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Title: **General Building Contractors Association, Concrete Contractors Association and Laborers District Council of the Metropolitan Area of Philadelphia & Vicinity, Laborers International Union of North America (LIUNA), (2001)**

K#: **8717**

Employer Name: **General Building Contractors Association, Concrete Contractors Association**

Location: **PA Philadelphia**

Union: **Laborers District Council of the Metropolitan Area of Philadelphia & Vicinity, Laborers International Union of North America (LIUNA)**

Local:

SIC: **1541**

NAICS: **23621**

Sector: **P**

Number of Workers: **4400**

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

Expiration Date: **04/30/04**

Number of Pages: **43**

Other Years Available: **Y**

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Duplicate

K 8717
4,400 workers

42 pp.

AGREEMENT

Effective: May 1, 2001

Expires: April 30, 2004

Between

GENERAL BUILDING CONTRACTORS ASSOCIATION

Concrete Contractors Association
Classification
Building and General Construction

And

LABORERS' DISTRICT COUNCIL

Of the Metropolitan Area
Of Philadelphia & Vicinity
665 North Broad Street
(215) 684-2090



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AGREEMENT AND WORKING RULES
of
LABORERS' DISTRICT COUNCIL OF
METROPOLITAN AREA
OF PHILADELPHIA & VICINITY

This Agreement made and entered into this first day of May, 2001 by and between the GENERAL BUILDING CONTRACTORS ASSOCIATION, INC. AND THE CONCRETE CONTRACTORS ASSOCIATION, hereinafter referred to as the Negotiating Agent for its members, hereinafter referred to as the Employer, and the LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF PHILADELPHIA & VICINITY, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the Union.

WITNESSETH:

This Agreement is negotiated by the GENERAL BUILDING CONTRACTORS ASSOCIATION, INC. and the CONCRETE CONTRACTORS ASSOCIATION as NEGOTIATING AGENT only for its present and future members, hereinafter referred to as the "EMPLOYER". For any breach of this contract, the liability of the said members shall be several, not joint, and the liability of the GENERAL BUILDING CONTRACTORS ASSOCIATION, INC. and the CONCRETE CONTRACTORS ASSOCIATION, shall be only that of NEGOTIATING AGENT, acting without liability for the acts of its individual members.

This Agreement is negotiated by the LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF PHILADELPHIA & VICINITY, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, as NEGOTIATING AGENT only for its present and future members, hereinafter referred to as the UNION. For any breach of this contract, the liability shall be solely that of the Local Union whose agents commit the breach; and the liability of the LABORERS' DISTRICT COUNCIL OF THE

METROPOLITAN AREA OF PHILADELPHIA & VICINITY, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, shall be only that of NEGOTIATING AGENT acting without liability for the acts of its Local Unions and the agents of said Local Union who may commit the particular breach.

ARTICLE I

Section 1 - Purpose

It is the intent and purpose of the parties hereto to promote harmonious economic and industrial relationships between the Employer and the Union; and to set forth therein the basic agreement concerning rates of pay, hours of work and conditions of employment between the parties to this agreement; and the Employer and the Union jointly agree to perform dutifully the obligations imposed by this agreement.

Section 2 - Governing Provisions

Any provisions contained in the within agreement that are contrary to or held to be in violation of the law on the part of either party hereto to any Federal, State or Municipal law now in force and effect or that may be hereafter enacted and effective, shall have no force and effect for the duration of such voidance, it being intended, however, that the remaining provisions hereof shall be unaffected.

Section 3 - Subcontractor Clause

It shall be the obligation of the Association and/or independent Employer, signatory to this agreement, that no work to be performed under this agreement by the contractor or Employer shall be subcontracted to any other contractor or Employer unless such assignee is signatory to a written agreement with the Laborers' District Council.

Section 4 – Recognition

The Employer agrees to recognize the Laborers' District Council as the sole and exclusive bargaining agent for laborers. The Union and the Employer agree that there shall be no strikes, lockouts or interruption of the disputed work over jurisdictional disputes.

Section 5 – Work Assignments

(a) Employers shall make all work assignments as follows:

- (i) In accordance with the terms of an existing labor Agreement providing for such work;
- (ii) In accordance with the terms of any International and/or Local Agreements and/or Memorandum of Understanding between the signatory Union and any other Union; and
- (iii) In accordance with area practices of local building trades.
- (iv) In accordance with classifications and hourly wage rates as set forth in Schedule "A". All other terms and conditions remain in effect.

