

# AGREEMENT

Effective: May 1, 2021

Expires: April 30, 2023

between

INTERIOR FINISH CONTRACTORS  
ASSOCIATION

150 S. Warner Road, Suite 245  
King of Prussia, PA 19406

and

LABORERS' DISTRICT COUNCIL  
of the Metropolitan Area  
of Philadelphia & Vicinity  
665 North Broad Street  
Philadelphia, PA 19123  
(215) 684-2090



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

This Agreement made and entered into this first day of May, 2021 by and between the INTERIOR FINISH CONTRACTORS ASSOCIATION, INC. (hereinafter referred to as the Negotiating Agent designated for its members, hereinafter referred to as the "Employer,") and the LABORERS' DISTRICT COUNCIL OF THE METROPOLITAN AREA OF PHILADELPHIA & VICINITY, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, (hereinafter referred to as the Union.)

**WITNESSETH:**

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

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

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

## **ARTICLE I**

### **Section 1 – Purpose**

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

### **Section 2 – Governing Provisions**

Any provisions contained in the within agreement that are contrary to or held to be in violation of the law on the part of either party hereto to any Federal, State or Municipal law now in force and effect for the duration of such voidance, it being intended, however, that the remaining provisions hereof shall be unaffected.

### **Section 3 – Subcontractor Clause**

It shall be the obligation of the Association and/or independent Employer, signatory to this agreement, that no work to be performed under this agreement by the contractor or Employer shall be subcontracted to any other contractor or Employer unless such assignee

is signatory to a written agreement with the Laborers' District Council.

#### **Section 4 – Recognition**

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

#### **Section 5 – Work Assignments**

- (a) Employers shall make all work assignments as follows:
  - (i) In accordance with the terms of an existing labor Agreement providing for such work;
  - (ii) In accordance with the terms of any International and/or Memorandum of Understanding between the signatory Union and any other Union; and
  - (iii) In accordance with area practices of local building trades.
- (b) If the Employer has complied with the provisions of paragraph (a) of this Section 5 and receives notification that two or more Unions are contesting the work assignment, the Employer shall maintain his work assignment until the dispute has been resolved in accordance with the following procedure:
  - (i) Contesting Unions and the contractor shall attempt to resolve the work assignment dispute(s). If they are unable to do so within a reasonable time, then
  - (ii) The parties to this Agreement shall meet for the purpose of resolving the dispute(s). If said

parties are unable to resolve the dispute(s), then

(iii) The parties to this Agreement will refer said dispute(s) to their International Unions. If said International Unions are unable to resolve the dispute(s), then

(iv) The Unions involved will submit the dispute(s) to their respective General Presidents to be resolved.

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

## **ARTICLE II**

### **Section 1 – Territorial Jurisdiction**

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

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

## **ARTICLE III**

### **Section 1 – Union Security**

The Laborers' District Council, on behalf of its members Unions, agrees, at the request of the Employer, to furnish competent Laborers to the Employer. It is agreed that after the employee, who, by the nature of his work, comes within the provisions of this agreement, and who shall have worked for the Employer for at least seven (7) days, such employee shall be required to then become and remain a member of the Union in good standing and the Union shall make membership therein continuously available to such employee on the same terms and conditions as are generally applicable to the other members of the Union.

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

### **Section 2 – Nondiscrimination**

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

## **ARTICLE IV**

### **Section 1 – Working Hours**

- (a) Eight (8) hours shall constitute a day's work, time to be normally made between 6:00 A.M. and 5:30 P.M., Monday through Friday. Lunch period is usually from 12:00 Noon to 12:30 P.M. If employees are required, because of an emergency, to work through their lunch periods, such employees shall receive time and one-half to their lunch period involved. No employees shall be permitted to work for more than five (5) hours without any allowance of at least fifteen (15) minutes for lunch period, which period shall be treated and paid for as time worked.
- (b) At the option of the employer and with authorization of the Business Manager of the local union, a work week consisting of four 10 hours days at the straight time rate of pay may be utilized. The 5th day may be utilized as a makeup day at the straight time rate of pay for hours lost during the regular work week provided, however, that all hours worked in excess of ten on any given day or 40 in any given work week shall be paid at the overtime rate. All laborers working on the make- up day will be paid the same rate of pay.

