Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/)

Title: **Contractors' Association of Eastern Pennsylvania and Central Pennsylvania Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), International Brotherhood of Teamsters (IBT) Locals 229, 401, 771, 773, 776, 764, 430, 429, 529, Laborers International Union of North America (LIUNA) Heavy & Highway Construction Workers Local 158 (2000)**

K#: **8811**

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

Location: **PA Eastern**

Union: **Central Pennsylvania Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBT), Laborers International Union of North America (LIUNA)**

Local: **229, 401, 771, 773, 776, 764, 430, 429, 529 (IBT), 158 (LIUNA)**

SIC: **1620**

NAICS: **23622**

Sector: **P**

Number of Workers: **1500**

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

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

Number of Pages: **60**

Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

K8811
1,500 workers

60 pp.

AGREEMENT

By and Between

THE CONTRACTORS ASSOCIATION OF PENNSYLVANIA

and the

CENTRAL PENNSYLVANIA REGIONAL COUNCIL OF CARPENTERS

affiliated with the

United Brotherhood of Carpenters and Joiners of America

and the following TEAMSTERS' LOCAL UNIONS, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America: LOCAL 229, Scranton, PA; LOCAL 401, Wilkes-Barre, PA; LOCAL 771, Lancaster, PA; LOCAL 773, Allentown, PA; LOCAL 776, Harrisburg, PA; LOCAL 764, Milton, PA; LOCAL 430, York, PA; LOCAL 429, Reading, PA; LOCAL 529, Elmira, NY.

and

HEAVY & HIGHWAY CONSTRUCTION WORKERS LOCAL 158, Harrisburg, PA, Affiliated with the Laborers' International Union of North America.

May 1, 2000 thru April 30, 2004

29-County Agreement
between
THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA
and
CARPENTERS, LABORERS and TEAMSTERS

-INDEX-

		Page
ARTICLE I		
Sec. 1, 2	Purpose	2
ARTICLE II		
Sec. 1, 2	Definition	3
Sec. 3	Successor Clause	3
ARTICLE III		
Sec. 1	Manning	3
Sec. 2	Work/Pay Standard	4
Sec. 3a	Discharge for Cause/Safety	4
Sec. 3b	Manning	4
Sec. 4	Safety	4
Sec. 5	Territorial Jurisdiction	5
Sec. 6, 7	Understanding	5
Sec. 8	Steward	5
Sec. 9, 10	Federal/State Legislation Provisions	6
Sec. 10 & 11	Work Jurisdiction	6
ARTICLE IV		
Sec. 1	Union Membership Requirement	7
Sec. 2	Hiring/Discharge on Union Request	7
Sec. 3	Non-Discrimination	7
ARTICLE V		
Sec. 1	Work Classification	7
Sec. 2	Work Week	8
Sec. 3	Rates of Wages	8
Sec. 4	Time Not Worked	8
Sec. 5	Zone Pay Rates	8
Sec. 6	Pay Stubs	8

Sec. 7	Coordinated Workforce	8
Sec. 8	Toxic/Hazardous Waste Removal	9
ARTICLE VI		
Sec. 1	Work Day/Week	9
Sec. 2	Holidays Recognized & Pay Rate	9
Sec. 2a	Voting Time	10
Sec. 3	Show-Up Time	10
Sec. 4	Overtime Rates	10
Sec. 4a	Four Ten Hour Work Day Schedule	10
Sec. 5	Multiple Shift Work	12
Sec. 6	Foul Weather Rain Gear	12
ARTICLE VII		
Sec. 1, 2, 3	Pay Requirements	12
ARTICLE VIII		
Sec. 1, 2	Arbitration	12, 13
ARTICLE IX		
Sec. 1, 2a	Arbitration Decision	13
Sec. 2b, 2c 2d	Arbitration Board Selection/Representation	13,14
Sec. 3a, 3b, 3c	Arbitration Procedures	14
Sec. 4a, 4b	Arbitration Procedures	14,15
ARTICLE X		
	Subcontracting	15
ARTICLE XI		
Sec. 1, 2	Term of Agreement	15
Sec. 3	Wage Rates & Fringe Benefit Contributions	15
Sec. 4	Termination Notice.	16
Sec 5	Delaware River Basin Compact	16
ARTICLE XII		
	Favored Nation Clause	16
ARTICLE XIII		
Sec. 1	Statement of Policy	16
Sec. 2	Schedule of Labor Rates	16
Sec. 3	Schedule of Labor	17

CARPENTERS

Wage Rates 19
Pension Fund 20
Annuity Fund 20
Health & Welfare 21
Apprentice Fund 21
Delinquency 21
Dues Supplement Check-off 22
Consolidated Reporting 22
Apprentices 23
Layout 24

LABORERS

Wage Rates 27, 28, 29, 30
Work Jurisdiction 31
Health Welfare Fund 32
Pension Fund and Annuity 33
Key Employees 35
Trust Agreements 36
Dues Supplement Check-Off 37
Laborers Political League Check-Off 38
Laborers District Council of Eastern PA Education
Training Fund 38
Laborers Employers Cooperation Education Trust 39

TEAMSTERS

Wage Rates 40, 41, 42, 43, 44, 45, 46
Conditions 47
Health Welfare Fund 50
Pension Fund 51

AGREEMENT

Effective:
May 1, 2000 through April 30, 2004

This Agreement entered into this 30th day of April between the CONTRACTORS' ASSOCIATION OF EASTERN PENNSYLVANIA, hereinafter called the "EMPLOYER" and THE CENTRAL PENNSYLVANIA REGIONAL COUNCIL OF CARPENTERS, affiliated with the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, the following TEAMSTERS' LOCAL UNIONS, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, LOCAL 229, SCRANTON, PA., LOCAL 401, WILKES- BARRE, PA., LOCAL 771, LANCASTER, PA., LOCAL 773, ALLENTOWN, PA., LOCAL 776, HARRISBURG, PA., LOCAL 764 MILTON, PA., LOCAL 430 YORK, PA., LOCAL 429, READING, PA., LOCAL 529, ELMIRA, N.Y., & HEAVY & HIGHWAY CONSTRUCTION WORKERS LOCAL 158 HARRISBURG, PA., affiliated with the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter designated as the "UNIONS."

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

It is also understood that the above-named Unions are acting only as Agent in the negotiations of this

contract and that it is the Agent for those Local Unions and District Councils affiliated therewith; in no event shall the Unions be bound as principal or be held liable in any manner for any breach of this contract by any of the said affiliated Local Unions or District Councils for whom they are acting. It is further agreed and understood that the liabilities of the Local Unions or District Councils shall be several and not joint.

It is further understood that no liability shall arise on the part of either the contractors above referred to, or the Local Unions or District Councils above referred to, by reason of any unauthorized act by any employee of said contractors, Local Unions, or District Councils, unless and until such unauthorized act is brought to the attention of the party affected and that party is given a reasonable opportunity to correct said act or ratify same.

ARTICLE I

Section 1. The purpose of this Agreement is to determine the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the contractors may have sufficient capable workmen and the workmen may have as much continuous employment as possible, without interruption by strikes, lockouts, or other labor-management troubles.

Section 2. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the EMPLOYER and the UNIONS during the term of this Agreement and any renewal thereof.

This Agreement may be modified by mutual consent in writing by the parties hereto.

ARTICLE II

Section 1. "Contractor," where used in this Agreement, means any contractors engaged in (1) "Heavy Construction and Railroad Contracting," or (2) "Highway Construction" work, but does not mean or include any contractor engaged in "Building Construction," except for site work including earth and stone work on building projects.

It is understood that the superstructures of sewage disposal plants, filtration plants and pumping stations shall be classed as Building Construction.

Section 2. Workmen shall not include engineering, clerical employees, timekeepers, guards, superintendents, mechanical superintendents and assistant superintendents.

