

**INDEPENDENT  
HEAVY, HIGHWAY, UTILITY  
and/or  
RAILROAD CONSTRUCTION  
AGREEMENT**

**Covering the Twenty-nine counties  
of Eastern Pennsylvania enclosed**



**Heavy and Highway Construction  
Workers'  
Local Union No. 158**

**Affiliated with Laborers' International  
Union of North America AFL-CIO and Laborers'  
District Council of Eastern Pennsylvania**

**May 1, 2016 to April 30, 2020**



THIS AGREEMENT entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ between

\_\_\_\_\_  
\_\_\_\_\_  
hereinafter referred to as the “EMPLOYER” and HEAVY  
AND HIGHWAY CONSTRUCTION WORKERS’ LOCAL  
UNION NO. 158, HARRISBURG, PENNSYLVANIA,  
affiliated with the LABORERS’ INTERNATIONAL  
UNION OF NORTH AMERICA and LABORERS’  
DISTRICT COUNCIL OF EASTERN PENNSYLVANIA,  
hereinafter referred to as the “UNION.”

## **STATEMENT OF POLICY**

The Employer and representatives of the Union will endeavor to carry out to the fullest extent the intent and letter of the Agreement, and will avoid any attempt to coerce the other party to change any part of the Agreement, but will at all times encourage the full compliance with all terms of the Agreement as it is when signed.

This Statement of Policy, which is a recognized part of the Agreement has been agreed to by the parties negotiating this Agreement and should be strictly observed.

## **Article I**

A. 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.

B. 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 UNION during the term of this Agreement and any renewal thereof.

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

## **Article II**

A. "Contractor" where used in this Agreement, means any contractor engaged in (1) "Heavy Construction, Utility and Railroad Contracting" or (2) "Highway Construction" work, but does not mean or include any contractor engaged in "Building Construction."

B. The word “work” when used herein means either “Heavy, Highway, Utility and/or Railroad Construction.”

C. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees employed by the Employer engaged in all work of any description whatsoever concerning Heavy, Highway, Utility and/or Railroad Construction work and shall be 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, parking facilities, railroads and riverwork; also construction of water lines and sewers to within five (5) feet of the building line.

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

E. Workmen shall not include engineering, clerical employees, timekeepers, guards, superintendents, mechanical superintendents and assistant superintendents who do not perform any bargaining unit work, but shall include all other persons employed by the contractor in the performance of any classes of work covered by this Agreement. A General Foreman or Foreman when employed on any bargaining unit work, shall be members of the bargaining unit and subject to all terms and conditions of this Agreement.

F. A superintendent or assistant superintendent who does the work of workmen belonging to the union, more than is required for instruction of workmen, is not exempt from union membership.

### **Article III**

A. It is the intention of the parties that this Agreement shall constitute a non-exclusive hiring hall arrangement, but the Union shall be given first opportunity before other sources to supply on a non-discriminatory basis the Employers' requirements for qualified employees.

B. When the contractor desires to hire employees at any time, preference will be given to the Union. 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.

C. When an Employer hires men from sources other than the Union a party to this Agreement, the Union shall be notified by the Employer giving the name, address and classification of the men hired, within three (3) days from the date of employment. Failure by an employer to notify the Union Headquarters within said three (3) days shall constitute a violation of this Agreement and shall be cause for the union to withhold laborers from said employer.

D. No applicant for employment, or employee covered by this Agreement shall be discriminated against by reason of race, religion, color, place of origin, age or sex, and the parties hereto agree to comply

with any and all State and Federal laws, rules, and regulations promulgated pursuant thereto, guaranteeing civil rights and equal employment opportunity to all person. This clause is especially cognizant of the responsibilities under Executive Order 11246 and any orders or regulations promulgated subsequent thereto.

E. 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.

F. 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.

G. 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 anyone or all such classifications or to man any particular piece of equipment that happens to be on the job unless the contractor has need for such equipment. However, this does not relieve the

contractor from the responsibility of properly manning any piece of equipment that is placed in operation. The Union will be the sole bargaining representative for all workmen employed on the work covered by this Agreement.

