

AGREEMENT

THIS AGREEMENT entered into this first day of June 2022, by and between THE BUILDERS ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA, hereinafter referred to as the Employer, and the LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA, hereinafter referred to as the Union, for the purpose of establishing the rates of wage, hours of work and conditions under which employees shall work for the Employer; and to facilitate, without resort to strikes, slowdowns or lockouts, peaceful adjustment of grievances and such disputes which may from time to time arise between the Employers and Laborers engaged in building construction work in Lawrence and Mercer Counties in the state of Pennsylvania.

It is understood that the above-named Laborers' District Council of Western Pennsylvania, affiliated with the Laborers' International Union of North America is acting only as agent for its affiliated Unions. For any breach of this agreement the liability of the affiliated Unions shall be several and not joint and the liability of the Laborers' District Council shall be only that of negotiating agent without liability for the acts of the individual affiliated Union.

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

ARTICLE I TERM OF AGREEMENT

Section 1. This contract shall be in full force and effect for a term of five (5) years from June 1, 2022 until May 31, 2027. The Union and the Builders' Association of Eastern Ohio and Western Pennsylvania expressly waives any right to reopen this contract during this four-year term or to negotiate during this four-year term on any matter or subject, whether or not covered by the provisions of this contract except by mutual agreement of both parties.

Sixty (60) days before the expiration date of this contract, to wit: May 31, 2027, either party may give written notice to the other that it desires to terminate or modify this contract and upon receipt of such written notice the parties agree to meet and confer for the purpose of attempting to negotiate a new contract.

Section 2. The Association shall furnish the Union with a list of all members who have authorized the Association to bargain for them. The Association shall also notify the Union promptly of any change in the status of a member who has authorized it to bargain.

Section 3. In the event that any contractor discontinues or is discontinued from membership in the Association, the provisions of this agreement shall remain fully binding on the contractor.

ARTICLE II WORKING HOURS AND SHIFTS

Section 1. The work day shall consist of eight (8) consecutive hours of work commencing at any time between the hours of 6:00 a.m. and 9:00 a.m.

It is agreed that when time is lost by the workers during the regular work week, Monday through Friday, due to inclement weather only, with notification to the Union, this time may be made up on Saturday at the regular rate of wages. All Saturday work must be scheduled on an eight (8) hour basis. All hours worked in excess of forty (40) hours in the work week or eight (8) hours each day shall be paid at the appropriate overtime rate. In the event an employee cannot work, no punitive action shall be taken by the Employer

Section 2. Lunch period shall be at the mid-point of the shift. Thirty (30) minutes shall constitute the lunch recess. Work performed by the employee during the lunch recess shall be paid at the applicable overtime rate.

In the event of a monolithic pour or grout placement operations, thirty (30) minutes uninterrupted must be taken and completed between the hours of 11:30 a.m. and 1:00 p.m. for the lunch period or premium pay shall be paid for said lunch and the workmen shall take their lunch period at the first available opportunity, as work permits, without loss of time.

When two (2) or more shifts are required, working hours shall be as follows:

(a) The first shift shall be eight (8) consecutive hours commencing at any time between the hours of 6:00 a.m. and 9:00 a.m. All work in excess of eight (8) hours for the first shift shall be paid at the premium rate of pay as prescribed in ARTICLE VI as pertains to overtime

(b) When two (2) or more shifts are required, the first and second shift shall work eight (8) hours between the hours established for that job or project and shall receive eight (8) hours of pay. When a three (3) shift operation is working, then the third shift employees shall work seven (7) hours and be paid for eight (8) hours of work. Any work over seven (7) hours on the third shift shall be paid for at the prescribed overtime rate of pay. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed. Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable rate for that day, except for work on Saturdays due to inclement weather, as provided for in Section 1 above.

Should the Employer have a job where these shift hours are not feasible, the Employer shall notify the Union. This condition shall not apply to a normal two (2) or three (3) shift operation.

When employees are regularly employed on the first, second and third shifts and report for work or when employees are ordered out for the first, second and third shifts and are placed at work

they shall receive not less than four (4) hours' pay, even though they are laid-off before having worked a half shift of three and one-half (3-1/2) hours.

When shifts are operated on Saturdays (except for work on Saturdays due to inclement weather, as provided for in Section 1 above), Sundays and Holidays, the second and third shift shall receive double time for all hours worked plus an additional hours' pay at the regular straight time rate.

When employees are regularly employed on the first shift and report for work, they shall receive one (1) hours' pay. Employees must remain on the job unless otherwise notified.

Section 3. When employees are sent out of town to work, they may start to work on the job so that their time will conform with the starting time of the mechanic with whom they work, to accommodate the working hours with respect to the transportation service to obtain eight (8) hours' work on the job.

Section 4. Should the Employer choose to, he may work a schedule of four (4) ten (10) hour days, Monday through Thursday, without incurring any overtime pay, except for hours worked over ten (10) hours in one day or forty (40) hours in one week. Normal Saturday, Sunday and Holiday overtime pay rates shall apply to the four (4) day ten (10) hour schedule. Friday may be used as a make-up day for inclement weather only and the Employer must schedule a minimum of eight (8) hours on the make-up day.

Any employee who is first placed to work on any day of the week other than Monday when a schedule of four (4) ten (10) hour days is in effect shall be paid overtime for all hours over eight (8) in one day or over forty (40) in a week.

Should any craft being tended by the laborers who are performing work for the same company not agree to work a four (4) day ten (10) hour schedule, then the laborers shall enjoy the same overtime provisions as other craft.

ARTICLE III CLASSIFICATION OF WORK TO BE PERFORMED

Section 1. The work to be performed by employees covered by this agreement shall be that which is commonly known in the building industry as building and common labor, whether performed on or around buildings and whether in connection with the erection of new buildings or the wrecking, in connection with alteration, remodeling or repair of old buildings and all work pertaining to masonry in all its branches. The parties hereto recognize as building and common labor work:

TENDERS

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

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

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

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

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

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

SCAFFOLDS

The erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers and other construction trades, crafts, as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof up to a height of three (3) "bucks". Where self-supported scaffolds or specially designed scaffolds are built by carpenters, laborers shall tend said carpenters on erection thereof; the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by the laborers.