(b) If the Employer has complied with the provisions of paragraph (a) of this Section 5 and receives notification that two or more Unions are contesting the work assignment, the Employer shall maintain his work assignment until the dispute has been resolved in accordance with the following procedure:

- (i) Contesting Unions and the contractor shall attempt to resolve the work assignment dispute(s). If they are unable to do so within a reasonable time, then
- (ii) The parties to this Agreement shall meet for the purpose of resolving the dispute(s). If said parties are unable to resolve the dispute(s), then

- (iii) The parties to this Agreement will refer said dispute(s) to their International Unions. If said International Unions are unable to resolve the dispute(s), then
- (iv) The Union involved will submit the dispute(s) to their respective General Presidents to be resolved.

The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes. Failure to follow the above procedure shall be a breach of contract.

ARTICLE II

Section I – Territorial Jurisdiction

This agreement shall be binding in the Counties of Philadelphia, Montgomery, Bucks, Chester and Delaware, in the Commonwealth of Pennsylvania. When contractors are doing work in the area aforementioned, they shall notify Local Union of the approximate date of starting work and job location.

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

ARTICLE III

Section I – Union Security

The Laborers' District Council, on behalf of its member Unions, agrees, at the request of the Employer, to furnish competent Laborers to the Employer. It is agreed that after the employee, who, by the nature of his work, comes within the provisions of this agreement, and who shall have worked for

the Employer for at least seven (7) days, such employee shall be required to then become and remain a member of the Union in good standing and the Union shall make membership therein continuously available to such employee on the same terms and conditions as are generally applicable to the other members of the Union.

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

Section 2 – Nondiscrimination

No employee, or applicant for employment shall be discriminated against by reason of race, religion, color, sex or national origin and the parties hereto agree to comply with any and all State and Federal laws, and rules and regulations promulgated pursuant thereto, guaranteeing civil rights and liberties to all persons.

ARTICLE IV

Section 1 – Working Hours

(a) Eight (8) hours shall constitute a day's work, time to be made between 6:00 A.M. and 5:30 P.M., Monday through Friday. Lunch period shall be from 12:00 Noon to 12:30 P.M. If employees are required, because of an emergency, to work through their lunch periods, such employees shall receive time and one-half for their lunch period involved. No employees shall be permitted to work for more than five (5) hours without an allowance of at least fifteen (15) minutes for lunch period, which period shall be treated and paid for as time worked.

(b) (At the option of the employer and with authorization of the business manager of the local union, a work week consisting of four 10 hour days at the straight time rate of pay may be utilized. The 5th day may be utilized as a makeup day at the straight time rate of pay for hours lost during the regular work week provided, however, that all hours worked in excess of ten on any given day or 40 in any given work week shall be paid at the overtime rate. All laborers working on the make-up day will be paid the same rate of pay.)

Section 2 – Tide Work

All work affected by the tides, Monday through Friday, any eight (8) hours between 6:00 A.M. and 6:00 P.M. may be worked at straight time work.

Section 3 – Overtime

All time made on Sundays and holidays shall be paid at the rate of double time. All other overtime shall be paid at the rate of time and one half. Saturdays may be utilized as a make up day at the straight time rate of pay for hours lost during the regular work week due to inclement weather conditions, providing reasonable notice is given to the Business Manager. All other requests for Saturdays at straight time must be authorized by both the Employer and the Business Manager of the Local Union having territorial jurisdiction.

Section 4 – Holidays

Holidays to be observed and for which employees shall be paid if they work said holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

Section 5 – Steward

A Steward has absolutely no authority to call or cause any work stoppage, but he shall have the authority to detect any

violations of the terms and provisions of this agreement and to report any such violations, if found, to his Business Manager. He shall be allowed sufficient time to perform his duties. Before discharge or layoff of the Steward, the Employer shall notify the Business Manager of the Local Union.

When two (2) or more laborers are employed, the Steward shall be given the opportunity to work.

Section 6 – Access to Jobs

The Union's Business Manager, or his designee, shall have access to all jobs to which the Employer exercises control of entry.

Section 7 – Reporting for Work

A laborer who is not put to work, after initially reporting to the job upon the expressed order of an Employer shall be guaranteed four (4) hours' pay. If a laborer who, upon expressed order of an Employer, reported to the job and would be entitled to the guaranteed four (4) hours' pay, shall, if put to work and continues to work after 12:00 Noon, be guaranteed eight (8) hours' pay for such initial work day on the job, calculated at the hourly wage rate.

When a laborer is sent to a job-site from the office of the Local Union in response to a request from an Employer, the Business Manager shall furnish a slip for each laborer sent to the job. When such laborer is put to work, he shall be guaranteed four (4) hours' pay.

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

Section 8 - Job Injuries

When an employee covered by this agreement is injured on the job during his regular working hours, and reports the injury promptly to his Employer, he shall be paid for the time lost from the work day while receiving treatments in a physician's office, clinic, or hospital, if required. If on the order of a physician the employee is kept in the hospital or sent home, he shall be paid for the balance of the work day at his hourly rate of pay, provided that he presents a certificate from the physician stating that he was treated as claimed.