### **Section 2 – Tide Work**

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

### **Section 3 – Overtime**

All time made on Sundays and holidays shall be paid at the rate of double time. All other overtime shall be paid at the rate of time and one half. Saturdays

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

#### **Section 4 – Holidays**

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

#### **Section 5 – Steward**

A Steward has absolutely no authority to call or cause any work stoppage, but he shall have the authority to detect any violations of the terms and provisions of this agreement and to report any such violations, if found, to his Business Manager. He shall be allowed sufficient time to perform his duties. Before discharge or layoff of the Steward, the Employer shall notify the Business Manager of the Local Union.

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

#### **Section 6 – Access to Jobs**

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

#### **Section 7 – Reporting for Work**

A laborer who is not put to work, after initially reporting to the job upon the expressed order of an Employer shall be guaranteed four (4) hours pay. If a laborer who, upon expressed order of an

Employer, reported to the job and would be entitled to the guaranteed four (4) hours pay, shall, if put to work and continues to work after 12:00 Noon, be guaranteed eight (8) hours pay for such initial work day on the job, calculated at the hourly wage rate except if the failure to provide the work is caused by weather of such inclemency as to make it impossible for the employee to begin work or to remain at work. The employer is not obligated to provide work or pay for that day.

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

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

### **Section 8 – Job Injuries**

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

### **Section 9 – Layoffs**

When a laborer is laid off because of lack of work or job completion, or dismissed, he shall be paid in



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

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

### **Section 10 –Shift Work**

When more than one (1) shift is employed, the second shift shall work seven and one-half (7 1/2) hours and shall be paid for eight (8) hours at the regular basic hourly wage rate; the third shift shall work seven (7) hours and shall be paid for eight (8) hours at the basic hourly rate. Shift time to be made between the hours of 4:30 P.M. and 8:00 A.M., whether or not there has been a previous shift working. Where such shifts work more than one for the shift on which they are working, they shall be paid overtime at the rate of time and one-half. Shift time worked from Friday Midnight until 8:00 A.M. Saturday, shall be paid at the regular basic hourly rate. All work performed between the hours of

8:00 A.M. Saturday and 8:00 A.M. Monday shall be paid for at the rate of time and one-half, except that all work performed on Sunday shall be paid at a rate of double time. None of the provisions of the within paragraph shall apply to the hours worked between

7:00 A.M. and 8:00 A.M., where such hour is part of the day shift. An employer may have a shift for eight hours starting after 4:30 P.M. and the laborers' shall be paid for eight hours for eight hours worked so long as the employer is only utilizing one shift.

### **Section 11 –Tools, Machinery and Facilities**

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

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

### **Section 12 –Safety Regulations**

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

## **ARTICLE V**

### **Section 1 – Wages**

All classifications, wage rate and fringe benefits shall be set forth in Schedule "A" attached hereto and by this reference made a part hereof. All employees hired as laborers under this Agreement are to be paid at the rates and wages set forth in Schedule "A" from the employee's first day of employment, irrespective of whether the employee retains union status.

## **Section 2 – Foreman**

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

# **ARTICLE VI**

## **Section 1 – Pay**

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

## **Section 2 – Itemized Statement**

An itemized statement shall be included in the pay envelope or upon the check stub. Said statement shall gross income, deductible items and the net amount.

This statement or check stub is to be retained by the employee.