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

EXCAVATIONS AND FOUNDATIONS, SITE PREPARATION AND CLEARANCE, TRANSPORTATION AND TRANSMISSION LINES

Excavation for building and all other construction, digging of trenches, piers, foundations

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

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

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

CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES

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

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

(c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials

except when a derrick or outrigger operated by other than hand power is used.

- (d) All work on interior concrete columns, foundations for engine and machinery beds.
- (e) The stripping of forms, other than panel forms which are to be re-used in their original form and the stripping of forms on all flat arch work.
- (f) The moving, cleaning, oiling and carrying of all forms to the next point of erection.
- (g) The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pot or hoppers on sand blasting or other abrasive cleaning. The jacking of slip forms and all semi and unskilled work connected therewith.

STREETS, WAYS AND BRIDGES

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

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

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

placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

SHAFTS, TUNNELS, SUBWAYS AND SEWERS

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

COMPRESSED AIR

In compressed air, all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powder men or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, keyboard operators, power knife operators, erector operators, pebble placer operators, car pushers, grout machine operators, steel setters cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and retimmermen, cherry pickmen, nippers, chucktenders, cable tenders, vibratormen, jet gunmen, gunnite nozzlemen,, gunmen, reboundmen and all other work connected therewith.

SEWERS, DRAINS, CULVERTS AND MULTIPLATE

Unloading, sorting, stockpilings, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, belting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer to side sewer to building or structure except that Employer may direct that this work be done under proper supervision. (Referee

Hutcheson's decision) Laying, leveling and making of the joint of all multicell conduit of multi-purpose pipe. Cutting the holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, apron or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surface. Installation of septic tanks, cesspools and drain fields.

UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring, and underpinning of structures. Loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, landscaping old and new site.

DRILLING AND BLASTING

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

SIGNAL MAN

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

GENERAL EXCAVATION AND GRADING

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

FACTORIES

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

GENERAL

Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled or semi-skilled work, including laborers in shipping yards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, tool room men, parks, sports arena and all recreational center employee, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

PITS, YARDS AND QUARRIES, ETC.

All drillers, blasterers and/or powdermen, nippers, signal men, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable Batching Plants.

WRECKING

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

RAILROAD TRACK WORK

Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track, setting of the plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, gradings, siding, crossing, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

ASBESTOS AND/OR HAZARDOUS/TOXIC WASTE

The removal, handling and disposal of all asbestos and/or hazardous/toxic waste incidental to or part of any work covered by this agreement shall be performed by laborers covered by this agreement and paid in accordance with the wage rates listed in this agreement.

STUDIO UTILITY EMPLOYEES

All such work as herein described as may be pertinent to and part of the operation of Motion

Picture and other related types of studios.

USE OF TOOLS AND EQUIPMENT

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

MISCELLANEOUS

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

ARTICLE IV DECLARATION OF PRINCIPLES

Section 1. The Employer and the Union hereby adopt the following principles as an absolute basis for this Agreement:

(a) There will be no limitation to the amount of work a man will perform during his working day. Employers shall be at liberty to discharge whomever they see fit, providing that, at the Union's request, the Employer shall show good cause for discharge.

The Employer will place the first man on the job. The next man will be required from the Local Union having jurisdiction in the area. All other hiring will be done by mutual understanding between the Employer and the Local Union having jurisdiction in the area. This will be done at the Pre-Job Conference.

(b) There shall be no restrictions of the use of any machinery or tools when furnished by the Employer.

(c) There shall be no restriction of the use of any raw or manufactured material except prison made.

(d) No person shall have the right to interfere with workmen during working hours except as provided in Article IX Sections 1 and 4.

(e) The foreman and general foreman shall be selected by and be the agent of the

Employer and shall be paid at the wage rate as herein specified.

(f) There shall be no discrimination against any workman by reason of race, color or creed.

(g) The Employers will make every effort to provide for the safety and protection of their employees.

(h) The employees will be permitted to drink coffee at their assigned work location, usually at midpoint between starting time and lunch time, so as not to unduly interfere with operations. In the event of employee abuse of this privilege, the Employer has the right to discontinue the coffee break subject to following the proper steps outlined in this agreement.

ARTICLE V WAGE RATES AND WORKING CONDITIONS

Section 1. The employee shall do all such work as directed by the Employer, his agent or foreman at the basic rates of pay per hour set forth in the Appendix, attached hereto and made part hereof.

Section 2. Employees engaged in the work of mixing mortar shall be allowed to start one-half hour before the regular start time at the straight time rate of wage to prepare the mortar for the mechanics with whom they work, so that the mechanic may start at the starting time.

Section 3. The duties of the mason tender shall include wheeling, carrying back to bricklayers all brick from first point of delivery on the job; mixing and tempering mortar; mixing grout for reinforced walls; serving bricklayers in any capacity involved in the work cleaning up after the bricklayers, as long as the bricklayer is on the job.

Section 4. When employees are engaged in the work of handling such materials as sills and lintels, the Employer shall furnish such blocks and ropes as are necessary to place the same upon the work.

Section 5. On all jobs ample and comfortable space or shed space shall be made available for the laborers. The space or shed space shall not be used to store any equipment or material.

Section 6. Pure, clean drinking water shall be accessible at all times with sanitary paper cups available. A suitable and sanitary toilet shall be provided.

Section 7. The Employer shall furnish raincoats, hard hats, boots and safety equipment for laborers when necessary for safety and inclement weather or working conditions. All rubber boots necessary to the prosecution of the job shall be disinfected and in sanitary condition before being issued to the individual on each and every occasion.

When the Employer issues rain gear or safety equipment to an employee, the employee may be required to sign a receipt for same. If the equipment is lost while in the possession of the employee, he shall be held responsible for the loss. (This shall not be construed to cover normal wear and tear or damage to these items incurred by the employee in the performance of his duties)

Should the Employer fail to supply protective clothing and/or equipment under hazardous conditions and the employee's personal clothing is damaged, the Employer shall assume all liability for this damage to personal clothing.