Section 3. This Agreement shall be binding upon each employer, his or its successors, administrators, executors and assigns.

ARTICLE III

Section 1. It is customary practice for certain workmen to work exclusively for a given contractor. Workmen shall be free to select the contractor for whom they desire to work and the contractor shall be free to select the workman members of the Unions whom he desires to employ, subject to ARTICLE IV.

When the contractor desires to hire additional members of the various crafts at any time, preference will be given to the local union involved. The local union shall have 48 hours in order to supply the

contractor. When a local union does not furnish qualified workmen within 48 hours, Saturday, Sunday and Holidays excluded, the contractor shall be free to obtain workmen from any source.

Section 2. Workmen are to be paid the wages applicable to the work performed without any discount, and in return the contractors are to receive a fair and honest day's work without any slowing down or stoppage of work.

Section 3a. The Contractor may discharge any workman for just cause, whose work is unsatisfactory or who fails to observe the safety precautions, or other rules and regulations prescribed by the contractor for the health, safety and protection of his workmen. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement.

Section 3b. The number of men to be employed is also at the sole discretion of the contractor, and the fact that certain classifications and rates are established does not mean that the contractor must employ workmen for any one or all such classifications or to man any particular piece of plant that happens to be on the work unless the contractor has need for such plant. However this does not relieve the contractor from the responsibility of properly manning any piece of equipment that is placed in operation. The UNIONS signing this Agreement will be the sole bargaining representatives for all workmen employed on the work covered by this Agreement.

Section 4. A contractor shall not be hindered or prevented in using any type or quantity of safe machinery, tools or equipment. Members of the Union and the Employer shall comply with all safety measures

required under City, County, State and Federal Safety Rules and Regulations.

Section 5. This Agreement shall govern all "Heavy, Highway and Railroad Construction" work which any contractor performs in the following counties of Pennsylvania:

Adams	Juniata	Monroe	Snyder
Berks	Lackawanna	Montour	Sullivan
Bradford	Lancaster	Northampton	Susquehanna
Carbon	Lebanon	Northumberland	Tioga
Columbia	Lehigh	Perry	Union
Cumberland	Luzerne	Pike	Wayne
Dauphin	Lycoming	Schuylkill	Wyoming
			York

* FOR THE CARPENTERS, LEHIGH & NORTHAMPTON COUNTIES ARE EXCLUDED.

Section 6. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not mentioned or referred to herein or in the schedule of labor made a part hereof will be of any force or effect upon any party hereto.

Section 7. The UNIONS shall select representatives who will confer with the EMPLOYER on all matters pertaining to this Agreement.

Section 8. The authorized representatives of the Unions may visit jobs during working hours, but must not hinder or interfere with the progress of the work. The Business Manager or Field Representatives shall have the right to appoint a working Shop Steward from his craft. It shall be the responsibility of the contractor to keep the Steward informed of all workmen employed

on the job and it shall be the duty of the Steward to examine the union credentials of all workmen of his trade. He shall also be allowed sufficient time to perform his duties.

When the Shop Steward is appointed on the job, he shall be the last man employed on the job.

A Steward shall have absolutely no authority to call or cause a work stoppage.

Should any violation of any nature arise, it is the Steward's duty to report same to his Field Representative.

The contractor shall notify the Local Unions of the proposed start of work, not less than 48 hours before commencing construction.

Section 9. The provisions of this Agreement shall be subject to any changes as mutually agreed to or made necessary by reason of enactment of Federal or State Legislation.

Section 10. If a contractor enters into a contract with the United States or the State or political subdivision thereof, for the performance of any public or semi-public work, it is understood that any provisions of this Agreement which are at variance with the provisions of such contract shall be considered to be modified or eliminated in order to conform to the provisions of such contract, provided, however, that this shall not apply so as to reduce any rates of pay scheduled in this Agreement, unless all the parties hereto shall agree in writing to such reduction in wages or modifications of working conditions.

Section 11. This Agreement is not to apply to any operations or business in which any contractor engages.

except his Heavy Construction and Railroad Contracting work or Highway Construction Work.

ARTICLE IV

Section 1. The Contractors agree that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants because of membership or non-membership in the Unions. Each employee shall, as a condition of employment, thereafter, become and remain a member of the Union for the term of his employment on and after the 8th calendar day after his employment by a contractor or contractors in the area covered by this Agreement.

Section 2. The hiring of new workmen and the discharging of employees upon the request of the Unions, shall be in accordance with the National Labor Management Relations Act of 1947 and amendments thereto.

Section 3. No employee or applicant for employment, shall be discriminated against by reason of race, religion, color, sex, age, or national origin.

ARTICLE V

Section 1. All workmen employed under this Agreement shall be classified in accordance with schedule of labor and no other classifications of labor of any kind will be recognized. Any questions relative to the classification of a workman will be settled by a contractor and the Union Representatives, and if they are unable to reach a mutual decision, the matter shall be referred to the decision of the Arbitration Board. The Contractor may classify such workmen pending the final decision of the Arbitration Board.

Section 2. Hourly rates of wages for each classification of labor are also set forth in the Schedule of Labor. The hourly rates are based on a forty (40) hour week unless modified by Legislative requirements or contract requirements of Governmental Agencies.

Section 3. The rates of wages set forth in the Schedule of Labor will apply to all work and every workman covered by this Agreement, except as modified by ARTICLE XI, Section 3.

Section 4. No payment is to be made for time not worked except provided under ARTICLE VI, Section 3, ARTICLE VI, Section 4a., and ARTICLE VII, Section 2.

Section 5. In case there is a job or operation extending into two zones the rate of pay for the entire operation shall be that of the zone commanding the highest wage scale.

Section 6. On each pay envelope or detachable pay stub shall be specified the pay period, the name of the Employer, the hours worked and all itemized deductions. If the employee is paid by cash, his name shall appear on the pay envelope.

Section 7. The employer shall make every effort to maintain work assignments within traditional craft jurisdictional lines. On any job where the total contract or subcontract value of the work performed under the terms of this agreement is five million ($5,000,000.00) or less, the employer will be granted additional flexibility in assigning work. An employer may assign work to a qualified individual employee outside of his normal and traditional craft jurisdiction. Employees will be required to perform such work when assigned. In the performance of such work, the employee shall be

compensated for all time worked at the normal craft wage rate for the task performed provided, however, that the wage rate paid shall not be less than the employee's appropriate craft wage rate. At no time shall more than five (5) employees be assigned work outside of their craft jurisdiction on any job. Fringe benefit contributions will be remitted to the employee's traditional craft benefit funds at the traditional rates.

Section 8. All Toxic/Hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

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

ARTICLE VI

Section 1. On all work, other than that sponsored by a Governmental Agency, wherein the hours of work are specified, the normal work day shall consist of eight (8) continuous hours, exclusive of lunch time, during any twenty-four (24) hour period, and the normal work week shall consist of forty (40) hours. If an employee has not been given his half-hour lunch break, he is to be paid time and one-half for the one-half hour lunch period which he has been working. While work is proceeding, he shall be allowed time to eat, as the work allows, during the first six hours.

Section 2. All work on the following holidays: Memorial Day, Independence Day, Thanksgiving Day,

Christmas Day and New Year's Day, shall be paid for at the rate of double time. Holidays observed shall be celebrated in accordance with the designated set forth in the "Federal Monday Holiday Act".

No work on Labor Day unless to protect property and life and in such cases the rate shall be paid for at double time. Time lost on Holidays may not be made up at the straight time on Saturdays or over eight (8) hours Monday through Friday.

Section 2a. No employee shall be refused sufficient time off from his work on National and State Election Days in order that he may exercise his right to vote. This shall in no way act to the prejudice of such employees.

Section 3. When the Contractor orders an employee through the Unions and the employee appears on the job, shift or work at the time ordered with a card from Headquarters showing that the employee came to fill the request, the employee must be put to work or paid no less than two (2) hours time, unless otherwise provided for in the Schedule of Labor.