H. A Contractor shall not be hindered or prevented in using any type or quantity of safe machinery, tools or equipment. The parties have a mutual responsibility to cooperate in developing mutually satisfactory means of achieving continuing improvements in the safety conditions in the industry. Members of the Union and the Employer shall comply with all safety measures required under City, County, State and Federal Safety Rules and Regulations.

I. This Agreement shall govern all Heavy, Highway, Utility and / or Railroad Construction work which any contractor performs in the following counties of Pennsylvania.

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

J. 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 schedules of labor made a part hereof will be of any force or effect upon any party hereto.

K. The Union shall select representatives who will confer with the Employer on all matters pertaining to this Agreement.

L. The Business Manager and/or his Field Representative of the Union shall have access to all jobs.

The Business Manager or Field Representative 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 laborers employed on the job and it shall be the duty of the Steward to examine the union credentials of all laborers. He shall also be allowed sufficient time to perform his duties.

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

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

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

P. The Business Manager reserves the right to remove the Shop Steward at any time he sees fit, for the good of the Union. He may not be laid off without notification to the Business Manager.

Q. Meeting for a pre-job conference can be arranged by either party upon request prior to the commencement of any job. The contractor shall notify the Union of the proposed start of work, not less than 48 hours before commencing construction.

R. 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.

S. 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 semipublic 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 schedule in this Agreement or fringe benefits unless all the

parties hereto shall agree in writing to such reduction in wages or modifications of working conditions.

T. This Agreement is not to apply to any operations or business in which any contractor engages, except his Heavy, Highway, Utility and/ or Railroad Construction.

U. This Agreement shall be binding upon the Employer, his heirs, executors, administrators and assignee. It shall also be binding upon any successor association to the one(s) herein.

#### **Article IV**

A. The contractors agree that in the employment of laborers to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants because of membership or nonmembership in the Union. Each laborer 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 7th calendar day after his employment by a contractor or contractors in the area covered by this Agreement.

B. The hiring of new laborers and the discharging of laborers upon the request of the Union shall be in accordance with the National Labor Management Relations Act of 1947 and amendments thereto.

## **Article V**

A. All laborers 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 question relative to the classification of a laborer will be settled by the contractor and the Union Representatives, and if they are unable to reach a mutual decision, the matter shall be referred to the Jurisdictional Disputes Dept. of the Laborers' International Union of North America.

B. 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 or eight (8) hours per day unless modified by legislative requirements or contract requirements of Governmental Agencies.

C. The rates of wages set forth in the Schedule of Labor will apply to all work and every laborer covered by this Agreement.

D. No payment is to be made for time not worked except as provided under ARTICLE VI, C and ARTICLE VII, B.

E. In case there is a job or operation extended into two zones the rate of pay for the entire operation

shall be that of the zone commanding the higher wage scale.

F. The Contractor is aware of the Laborers' Jurisdiction and his obligation to make proper assignments. In the event of a question as to the proper assignment he agrees to have a meeting of the Crafts involved prior to making an assignment.

G. Coordinated Workforce - 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) 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.

H. All Toxic/Hazardous and Lead Base Paint removal 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 and lead base paint removal work, on a state or federally designated hazardous waste site, where the Laborer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, or skin and eye protection, the Laborer shall receive the hourly wage plus an additional twenty percent (20%) of that wage.

I. The Contractors Association of Eastern Pennsylvania will make available to all union plan holders the Competitive Adjustments for all 29 County Highway Projects. Any contractor signatory to this collective bargaining agreement may call the Association office for a copy of the current Competitive Adjustments. A copy of the Competitive Adjustments will also be available from any of the Unions signatory to this agreement.

## **Article VI**

A. 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.

B. All work on the following holidays: Memorial Day, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day, and General Election Day in November shall be paid for at the rate of double time.

C. 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 rate on Saturdays or over eight hours Monday through Friday.

D. No laborer 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 employee.

E. When the Contractor orders laborers through the Union and these laborers appear on the job, shift, or work at the time ordered with a card from Headquarters showing that they came to fill the request, they must be put to work or paid no less than two (2) hours time.

F. Any laborer who reports for work at the regularly appointed starting time, unless he has been notified on

the previous day not to report, shall be guaranteed 1 hour of compensation at straight time at his regular classification. In the event the employer requests that the laborer remain longer, this waiting and watching time shall be paid for at the laborer's regular classification and wage rate under this Agreement. When the laborer starts to work, he shall be paid a minimum of two (2) hours straight time at his regular classification and wage rate under this Agreement.