Section 8. The Employer agrees to enforce reasonable precautionary measures to protect the safety and local safety laws, that the hazards of construction work be at least maintained at a minimum.

Section 9. Job-incurred Accident Pay - Any workman injured on a job-incurred accident during the shift and requiring emergency treatment by a physician, hospitalization or first aid shall receive pay for a full shift. However, if the injured workman is released to return to work and does not return to work, then he shall receive pay only for the actual time worked.

ARTICLE VI OVERTIME AND HOLIDAYS

Section 1. Time and one-half shall be paid for all overtime beginning before and after the regular working hours and for Saturdays. Double time shall be paid for all hours worked after 4:30 p.m. on Saturday and all work performed on Sunday and Holidays, which are listed below:

New Year's Day	Thanksgiving Day
Decoration Day	Christmas Day
Fourth of July	

Section 2. No work shall be done on Labor Day unless absolutely necessary and double and straight time rate of wage shall be paid therefor.

Section 3. Decoration Day shall be observed the last Monday in the month of May.

Section 4. Should the Employer elect to work a schedule of four (4) ten (10) hour days, then all time worked on Friday, Saturday or Sunday shall be paid at the appropriate rate of overtime pay, except that Friday may be used as a make-up day due to inclement weather.

ARTICLE VII PAY PERIOD

Section 1. The weekly pay period shall terminate on Tuesday. All employees shall be paid in cash at or before 4:30 p.m., Friday, on the job, or be paid waiting time until paid off. If an employee quits on his own accord, he shall wait until the next regular pay day to be paid; however, if discharged or laid-off, he shall be paid immediately prior to leaving the job or be considered in

the continued employ of the Contractor at the regular hourly rate until such time as he is paid in full. Should circumstances arise whereby the Employer cannot comply with the preceding provision in cases of lay-off or discharge, the Business Manager and/or Field Representative of the local union must be notified at once and a mutual agreement reached as to when and in what amount said payment will be made. Notwithstanding the provisions herein, the Employer shall have the right at his option to pay his employees by check, on the job, on Thursday, provided that such right and option of an Employer shall be terminated if an employee's pay check shall be returned for non-sufficient funds.

Section 2. On each pay envelope or detachable pay stub shall be specified the pay period, the name of the Employer, the name of the employee, the hours worked, the rate of pay, the amount of pay, gross wages and all itemized deductions and Employer contributions. If the employee is paid by check, the pay stub shall contain the same number as appears on the check. If the employee is paid by cash, his name shall appear on the pay envelope.

ARTICLE VIII UNION SECURITY, CHECK-OFF AND PAYROLL DEDUCTION

Section 1. The Employer and the Union hereby agree on a Check-Off Plan which shall operate as follows:

The Union agrees to furnish the Employer with authorization check-off slips signed by the employee. This Article shall be in compliance with the Labor Management Reporting and Disclosure Act of 1947 and "Short Title" Labor Management Reporting and Disclosure Act of 1959, as amended. The Employer agrees to make deductions, submit reports and payments of amounts due under the Check-Off Plan, on or before the thirtieth (30th) day of the month following the month for which the report is made. The Employer's deductions from the employee shall be effective from the date of his authorization check-off slip.

The Employer and the Union agree that all employees who come under the jurisdiction of the locals covered by this agreement shall be signed to the Check-Off System in accordance with Article VIII. Any Employer who fails to file his reports or pay monies collected under the Check-Off System when the same shall be due and payable shall be considered in violation of this agreement and subject to penalties outlined in Article XIX.

Section 2. **PAYROLL DEDUCTIONS.** The Employer agrees to deduct from the pay of their Employee, after having received an employee's signed withholding authorization: (1) initiation fees and dues; and (2) all other fees as authorized by action of the Laborers' District Council of Western Pennsylvania.

Section 3. The Employer and the Union, parties to this agreement, hereby agree that they will not jointly or severally discriminate against any applicant for such work as covered by this agreement because of membership or non-membership in the Union. However, the Employer agrees, as a condition of employment, that all employees shall make application to become members of the Union which is affiliated with the Laborers' District Council of Western Pennsylvania after

the seventh (7th) day following the execution of the agreement or after the seventh (7th) day following the employment of the respective employees, whichever is later. All employees who become members of the union shall remain members of the union during the term of this agreement.

Section 4. If an applicant meets the union's requirements for membership, the union shall make such membership available on the same terms and conditions as are generally applicable to the other members of the union.

Section 5. The hiring of new workmen and the discharging of employees upon request of the union shall be in accordance with the Labor Management Relations Act of 1947, as needed.

Section 6. Should the Employer fail or become delinquent in turning over to Local Unions or designated collection agencies the amount due, said Unions reserve the right to require the delinquent Employer to post security for the payment of such delinquencies in the form of each or a Corporate Surety Bond in an amount equal to twice the amount of the delinquency. The Employer shall also pay ten percent (10%) additional bookkeeping costs.

Section 7. The establishment of this program is subject to applicable federal and state laws and any other legal action that may be brought by any or all parties involved.

ARTICLE IX UNION REPRESENTATIVE

Section 1. The Employer herewith agrees that upon securing work, he shall notify the Union and thereupon the Union shall be afforded the opportunity of referring men to his work promptly. Failure to do so by the Union, the Employer shall obtain men from whatever source he can until such time as the Union is able to refer proper qualified men.

Section 2. The Union's Business Representative shall have access to all jobs over which the Employer exercises control of entry and if other Union Business Representatives are admitted.

Section 3. The Union Steward shall not be privileged to interfere with or cause a stoppage of any work of any Employer covered by this agreement. This right shall rest solely with the Business Representative of the Union in whose district the work is being performed.

Further, the Steward, after having been placed by the Union or Business Representative, shall remain employed with the members of the Union at all times and shall be the last man to leave the work.

Section 4. In case the Employer grants a condition more favorable to the Steward of another trade, the same more favorable condition shall be granted the Steward of the Laborers' trade.

ARTICLE X ARBITRATION

Section 1. The Association and the Union shall each designate three (3) representatives to serve as its members of a Joint Arbitration Committee.