Each employee shall be guaranteed a minimum of one (1) hour when reporting for work. If started to work, the employee shall be paid a minimum of two (2) hours.

Section 4. All work performed by any employee over nine (9) hours in one day, or forty (40) hours in any week, Monday through Saturday, shall be paid at the rate of time and one-half. All work performed on Sunday shall be paid for at the rate of double time.

Section 4a. Four Ten Hour Day Work Schedule - Contractors may institute a four day work week of ten (10) hours per work day without incurring overtime where such work week is not prohibited by the Federal

Contract Work Hours and Safety Standards Act or any other federal or state laws or regulations or job contract conditions.

In such event time and one-half (1 1/2) will be paid for all work in excess of ten (10) hours per day and forty (40) hours per work week. 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) then time worked on Friday and Saturday as make-up time shall be on straight time basis. In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled.

Any employee hired on any day of the week Monday through Friday, and who does not lose any time from the day of his or her initial hire until Friday and/or Saturday, shall receive time and one-half (1 1/2) the regular rate of wages for Friday and/or Saturday if the job is working more than the forty (40) hour schedule on that day, and time and one-half (1 1/2) is being paid.

Holidays occurring on any day of the week from Monday through Thursday shall be considered as a day worked.

Any employee who on his own accord is absent from work on any day of the week from Monday through Thursday, then such employee if he works on Friday and/or Saturday of the week during which the absence occurs, shall be paid at straight time wages; provided, however, that any work in excess of ten (10) hours on Friday and/or Saturday shall be paid at time and one-half (1 1/2) the regular rate of wages in any event.

The contractor shall give notice of not less than five (5) working days when reverting to eight (8) hours per day and forty (40) hours per week.

For all time worked on Sundays and those Holidays listed in this Agreement, the employees shall be paid the rate as provided in this Agreement.

Section 5. Multiple Shift Work - The EMPLOYER shall have the option of establishing multiple shifts which will best suit the job, or operation. There will be no wage rate differentials for multiple shift work.

Section 6. When employees are required to work in foul weather, foul weather rain gear shall be provided by the employer. Foul weather rain gear will remain the property of the employer and shall be returned to the employer.

ARTICLE VII

Section 1. All wages shall be paid weekly to workmen.

Section 2. If a workman is permanently laid off or discharged, he must be paid within one (1) hour of time of discharge and shall be paid straight time for any time his is required to wait beyond such one (1) hour. This shall be construed to apply to normal working hours.

Section 3. If a workman quits of his accord he shall wait for his pay until the next regular pay day.

ARTICLE VIII

Section 1. Should differences of any kind arise between any contractor and the Unions or members thereof, it is specifically agreed that there will be no lockouts, strikes, or stoppage of any work of any sort and all grievances and complaints which the parties involved are unable to adjust shall be submitted to the

Arbitration Board for settlement. Violations of payment or rates of pay and overtime work, as provided in this Agreement, shall not be considered as subject to arbitration but such disputes shall in no case be the subject for arbitrary action on the part of either party unless first submitted to the Unions involved and the General Manager of the Association.

Section 2. All grievances, complaints, or violations must be submitted to the Employer and the Union within ten (10) working days of the date occurrence.

ARTICLE IX

Section 1. This is an Arbitration Agreement and all differences must be arbitrated and the decision of the arbitrators shall be final and binding on the parties hereto, and there shall be no stoppage of work during such arbitration.

Section 2a. *For the purpose of arbitration, a Joint* Arbitration Board shall be created by the parties hereto, both the EMPLOYER and the UNIONS selecting three (3) members each who will constitute such Board. The Alternate Members who will serve when needed to secure full representation of either party on such Joint Arbitration Board shall be selected by the parties hereto.

Section 2b. In the event of unequal representation of the parties hereto at any meeting of the Board for consideration of differences, the majority party shall *forego such unequal representation to voice and vote* at such meeting.

Section 2c. The representatives of the EMPLOYER shall be from the membership of the Association and the representative of the UNION shall be regular elected officers of the Unions.

Section 2d. The Board shall meet each year and select a Secretary.

Section 3a. In the event differences arising under this Agreement, an earnest effort shall first be made to settle such differences between the individual contractor and his employees.

Section 3b. In the event of failure to reach a satisfactory settlement in this matter, the matter shall be referred to the Joint Arbitration Board in written form by either party thereto and the Board shall meet within five (5) days from date such matter and make its decision which shall be final. If the Board fails to render a decision within five (5) days, then the matter shall be referred to an impartial Arbitrator, with 15 days, who shall arrange for a hearing within 90 days of filing for Arbitration unless both parties mutually agree to postponement. The Arbitration shall render a decision within 30 days after the conclusion of the hearing. A strike or lockout to enforce the decision of the Joint Arbitration Board is not a violation of the No Strike/ No Lockout provisions of this Agreement.

Section 3c. All matters of decision shall be delivered to the Secretary of the Board and he in turn shall deliver to the Contractor and the Union, a written statement of the decision of the Board.

Section 4a. Arbitration proceedings shall follow the rules of procedures set up by the American Arbitration Association. In the event an umpire is necessary, he shall be picked from a list furnished by the American Arbitration Association; he shall be familiar with conditions in the industry and will be prohibited from making any additions or deletions from the Agreement as adopted by the EMPLOYER and UNIONS. The decision of the Arbitrator shall be final and binding on both parties.

Section 4b. The arbitration expenses of the impartial umpire shall be borne by the LOSING PARTY.

ARTICLE X

Subcontracting - It is understood that there may be instances when suitable, competitive union subcontractors may not be available for certain small subcontracts. In such instances, the EMPLOYER will notify the UNION and the UNION will endeavor to locate suitable, competitive subcontractors to bid for the work. If the EMPLOYER and the UNIONS are unable to locate such suitable, competitive subcontractors, it is understood and agreed that the EMPLOYER will be relieved of the requirement to sublet to such subcontractors subject to this Agreement.

ARTICLE XI

Section 1. This Agreement shall be become effective on May 1, 2000.

Section 2. It is understood and agreed by and between the parties hereto that this Agreement is to extend for a four year period beginning May 1, 2000.

Section 3. On all work with prevailing wage rates and fringe benefit contributions contained in the bid specifications, those wage rates and fringe benefit contributions will stay in effect for the life of the project. If future wage rate and/or fringe benefit increases appear in the bid specifications, those wage rates and fringe benefit contributions must be paid when due and this paragraph is not applicable.

Where no wage rates and fringe benefit contributions are specified, a new wage rate and fringe benefit rates shall be calculated in an amount not to exceed 80% of

the current Collective Bargaining Agreement total package of wages and fringe benefit contributions then in effect on the bid date of project.

Section 4. This Agreement shall continue from year to year unless notice to terminate or to effect a change in any Article herein is given in writing ninety (90) days prior to expiration. It is understood that such notice shall not be honored if presented more than one hundred twenty (120) days prior to such expiration date. Both parties pledge themselves to meet within twenty (20) days from time of such notice.

Section 5. It is understood that wage rates for construction contracts, let by the Federal Government, arising out of the Delaware River Basin Compact, will be subject to further negotiations between the parties.

ARTICLE XII

It is understood that if the Unions enter into any Agreement with any contractor engaged in Heavy, Highway and Railroad Construction within the area designated herein upon more favorable terms to such other contractor than are embodied in this Agreement, this Agreement shall be amended so as to afford the party to this contract the same terms.

ARTICLE XIII

Section 1. This Agreement, composed of the Statement of Policy and ARTICLES I to XIII inclusive, shall be effective and binding on the parties at interest from May 1, 2000.

Section 2. The Schedule of Labor Rates shall be in force during the period of this Agreement between the EMPLOYER and UNIONS except as modified by ARTICLE XI, Section 3.