- G. 1. The laborer shall be paid time and one-half (1<sup>1/2</sup>) his regular straight time hourly rate for all work performed in anyone or more of the following Monday through Saturday:
  - a. Beyond eight (8) hours in a workday.
  - b. Beyond forty (40) hours in a workweek.
  
- 2. Any laborer shall be paid two (2) times his regular straight time hourly rate for all work performed in anyone or more of the following:
  - a. All work performed on a contract holiday.
  - b. All work performed on Sunday.
  
- 3. There shall be no pyramiding or duplicating of overtime pay.

H. When more than a single shift is employed, the first shift shall start between 6:00 A.M. and 8:00

A.M. (at the option of the Employer) and shall be paid for at the straight time rate, the second shift shall follow the first and be paid for at the straight time rate plus 7% for each hour worked, the third shift shall then follow the second and be paid for at the straight-time rate and 7% per hour for each hour worked.

## **Article VII**

A. All wages shall be paid weekly to laborers.

B. If a laborer 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 he is required to wait beyond such one (1) hour. This shall be construed to apply to normal working hours.

C. If a laborer quits work of his own accord, the Employer may require him to wait until the next regular pay day for his wages.

D. The Employer shall furnish all necessary tools, equipment, suitable working clothes for rainy weather and sanitary facilities.

E. The Employer shall also provide sanitary drinking containers and cups in accordance with the provisions of the laws and regulations of the Commonwealth of Pennsylvania and the Federal

Occupational Safety and Health Act of 1970.

F. Any injury to an employee resulting from the Employer's failure to comply with any State or Federal law or regulation or Municipal Ordinance relating to requirements on any job for the safety and protection of the employees shall be the sole responsibility of said Employer.

G. All injuries incurred by laborers on any project, must be reported to the union by the Employer within ten (10) days on an accident report form provided by the Union.

### **Article VIII**

Liability of Union: In the event any laborer or laborers shall engage in an act in violation of this Agreement, the Employer shall have the right to discipline and / or discharge such employees, subject to the grievance and arbitration procedure but in no event shall the Union be held liable for such acts of the laborers and the Union's only duty shall be to direct the laborers to comply with the contract.

### **Article IX**

A. Any work jurisdiction now exercised by Heavy, Highway, Utility and/or Railroad Construction Laborers' Local 158, the Laborers' International Union of North America, and Laborers District

Council of Eastern Pennsylvania shall be recognized by the Employer herein named.

1. A subcontractor is defined as any person, firm or corporation who agrees with any Employer, or with a sub-contractor of any Employer, to perform any part or portion of the work covered by this Agreement or the Manual of jurisdiction.

2. It being the intention of the parties hereto to protect the working conditions and standards established by the parties hereto under this Agreement, and to preserve the job and work opportunities to the employees covered by this Agreement, the Employer shall make provision in any sub-contract for the observance of the terms of this Agreement, by any sub-contractor or other person performing the work covered in this Agreement.

The Employer agrees to refrain from using the services of any sub-contractor who does not agree to observe all conditions of employment established by this Agreement.

3. The Employer will give written notice to the Union of any sub-contract involving the performance of work covered by this Agreement within five business days of entering into such subcontract and shall specify the name and address of the sub-contractor.

4. If any sub-contractor shall become delinquent in the payment or meeting of the obligations set forth above, the Union shall give written notice thereof to the Employer and Sub-contractor specifying the nature and amount of such delinquencies. More than one such notice may be given with respect to delinquencies.

5. In the event the Employer violates any condition of this Article the violation shall be considered a grievance and may be submitted to arbitration in accordance with the grievance and arbitration provision of the Agreement for appropriate relief under Article X.

## **Article X**

A. Should differences of any kind arise between any laborer, contractor, or the Union, it is specifically agreed that there will be no lockouts, strikes, or stoppages of any kind of any sort and all grievances and complaints involving the contractor, the Union, or the laborer which have not been settled shall be resolved in the following manner:

1. The laborer or his steward or business representative shall take the matter up with the superintendent on the job in an effort to settle the matter. The superintendent shall give his answer within two (2) working days after the matter was discussed with him.