## **ARTICLE VII**

### **Section 1 – Yard Work Rates**

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

## **ARTICLE VIII**

### **Section 1 – Insurance Coverage**

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

## **ARTICLE IX**

### **Section 1 – Bond Security for Fringe Benefits Payments**

Each Employer shall furnish a bond in the amount of Twenty-five Thousand Dollars (\$25,000.00) of a recognized and responsible corporate surety to guarantee or secure the faithful making of payments of fringe benefits as provided in Schedule “B” to the depository of such funds.

In the event an Employer is unable to furnish a bond in the amount stated above, Employer shall be required to contribute to the Funds on a weekly basis at the same time that the Employer's payroll is due.

Where an Employer has a history of paying into the fringe benefit funds on a timely basis, the requirement for a bond shall be inapplicable so long as timely payments are made to the fringe benefit funds.

## **ARTICLE X**

### **Section 1 – Health and Welfare Fund**

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

Effective May 1, 2021 through April 30, 2023, the employers shall contribute nine dollars and ninety-five cents (\$9.95) per hour for each hour worked in Philadelphia County (whether regular time or overtime) and nine dollars and seventy-five (\$9.75) per hour for each hour worked in Bucks, Chester, Delaware and Montgomery Counties (whether regular time or overtime).

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

- (1) Payments are due by the 25th day following the end of the payroll month which the report covers.
  - (a) Payments not received by the 25th day following the end of the payroll month which the report covers shall be considered delinquent.

(b) Payments made after the Delinquent Date shall accrue interest at a rate of 12% per annum.

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

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

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

(e) The Employer will be subject to legal action if the contributions are not received by the 15<sup>th</sup> day of the month following the month for which the contributions are due, in which case the Employer shall be liable to pay principal sums and accrued interest and liquidated damages, cost of suit and audit (if applicable and attorneys fees).

4. On the 25th day of each month thereafter that the contribution is not paid the employer shall pay liquidated damages in the amount of 10% of the contribution amount due.

Each Employer shall, within twenty-five (25) days after the end of each payroll month following the month in which the work was performed, remit all payroll reports and tender contributions for all benefit funds named in this Agreement, by electronic filing to the designated depository consistent with the procedures established by the trustees of the Laborers' District Council Benefit Funds, the report shall contain, (1) the names and Social Security numbers of the

Persons to whom this Agreement is applicable, who have been in the employ of the Employer during such payroll week or month for which wages or any type of compensation are payable under this Agreement; (2) such other information as the Board of Administration of the “various Laborers’ District Council Benefit Funds” hereinafter provided for, may reasonably require for the proper administration of said Funds.

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

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

## **Section 2 – Industry Advancement Program**

The Employer agrees, commencing May 1, 2021, to pay into such fiscal agent selected by the Interior Finishers’ Contracting Association, a contribution of thirty (\$.30) cents per hour for each hour worked by each laborer (including foreman). Contributions shall be subject to increase or decrease as determined

by the Interior Finishers' Contractors Association, provided, however, that Employers shall notify the Union at least thirty (30) days in advance in writing of any such changes. The contributions comprising this Fund shall be administered by the Interior Finishers' Contractors Association and shall be used in payment of the operating costs of such Association including, but not limited to, the expenses incurred in connection with the promotion of stability of relations between labor and management, the Association's costs of collective bargaining, costs of representation in the adjustment of grievances and in arbitration, fees of arbitration, secretarial costs, counsel fees, conducting safety campaigns, research programs and such other matters as will be beneficial to the industry at large. No Employer or employee shall have any interest, proprietary or otherwise, in said contributions and/or the assets of said Fund.

The parties agree to establish an Industry-Wide Diversity Program (IDP). The IDP shall be funded in part with up to five (\$0.05) cents per hour from this Industry Advancement Program.

## **ARTICLE XI**

### **Section 1 – Pension & Annuity Fund**

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

Effective May 1, 2021 through April 30, 2023, the Employers shall contribute twelve dollars forty- three cents (\$12.43) per hour for each hour worked in Philadelphia County (whether regular time or overtime) and twelve dollars and three cents (\$12.03) per hour for each hour worked in Bucks, Chester, Delaware and Montgomery Counties ( whether



regular or overtime). Rates are subject to increase or decrease.

