fund such amount as may from time to time be determined by the Trustees on all hours worked during the previous calendar month by all persons employed in the bargaining unit as provided in this agreement. All such payments shall be made by such company to the said administrator on or before the tenth (10th) day of the month covering all such hours for all pay periods in the previous calendar month provided after a 30-day grace period, if the reports and payments are not then in, the delinquent contractors should be subject to a penalty of 3% of that amount that is delinquent and an additional 3% for each succeeding thirty (30) days of delinquency. For the purposes of this Section, "hours actually worked" shall include compensable holiday time.

Section 2. The Trustees shall be ordered to provide the Union, each month during the life of this Agreement, with a list of employees, together with the amount paid into the Fund for each employee by employing companies who are covered by the said Apprentice Training and Education Fund during the month.

Section 3. The Trustees shall be ordered to furnish to the Union, as of June 30 of each year, a financial statement of the said Apprentice Training and Education Fund showing all pertinent information as is necessary to reveal the operations and conditions of the said Apprentice Training and Education Fund for the prior calendar year.

Section 4. On or about March 1st of each calendar year, the Trustees of the aforesaid Apprentice Training and Education Fund shall review together the operation of the said Fund and Plan to determine whether or not, if any, changes in Plan features are justified; and lack of agreement as the result of such meeting shall not otherwise affect the status of this contract.

Section 5. The Apprentice Training and Education Fund provisions of this Agreement apply to all heavy and highway construction work including all types of utility work performed by all contractors bound by this Agreement in the states of Delaware, Maryland, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia and West Virginia and any other state in which such contractors may perform work covered by this Agreement. The above also applies on all jobs in the States of Pennsylvania, Ohio and New York let by an agency of the United States or Pennsylvania, Ohio or New York Departments authorized to award contracts i.e., mine flushing-mine-fire control, etc.

ARTICLE XIII

NON-DISCRIMINATION CLAUSE

Section 1. The Union and the Company agree that they will not discriminate against any employee because of race, color, religion, sex, national origin, age, or because of a physical or mental handicap, membership or non-membership in the Union.

ARTICLE XIV

WAIVER OF RECOURSE TO LEGAL REMEDIES

Section 1. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until the dispute, claim or grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall fail within a reasonable time to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

ARTICLE XV

SAFETY

Section 1. The parties hereto shall establish a joint (three representatives from each party) Safety Committee to evaluate all present and future standards and guidelines for on-the-job safety in the heavy and highway industry as may from time to time be promulgated by Federal, State or Insurance Industry representatives. When the Committee unanimously adopts certain safety standards, it shall recommend to all contractors covered by this contract that they adopt such recommendations within sixty (60) days thereafter.

Section 2. The parties agree that the Union shall be entitled to designate a qualified safety person on each project to voice Union concern over safety on the project.

ARTICLE XVI

FUNERAL LEAVE

Section 1. Each and every eligible member of the bargaining unit shall be entitled to two days of funeral leave per calendar year computed at eight times his or her regular hourly rate for each day but funeral leave shall not be considered as time worked for the purpose of computing any premium overtime due by law or by contract provisions. This leave cannot be accrued from year to year and will be confined to the member of the immediate family consisting of the following: husband/wife, son/daughter, step-son/step-daughter, brother/sister, father/mother, grandfather/grandmother. The Employer shall have the right to request verification of the death.

ARTICLE XVII

TERMINATION

Section 1. This Agreement becomes effective as of its ratification by the Union and will continue up to and including December 31, 2003, but either party may serve written notice on the other party between October 1 and November 1, 2003 that it desires to reopen the contract as to any subjects and the failure to furnish any such written notice shall cause the terms and provisions of this contract automatically to go into effect for another year subject to all the same terms and provisions including this Article on termination.

Section 2. This Agreement has been negotiated by the duly designated Pennsylvania Heavy & Highway Contractors Bargaining Association repre

ning the companies, and by a duly designated negotiating Committee representing United Steelworkers of America, AFL-CIO-CLC and is hereby executed by the proper designated representatives of the Bargaining Association and by a representative of United Steelworkers of America, AFL-CIO-CLC.