Section 9 - Layoffs

When a laborer is laid off, because of lack of work or job completion, or dismissed, he shall be paid in cash or check at the job. If a laborer is absent on the day he is to be laid off, and reports to work the following work day, he will be paid before 8:30 A.M. If the laborer does not appear before 8:30 A.M. on that following work day to receive his pay, the Employer shall mail the payment to the appropriate Union Hall and it must arrive at the Hall within three (3) working days. In the event of failure of the Employer to comply with this section, the laborers shall receive four (4) hours' waiting time.

If a laborer is not paid before leaving the job, he shall receive all monies due (regular pay plus four (4) hours' waiting time) within three (3) working days after layoff or dismissal. At the request of the laborer the Employer shall mail all monies due no later than midnight of the third working day. In the event of failure of the Employer to comply within three (3) working days after layoff or dismissal, the laborer shall receive four (4) hours' waiting time per day until the laborer is paid. Laborers shall be paid thirty minutes before quitting time.

Section 10 - Shift Work

When more than one (1) shift is employed, the second shift shall work seven and one-half (7 1/2) hours and shall be paid

for eight (8) hours at the regular basic hourly wage rate; the third shift shall work seven (7) hours and shall be paid for eight (8) hours at the basic hourly rate. Shift time to be made between the hours of 4:30 P.M. and 8:00 A.M., whether or not there has been a previous shift working. Where such shifts work more than the specified hours for the shift on which they are working, they shall be paid overtime at the rate of time and one-half. Shift time worked from Friday Midnight until 8:00 A.M. Saturday, shall be paid at the regular basic hourly rate. All work performed between the hours of 8:00 A.M. Saturday and 8:00 A.M. Monday shall be paid for at the rate of time and one-half. Except that all work performed on Sunday shall be paid at a rate of double time. None of the provisions of the within paragraph shall apply to the hour worked between 7:00 A.M. and 8:00 A.M., where such hour is part of the day shift.

Section 11 – Tools, Machinery and Facilities

The Employer shall furnish all necessary tools and equipment and, where practical, a suitable place shall be provided for laborers to change clothes.

Four weather gear and rubber boots shall be provided for employees, when required. The Employer shall furnish washing facilities for caisson jobs when practicable.

Section 12 – Safety Regulations

Laborers and Employers shall comply with all Federal, State and Municipal laws, rules and regulations pertaining to safety.

ARTICLE V

Section 1 – Wages

All classifications, wage rate, and fringe benefits shall be set forth in Schedule "A" attached hereto and by this reference made part hereof.

Section 2 – Foreman

When seven (7) or more laborers are employed on a job by an Employer, one (1) shall be selected by the Employer to act as Foreman. The wage rate for the Laborer Foreman shall be not less than one dollar (\$1.00) per hour more than the basic hourly rate of laborers.

ARTICLE VI**Section 1 – Pay**

All laborers covered by this agreement shall be paid weekly on the job in cash or check, when practical, in a protected place. The Employer shall have the option of withholding three (3) days' pay. Should the Employer fail to comply with this section, the employee shall receive four (4) hours' waiting time. He shall receive all monies due (regular pay and four (4) hours' waiting time) within three (3) working days after the regular payday. At the request of the employee, the Employer shall mail all monies due no later than midnight of the third working day after the regular payday. In the event of failure of the Employer to comply with such request within three (3) working days after payday, the employee shall receive four (4) hours' waiting time per day until the employee is paid. If an Employer's check is returned because of insufficient funds the Union shall have the option to require the Employer to pay in case.

Laborers shall be paid before quitting time on payday.

Section 2 – Itemized Statement

An itemized statement shall be included in pay envelope or upon check stub. Said statement shall show gross income, deductible items and the net amount. This statement or check stub is to be retained by the employee.

ARTICLE VII

Section 1 - Yard Work Rates

The classification and hourly wage rate for those laborers who are employed in the yards of the Employer, shall be as set forth in Schedule "A" attached hereto and by this reference made part hereof.

Section 2 - Yard Work Week

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

ARTICLE VIII

Section 1 - Insurance Coverage

Employers shall maintain at their sole cost and expense insurance coverage against loss by fire and/or theft for the personal effects and clothing of laborers covered by this agreement with limits of \$100.00 per laborer while such laborers are off the job site upon which they are employed. It is not intended that this coverage shall apply to the personal effects and clothing of laborers who have failed to remove same upon their discharge or voluntary termination of employment, or who have failed to place same within the shanty provided for that purpose.

ARTICLE IX

Section 1 - Bond Security for Fringe Benefits Payments

Each Employer, either through an Employer Association or independently, shall furnish a bond in the amount of Ten Thousand Dollars (\$10,000.00) of a recognized and responsible

corporate surety to guarantee or secure the faithful making of payments of fringe benefits as provided in Schedule "B" to the depository of such funds. The form of such required bond is hereto attached.