## **ARTICLE XII**

### **Section 1 – Prepaid Legal Services Plan**

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

Effective May 1, 2021 through April 30, 2023, the Employers shall contribute forty-one cents (\$.41) per hour for each hour worked (whether regular time or overtime). Fringes are subject to increase or decrease.

## **ARTICLE XIII**

### **Section 1 – Education and Training Fund**

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

Effective May 1, 2021 through April 30, 2023, the Employers shall contribute two dollars seventy-eight cents (\$2.78) per hour for each hour worked in Philadelphia County (whether regular time or overtime) and two dollars twenty-one cents (\$2.21) per hour for each hour worked in Bucks, Chester, Delaware and Montgomery Counties (whether regular time or overtime). Rates are subject to increase or decrease.

## **ARTICLE XIV**

### **Section 1 – Political Action Committee**

Effective May 1, 2015, each employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions, a contribution to the Laborers' District Council Political Action Committee in the amount of fifty cents (\$.50) for each hour worked.

### **Section 2**

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

## **ARTICLE XV**

### **Section 1 – Laborers-Employers-Cooperation and Education Trust**

Effective May 1, 2021, the Employers shall twenty- eight cents (\$.28) per hour for each hour worked (whether regular time or overtime) to the laborers Employers Cooperation and Education Trust. The said Laborers-Employers Cooperation and Education Trust is to continue under the terms, covenants and conditions as more specifically set forth in the laborers-Employers Cooperation and Education Trust Agreement market Schedule "G" attached hereto and made a part hereof.

## ARTICLE XVI

### Section 1 – Grievance Procedure

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

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

(iv) The Council or the Association, whichever decides that there shall be further action on the dispute, shall notify the other in writing by registered mail of its intention to submit the dispute to arbitration, and shall, simultaneously, file with the arbitration and shall, simultaneously, file with the American Arbitration Association a written demand for arbitration of said dispute, whereupon an arbitrator shall be appointed in accordance with the then prevailing rules of the Labor Arbitration Tribunal of said American Arbitration Association, except that if the parties hereto fail to agree upon any of the persons named in the first list submitted by said Association to the parties or if those named in said list decline or are unable to act, and if for any such first submitted list, said American Arbitration Association shall send a second list of names of persons chosen from the Association's Panels, and thereafter proceed in accordance with its rules aforesaid. The arbitrator thus appointed shall hold hearings as promptly as may be and shall render his award in writing and such award shall be final and binding upon the Council and the Association and upon their respective principals or members. The arbitrator's fees and expenses and the fees of American Arbitration Association shall be shared equally by the Council and the Association. No dispute, disagreement or question, shall result in any strike, slowdown, stoppage, abandonment of the work, or lockout, pending the completion of all procedures, including arbitration, provided for this Article XII.

## **Section 2 – Nonpayment of Fringe Contributions**

Anything to the contrary hereinbefore contained notwithstanding, the Union may elect not to follow the procedure for settlement of disputes set forth in

Section 1 of this Article XII in respect of claims or disputes arising out of alleged failure of an Employer or other employee to comply with any of the provisions of Article X, Article XI, XII or XIII.

### **Section 3 – Delinquent Employers**

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

### **Section 4**

The Laborers’ District Council and the Labor Policy Committee of the Interior Finish Contractors Association will meet to resolve any trade issues in the industry.

## **ARTICLE XVII Field Dues Check-Off**

### **Section 1.**

Each Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions, a field dues check-off in the sum of two dollars and thirty-fivecents (\$2.35) for each hour worked (whether regular time or

overtime) for which wages or compensation (including compensation for reporting time as required by Article IV, Section 7 hereof) are paid by the Employer to said employees.