Section 3. The Schedule of Labor shall be individual Agreements between the EMPLOYER, and the individual Unions, included in this Agreement.

It is agreed by and between the parties hereto that the term of this contract shall extend to April 30, 2004.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA

KEVIN R. SCHULTZ
JOHN R. SMITH, JR.
JAMES R. DAVIS

THE FOLLOWING TEAMSTERS' LOCAL UNIONS, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA:

Local 229, Scranton, PA
Local 401, Wilkes-Barre, PA
Local 771, Lancaster, NY
Local 776, Harrisburg, PA
Local 764, Milton, PA
Local 430, York, PA
Local 429, Reading, PA
Local 773, Allentown, PA
Local 529, Elmira, NY

By Thomas Carr, *Chairman*
Teamsters Negotiating Committee

CENTRAL PENNSYLVANIA REGIONAL COUNCIL OF CARPENTERS

ALBERT GEORGE
FRED SCHIMELFENIG

HEAVY & HIGHWAY CONSTRUCTION WORKERS' LOCAL 158, HARRISBURG, PA. AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

JAMES ANDREWS, *Business Manager*
ROCCO VALVANO, *President*
ROBERT MICHALKOVICH, *Vice President*
CHARLES WAXMONSKY, *Secretary Treasurer*

The rates and special conditions listed on the following pages for the Carpenters, Laborers and Teamsters shall be applicable as follows:

THESE WAGE RATES DO NOT APPLY TO LEHIGH AND NORTHAMPTON COUNTIES

CARPENTERS

Hourly Rate

	5/1/00	5/1/01	5/1/02	5/1/03
Rate for Journeyman Carpenter/Piledriver	$19.47	$20.27	$21.07	$21.87
Rate for Carpenter Foreman (10% above Journeyman)	$21.42	$22.30	$23.18	$24.06

These rates shall not apply to Swimming Pools, Buildings, Power Plant Buildings, (Including the Foundation thereof) , structures above or below grade in Filtration plants, Sewage Disposal Plants and Tunnels connecting thereto.

Where Carpenters and Ironworkers are employed in a composite crew to install Stay-In-Place forms, commonly known as SIP forms, they shall be guaranteed a minimum of two (2) hours compensation at their regular rate, even though they are prevented from working by inclement weather. All welders shall be paid the same hourly rate.

The employer is to provide a room where the Carpenters can keep their tools and change their overalls. Stewards shall be appointed from local area employees.

In hiring any employees the employer shall give preference to and shall hire area residents. Residents are those persons residing within the area residents. Residents are those persons residing within the area and jurisdiction of the Carpenters Joint Council of Eastern Pennsylvania. The Contractor shall notify the Local Unions of the proposed start of work, not less than 48 hours before commencing construction.

The expense of filing saws shall be borne by the Contractor. This shall be limited to saws currently being used on the project.

Carpenter Foreman - Any carpenter who is required to handle the prints, oversee the work, or direct other carpenters in the performance of their duties shall be considered a foreman and shall receive foreman's wages, this shall not preclude having salaried foreman.

PENSION FUND

Effective May 1, 1997, the Employer agrees to pay into Central Pennsylvania Regional Council Pension Fund for each hour worked by carpenter employees, the sum two dollars ($2.00) per hour worked.

All payments to the Fund are to be made between the first and the fifteenth of the succeeding month.

A copy of the Agreement and Declaration of Trust and provisions for the operation of said Pension Fund are made a part hereof by reference hereto.

ANNUITY FUND

Effective May 1, 2000, the Employer agrees to pay into Central Pennsylvania Regional Council Annuity

Fund for each hour worked by carpenter employees, the sum of fifty cents ($0.50) per hour worked.

HEALTH AND WELFARE FUND

Effective May 1, 1999, the Employer agrees to pay into the Central Regional Council Health and Welfare Fund for each hour worked by carpenter employees, the sum of three dollars and forty cents ($3.40) per hour worked. All payments to the Fund are to be made' between the first and the fifteenth of the succeeding month.

A copy of the Agreement and Declaration of Trust and provisions for the operation of the said Health and Welfare Fund are made a part hereof by reference hereto.

APPRENTICE FUND

Effective May 1, 2000, the Employer agrees to pay into the Central Regional Council Apprentice Fund for each hour worked by Carpenter employees, the sum of twenty cents ($0.20) per hour worked. All payments to the Fund are to be made between the first and the fifteenth of the succeeding month.

DELINQUENCY

If an Employer shall fail to pay his Employer Contributions to the Pension Fund, The Health and Welfare Fund and The Apprentice Fund when same shall be due and payable, he shall be considered delinquent and in breach of this Agreement and shall pay, as an additional amount to cover bookkeeping costs and other incidental expenses the sum of Twenty Dollars ($20.00), or five percent (5%) of the amount of the delinquent payment, whichever is greater, plus

interest on the amount of the Employer Contributions due at the rate of one percent (1%) per month until paid. In addition, the delinquent Employer shall be liable for the trustees reasonable expenses including attorney's fees and other expenses incurred in the collection of such delinquent Employer's Contributions.

Any employer may be required to post a cash bond or other form of security to cover Health and Welfare Pension and Apprentice obligations under this Contract.

The amount of the form of the bond posted and the surety posting same shall be subject to the approval of the Trustees of the several funds. The Trustees of the several funds specifically reserve the right to decide when the bond shall be posted, based on the previous delinquency records of the Employer or those Employers having no experience in the funds.

UNION DUES

Upon written request of the employees, the Employer agrees to deduct from the wages of those employees who so authorize, working dues in the amount of 3% of Gross Wages for each employee. All money so deducted shall be paid by the Employer to the Central Regional Council of Pennsylvania together with a report containing the hours worked, the names and social security numbers of the employees from whose wages the deductions were made.

CONSOLIDATED REPORTING

In order to reduce the amount of time on bookkeeping expenses which would otherwise be incurred by the

Employer in submitting separate reports and contributions to the Health and Welfare Fund, Pension Fund, Apprentice Fund and dues check-off to the Union as required under the terms of this contract, it is agreed that the Employer shall consolidate all monthly payments due to the foregoing Funds and the Union in a single check made payable to the Carpenters General Fund, and sent to the appropriate administrator. In lieu of sending separate report forms to each fund and to the Union the Employer shall prepare and send along with a single check a consolidated report form. The Employer shall file a report monthly even though the report may be a negative one.

APPRENTICES

Contractor may use apprentices. The rate of wages for Apprentice shall be as follows:

	Hourly Rate			
	5/1/00	**5/1/01**	**5/1/02**	**5/1/03**
1st 6 months (45% of Journeyman)	$8.76	$9.12	$9.48	$9.84
2nd 6 months (50% of Journeyman)	$9.73	$10.13	$10.53	$10.93
3rd 6 months (55% of Journeyman)	$10.70	$11.14	$11.58	$12.02
4th 6 months (60% of Journeyman)	$11.68	$12.16	$12.64	$13.12
5th 6 months (65% of Journeyman)	$12.65	$13.17	$13.69	$14.21
6th 6 months (75% of Journeyman)	$14.60	$15.20	$15.80	$16.40
7th 6 months (90% of Journeyman)	$17.52	$18.24	$18.96	$19.68
8th 6 months (95% of Journeyman)	$18.49	$19.25	$20.01	$20.77

In addition, work assigned to Carpenter Journeyman, Carpenter Apprentices and Carpenter Foreman, shall include all line and grade work both before and after construction begins, and during the course of construction, consisting, by way of example but not of limitation, of all tasks of lay-out; the setting of vertical and horizontal controls as necessary before construction work begins; the setting of grades and elevations; the setting of vertical and horizontal controls on various floor levels; the layout of centerlines; the establishment of all measurements and levels; and the establishments of curb lines, axis lines, partition lines, etc.