Section 2. Should any dispute arise as to the interpretation, application or claimed violation of any provision of this agreement, the dispute(s) shall be submitted to the Joint Arbitration Committee for determination upon the written request of either the Union or Association, made to the other party. The Joint Arbitration Committee shall meet within twenty-four (24) hours after such request is made in an effort to resolve the dispute. In computing the twenty-four (24) hour period, Saturdays, Sundays and Holidays shall be excluded.

Section 3. If the Joint Arbitration Committee is unable to resolve the dispute, it shall promptly be referred to an Arbitrator for determination. The parties shall utilize the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators from which one (1) will be selected to hear the case. The Arbitrator's decision shall be rendered as promptly as possible but not more than thirty (30) days after the date of the hearing, unless the time is extended by mutual agreement. Expenses of the arbitrator shall be shared equally by the Employer and the Union. In computing the time limits under Section 2 above, Saturdays, Sundays and Holidays shall be excluded.

Section 4. It is the intention of the parties that the dispute involving a claimed violation of Article XI Responsibilities of the Parties, be resolved as quickly as possible. Accordingly, the arbitrator selected and designated to determine such a dispute shall hold the hearing on and decide the dispute with the utmost promptness.

Section 5. The award of the arbitrator shall be final and binding on all parties and shall be enforceable in a court of law or equity. The arbitrator shall have authority only to interpret and apply the provisions of the agreement and he shall have no authority to add to, detract from or alter its terms.

Section 6. Where the dispute to be arbitrated involves a claimed violation of ARTICLES VIII, XIII, XIV, XV, XVI, XVII and/or XVIII of the agreement, the arbitrator shall have the authority, upon the request of any party, to subpoena witnesses or documents, books or records relating to the dispute. If the arbitrator shall determine that there has been a violation of the said Article of the agreement, he shall have authority to direct submission of reports and payment of the delinquent contributions and any interest or penalties due thereon to the Fund or Funds involved and to direct submission of reports and payment of monies due to the Union under the Check-Off Plan. The right to seek enforcement of ARTICLE VIII, XIII, XIV, XV, XVI, XVII and/or XVIII of the agreement through the arbitration procedure shall be at the option of the Trustees of the respective Funds or the Union and shall be in addition to, and not in lieu of, the right of the Trustees of the Funds or the Union to file suit in a court of law or equity for collection of any monies due to said Funds or Union by any Employer, but payment by the Employer pursuant to the award of an arbitrator shall be a full defense in any suit by the Trustees of the Fund, Funds or Union.

ARTICLE XI RESPONSIBILITIES OF THE PARTIES

Section 1. During the term of this contract, there shall be no strike, work stoppage, slowdown, sympathy strike or other interference with or impeding of work, except as hereinafter expressly provided.

Section 2. During the term of this contract, no employee shall participate in any strike, work stoppage, slowdown, sympathy strike or other interference with or impeding of work and the Union will not authorized, instigate, aid or otherwise condone any such activity by any of its members, except the Union shall have the right to stop work or strike if the Employer breaches the contract by failing to pay proper wages or by being delinquent in contributions, payments, remittances of penalties to the Welfare Fund, Pension Fund, Industry Advancement Fund, Dues Check-Off or Payroll Deductions.

Section 3. The Employer shall not lock-out any of its employees.

Section 4. Should the Associated General Contractors of America and the Laborers' International Union of North America agree to a voluntary plan for the settlement of jurisdictional disputes, the provisions and procedures of any such plan will become effective on the date of such agreement, provided further that the Union and the Employer agree that there shall be no strikes, lockouts or interruption of the disputes work over jurisdictional disputes.

Section 5. If an Employer shall have been found by the Joint Arbitration Committee, an arbitrator or a Court, to be delinquent in his contributions and any interest or penalties due to the Fund or Funds involved or to be delinquent in paying over monies deducted under the Check-Off Plan, and shall not have taken necessary action to make payment of these amounts within thirty (30) days following such arbitration award or a final court decision, the Union may strike such Employer until such time as the delinquent payments, penalties or interest are paid or until arrangements for payment satisfactory to the Trustees of the Fund or Funds or to the Union in case of a Check-Off delinquency are concluded.

ARTICLE XII FOREMAN

Section 1. It is agreed that when five (5) or more laborers are employed on any job, a foreman shall be employed. This foreman shall be a member of the District Council and shall receive a minimum of one dollar (\$1.00) per hour over the highest paid classification working under him.

Section 2. When a general foreman is required, he shall receive one dollar fifty cents (\$1.50) per hour over the highest paid classification working under him.

ARTICLE XIII
LABORERS' DISTRICT COUNCIL OF WESTERN
PENNSYLVANIA WELFARE FUND

Section 1. The Employer agrees to make payments to the Laborers' District Council of Western Pennsylvania Welfare Fund in the manner provided for in ARTICLE XVIII in accordance with the schedule listed in Appendix I.

Section 2. Reports and payments of amounts due from the Employer to the Fund hereunder shall be monthly, on or before the thirtieth (30th) day of the month following the month for which the report is made. The aforesaid payments shall be subject to the provisions hereafter provided by the Agreement and Declaration of Trust, copy of which is incorporated by reference and made a part hereof.

ARTICLE XIV
LABORERS' DISTRICT COUNCIL OF WESTERN
PENNSYLVANIA PENSION FUND

Section 1. The Employer agrees to make payments to the Laborers' District Council of Western Pennsylvania Pension Fund in the manner provided for in ARTICLE XVIII in accordance with the schedule listed in Appendix I. The Employer agrees to comply with the Rehabilitation Plan adopted by the Laborers' District Council of Western Pennsylvania Pension Fund ("Pension Fund"), the terms and conditions of which are incorporated herein and made a part to this Agreement, and to pay the contribution rate increases set forth therein.

The Pension contribution rate is intended to represent the Employer's cost for providing all pension benefits during the term of this Agreement. If the above Plan requires any contributions, which include surcharges, that are in excess of this amount the hourly wage shall be immediately reduced by an equivalent amount.

Section 2. Reports and payments of amounts due from the Employer to the Fund hereunder shall be made monthly, on or before the thirtieth (30th) day of the month following the month for which the report is made. The aforesaid payments shall be vested in the employees, subject to the provision hereafter provided by the Trust Agreement implementing the Pension Plan, copy of which is incorporated by reference and made a part hereof.