ARTICLE X

Section 1 – Health and Welfare Fund

The parties hereto agree to continue and to maintain the Health and Welfare Fund and the Industry Advancement Program established under the collective bargaining agreement between the parties hereto under date of the first day of May, 1960, in accordance with the provisions of such Health and Welfare and Industry Advancement Program as set forth in Schedule "B" attached hereto and made part hereof.

Effective May 1, 2001 through April 30, 2002 the employers shall contribute four dollars and ninety-three cents (\$4.93) per hour for each hour worked (whether regular time or overtime).

The following procedures will be applicable in the event of delinquent payments required in Articles 10, 11, 12, 13, 14, 15 and 17:

(1) Payments are due by the 10th day following the end of the payroll week which the report covers.

(2) Payments not received by the 10th day following the end of the payroll week which the report covers shall be considered delinquent.

(3) Payments made after the Delinquent Date shall accrue interest at a rate of PRIME (as set by Mid-Atlantic Bank) plus TWO.

(A) In the case of a payment due before the 15th of the month, interest on the delinquent contributions shall start accruing on the first day of the month, at a rate OF PRIME (as set by Mid-Atlantic Bank) plus TWO.

(B) In the case of a payment due after the 15th day of the month, interest on the delinquent contributions shall start accruing interest on the fifteenth day of the month, at a rate of PRIME (as set by Mid-Atlantic Bank) plus TWO.

AND, the employer will be also subject to the following actions:

(A) The District Council will have the right to withhold employees covered by this Agreement until all sums due are paid... and the employees will be paid their wages for the time lost.

(B) The Trustees shall notify the bonding company twenty (20) days after the Due Date of the Delinquency and institute suit on the Bond.

(C) The Employer will be subject to legal action if the contributions are not received by the tenth day of the second month following the month for which the contributions are due, in which case the Employer shall be liable to pay principle sums and accrued interest and liquidated damages, coast of suit and audit (if applicable) and attorneys fees.

(4) On the 16th day of each month thereafter that the contribution is not paid the employer shall pay liquidated damages in the amount of 10% of the amount of the contribution due.

If the Trustees of the respective Funds, in their discretion, determine that any employer has a satisfactory record of timely payments, the Trustees may notify such employer in writing that its payments may be made monthly. Employers granted permission to pay monthly shall be bound by the following regardless of the frequency of payments:

(1) Payments are due by the 15th day of the month following the month in which the work was performed.

(2) Payments not received by the 15th day of the month

following the month in which the work was performed shall be considered delinquent.

(3) Payments made after the delinquent date shall accrue interest at a rate of PRIME (as set by Mid-Atlantic Bank) plus TWO, from the 16th day of the month AND, the employer will be also subject to the following actions:

(A) The District Council will have the right to withhold employees covered by this agreement until all sums due are paid... and the employees will be paid their wages for the time lost,

(B) The Trustees shall notify the bonding company twenty (20) days after the Due Date of the Delinquency and institute suit on the Bond.

(C) The Employer will be subject to legal action if the contributions are not received by the tenth day of the second month following the month for which the contributions are due, in which case the Employer shall be liable to pay principal sums and accrued interest and liquidated damages, cost of suit and audit (if applicable) and attorneys fees.

(4) On the 16th day of each month thereafter that the contribution is not paid the employer shall pay liquidated damages in the amount of 10% of the contribution amount due.

Each employer, shall, within ten (10) days after the end of each payroll week or if GRANTED PERMISSION within fifteen (15) days following the month in which the work was performed, transmit to said depository, a report containing (1) the names and Social Security numbers of the Persons to whom this Agreement is applicable, who have been in the employ of the Employer during such payroll week or month for which wages or any type compensation are payable under this Agreement; (2) such other information as the Board of Administration of the "various Laborers' District Council Benefit Funds" hereinafter provided for, may reasonably require for the proper administration of said Funds.

Each Employer shall also, upon request of any agent or designee of the Board of Administration, permit such agent during regular business hours to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees, hours worked by employees monies withheld from employees for taxes paid on account of employees, and all other records relevant to, and of assistance in determining whether the Employer's obligations thereunder to make payments to the Depository have been faithfully performed.

If such inspection and/or audit results in a delinquency in excess of ten percent (10%) of the total amount of the contributing employer's Plan contribution, as indicated from the reports submitted by the Employer and the amounts said Employer paid to the Fund for the period in which the delinquency arose, the delinquent employer shall also be obligated to pay the cost of the audits.