It is understood that the Contractor may utilize employees represented by the Laborers' Heavy and Highway Construction Workers Local 158 to aid carpenters by performing, as assigned by supervision, those duties essential to the performance of the foregoing tasks which employees so represented have in the past performed; and it is further understood that the EMPLOYER may continue to permit employees represented by other building and construction trade and craft unions to perform such of the above or similar tasks in connection with the work of their respective trades crafts as they have customarily performed in the counties listed in Article III, Section 5, in the Commonwealth of Pennsylvania. Said tasks may also be performed to the same extent, and under the same circumstances as in the past, by the Contractor or if the Contractor is a corporation or partnership, by the executive officers or partners of the Contractor and by the Contractor's management personnel, superintendents and foremen.

It is understood that, as in the past, (1) the Contractor has the right to subcontract the initial lay-out work to professional surveying firms, and also to subcontract

continuing lay-out work to professional surveying firms provided, however, that such continuing lay-out work shall by performed under the terms and conditions of our Agreement; and (2) that the Union will in no manner interfere with any initial lay-out of lines and grade outside the direct control of the Contractor, or interfere with the work of City, County and other governmental surveyors performing lay-out work for any such governmental agency as its employees.

In any case where (1) a Contractor has subcontracted continuing lay-out work to professional surveying firms or (2) any Contractor utilizes, under the same circumstances and to the same extent as such Contractor has done in the past, a lay-out crew, the following shall obtain, subject to all other provisions of our Agreement (including the union security clause as contained in Article IV, Section 1):

A. The Contractor or the professional surveying firm, as the case may be, shall have the right to determine the size and make-up of the lay-out crews.

B. Nothing shall prevent a member of a lay-out crew who is performing one category of lay-out work from temporarily performing another category of lay-out work for reasonably short periods of time, provided that such temporary assignment shall not affect his rate of pay.

C. The rates of pay for members of a lay-out crew (other than employees represented by the Heavy and Highway Construction Workers Local #158 who are assigned thereto in conformity with this Agreement) shall be as follows:

	Minimum Wage Rates			
	5/1/00	5/1/01	5/1/02	5/1/03
Chief of Party, i.e., the person directing other personnel who are using the transit or level - Equal to the rate of a Journeyman Carpenter	$19.47	$20.27	$21.07	$21.87
Instrument Man, i.e., a person who uses the transit or level - Equal to 90% of the Journeyman rate	$17.52	$18.24	$18.96	$19.68
Rodman I, i. e. a person who uses the tape or level rod and performs lay-out duties other than those specified above - Equal to 70% of the Journeyman rate	$13.63	$14.19	$14.75	$15.31
Rodman II, i.e., a person who is learning the work of Rodman I by performing such work - Equal to 62% of the Journeyman rate	$12.07	$12.57	$13.06	$13.56

It is agreed that an employee described in paragraph C., when not engaged in lay-out work, may perform other duties as assigned by the Contractor, provided the Contractor does not assign him

(1) to the types of work specified in the Agreement, e.g., carpentry work, millwright work, wharf and dock building work etc., unless such employee is a Carpenter Apprentice, Carpenter Journeyman or Carpenter Foreman.

(2) to the work of other Craft Unions affiliated with the Building and Construction Trades Department unless such employee is represented by or a member of the Union having jurisdiction over such other duties.

D. If a Carpenter Apprentice, Carpenter Journeyman or Carpenter Foreman, as the case may be, is given lay-out work to do, he shall, nevertheless, receive his regular hourly rate of pay.

E. Employees described in paragraph C., who have actually worked during any part of any week, and who shall be available for work during the balance of such week shall be guaranteed an amount of pay per week equal to forty times their straight time hourly rates of pay as set forth above; provided, however, that they shall be paid only for their hours actually worked with respect to any week during which they shall have failed to work sufficient hours to earn said guaranteed amount because (1) lay-out work was completed for a particular job on which they were working or (2) their employer had available no other lay-out work or any other work to which he could efficiently assign them.

Any contradiction between Articles I to XIII inclusive of this Agreement and the separate Sections negotiated with the individual Trades as outlined in the separate Sections attached hereto and a part of this Agreement, shall be resolved in accordance with wording of the several sections attached hereto.

LABORERS

	Hourly Rate Effective			
	5/1/00	5/1/01	5/1/02	5/1 /03
Flagperson	$12.44	$12.64	$12.84	$13.04
Hazardous/Toxic/Asbestos/Waste Handler	$20.06	$20.26	$20.46	$20.66
Lead BasePaint Handler	$20.06	$20.26	$20.46	$20.66
Asphalt Tampers	$16.85	$17.05	$17.25	$17.45
Concrete Pitman & Puddlers	$16.85	$17.05	$17.25	$17.45
Highway Guard Rail, Right of Way and Property Line Fence	$16.85	$17.05	$17.25	$17.45
Highway Slab Reinforcement Placers	$16.85	$17.05	$17.25	$17.45
Laborers, Landscape, Planters, Seeders and Arborists	$16.85	$17.05	$17.25	$17.45
Magazine Tenders	$16.85	$17.05	$17.25	$17.45
Railroad Trackmen & Signalmen	$16.85	$17.05	$17.25	$17.45
Laser Beam Men for Pipe Laying & Paving Machines	$16.85	$17.05	$17.25	$17.45
Pneumatic and Electric Tool Operators, Jackhammers, Paving Breakers, Concrete Saws, Whacker Vibrators, Sheet Hammers	$17.05	$17.25	$17.45	$17.65
Steward, Chain Saws	$17.05	$17.25	$17.45	$17.65

	5/1/00	5/1/01	5/1/02	5/1 /03
Pipelayers	$17.05	$17.25	$17.45	$17.65
Asphalt Rake, Lute or Screed Men	$17.05	$17.25	$17.45	$17.65
Highway Concrete Block Layers	$17.05	$17.25	$17.45	$17.65
Foreman	$17.10	$17.30	$17.50	$17.70
Caisson open-air below 8 ft. Cofferdam Open-air below 8 ft., where excavations for circular caisson and cofferdams 8 ft. below level of natural grade adjacent to starting point	$17.40	$17.60	$17.80	$18.00
Form Setters (Road)	$17.40	$17.60	$17.80	$18.00
Form Setters (Road) Foreman	$17.60	$17.80	$18.00	$18.20
Certified Concrete Technician (Roadway)	$17.40	$17.60	$17.80	$18.00
Concrete Rubber	$17.40	$17.60	$17.80	$18.00
Wagon Drill, Drill, Diamond Point Drill Gunite Nozzle Operators	$17.40	$17.60	$17.80	$18.00
Blasters	$17.63	$17.83	$18.03	$18.23
Reinforcing Steel Placers, Bonding Aligning and Securing and Burning and Welding in conjunction with reinforcing steel	$17.69	$17.89	$18.09	$18.29
Concrete Surfacers	$18.07	$18.27	$18.47	$18.67

FREE AIR TUNNELS AND ROCK SHAFTS

	Hourly Rate Effective			
	5/1/00	5/1/01	5/1/02	5/1/03
Outside Laborers in conjunction with tunnels and rock shafts	$17.49	$17.69	$17.89	$18.09
Chuck Tenders, Muckers, Nippers, Miners' Helpers, and Drillers' Helpers, Inside Laborers	$17.78	$17.98	$18.18	$18.38
Miners, Drillers, Blasters, Pneumatic Shield Operators, Lining Spotting and Timber Workmen, Reinforcing Steel Place Bonding, Aligning and Securing, Welders and Concrete Surfacers	$18.26	$18.46	$18.66	$18.86

The word "work" when used herein means either "Heavy Construction or Railroad Contracting" or "Highway Construction" work.