ARTICLE XVIII

STEEL ERECTION

All steel erection rates must be negotiated individually for each contract and include health and welfare benefits.

ARTICLE XIX

FRINGE BENEFITS

Section 1. Contributions to be made to the administrator of the Health and Welfare Fund and the Pension Fund as provided above.

Section 2. Effective with bids or jobs awarded after July 1, 2001, on prevailing wage jobs, each contractor shall participate in the Pennsylvania Heavy and Highway Contractors Savings Plan which was approved by the Internal Revenue Service in June, 1990. On each job where the prevailing fringes have fifty (50¢) cents or more available after deducting the SWA fringes on this Agreement, the contractor shall deduct fifty (50¢) cents per hour and pay it into the Savings Plan. Deductions in excess of fifty (50¢) cents per hour are optional to "grandfathered" contractors. "grandfathered" contractors are identified as: Ashaminy Constructors, Ahern and Associates, JVC

Contracting, Crossing Construction, Color Construction and G.A. & F.C. Wagman, Inc.) on a job-by-job basis and each grandfathered contractor may elect the amount of participation above fifty (50¢) cents up to the maximum allowed by law. As of July 1, 2000, all expenses of the Savings Plan (administrative, actuarial, accounting, legal, etc.) shall be paid from the assets of the Plan and there shall be no per capita charge.

In addition, the contractor(s) and the Union may "pinpoint" a particular project prior to the submission of bids for deductions greater than fifty (50¢) cents for the purpose of making the contractor(s) more competitive. The Union agrees that if the majority of employees of a particular contractor agree to allow greater than fifty (50¢) cents on all appropriate jobs, the contractor shall be entitled to make greater deductions (in excess of fifty (50¢) cents) on all appropriate jobs bid after that date.

IN WITNESS AND TESTIMONY of the provisions and terms mutually agreed upon and specified herein, the duly authorized officers and/or representatives of the parties hereby affix their signatures the day and year above.

On Behalf of:

PENNSYLVANIA HEAVY & HIGHWAY CONTRACTORS BARGAINING ASSOCIATION



F. Anthony Canuso, President, PHHCBA and
Chair, PHHCBA Negotiating Committee

on Behalf of:

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC

- | | |
|-------------------------|---|
| Andrew Palm | <i>Director, District 10</i> |
| Thomas D. Jones | <i>Chairman, Union Negotiating Committee</i> |
| Ralph Lippart | <i>Secretary, Union Negotiating Committee</i> |
| David R. Wolfe | <i>Staff Representative Local 14693</i> |
| Mark A. Cummings | <i>President Local 14693</i> |
| John David | <i>Negotiating Committee Local 14693</i> |
| David Zimmer | <i>Negotiating Committee Local 14693</i> |
| Mike McBride | <i>President Local 15253</i> |
| Chuck Powell | <i>Negotiating Committee Local 15253</i> |

APPROVED:

Leo W. Gerard	International President
Richard Davis	International Vice President (Administration)
Leon Lynch	International Vice President (Human Affairs)
Jim English	International Secretary - Treasurer

APPENDIX "A"

GROUP 1	GROUP 2	GROUP 3	GROUP 4
Allegheny	Armstrong Beaver Blair Butler Cambria Fayette Indiana Lawrence Washington Westmoreland	Erie Mercer	Crawford McKean Somerset Venango Warren
GROUP 5	GROUP 6	GROUP 7	GROUP 8
Cameron Clarion Clearfield Elk Forest Greene Jefferson	Bucks Chester Delaware Montgomery Philadelphia	Adams Bedford Berks Bradford Centre Clinton Columbia Cumberland Dauphin Franklin Fulton Huntingdon Juniata Lancaster Lebanon Lycoming Mifflin Montour Northumberland Perry Potter Snyder Sullivan Susquehanna Tioga Union Wayne York	Carbon Lackawanna Lehigh Luzerne Monroe Northampton Pike Schuylkill Wyoming