ARTICLE XV
CONSTRUCTION ADVANCEMENT PROGRAM OF
EASTERN OHIO AND WESTERN PENNSYLVANIA

Section 1. There has been established a Trust known as "Construction Advancement Program of Eastern Ohio and Western Pennsylvania", referred to herein as "The Fund". The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Agreement and the activities of The Fund shall be finances as set forth in Section 2 of this Article.

Section 2. The Employer shall pay to The Fund the sum of twenty-two cents (\$.22) per hour worked for each employee covered by this agreement, said contributions to be sent by separate check and made payable to Mellon Bank for the Industry Advancement Fund at the same time, in the same manner and reported separately upon the same forms. If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this Agreement, the amount of the contribution may be increased up to a maximum of an additional four cents (\$0.04) per hour. Any increase to the Construction Advancement Program contribution during the term of this Agreement shall be borne solely by the Employer.

Section 3. The monies collected by Mellon Bank, agent for the Industry Advancement Fund, shall be paid over to the Construction Advancement Program of Eastern Ohio and Western Pennsylvania, as received by Mellon Bank and the Trustees of The Fund shall deposit said monies in a separate bank account for the purpose hereinafter set forth.

Section 4. The Construction Advancement Program of Eastern Ohio and Western Pennsylvania will be used by its Trustees for the following purposes:

The promotion of safety and accident prevention in industry; education programs such as schools for superintendents of construction and other advisory personnel; the cost of standardizing contracts and specifications; setting up machinery to bring about cooperation between architects, engineers and contractors to eliminate disputes and disagreements; research into new methods and new materials for use in the building and construction industry; the expenses involved in conducting a public relations program for the benefits of contractors engaged in the building and construction industry in Lawrence and Mercer Counties; the expenses attendant to the promotion of stability of relations between labor and management; the expenses incurred by management in connection with collective bargaining on an industry-wide basis for the benefit of the building and construction contractors engaged in commercial and building construction in Lawrence and Mercer Counties area; the expenses required to maintain facilities for arbitration of disputes and the adjustment of grievances; the expenses incurred in the collection of contributions for The Fund; management's expenses for administering jointly with representatives of labor, health and welfare programs for the various trades and crafts employed in the building and construction industry; management's expenses of administering jointly with representative of labor apprenticeship training programs to insure a sufficiency of skilled workmen and crafts for all contractors in the Lawrence and Mercer County area; providing contributors with information and data relating to the industry in the matters mentioned herein; administration of the Fund; and such other industry-wide endeavors of like character or kind as may be desirable from time to time.

Section 5. The Fund shall not be used for the payment of dues of the Eastern Ohio and Western Pennsylvania Builders Association lobbying in support of anti-labor legislation; to subsidize contractors during a period or periods of work stoppage or strikes; to pay the cost of litigation before a court or administrative body against the Union or any of its affiliated locals; or for any activity injurious to the Union or any of its affiliated locals.

Section 6. Payments to the Fund and monies in the Fund shall be used only for the

purposes indicated in Section 4. The Pension Fund and Health and Welfare Fund, the Union, individual Employers and their employees shall have no right, title or interest in any of the payments to or monies in the Fund nor shall they, or any of them, be entitled to receive, directly or indirectly any portion thereof.

Section 7. As part of the administration of the Fund, there shall be an annual audit of the Fund, a statement of the results of which shall be available for inspection by interested persons at the offices of the Eastern Ohio and Western Pennsylvania Builders Association.

Section 8. In the event the Union alleges that the Fund is being used for one of the purposes specifically forbidden in Section 5, the dispute shall be subject to the arbitration provisions of this Agreement.

Section 9. The Fund and the Trust established pursuant to this provision are contingent upon and subject to obtaining such approval of the Commissioner of Internal Revenue as Eastern Ohio and Western Pennsylvania Builders Association may find necessary to establish the deductibility for income tax purposes of contributions made by the Employer for the Fund as being tax exempt under the applicable provisions of the Internal Revenue Code. In the event that the Commissioner of Internal Revenue requires any modifications of this provision or of the Trust, such modification shall be made in order to qualify payments for the Construction Advancement Program as being tax exempt.

ARTICLE XVI EDUCATION AND TRAINING FUND

The Employer agrees to make payments to the Western Pennsylvania Laborers' Education and Training Fund and remitted in the manner set forth under provisions of ARTICLE XVIII. Said Fund is administered by a joint labor/management Board of Trustees. Payments shall be in accordance with the scheduled listed in Appendix I.

ARTICLE XVII NATIONAL HEALTH AND SAFETY FUND

The Employer agrees to make payments to the Laborers' International Union of North America Health and Safety Funds in the manner set forth under the provisions of ARTICLE XVIII. Said Funds shall be administered by a joint labor/management Board of Trustees which shall be through the International Union. Contributions shall be made in accordance with the consolidated report and contributions language contained herein and in accordance with the schedule listed in Appendix I.

ARTICLE XVIII CONSOLIDATED REPORT AND CHECK

Section 1. (a) The Consolidated Report of the contributions and deductions to the respective funds, including names, hours worked and amounts remitted for each employee, together

with a single check made payable to the Mellon Bank or any other Mellon Bank designated by the Trustees of the respective funds shall be prepared and submitted no later than the thirtieth (30th) day of the month following the month for which the report and contributions have been made.

(b) Report forms shall be provided by the Laborers' District Council of Western Pennsylvania Welfare and Pension Funds Administrative Office as presently or hereafter designated by the Council and shall be prepared in accordance with the instructions contained thereon.

(c) Reports, together with the remittance check made payable to Mellon Bank Laborers Contribution Account 18-29347, shall be forwarded to the Laborers Combined Fund, P.O. Box 360137, Pittsburgh, Pennsylvania 15251-6137 or to such other addressee as may be designated by the Trustees of the respective Funds.

Section 2. All affiliation fees and monthly dues shall be remitted promptly and directly by the Employer to the Local Union having jurisdiction.

Section 3. Monthly reports shall be made by the Employer whether or not it is acknowledged that any amounts are due to the Funds or to the Union.