Section 2 – Industry Advancement Program

The Employer agrees, commencing May 1, 2001, to pay into such fiscal agent selected by the Philadelphia General Building Contractors Association, Inc. a contribution of twenty-five cents (\$.25) per hour for each hour worked by each laborer (including foreman). Contributions shall be subject to increase or decrease as determined by the Philadelphia General Building Contractors Association, Inc.; provided, however, that Employers shall notify the Union at least thirty (30) days in advance in writing of any such changes. The contributions comprising this Fund shall be administered by the Philadelphia General Building Contractors Association, Inc. and shall be used in payment of the operating costs of such Association including, but not limited to, the expenses incurred in connection with the promotion of stability of relations between labor and management, the Association's costs of collective bargaining, costs of representation in the adjustment of grievances and in arbitration, fees of arbitration, secretarial costs, counsel fees, conducting safety campaigns, research programs and such other matters as will be beneficial to the industry at large. No Employer or employee shall have

any interest, proprietary or otherwise, in said contributions and/or the assets of said Fund.

ARTICLE XI

Section 1 – Pension and Annuity Fund

The parties herein have agreed to a Pension Fund for the benefit of all employees covered by this agreement, contribution to which were effective as of May 1, 1962. The said Pension Fund is to continue under the terms, covenants and conditions as more specifically set forth in Pension Trust Agreement marked Schedule "C" attached hereto and made part thereof.

Effective May 1, 2001 and for the period May 1, 2001, through April 30, 2002, the Employers shall contribute six dollars and sixty-three cents (\$6.63) per hour for each hour worked (whether regular time or overtime).

ARTICLE XII

Section 1 – Prepaid Legal Services Plan

The prepaid herein have agreed to a Prepaid Legal Services Plan for the benefit of all employees covered by this agreement, contributions to which are effective as of November 1, 1983. The said Prepaid Legal Services Plan is to continue under the terms, covenants and conditions as more specifically set forth in Prepaid Legal Services Plan Trust Agreement marked Schedule "E" attached hereto and made part thereof.

Effective May 1, 2001 and for the period May 1, 2001 through April 30, 2002 the Employers shall contribute thirty cents (\$.30) per hour for each hour worked (whether regular time or overtime).

ARTICLE XIII

Section 1 – Education and Training Fund

The parties herein have agreed to an Education and Training

Fund for the benefit of all employees covered by this agreement, contributions to which were effective as of May 1, 1980. The said Education and Training Fund is to continue under the terms, covenants and conditions as more specifically set forth in Education and Training Trust Agreement marked Schedule "F" attached hereto and made part thereof.

Effective May 1, 2001 and for the period May 1, 2001 through April 30, 2002 the Employers shall contribute fifty-six cents (\$0.56) per hour for each hour worked (whether regular time or overtime).

ARTICLE XIV

Section 1 – Political Action Committee

Effective May 1, 2001 each employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions, a contribution to the Laborers' District Council Political Action Committee in the amount of ten cents (\$0.10) for each hour worked.

Section 2

Each such Employer shall, within ten (10) days after the end of each Payroll Week, transmit to the Depository as defined in this Agreement amount deducted during such Payroll Week pursuant to this Article, together with the Employer's report of deductions, which report shall be on the same form as is used by the Employer for reporting payments due by the Employer as contributions made to the Health and Welfare and Pension Fund.

ARTICLE XV

Section 1 – Laborers-Employers Cooperation and Education Trust

Effective May 1, 2001, the Employers shall pay eighteen cents

(\$.18) per hour for each hour worked (whether regular time or overtime) to the Laborers-Employers Cooperation and Education Trust. The said Laborers-Employers Cooperation and Education Trust is to continue under the terms, covenants and conditions as more specifically set forth in the Laborers-Employers Cooperation and Education Trust Agreement marked Schedule "G" attached hereto and made a part hereof.

ARTICLE XVI

Section 1 - Grievance Procedure

The following shall be the procedure to be followed with respect to all disputes of any nature whatsoever which may arise between the parties hereto or their individual members:

- (i) If the dispute affects or arises on a particular job or operation, an attempt shall be made to settle it by discussion between the Foreman and/or Superintendent on the job or operation, on the one hand, and the Local Union's Business Manager for the area in which the job or operation is located, on the other hand.
- (ii) If the discussion provided for in paragraph (i) above is not held, or if it does not result in settlement of the dispute within one business day, an attempt shall be made to settle the dispute by discussion between the Employer and/or the Superintendent on the job or operation, on the one hand and the Council's Business Manager, or his designee, on the other hand.
- (iii) If the discussion provided for in paragraph (ii) above does not result in settlement of the dispute within one business day, or if the dispute affects or involves more than one job or operation, an attempt shall be made to settle the dispute by discussion between the Business Manager of the Council, on the one hand, and the Executive Director of the Association, or his designee, on the other hand. If such discussion does not result in

settlement of the dispute within one business day, and either Council or the Association desires further action respecting such dispute, such further action shall be arbitration in the manner hereinafter set forth.