B. If the matter is not satisfactorily settled, the Union Field representative or Business Manager shall take the matter up with the owner or his designee within one (1) week after the superintendent has given his decision. After the meeting, the owner or his designee will have three (3) work days in which to render a decision.

C. If the matter is not satisfactorily settled, then either the Union or the Employee shall have the right to submit the matter to arbitration by sending a letter to the American Arbitration Association within two (2) weeks after the owner has given his decision. The moving party shall send a copy of its letter to the other party. The arbitration will be held by one arbitrator selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall submit a panel of arbitrators to the parties consisting of names who can hear and render a decision within 30 (thirty) calendar days.

D. The arbitrator's decision shall be final and binding upon the parties and he shall have no authority to add to or subtract from the terms of this Agreement.

E. The fees and expenses of the arbitrator shall be borne by the losing party.

F. If the Employer has a grievance, it shall be

submitted in writing to the Union Business Manager who will then discuss the grievance with the Employer. The Business Manager will render his decision within three (3) days after meeting with the Employer.

G. Excluded from the grievance and arbitration procedure and jurisdiction of the arbitrator is any claim made by the Union that the Employer has not paid the proper rate of pay for the correct number of hours or for the correct amount of overtime. Such claims by the Union shall not be subject to the grievance and arbitration procedure set forth above.

## **Article XI**

A. It is agreed that if the Employer fails to pay wages as agreed upon herein, or fails to comply with the provisions of Article III, A or IX of this Agreement, or fails to pay holiday time, or to submit reports and proper contributions to the Welfare and Pension Funds as required herein, or fails to require employees to maintain union security, as provided herein, or fails or refuses to allow an inspection of payroll, employment and related records of employees as permitted by Articles XII and XIII of the Agreement, then any such failure shall be deemed an “open breach” of this Agreement, not requiring arbitration, and the Union shall have the right to withhold laborers of said Employer until the “breach” is corrected.

B. For any job classifications not set forth in this contract the Employer and Union will meet to negotiate the job classification and wages applicable to them.

C. The rates and special conditions listed on the following pages for the laborers shall be applicable as follows:

	<b>May 1, 2016</b>	<b>Hourly Wage May1, 2017</b>	<b>May 1, 2018</b>	<b>May 1, 2019</b>
<b>GROUP 1</b>				
Flag Person .....	19.81	20.36	20.96	21.61
<b>GROUP 2</b>				
Hazardous/Toxic/Asbestos Waste Handler, Lead Paint Handler .....	26.43	26.98	27.58	28.23
<b>GROUP 3</b>				
Asphalt Tamper, Concrete Pitman & Puddler, Highway.....	23.42	23.97	24.57	25.22
Guide Rail, Right of Way and Property Fence Highway Slab Reinf. Placer, Laborer, Landscape, Planters, Seeders, Arborists, Magazine Tender, Rail Trackman & Signalmen, Laser Beam Men for Pipe Laying & Paving Machines, Pneumatic & Electric Tool Operators, Jack Hammers, Paving Breakers. Conc. Saws, Whacker Vibrator, Sheet Hammers, Chainsaws, Pipelayers, Asphalt Rake, Lute or Screed Men, Highway Concrete Block Layers, Walk Behind Rollers, Walk Behind Trencher				

	<b>May 1, 2016</b>	<b>Hourly Wage May1, 2017</b>	<b>May 1, 2018</b>	<b>May 1, 2019</b>
<b>GROUP 4</b>				
Caisson open Air Below 8', Coferdam open Air Below 8', Where Exc For Circular Caisson and Coferdam 8' Below Natural Elevation of Grade Adjacent to Starting Point, Form Setters Road, Certifies Conc Tech, Concrete Rubber, Wagon Drill, Diamond Point Drill, Guniting Nozzle Operator, Blaster	23.77	24.32	24.92	25.57
<b>GROUP 5</b>				
Foreman, Form Setter, Road Foreman, Reinforced Steel Placer, Bonding Aligning and Securing and Burning and Welding in Conjunction with Rebar, Concrete Surfacers	24.44	24.99	25.59	26.24
<b>GROUP 6</b>				
Outside Laborers' In Conjunction With Tunnels And Rock Shafts	23.86	24.41	25.01	25.66
<b>GROUP 7</b>				
Chuck Tenders, Muckers, Nippers, Miners, Helpers And Driller Helpers, Inside Laborers	24.15	24.70	25.30	25.95