Heavy Construction, Highway Construction and Railroad Contracting work is defined as constructing substantially in its entirety any fixed structure and other improvement or modification thereof, or any addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation, (not including Building Construction) railroad and street railway construction projects, grade separations, foundations, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, subways, track elevation, elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, transmission intakes, dredging projects, jetties, breakwaters, harbors, industrial plants and sites, bridges (excluding steel superstructures), sewers and street paving, airports, curb setting, sidewalks, duct lines, water mains and other pipe lines and the excavation for all of the foregoing.

It is understood that where "Industrial Plants and Sites" are mentioned in the preceding paragraphs as included in the scope of the Heavy Construction Industry, it shall cover, all work in connection with the clearing and grading of the sites including the roughing out to the bottom elevation indicated; also all construction of roads, railroads and riverwork; also construction of water lines and sewers to within five (5) feet of the building line.

Workmen shall not include engineering clerical employees, timekeepers, guards, superintendents, mechanical superintendents, assistant superintendents, general foremen, foremen or any supervisors in charge of any classes of labor, but shall include all other persons employed by the contractor in the performance of either of the classes of work covered by this Agreement. A

foreman when employed on any such work a workman is governed by the rules of such workmen.

A superintendent or foreman who does the work of workmen belonging to the Union more than is required for instruction of workmen belonging, is not exempt from Union Membership under this clause.

HEALTH AND WELFARE FUND

Effective May 1, 2000, each employer shall pay into a Laborers' Health and Welfare Fund established hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of three dollars and twenty cents ($3.20) for each hour worked by every laborer employed by such employer during the terms of this contract and throughout the area covered hereby. Payments to the Laborers' Health and Welfare Fund shall be required from the first day of employment by the employer for all employees performing work which is defined as laborers' work under this Agreement.

Effective May 1, 2001, each employer shall pay into a Laborers' Health and Welfare Fund established hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of three dollars and forty ($3.40) for each hour worked by every laborer employed by such employer during the terms of this contract and throughout the area covered hereby. Payments to the Laborers' Health and Welfare Fund shall be required from the first day of employment by the employer for all employees performing work which is defined as laborers' work under this Agreement.

Effective May 1, 2002, each employer shall pay into a Laborers' Health and Welfare Fund established hereby in accordance with the understandings and agreements

between the parties hereto affected hereby, the sum of three dollars and sixty ($3.60) for each hour worked by every laborer employed by such employer during the terms of this contract and throughout the area covered hereby. Payments to the Laborers' Health and Welfare Fund shall be required from the first day of employment by the employer for all employees performing work which is defined as laborers' work under this Agreement.

Effective May 1, 2003, each employer shall pay into a Laborers' Health and Welfare Fund established hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of three dollars and seventy-five cents ($3.75) for each hour worked by every laborer employed by such employer during the terms of this contract and throughout the area covered hereby. Payments to the Laborers' Health and Welfare Fund shall be required from the first day of employment by the employer for all employees performing work which is defined as laborers' work under this Agreement.

In calculating contributions, fractions of less than one-half hour shall be paid for as one-half hour and fractions in excess on one-half hour as a full hour computed on a monthly basis. Each employer shall submit on forms provided therefor such information concerning his contributions and hours worked by laborers in his employ as shall be necessary for the sound administration and operation of the Health and Welfare Fund. Such reports and payments shall be made monthly, not later than the fifteenth day of the month following the period covered by such reports.

PENSION AND ANNUITY FUND

Effective May 1, 2000, each employer shall pay into a Laborers' Pension and Annuity Fund established

hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of one dollar and ninety cents ($1.90) for each hour worked by every laborer employed by such employer during the term of this contract and throughout the area covered hereby. Payments to the Laborers' Pension and Annuity Fund shall be required from the first day of employment by the employer for all employees performing work which is defined as laborers' work under this Agreement.

Effective May 1, 2001, each employer shall pay into a Laborers' Pension and Annuity Fund established hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of two dollars and twenty-five cents ($2.25) for each hour worked by every laborer employed by such employer during the term of this contract and throughout the area covered hereby. Payments to the Laborers' Pension and Annuity Fund shall be required from the first day of employment by the employer for all employees performing work which is defined as laborers' work under this Agreement.

Effective May 1, 2002, each employer shall pay into a Laborers' Pension and Annuity Fund established hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of two dollars and sixty cents ($2.60) for each hour worked by every laborer employed by such employer during the term of this contract and throughout the area covered hereby. Payments to the Laborers' Pension and Annuity Fund shall be required from the first day of employment by the employer for all employees performing work which is defined as laborers' work under this Agreement.

Effective May 1, 2003, each employer shall pay into a Laborers' Pension and Annuity Fund established

hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of three dollars ($3.00) for each hour worked by every laborer employed by such employer during the term of this contract and throughout the area covered hereby. Payments to the Laborers' Pension and Annuity Fund shall be required from the first day of employment by the employer for all employees performing work which is defined as laborers' work under this Agreement.

In calculating contributions, fractions of less than one-half hour shall be paid for one-half and fractions in excess of one-half hour as a full hour computed on a monthly basis. Each employer shall submit on forms provided therefor such information concerning his contributions and hours worked by laborers in his employ as shall be necessary for the sound administration and operation of the Pension and Annuity Fund. Such reports and payments shall be made monthly, not later than the fifteenth day of the month following the period covering such reports.

KEY EMPLOYEES PROVISION

Any EMPLOYER signatory to this Agreement may designate employees from other Laborers local unions as key employees. The Employer shall be permitted to remit the fringe benefit contributions to either the Local 158 fringe benefit funds or to the key employees home local fringe benefit funds. However, the fringe benefit funds of the home local must agree to accept the fringe benefit contributions of key employees and credit the key employees for those contributions in accordance with the home local's trust funds' rules. Fringe benefit contributions to the key employees home local funds shall be at the customary rates set by the home local's trust funds. The key employees for whom contributions are made to the home local's trust funds shall look only

to those trust funds for benefits. Local 158 trust funds shall have no obligation to provide benefit coverage for those key employees whose contributions have been remitted to the home local's funds.

HEALTH & WELFARE AND PENSION AND ANNUITY FUND TRUST AGREEMENTS

The employer agrees to be bound by the Agreement and Declaration of Trust negotiated and concluded by and between the Contractors Association of Eastern Pennsylvania and Laborers Local 158.

If any employer party to this Agreement fails to make payments to the Funds as required in this Agreement, and the Board of Trustees determines that the employer is delinquent in the making of such payments, the Board of Trustees of the respective Fund, shall notify Laborers Local 158 of such delinquency; and it shall not be a violation of this Agreement, so long as the delinquency continues, if the Union withdraws its members from the jobs of such individual employer. Any employees so withdrawn shall not lose their status as employees. It is also agreed that a penalty may be assessed by the Trustees against delinquent contractors at the rate of 10% per annum and liquidated damages may be charged in accordance with the law under ERISA. The Trustees may require that a delinquent employer post security for the payment of such delinquency in the form of cash or corporate surety bond in an amount up to two (2) times the amount of the delinquency or $15,000. A bond will not be required from any employer who belongs to the Contractors Association of Eastern Pennsylvania or any employer, although not a member of the Contractors Association of Eastern Pennsylvania, who has had a satisfactory record of paying into the Welfare and Pension Funds.

In addition, the Trustees shall be under no duty, but shall have the right in the name of the Trustees to institute and prosecute or intervene in any proceeding at law, in equity, or in bankruptcy, against any employer as may be necessary or desirable to collect unpaid contributions which may be or become due under this Agreement. Such employer shall pay all costs and reasonable attorneys' fees incurred by the Trustees in connection with such litigation. The employer shall also, upon the request of any designee of the Trustees, permit such designee 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 hereunder to make payments to the Trustees have been faithfully performed.

DUES SUPPLEMENT CHECK-OFF

(a) On the effective date of this contract the employer shall deduct 3.5% of gross wages for employees covered by this agreement for a Dues Supplement Check-Off.