- (iv) The Council or the Association, which ever decides that there shall be further action on the dispute, shall notify the other in writing by registered mail of its intention to submit the dispute to arbitration, and shall, simultaneously, file with the arbitration and shall, simultaneously, file with the American Arbitration Association a written demand for arbitration of said dispute, whereupon an arbitrator shall be appointed in accordance with the then prevailing rules of the *Labor Arbitration Tribunal of said American Arbitration Association*, except that if the parties hereto fail to agree upon any of the persons named in the first list submitted by said Association to the parties or if those named in said list decline or are unable to act, and if for any other reason the appointment cannot be made from such first submitted list, said American Arbitration Association shall send a second list of names of persons chosen from the Association's Panels, and thereafter proceed in accordance with its rules aforesaid. The arbitrator thus appointed shall hold hearings as promptly as may be and shall render his award in writing and such award shall be final and binding upon the Council and the Association and upon their respective principals or members. The arbitrator's fees and expenses and the fees of the American Arbitration Association shall be shared equally by the Council and the Association. No dispute, disagreement or question, shall result in any strike, slowdown, stoppage, abandonment of the work, or lockout, pending the completion of all procedures, including arbitration, provided for in this Article XII.

Section 2 – Non Payment of Fringe Contributions

Anything to the contrary hereinbefore contained

notwithstanding, the Union may elect not to follow the procedure for settlement of disputes set forth in Section 1 of this Article XII in respect of claims or disputes arising out of alleged failure of an employer or other employee to comply with any of the provisions of Article X, Article XI, XII or XIII.

Section 3 – Delinquent Employers

In the event that the Union elects not to follow the procedure set forth in Section 1 of this Article XII for the settlement of claims or disputes arising out of an alleged failure by an Employer or other employer to comply with any of the provisions of Article X, Article XI, XII or XIII, and instead removes employees covered by this agreement from such delinquent Employer or other delinquent employer then the delinquent Employer or other delinquent employer shall be obligated to pay the wages and fringe benefit contributions of such employee or employees so removed until such time as the delinquent reports and/or payments, if due, have been made.

ARTICLE XVII

Field Dues Check-Off

Section 1.

Each Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions, a field dues check-off in the sum of one dollar fifteen cents (\$1.15) for each hour worked (whether regular time or overtime) for which wages or compensation (including compensation for reporting time as required by Article IV, Section 7 hereof) are paid by the Employer to said employees.

Section 2.

The employer shall require all employees to sign legal authorization for such deductions at the time of hiring.

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

ARTICLE XVIII

Section 1 – Pre-Job Conference

Upon written notice by either party to the other requesting a pre-job conference on projects exceeding 5 million dollars in value, such conferences shall be mandatory and arranged for between the parties within a reasonable time prior to the commencement of the job.

ARTICLE XIX

Section 1 – Miscellaneous

Any other Employer Association, or an Employer employing laborers within the territorial jurisdiction covered by this collective bargaining agreement may become a party hereto and be bound by the provisions hereof, without becoming a member of the *General Building Contractors Association, Inc.* by the execution of a counterpart of this Agreement.

ARTICLE XX

Section 1 – Alcohol and Drugs

As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Association cooperatively agree that the Employer shall have the right to implement a Drug and Alcohol Testing Program as hereinafter provided.

1. Policy Statement – The parties recognized the problems

created by drug and alcohol abuse and the need to develop a prevention program. The Company and the signatory Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its employees and to provide assistance to Employees who have or may have a drug/alcohol problem or dependency.

2. Definitions

- A. Company Premises** – The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or use by the Company. Construction jobsites for which the Company has responsibility are included.
- B. Prohibited Items and Substances** – Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job. Regardless of anything herein to the contrary, prescription drugs and devices as currently prescribed by a licensed physician, dentist or podiatrist shall be exempt.
- C. Employees** – Individuals, who perform work for the Company including but not limited to management, supervision, engineering, craft workers, and clerical personnel.
- D. Accident** – Any event resulting in injury to a person or property to which an employee, or contractor/contractor’s employee, contributed as a direct or indirect cause.
- E. Incident** – An event which has all the attributes of an accident, except that no harm was caused to person or property.

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

3. Confidentiality

- A.** All actions taken under this policy and program will be confidential and disclosed only to the necessary personnel who may be notified as to the employee's medical disqualification, or with the express consent of the employee.
- B.** When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- C.** Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- D.** Copies of all documents – including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms – shall be delivered to the donor.

4. Rules – Disciplinary Actions – Grievance Procedures

A. Rules – all employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- (1) Use, possess, dispense or receive prohibited substances on or at the jobsite; or
- (2) Report to work impaired or with an impermissible amount

of prohibited substances in their systems.