	May 1, 2016	Hourly Wage May1, 2017	May 1, 2018	May 1, 2019
GROUP 8				
Miners, Drillers, Blasters, Pneumatic Shield Opers. ....	24.63	25.18	25.78	26.43
Lining Spotting and Timber Workmen, Rebar Steel Placer, Bonding Aligning and Securing, Welders, And Concrete Surfacers				

*Steward: Base Wage Payment will be \$0.50 Per Hour above The Actual Wage Classification Worked.*

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**Employer Contributions**

Health & Welfare Fund	8.25	8.50	8.75	9.00
Pension Fund	7.25	7.50	7.75	8.00
<b>Laborers District Council Training Fund/Education</b>	<b>.29</b>	<b>.29</b>	<b>.29</b>	<b>.29</b>
Dues Supplement - 5.0% of Gross Wages	5.0%	5.0%	5.0%	5.0%

## **WORK PERFORMED OUTSIDE OF THE JURISDICTION OF THE COLLECTIVE BARGAINING AGREEMENT**

Members are not entitled to be the beneficiaries of pension or health and welfare plan contributions for work that they performed outside of the 29 county territorial jurisdiction of this collective bargaining agreement. This means that if a member works for any employer (including an employer who has a collective bargaining agreement with the Laborers' Local Union No. 158) at a site that is not in the 29 county territorial jurisdiction of this collective bargaining agreement, the member's work performed at that site will not count for purposes of determining benefits under the Laborers' Local Union No. 158 Pension or Health and Welfare Plans, even if the member's employer incorrectly remits contributions for such work to such Plans.

If it is determined that an employer has remitted contributions to either the Laborers' Local Union No. 158 Pension Plan or the Laborers' Local Union No. 158 Health and Welfare Plan for work that a member has performed at a site outside of the territorial jurisdiction of this collective bargaining agreement, the administrator of such plan(s) will return the contributions to the employer and the service relating to such contributions will not be counted for benefit purposes.

The only exception to the rule stated above is when there is a reciprocal agreement in place with a multiemployer defined benefit pension plan (but not a defined contribution a/k/a "annuity" plan) or health and welfare plan for the jurisdiction in which the member performs work. In no case may contributions - for work performed outside of the territorial jurisdiction of this collective bargaining agreement - be remitted directly to either the Laborers' Local Union No. 158 Pension Plan or the Laborers' Local Union No. 158 Health and Welfare Plan.

## **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.

### **Article XIII**

#### **Health and Welfare Funds**

Effective May 1, 2016, 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 Eight dollars and twenty-five cents (\$8.25) 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, 2017, 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 Eight dollars and fifty cents (\$8.50) 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, 2018, 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 Eight dollars and seventy-five cents (\$8.75) 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.

Effective May 1, 2019, 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 **Nine** dollars (\$9.00) 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 of one-half hour as a full hour, computed on a monthly basis. Each employer shall submit on forms provided therefor such information concerning contributions, wages 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 Fund**

Effective May 1, 2016, each employer shall pay into a Laborers' Pension Fund established hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of Seven dollars and twenty-five cents (\$7.25) 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 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, 2017, each employer shall pay into a Laborers' Pension Fund established hereby in accordance with the understandings and agreements between the parties hereto affected hereby, the sum of Seven dollars and fifty cents (\$7.50) 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 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, 2018, each employer shall pay into a Laborers' Pension Fund established hereby in accordance with the understandings and agreements

between the parties hereto affected hereby, the sum of Seven dollars and seventy-five cents (\$7.75) 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 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, 2019, each employer shall pay into a Laborers' Pension Fund established hereby in accordance with the understandings and agreements between the parties hereto affected hereby the sum of Eight dollars (\$8.00) 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 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 of one-half hour as a full hour, computed on a monthly basis. Each employer shall submit on forms provided therefor such information concerning contributions, wages and hours worked by laborers in his employ as shall be necessary for the sound administration and operation of the Pension 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.