(b) The Dues Supplement Check-Off shall be made on projects and jurisdictional work covered by this agreement and/or where it can be implemented.

(c) No deduction shall be made for the Dues Supplement for any employee unless the employee or the Union had deposited with the Employer a copy of an executed Dues Supplement Check-Off Authorization form. This form shall be irrevocable for a period of one (1) year or the termination date if this Agreement, whichever occurs sooner. The Dues Supplement Check-Off Authorization shall automatically renew

itself for like periods unless it is withdrawn in at least 30 days before the end of an irrevocable period.

(d) The Employer assumes no obligation with respect to obtaining Dues Supplement Check-Off Authorization forms. It is understood this is the duty and obligation of the Union.

VOLUNTARY LABORERS' POLITICAL LEAGUE CHECK-OFF

(a) The employer agrees to deduct and transmit to the Laborers' Political League three cents ($0.03) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

(b) The Laborers' International Union of North America agrees to indemnify and hold harmless the employer from any and all claims, actions and/or proceedings arising out of said Laborers' Political League.

LABORERS DISTRICT COUNCIL OF EASTERN PA EDUCATION AND TRAINING FUND

Effective May 1, 2000 the employer shall pay seventeen cents ($.17) per each hour worked to the Education and Training Fund. Said Education and Training Fund shall be known as "Laborers District Council of Eastern PA Education and Training Fund."

LABORERS EMPLOYERS COOPERATION EDUCATION TRUST

Effective May 1,2000 the employer shall pay four cents ($0.04) per each hour worked to the Laborers Employers Cooperation Education Trust established and administered by a Board of Trustees.

TEAMSTERS
HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION 27 COUNTY WAGE SCHEDULES

COUNTIES: Adams, Berks, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Union, Wayne, Wyoming, York.

	Hourly Rate			
	5/1/00	**5/1/01**	**5/1/02**	**5/1/03**
CLASS I ..... Helper, Stake Body Truck (Single Axle) Dumpster	$22.33	$22.83	$23.33	$23.83
CLASS II ..... Dump Trucks, Tandem & Batch Trucks, Semitrailers, Agitator Mixer Trucks, Ready Mix and Dumpcrete Type Vehicles, Asphalt Distributors, Farm Tractors when used for Transportation, Stake Body Truck (Tandem) Truck Mounted Sweepers and Vac Trucks	$22.40	$22.90	$23.40	$23.90
CLASS III ..... Euclid-Type, Off-Highway Equipment-Back or Belly Dump Trucks and Double-Hitched Equipment, Straddle (Ross) Carrier, LowBed Trailers, Articulated End Dumps	$22.89	$23.39	$23.89	$24.39

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

TEAMSTERS - BUILDING CONSTRUCTION

Time and one-half (1 1/2) shall be paid for all work over 8 hours on Building, Refinery, Chemical and Power Plant Construction above the ground floor level.

All work performed by contractors signatory to this agreement on Buildings, Refineries, Chemical and Power Plants up to and including ground floor level shall be performed under the heavy-highway classifications, conditions and overtime provisions. Building work rate of pay for overtime, after 8 hours, shall be at the double time rate.

BUILDING CONSTRUCTION - 27 COUNTY WAGE SCHEDULES HOURLY RATE

	5/1/00	5/1/01	5/1/02	5/1/03
CLASS I				
Warehousemen, Checker, Fork Lift Driver, Stake Body Truck (single axle), 1 1/2 ton and under vehicles	$22.33	$22.83	$23.33	$23.83
CLASS II				
Truck Driver over 1 1/2 tons, Dump Trucks, Tandem & Batch Trucks, Semi-Trailers, Agitator Mixer Trucks, and Dumpcrete Type Vehicles, Asphalt Distributors, Farm Tractor when used for transportation, Stake Body Truck (Tandem) Truck Mounted Sweepers and Vac Trucks	$22.40	$22.90	$23.40	$23.90
CLASS III				
Euclid-Type, Off Highway Equipment-Back or Belly Dump Trucks and Double-Hitched Equipment, Straddle (Ross) Carrier, Low-Bed Trailer, Articulated End Dumps	$22.89	$23.39	$23.89	$24.39

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

BRADFORD & TIOGA COUNTY WAGE SCHEDULES ONLY
HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

	Hourly Rate			
	5/1/00	5/1/01	5/1/02	5/1/03
CLASS I				
Helper, Stake Body Truck (Single Axle) Dumpster	$14.00	$14.06	$14.44	$14.94
CLASS II				
Dump Trucks, Tandem & Batch Trucks, Semi-trailers, Agitator Mixer Trucks, Ready Mix and Dumpcrete Type Vehicles, Asphalt Distributors, Farm Tractor when used for Transportation, Stake Body Truck (Tandem) Truck Mounted Sweepers and Vac Trucks	$14.07	$14.13	$14.51	$15.01
CLASS III				
Euclid-Type, Off-Highway Equipment-Back or Belly Dump Trucks and Double-Hitched Equipment, Straddle (Ross) Carrier, LowBed Trailers, Articulated End Dumps	$14.56	$14.62	15.00	15.50

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

FRINGE BENEFITS	5/1/00	5/1/01	5/1/02	5/1/03
HEALTH AND WELFARE	$5.20	$5.64	$5.76	$5.76
PENSION	$3.13	$3.13	$3.13	$3.13

HEALTH AND WELFARE FUND.

Each Employer shall contribute the amounts listed above for all Teamsters in the jurisdiction of Teamsters Local Union 529, who are covered by this Agreement, as per the executed Health and Welfare Fund Stipulation, to the New York State Teamsters Health and Hospital Fund.

PENSION AND RETIREMENT FUND

Each Employer shall contribute the amounts listed above for all Teamsters in the jurisdiction of Teamsters Local Union 529, who are covered by this agreement, as per the executed Pension and Retirement Fund Stipulation, to the New York State Teamsters Conference Pension and Retirement Fund.

BUILDING CONSTRUCTION - BRADFORD & TIOGA COUNTIES

	Hourly Rate			
	5/1/00	**5/1/01**	**5/1/02**	**5/1/03**
CLASS I ..... Warehousemen, Checker Fork Lift Driver, Stake Body Truck (single axle), 1 1/2 ton and under vehicles	$14.00	$14.06	$14.44	$14.94
CLASS II ..... Truck Driver over 1 1/2 tons, Dump Trucks, Tandem & Batch Trucks, SemiTrailers, Agitator Mixer Trucks, and Dumpcrete Type Vehicles, Asphalt Distributors, Farm Tractor when used for transportation, Stake Body Truck (Tandem) Truck Mounted Sweepers and Vac Trucks	$14.07	$14.13	$14.51	$15.01
CLASS III ..... Euclid-Type, Off-Highway Equipment-Back or Belly Dump Trucks and Double-Hitched Equipment, Straddle (Ross) Carrier, LowBed Trailers, Articulated End Dumps	$14.56	$14.62	$15.00	$15.50

FRINGE BENEFITS

	5/1/00	5/1/01	5/1/02	5/1/03
HEALTH & WELFARE	$5.20	$5.64	$5.76	$5.76
PENSION	$3.13	$3.13	$3.13	$3.13

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

This agreement covering Building Construction shall apply to the following Local Unions: Local Union 229, Scranton, PA; Local Union 764, Milton, PA; Local Union 771, Lancaster, PA. By mutual agreement of the parties, this agreement may be used by other Local Unions signatory to the Heavy-Highway Railroad Agreement.

CONDITIONS

For the 27 county area, on material haul to or from the construction site the local unions agree to a wage rate equal to 75% of the applicable collective bargaining agreement wage rate.

The EMPLOYER shall permit the local unions to post notices on the job site bulletin board provided that such notices shall be on Teamster Local Union letterhead and signed by an authorized representative of the respective Local Union.