B. Discipline – When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be immediately reinstated with back pay. If the employee is not suspended but is required to miss time from work for the administration of the test, and the test results are negative, the employer will pay the employee for four (4) hours of work. In other cases:

- (1) Applicants testing positive for drug and alcohol use will not be hired.
- (2) Employees who refuse to cooperate with testing procedures will be immediately suspended and reviewed for termination.
- (3) Employees found in possession of Prohibited Items and Substances on or about the Company premises will be terminated.
- (4) Employees found selling or distributing Prohibited Items and Substances on or about the Company premises will be terminated.
- (5) Employees found under the influence of alcohol while on duty, or while operating a Company vehicle, will be subject to termination.

C. Prescription Drug – Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult the employee and his physician to determine if a reassignment of duties is necessary.

Should it be determined by the employee's physician and the Company that the ingestion of the prescribed medication will affect the employee and other employees, to the degree there exists a safety hazard to the employee or other employees, the Company, the Union and the employee will confer to attempt to accommodate the work assignment. The Company will attempt to accommodate the employee's needs by making an appropriate reassignment. However, if with a reasonable degree of medical certainty, the employee is not fit to perform the work assignment, and a reassignment is not possible at that time, the employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

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

5. Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the Company will find it necessary to conduct drug and alcohol testing. While "random" testing will not be performed as part of this policy and program, it may be necessary to require testing under the following conditions.

- A.** A pre-employment drug and alcohol test may be administered to all applicants for employment. After employment has commenced, an employee may be tested only for reasonable cause.
- B.** A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence of a Prohibited Item or Substance, or is or has been under such influence while on the job, or has violated the drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his or her on-site representative to be present.
- C.** Testing may be required if an employee is involved in a

workplace accident and if there is reasonable cause to believe that drugs or alcohol may have contributed to the happening of the accident.

- D. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, of up to a year period.
- E. Employees may also be tested on a voluntary basis. The company will bear the costs of all testing procedures.
- F. Each employee, if required to be tested, will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the Company will be terminated.
- G. Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only.

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

An employee will not be required to sign a consent and chain of custody form, however, he or she may do so, if desired. An employee may revoke his or her decision to sign a consent form authorizing the test at any time.

7. Appeal of Drug Testing Results

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

8. Rehabilitation

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notified a supervisor that he or she may have a substance abuse problem, the Company will assist in advising the employee regarding medical benefits which may be available under the Company or Union health and welfare/ insurance program.

If treatment necessitates time away from work, the Company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated in his or her former employment status, if work for which he or she is qualified exists.

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

9. Union/Employer Policy

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

ARTICLE XXI

Section 1 – Apprentice Program

Upon receipt of proper governmental approval, the parties agree to institute an apprenticeship program.

ARTICLE XXII

Section 1 – Termination of Agreement

This agreement shall remain in full force and effect from the

date hereof until the 30th day of April 2004 and shall be automatically renewed from year to year thereafter unless either party shall give notice in writing to the other party ninety (90) days prior to any expiration date of intentions to terminate the agreement or to request changes in the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto, intending to legally bind themselves, their heirs, successors and assignees, do hereby set their hands and seals the day and year first mentioned.

**GENERAL BUILDING CONTRACTORS
ASSOCIATION, INC.**

By: James F. Sassaman

Date: 5/1/01

CONCRETE CONTRACTORS ASSOCIATION

By: Anthony J. Samango, Jr.

Date: 5/1/01

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

By: Wade H. Stevens, Jr.

Date: 5/1/01

SCHEDULE "A"
CLASSIFICATIONS & HOURLY WAGE RATES

CLASSIFICATION:	<u>5-1-01</u>	<u>5-1-02</u>	<u>5-1-03</u>	<u>5-1-04</u>
		+\$1.45*	+\$1.45*	+\$1.45*
Stripping & Dismantling				
Concrete form Work	\$19.35	"	"	"
Loading, Unloading, Carrying & Handling of all Reinforced				
Steel & Steel Mesh	\$19.35	"	"	"
Handling Lumber and other				
Building Materials	\$19.35	"	"	"
Operating Jackhammers, Paving Breakers & all other				
Pneumatic Tools	\$19.35	"	"	"
Building Scaffolds	\$19.35	"	"	"
Raking, Shoveling &				
Tamping of Asphalt	\$19.35	"	"	"
Spading & Concrete Pit Work	\$19.35	"	"	"
Grading	\$19.35	"	"	"
Form Pinning	\$19.35	"	"	"
Shoring	\$19.35	"	"	"
Demolition Except Burners	\$19.35	"	"	"
Laying Conduits and Ducts	\$19.35	"	"	"
Sheathing	\$19.35	"	"	"
Lagging	\$19.35	"	"	"
Laying Non-Metallic Pipe & Caulking	\$19.35	"	"	"
Mason Tender	\$19.45	"	"	"
Power Buggies	\$19.45	"	"	"
Burners on Demolition	\$19.45	"	"	"
Powdermen	\$19.65	"	"	"
Wagon Drill Operator (single)	\$19.50	"	"	"
Wagon Drill Operator (multiple)	\$19.65	"	"	"