If the Employer states in the report that no money is due, he shall also state the reason therefor.

ARTICLE XIX SECURITY AND PENALTY CLAUSE

Section 1. If the Employer fails to make a payment required by any provision of this agreement after the due date of such payment, the Union shall have the right to require that the Employer post security in cash or United States Government Bonds in the amount of three (3) times his normal monthly payments of \$20,000.00 which shall be maintained to secure the making of any such future payments.

Section 2. Should the Employer thereafter fail to pay his contributions to the Funds or any other deductions when the same shall be due and payable, upon such delinquency, the Administrator of the Funds or the President-Business Manager of the Union shall have the right to apply the security or to demand application of the security toward the payment of the delinquent amounts and in addition thereto, the amounts provided for in Section 3.

Section 3. When the Employer is in breach of this Agreement by reason of delinquency of remittances, contributions or payments, he shall be obligated to the payment of an additional amount to cover added bookkeeping expenses and other incidental costs in the amount of forty dollars (\$40.00) or ten percent (10%) of the amount of the delinquent payments, contributions or remittances, whichever is greater, plus interest on the amounts due at the rate of one and one-quarter percent (1-1/4%) per month until paid. Further, in the event legal action is required, the Employer shall be required to pay attorney's fees and other expenses in the amount of fifteen percent (15%)

of the total deficiency. It is agreed that if legal action is deemed necessary, said action will be instituted in Allegheny County against the delinquent Employer.

Section 4. It is also agreed that authorized representatives of the Union shall have the right to examine and audit the Employer's records to determine that all proper deductions are being made from the employees coming under the jurisdiction of this Agreement and that all proper contributions, payments and remittances are being made by the Employer.

NOTE: The Contractor shall post the classifications and wages applying to the job in a conspicuous place where they can be readily seen by the men on the job.

ARTICLE XX SUB-LETTING OF WORK

A. It is agreed that the Employer herein shall not contract or sub-contract any laborer work to be done at the site of the construction, alteration or repair of a building structure or other work of like nature to any other Employer who does not have a collective bargaining agreement covering wages, hours and working conditions of his employees with the Laborers' District Council of Western Pennsylvania.

B. Relative to sub-letting of work, it is agreed that the Prime Contractor (Employer) shall stipulate that all sub-contractors shall make proper work jurisdiction assignments.

C. It is further agreed that the Employers and their sub-contractors shall have freedom of choice in the purchase of materials, supplies and equipment, save and except that every reasonable effort shall be made by the aforesaid to refrain from the use of materials, supplies and equipment which use will tend to cause any discord or disturbance on the job.

D. The Employer agrees to accept and use materials and products which bear the Union Label of the Laborers' International Union of North America in all instances in which such materials and products are available, or any other products or materials made by employees with whom we have contractual agreements.

ARTICLE XXI TERM CLAUSE

Section 1. The terms and conditions of this agreement are the only terms and conditions binding on the parties hereto.

Section 2. It shall not be deemed necessary or required that an Employer sign any additional agreement for work covered by this agreement, within the territorial jurisdiction of the Laborers' District Council of Western Pennsylvania; however, the Employer shall abide by such wages, hours, fringe benefits and working conditions which are established and contained in agreements in the area in which the project is located.

Section 3. Violations of this Article shall be subject to the provisions of Article X Arbitration of this agreement.

Section 4. Prior to putting any delinquent sub-contractor and/or his employees on the general contractors' payroll, the general contractor shall notify the Laborers' District Council of such intended action. Should the sub-contractor be delinquent to the Laborers' District Council of Western Pennsylvania Health and Welfare Fund, Pension Fund, Hourly Dues Deduction Fund and Industry Advancement Fund, the general contractor, before putting the sub-contractor and/or his employees on his payroll, shall obtain a written statement from the sub-contractor authorizing him to pay the delinquency and the various funds in full for all work performed on that job.

ARTICLE XXII NON-DISCRIMINATION

It is the continuing policy of the Employer and the Union that the provisions of this contract shall be applied without discrimination because of age, race, sex, color, religion, creed or national origin as defined by applicable laws and accordingly, both parties agree to comply with applicable laws governing such matters.

ARTICLE XXIII COMPLETE CONTRACT

The parties agree that this contract constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining and that it shall not be modified or supplemented in any way except by written agreement executed by both parties.

ARTICLE XXIV SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this contract should be held invalid by law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this contract shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid and parties hereto shall, upon the request of the Union, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree to a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration.

ARTICLE XXV PRE-JOB CONFERENCE

Section 1 When an Employer (general contractor, prime contractor or sub-contractor) secures work in any county covered by this agreement, the contractor or his agent will notify the

Laborers' District Council or the Local Union having jurisdiction in the area promptly and before starting work.

Section 2 There shall be a pre-job conference to review and clarify the agreement between the Employer and the Union to include a discussion to afford the Union ample opportunity to refer qualified men to work. If the sub-contractors are not known at the meeting, the general contractor shall notify the Union when the sub-contractors are known. The Union shall have a pre-job conference with the sub-contractor prior to starting work.

Section 3 A pre-job conference form shall be completed by the Local Union representative on a form supplied by the Union. Upon completion of the form, the Employer, along with the Local Union representative, shall sign the pre-job conference form. A copy of the pre-job conference form shall be given to the Employer and a copy forwarded to the Laborers' District Council of Western Pennsylvania.

Section 4 Should any general, prime or sub-contractor violate the provisions of this Article, it shall be deemed a violation of the contract and is subject to arbitration.

Section 5 Should the contractor secure work in an amount of less than fifty thousand dollars (\$50,000.00), the Union has the option of requesting a pre-job conference to review and clarify the agreement between the Employer and the Union, including a discussion to afford the Local Union ample opportunity to refer qualified men to work.