### **Health & Welfare and Pension 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 interest 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 delinquencies in the form of cash or corporate surety bond in an amount up to two (2) times the amount of the

delinquency, or fifteen thousand dollars (\$15,000.00), whichever is greater. 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.

**Article XIV**  
**DUES SUPPLEMENT**

A. On the effective date of this contract the Employer shall deduct 5.0% of gross wages paid to 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 has 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 of 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.

E. Such reports and payments shall be made monthly, not later than the fifteenth day of the month

following the period covered by such reports.

**Laborers District Council of Eastern PA  
Education and Training Fund**

The amount of twenty-nine (.29) cents per hour will be contributed for the Training Fund effective on May 1, 2016.

**Article XV**

A. This Agreement shall become effective as soon as it is signed by the proper representatives of the UNION and of the EMPLOYER.

B. 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, 2016.

C. This Agreement shall extend through April 30, 2020. On any public jobs, where wage rates are included in the specifications, it is agreed that the wage rates listed for the various classifications in this Agreement in effect on the date of the bid shall prevail and continue in effect until the next May 1st plus one year thereafter which shall be the carry

over year. It is further agreed on each subsequent anniversary date (May 1) after the one (1) year rate carryover, the increase granted for the preceding year shall automatically be placed in effect on the job. This procedure shall continue from year to year until the completion of the job.

D. Where no wage rates are in the specification, it is agreed that the wage rates listed for the various classifications in this Agreement in effect on the date of the bid shall prevail and continue in effect until the next May 1st plus one year thereafter which shall be the carryover year. On each subsequent anniversary date (May 1) after the one (1) year rate carryover, the increase granted for the preceding year shall automatically be placed in effect on the job. This procedure shall continue from year to year until the completion of the job.

E. It is further agreed that the Employer shall furnish to the Union by May 1, 2020 a complete list of all jobs bid prior to April 30, 2020, on which the old schedule of wages shall apply for the 1 year carryover as prescribed in the preceding paragraph.

F. If a contractor submits a bid on a new job after April 30, 2016 the carryover clause set forth above shall not apply and the contractor shall comply with the new wage rates, welfare and pension payments and all other clauses of this Agreement

effective when the contractor starts on the job.

G. This Agreement shall continue from year to year unless notice **sent by certified mail** 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.

H. 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 XVI**

### **WORK JURISDICTION**

All work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos and/ or toxic waste and lead base paint removal will be assigned to the members of the Laborers' International Union of North America, not be limited to, the erection, moving, servicing, and dismantling of all tools and equipment normally used in the handling, control, removal or disposal of asbestos, toxic waste and lead base paint; the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

In addition to the actual removal or encapsulation of hazardous material, this Agreement covers work tasks associated with any and all safety requirements and final clean-up and disposal of such hazardous waste material.

### **Article XVII**

#### **VOLUNTARY LPL CHECKOFF**

The Employer agrees to deduct and transmit to the Laborers Political League five cents (\$.05) 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 weekly, 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.

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.

### **Article XVIII**

A. This Agreement, composed of the Statement of Policy and Articles I to XV inclusive, shall be effective and binding on the parties at interest from date of signature.

B. The schedule of Labor Rates shall be in force during the period of this Agreement between the EMPLOYER and UNION.

C. The Schedule of Labor shall be individual Agreements between the EMPLOYER, and the UNION, included in this Agreement.

D. It is agreed by and between the parties hereto that the term of this contract shall extend to April 30, 2020.

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.

COMPANY NAME AND ADDRESS

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No.

Street

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City

State

Zip

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Telephone - Area Code

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E-Mail

FOR THE EMPLOYER

Signature and Title

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WITNESS

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HEAVY AND HIGHWAY CONSTRUCTION  
WORKER' LOCAL 158

4655 Linglestown Road, Suite D  
Harrisburg, PA 17112-9525

(717) 671-1810      FAX (717) 671-9144

ROBERT SLICK  
President

NICHOLAS BOZZA  
Vice-President

RONALD TOMASETTI  
Business Manager

JAMES M. ANDREWS  
Secretary-Treasurer

LABORERS' DISTRICT COUNCIL  
OF EASTERN PENNSYLVANIA  
TONY SEIWELL