**To Be Divided Between Wages and Fringe Benefits*

SCHEDULE "A" (continued)
CLASSIFICATIONS & HOURLY WAGE RATES

CLASSIFICATION:	<u>5-1-01</u>	<u>5-1-02</u>	<u>5-1-03</u>	<u>5-1-04</u>
		+\$1.45*	+\$1.45*	+\$1.45*
Circular Caissons Excavation: Where excavations for Circular Caissons are dug eight (8) feet or more below the natural grade level adjacent to the starting point if the caisson hole, the rate shall apply at the ground level				
				\$19.65
Caisson Bottom Man				\$19.75
Caisson Foreman				\$20.65
Underpinning Excavation: Where an underpinning excava- tion is dug eight (8) feet or more below the natural grade, or where an excavation for a pier hole of five (5) feet square or less and eight (8) feet or more deep is dug, the rate shall apply only when a depth of eight (8) feet is reached				
				\$19.65
Yard Workers				\$19.49
All Other Types Of Laborers				\$19.35
Pouring Concrete				\$19.35
Operating Vibrator				\$19.35

**To Be Divided Between Wages and Fringe Benefits*

SCHEDULE "A" (continued)
CLASSIFICATIONS & HOURLY WAGE RATES

CLASSIFICATION:	<u>5-1-01</u>	<u>5-1-02</u>	<u>5-1-03</u>	<u>5-1-04</u>
		+\$1.45*	+\$1.45*	+\$1.45*
Free Air Tunnels:				
Miners	\$19.35	"	"	"
Welders & Burners	\$21.15	"	"	"
Miners Bore Driver	\$20.90	"	"	"
Blasters	\$20.90	"	"	"
Drillers	\$20.90	"	"	"
Pneumatic Shield Operators	\$20.90	"	"	"
Miners Helper	\$20.75	"	"	"
Form Setters	\$20.75	"	"	"
Trackmen	\$20.60	"	"	"
Brakemen	\$20.60	"	"	"
Groutmen	\$20.60	"	"	"
Bottom Shaft Men	\$20.60	"	"	"
All Other Men in Free Air Tunnels	\$20.60	"	"	"

**To Be Divided Between Wages and Fringe Benefits*

SCHEDULE "B"
REGARDING THE
ESTABLISHMENT AND ADMINISTRATION
OF THE
WELFARE FUND
AND
THE INDUSTRY ADVANCEMENT
PROGRAM

SCHEDULE "C"

TRUST AGREEMENT

BETWEEN

**THE GENERAL BUILDING CONTRACTORS
ASSOCIATION, INC.**

**THE CONTRACTORS ASSOCIATION OF
EASTERN PENNSYLVANIA**

AND

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

REGARDING

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

SCHEDULE "D"

TRUST AGREEMENT

BETWEEN

**THE GENERAL BUILDING CONTRACTORS
ASSOCIATION, INC.**

AND

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

REGARDING

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

SCHEDULE "E"

TRUST AGREEMENT

BETWEEN

**THE GENERAL BUILDING CONTRACTORS
ASSOCIATION, INC.**

**THE CONTRACTORS ASSOCIATION OF
EASTERN PENNSYLVANIA**

AND

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

REGARDING

**THE ESTABLISHMENT AND
ADMINISTRATION OF THE
LABORERS' DISTRICT COUNCIL
PRE-PAID LEGAL SERVICES PLAN**

SCHEDULE "F"

TRUST AGREEMENT

BETWEEN

**THE GENERAL BUILDING CONTRACTORS
ASSOCIATION, INC.**

**THE CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA**

AND

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

REGARDING

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

SCHEDULE "G"

TRUST AGREEMENT

BETWEEN

**THE GENERAL BUILDING CONTRACTORS
ASSOCIATION, INC.**

**THE CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA**

AND

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

REGARDING

**THE ESTABLISHMENT AND
ADMINISTRATION OF THE
LABORER'S AND EMPLOYER'S
LABORERS' DISTRICT COUNCIL
COOPERATION AND EDUCATION
TRUST AGREEMENT**

**EMPLOYER'S ACCEPTANCE OF AGREEMENT
BETWEEN THE
GENERAL BUILDING CONTRACTORS
ASSOCIATION
AND THE
LABORERS' DISTRICT COUNCIL OF
THE METROPOLITAN AREA OF
PHILADELPHIA AND VICINITY**

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

Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

Signature for Company:

(Officer, Owner or Partner)

(Date)

Printed Name: _____

(Officer, Owner or Partner)

Signature for Laborers' District Council:

(Name/Title)

(Date)