ARTICLE XXVI APPRENTICESHIP FUND

The Employer agrees to participate and be bound by the rules and regulations of the Western Pennsylvania Laborers' Education and Training Fund ("Training Fund"). The employment of all apprentices, including all wages and benefits paid to them, and schooling shall be under the regulation and jurisdiction of the Training Fund. The Employer shall have the right to hire a pre-apprentice when the Training Fund is unable to supply an Employer with a qualified apprentice. The pre-apprentice must make application to the apprenticeship program operated by the Training Fund at the first available opportunity after being hired. The pre-apprentice must meet all the qualifications for acceptance into the apprenticeship program and enter the apprenticeship at the first available opportunity and comply with all of the requirements of the apprenticeship program. If the pre-apprentice fails to comply with these provisions, the pre-apprentice shall be terminated by the Employer.

While employed as a pre-apprentice, the worker shall be paid wages and benefits in accordance with the introductory rate (1 – 1000 hours) established by the Training Fund for new apprentices. After entering the apprenticeship program the worker shall be paid in accordance with the rates established by the Training Fund based on the placement of the worker in the apprenticeship program. Except as provided in Article XXVII below, effective June 1, 2022, through May 31, 2023 (future years to be determined), apprentices shall be paid as follows:

STEP 1	1-1000 hours	\$18.00 per hour
STEP 2	1001 – 2000 hours	\$19.00 per hour
STEP 3	2001 – 3000 hours	\$19.50 per hour
STEP 4	3001 – 4000 hours	\$20.50 per hour
(No working dues deductions at Steps 1 and 2)		

Classification differentials shall not apply to apprentices.

At no time shall the apprentice rate exceed the journeyperson rate on any project.

Overtime and shift differentials for apprentices shall be paid in accordance with the agreement under which the apprentice is working.

Apprentices are not permitted to work outside of the jurisdiction of the 33 counties of Western Pennsylvania.

The Employer may use 1 apprentice for every 2 journeypersons.

Benefits are the same for each step level and shall be paid on an hourly basis based on hours worked as follows:

	6/1/22	6/1/23	6/1/24	6/1/25	6/1/26
Laborers' District Council of W. PA Welfare Fund	\$7.92	TBD	TBD	TBD	TBD
Laborers' District Council of W. PA Pension Fund	\$2.88	TBD	TBD	TBD	TBD
Western PA Laborers' Education and Training Fund	\$0.15	TBD	TBD	TBD	TBD
Laborers' International Union of North America National Funds	\$0.03	TBD	TBD	TBD	TBD
Construction Advancement Program of Eastern OH and Western PA	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06

The contributions listed above shall be paid per hours worked and overtime premiums shall not apply to fringe benefit contributions.

In addition to the fringe benefit contributions listed above, except at Steps 1 and 2, the following amounts shall be remitted:

- *Laborers' Dues Deduction Fund 6.0% of Gross Wages
- *DEDUCTED FROM EMPLOYEES' WAGES

**ARTICLE XXVII
MARKET SHARE CAPITALIZATION ADDENDUM**

There are specific projects within the scope of this Agreement for which all of the wages and conditions contained herein are not appropriate due to competition or other reasons.

It is agreed that this Article is applicable to the following projects that meet all of the following, which shall include light commercial, residential, etc.:

- A. A project not subject to prevailing wages;
- B. A project not covered by a National Maintenance Agreement, Project Stabilization Agreement or Union-Only Agreement; and
- C. A project in which the contractor's total project labor cost does not exceed \$2,000,000.00, exclusive of engineering/soft costs; equipment costs; and mechanical, electrical and plumbing costs.

Should any questions or disputes arise as to application of this Article, the burden of proof shall fall upon the contractor and upon request by the Union, the contractor shall provide written verification.

On projects subject to this Article, the contractual wage rates set forth in Appendix I of this Agreement for JOURNEYPersons shall be adjusted and reduced by 25% for each job classification. The rates shall be as follows:

CLASSIFICATION	6/1/22	6/1/23	6/1/24	6/1/25	6/1/26
COMMON	\$17.83	\$18.99	\$20.12	\$20.87	\$21.62
SKILLED	\$17.94	\$19.10	\$20.23	\$20.98	\$21.73
ASBESTOSIS REMOVAL	\$18.04	\$19.20	\$20.33	\$21.08	\$21.83
TOXIC/HAZARDOUS	\$18.39	\$19.55	\$20.68	\$21.43	\$22.18

Welfare Fund contributions for JOURNEYPersons shall be 85% of the regular contribution rates. Pension Fund contributions for JOURNEYPersons shall be \$4.18 per hour. Benefits for JOURNEYPersons shall be paid on an hourly basis based on hours worked as follows:

	6/1/22	1/1/23	1/1/24	1/1/25	1/1/26
Laborers' District Council of W. PA Welfare Fund	\$9.36	\$9.36	\$9.36	\$9.78	\$10.21
Laborers' District Council of W. PA Pension Fund	\$4.18	\$4.18	\$4.18	\$4.18	\$4.18
Western PA Laborers' Education and	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

Training Fund					
Laborers' International Union of North America National Funds	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07
Construction Advancement Program of Eastern OH and Western PA	\$0.22	\$0.22*	\$0.22*	\$0.22*	\$0.22*

The contributions listed above shall be paid per hours worked and overtime premiums shall not apply to fringe benefit contributions.

- * If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this Agreement, the amount of the contribution may be increased up to a maximum of an additional four cents (\$0.04) per hour. Any increase to the Construction Advancement Program contribution during the term of this Agreement shall be borne solely by the Employer.

In addition to the fringe benefit contributions listed above the following amounts shall be remitted:

*Laborers' Dues Deduction Fund 6.0% of Gross Wages

*DEDUCTED FROM EMPLOYEES' WAGES

APPRENTICES shall be paid wages in accordance with the following:

Step 1	80% of the above JOURNEYPERSON rates
Step 2	85% of the above JOURNEYPERSON rates
Step 3	90% of the above JOURNEYPERSON rates
Step 4	95% of the above JOURNEYPERSON rates

	6/1/22	6/1/23	6/1/24	6/1/25	6/1/26
STEP 1	\$14.26	\$15.19	\$16.10	\$16.70	\$17.30
STEP 2	\$15.16	\$16.14	\$17.10	\$17.74	\$18.38
STEP 3	\$16.05	\$17.09	\$18.11	\$18.78	\$18.56
STEP 4	\$16.94	\$18.04	\$19.11	\$19.83	\$20.54

The benefit rates for APPRENTICES shall be as set forth in Article XXVI above as follows:

	6/1/22	6/1/23	6/1/24	6/1/25	6/1/26
Laborers' District Council of W. PA Welfare Fund	\$7.92	TBD	TBD	TBD	TBD

Laborers' District Council of W. PA Pension Fund	\$2.88	TBD	TBD	TBD	TBD
Western PA Laborers' Education and Training Fund	\$0.15	TBD	TBD	TBD	TBD
Laborers' International Union of North America National Funds	\$0.03	TBD	TBD	TBD	TBD
Construction Advancement Program of Eastern OH and Western PA	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06

The contributions listed above shall be paid per hours worked and overtime premiums shall not apply to fringe benefit contributions.