Upon delivery to the EMPLOYER of a properly signed and written authorization form from an employee, the EMPLOYER agrees to deduct from each such employee's wages a dues check off in the amount specified on the authorization form. Each local union shall deliver to the EMPLOYER a remittance form with all information necessary for the proper remittance of said dues check off deductions. Dues check-off deduction remittances are due on or before the twenty-fifth day of the month following the period covered by such reports.

Each employee shall be guaranteed a minimum of one (1) hour when reporting for work. If started to work, the employee shall be paid a minimum of two (2) hours when called to report for duty, except where prevented from working by fire, accident, weather conditions, or some similar event, however, if started to work under

such conditions, the employee shall be paid for actual time worked. At such time of the year when weather conditions are likely to cause the work to be intermittent, then the employer, on request of the employee, shall give a dismissal slip to the employee.

Steward will be paid the Class II wage rate, unless he is qualified to operate the equipment requiring a higher rate, in which case, he receives the higher rate. In case of overtime the steward shall be given the opportunity to work if he has seniority and if he is qualified to operate the equipment. One and one-half times the straight time hourly rate shall be paid for all time worked after 8 hours in any day or 40 hours in any week.

All Trucks will be equipped with heaters and defrosters in working order.

The ordinary rules of seniority shall apply on a project basis. Seniority shall be established on the basis of the order in which each employee is hired and shall not apply to subcontractors or fully operated rentals.

In case of layoff due to lack of work, employees shall be laid off in reverse order to seniority, providing the senior employee is qualified to replace the laid-off employee.

These rules shall not apply if there are any breakdown or shutdown periods during the day. A teamster, whose vehicle is broken down or whose operation is shut down, shall go home regardless of Seniority. However, when a vehicle shall be out of service for more than one (1) day, then the older teamster shall be told to come in the next day and the youngest teamster shall be laid off, providing the senior employee is qualified to replace the laid off employee.

The rehiring procedure shall be the reverse of the layoff procedure. When work increases employees laid off shall be notified to report for work in order of seniority.

The contractor agrees to hire qualified drivers from the Union having jurisdiction. The Contractor can request for a key man to be put on the job. If the local union can not provide the teamsters within 48 hours, the contractor may hire from any other source available. For the manning of special equipment, the local union and the contractor must agree prior to the start of the job.

The highest rate of pay will be paid for a full day when teamster changes job classification.

Material moved on the job site will be discussed at a pre-job conference between the Union and the Employer.

D.O.T. physicals required by the Employer will be paid for by the Employer.

Two (2) hours show up time will be paid for reporting for work based on twenty-five (25) air miles from the Employer's home office.

HEALTH & WELFARE AND PENSION COVERAGES

Each Employer shall deduct from the wages of all Teamsters who are covered by this agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions a designated number of dollars per month from the wages earned. The amount and hours necessary for each Plan are listed below.

If an Employer shall fail to remit the deductions to the respective Plan (s) when the same shall be due and payable, the Employer shall be considered delinquent and in breach of this Agreement, and shall pay an additional amount to cover added costs and other incidental expenses, the sum of $5.00 or five percent (5%) of the amount of the delinquent payment whichever is greater, plus interest on the amount of deductions due at the rate of one-half percent (1/2%) per month until paid. In addition, the delinquent employer shall be liable for reasonable expenses, including attorney's fees and other disbursements, incurred in the collection of any delinquency.

HEALTH & WELFARE FUND

Effective May 1,2000, the Employer agrees to deduct _____ per month from the wages earned by each Teamster covered by this agreement and to pay the deducted amount into the Central Pennsylvania Health & Welfare Fund. This deduction and payment will be made for all Teamsters employed more than 60 hours per month.

If an employee does not work the minimum number of hours (60 hours) to qualify for Health and Welfare Coverages during the month, then all deductions made by the Employer from the employee's wages, in that month, for the purpose of paying Health and Welfare coverages shall be promptly refunded to the employee.

PENSION FUND

Effective May 1, 2000, the Employer agrees to deduct _____ per month from the wages earned by each Teamster covered by this agreement and to pay the deducted amount into the Central Pennsylvania Teamsters Pension Fund.

These deductions and payments in the Pension Fund will be made for all Teamsters employed more than 86 hours per month.

If any employee does not work the minimum number of hours (86 hours) to qualify for Pension Coverage during the month, then all deductions made by the Employer from the employee's wages, in the month for the purpose of paying Pension coverages shall be promptly refunded to the employee.

SIGNATORIES

THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA

1500 Walnut Street, Suite 1105
Philadelphia, PA 19102
Phone - (215) 546-4555
Fax - (215) 546-2259

Kevin R. Schultz
1500 Walnut Street, Suite 1105
Philadelphia, PA 19102
Phone - (215) 546-4555
Fax - (215) 546-2259

John R. Smith, Jr.
1500 Walnut Street, Suite 1105
Philadelphia, PA 19102
Phone - (215) 546-4555
Fax - (215) 546-2259

James R. Davis
1500 Walnut Street, Suite 1105
Philadelphia, PA 19102
Phone - (215) 546-4555
Fax - (215) 546-2259

CENTRAL PENNSYLVANIA REGIONAL COUNCIL OF CARPENTERS

Albert George, 312 West Broad Street
Hazleton, PA 18201 (570) 454-8904

Fred Schimelfenig, 314 Pear Street
Scranton, PA 18505 (570) 342-9673

LABORERS' HEAVY AND HIGHWAY CONSTRUCTION WORKERS LOCAL 158

4655 Linglestown Road, Suite D
Harrisburg, PA 17112 (717) 671-1810

James Andrews, Business Manager
1975 West Broad Street
Bethlehem, PA 18016 (610) 867-1801

Rocco Valvano, President
460 Market St., Suite 203
Williamsport, PA 17701 (570) 326-2967

Robert Michalkovich - Vice President
4655 Linglestown Road, Suite D
Harrisburg, PA 17112 (717) 671-1810

Charles Waxmonsky - Secretary Treasurer
501 East Main Street
Wilkes-Barre, PA 18702
(570) 823-1300

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS

Thomas Carr, Construction Agent
Local Union 229
3104 North Main Avenue
Scranton, PA 18508
Phone - (570) 344-7219
Fax - (570) 344-6432

George Vitanovec, Construction Agent
Local Union 401
260 South Washington Street
Wilkes-Barre, PA 18701
Phone - (570) 823-3121
Fax - (570) 823-5131

Howard Rhinier, Construction Agent
Local Union 771
1025 North Duke Street
Lancaster, PA 17602
Phone - (717) 397-8267
Fax - (717) 396-0491

Carlos Ramos, Construction Agent
Local Union 776
2552 Jefferson Street
Harrisburg, PA 17110
Phone - (717) 233-8766
Fax - (717) 233-6023

Don Deivert, Construction Agent
Local Union 764
450 Beaver Street
Milton, PA 17847
Phone - (570) 742-9667
Fax - (570) 742-9660

Kevin Cicak, Construction Agent
Local Union 430
1786 Sixth Avenue
York, PA 17403
Phone - (717) 843-8911
Fax - (717) 854-0276

Rich Eline, Construction Agent
Local Union 429
1055 Spring Street
Wyomissing, PA 19610
Phone - (610) 320-9224
Fax - (610) 770-9581

Charles Shafer, Construction Agent
Local Union 773
1345 Hamilton Street
Allentown, PA 18102
Phone - (610) 434-4451
Fax - (610) 770-9581

Ernest W. Neild, Construction Agent
Local Union 529
129 East Chemung Place
Elmira, NY 14904
Phone - (607) 733-6519
Fax - (607) 733-8931

CONSENT AND APPROVAL STATEMENT
by
EMPLOYERS NOT AFFILIATED WITH THE
CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA

Date _____

I, or we, the undersigned subscribe to the terms and conditions contained in the foregoing agreement.

(Signed) _____

Employer

(Signed) _____

Union Representative

_____

Craft and Local Number