In addition to the fringe benefit contributions listed above, except at Step 1, the following amounts shall be remitted:

*Laborers' Dues Deduction Fund 6.0% of Gross Wages

*DEDUCTED FROM EMPLOYEES' WAGES

If the contractor determines it would improve productivity and efficiency, a cooperative work force (composite crew) may be implemented. The make-up of the crew will be determined at the pre-job conference.

APPENDIX I WAGE AND BENEFIT RATES

A. Wages shall be paid in accordance with the following schedule. The Union shall have the option of using all or any part of the wage increases for improvement or payment of cost of any fringe benefit provided under this Agreement, provided that the Union gives the Employer written notice of its election to do so by registered letter, at least thirty (30) days before the effective date of the scheduled increases, specifying in said notice the amount of the increase to be applied for this purpose and for the fringe benefit for which the money is to be used.

CLASSIFICATION	6/1/22 \$1.04	6/1/23 \$1.55	6/1/24 \$1.50	6/1/25 \$0.50	6/1/26 \$0.50
COMMON	\$23.77	\$25.32	\$26.82	\$27.32	\$27.82
SKILLED	\$23.92	\$25.47	\$26.97	\$27.47	\$27.97
ASBESTOSIS REMOVAL	\$24.05	\$25.60	\$27.10	\$27.60	\$28.10
TOXIC/HAZARDOUS	\$24.52	\$26.07	\$27.57	\$28.07	\$28.57

When working in piers, trenches, open cofferdams and caissons at depths more than ten feet (10') below the lowest adjacent grade, the following rates apply. Special hazardous conditions shall be referred to the Joint Arbitration Committee for decision.

B. PREMIUM CLASSIFICATIONS:

(1) When men are engaged in hazardous work, such as blast furnace, repairs, coke ovens, stack work, swinging scaffolds, boiler, stove pipe work, etc., they are to receive fifteen cents (\$.15) per hour additional for the time engaged in such work.

(2) All work done above thirty feet (30') from the adjacent grade shall be considered hazardous work and men thus employed shall be paid for time on such work at fifteen cents (\$.15) above the regular rate.

(3) Employees, when engaged in the work of handling of all plasterers' materials or building scaffolding for masons, plasterers and fireproofers or handling of centers for floor arches shall be paid the Hod Carrier rate.

D. In compliance with ARTICLE XIII the following shall apply: It is agreed that when five (5) or more laborers are employed on any job, a foreman shall be employed. This foreman shall be a member of the District Council and shall receive a minimum of forty cents (\$.40) per hour over the highest paid classification working under him.

When a general foreman is required, he shall receive seventy-five cents (\$.75) per hour over the highest paid classification working under him.

FRINGE BENEFITS
(Effective Each Year of the Agreement)

In addition to the above wage rates, this Agreement includes provisions for the following Employer Contributions/Remittances:

	6/1/22	1/1/23	1/1/24	1/1/25	1/1/26
Laborers' District Council of W. PA Welfare Fund	\$11.01	\$11.01	11.01	\$11.51	\$12.01
Laborers' District Council of W. PA Pension Fund	\$7.88	\$7.88	\$7.88	\$7.88	\$7.88
Western PA Laborers' Education and Training Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Laborers' International Union of North America National Funds	\$0.07	\$0.07	\$0.07	\$0.07	\$0.07
Construction Advancement Program of Eastern OH and Western PA	\$0.22	\$0.22*	\$0.22*	\$0.22*	\$0.22*

The contributions listed above shall be paid PER HOURS WORKED and overtime

premiums shall not apply to fringe benefit contributions.

- * If it is determined by the Construction Advancement Program of Eastern Ohio and Western Pennsylvania that an increase is needed during the term of this Agreement, the amount of the contribution may be increased up to a maximum of an additional four cents (\$0.04) per hour. Any increase to the Construction Advancement Program contribution during the term of this Agreement shall be borne solely by the Employer.

In addition to the fringe benefit contributions listed above, the following amounts shall be remitted:

*Laborers' Dues Deduction Fund 6.0% of Gross Wages
*DEDUCTED FROM EMPLOYEES' WAGES

SIGNED AND SEALED this _____ day of June, 2022, by and between:

THE BUILDERS' ASSOCIATION
OF EASTERN OHIO AND
WESTERN PENNSYLVANIA

LABORERS' DISTRICT COUNCIL
OF WESTERN PENNSYLVANIA

Official Signature

Philip Ameris,
President-Business Manager

Print Name & Title

Joseph J. Laquatra, Jr.,
Secretary-Treasurer

Witness

Witness

LOCAL UNION 964
20 S. Mercer Street, Suite 2A
New Castle, PA 16101

Jeff Grinnell,
Business Manager

Witness

The undersigned Company hereby accepts the provisions of the foregoing
Contract and agrees to be bound by the terms thereof.

DATE _____

Company Name
(and "Its Successors or Assigns")

Official Address

Official Signature

Print Name & Title

Witness

LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA
Notice to Laborers Combined Funds of Western Pennsylvania
12 Eighth Street, 5th Floor, Pittsburgh, PA 15219

FEDERAL IDENTIFICATION NO. _____

EMPLOYER NO. _____

FIRM NAME _____

STREET ADDRESS _____

CITY _____ COUNTY _____

STATE _____ ZIP CODE _____ PHONE _____

OWNERSHIP:

_____ Proprietorship _____ Partnership _____ Corporation _____ Joint Venture