**Section 2.**

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

**Section 3.**

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

**ARTICLE XVIII**

**Section 1 – Pre-Job Conference**

Upon written notice by either party to the other requesting a pre-job conference on projects exceeding 5 million dollars in value, such conferences shall be mandatory and arranged for between the parties within a reasonable time prior to the commencement of the job. Also, to notify the Business Manager in the territorial jurisdiction where the work will be performed when the General Contractor/Prime Contractor has assigned clean-up to IFCA contractor to eliminate work jurisdiction issues and subsequent audit issues.

## **ARTICLE XIX**

### **Section 1 – Miscellaneous**

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

## **ARTICLE XX**

### **Section 1 – Alcohol and Drugs**

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

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

### **Definitions**

**Company Premises** – The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, truck and other vehicles owned, leased or used by the Company.



Construction jobsites for which the Company has responsibility are included.

**Prohibited Items and Substances** – Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job regardless of anything herein to the contrary, prescription drugs and devices as currently prescribed by a licensed physician, dentist or podiatrist shall be exempt.

**Employees** – Individuals, who perform work for the Company including but not limited to management, supervision, engineering, craft workers, and clerical personnel.

**Accident** – Any event resulting in injury to a person of property to which an employee, or contractor/ contractor's employee, contributed as a direct cause.

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

### **Confidentiality**

All actions taken under this policy and program will be confidential and disclosed only to the necessary personnel who may be notified as to employee's medical disqualification, or with the express consent of the employee.

When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container

will be properly labeled and made tamper proof. The donor must witness this procedure.

Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

### **Rules – Disciplinary Actions – Grievance Procedures**

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

Use, possess, dispense or receive prohibited substances on or at the jobsite; or

Report to work impaired or with an impermissible amount of prohibited substances in their systems.

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

(1) Applicants testing positive for drug and alcohol use will not be hired.

- (2) Employees who refuse to cooperate with testing procedures will be immediately suspended and reviewed for termination.
- (3) Employees found in possession of Prohibited items and Substances on or about the company premises will be terminated.
- (4) Employees found selling or distributing Prohibited Items and Substances on or about the Company premises will be terminated.
- (5) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

**Prescription Drugs** – Employees using a prescribed medication which may impair their performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult the employee and his physician to determine if a reassignment of duties is necessary. Should it be determined by the employee's physician and the Company that the ingestion of the prescribed medication will affect the employees and other employees, to the degree there exists a safety hazard to the employee or other employees, the Company, the Union and the employee will confer to attempt to accommodate the work assignment. The Company will attempt to accommodate the employee's needs by making an appropriate reassignment. However, if with a reasonable degree of medical certainty, the employee is not fit to perform the work assignment, and a reassignment is not possible at that time, the employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

**Grievance** – All aspects of this policy and program shall

be subject to the grievance procedure of the collective bargaining agreement.

## **5. Drug/Alcohol Testing**

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

- A A pre-employment drug and alcohol test may be administered to all applicants for employment. After employment has commenced, an employee may be tested only for reasonable cause.
- B A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence of a Prohibited Item of Substance, or is or has been under such influence while on the job, or has violated the drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his or her on-site representative to be present.
- C Testing may be required if an employee is involved in a workplace accident and if there is reasonable cause to believe that drugs or alcohol may have contributed to the happening of the accident.
- D Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, of up to a year period.
- E Employees may also be tested on a voluntary basis.  
The company will bear the costs of all testing procedures.

- F Each employee, if required to be tested, will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign consent form authorizing the test, ongoing employment by the Company will be terminated.
  - G Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.
6. The Union is not responsible for ascertaining or monitoring the alcohol or drug-free status of any employee. An employee will not be required to sign a consent and chain of custody form, however, he or she may do so, if desired. An employee may revoke his or her decisions to sign a consent form authorizing the test at any time.

### **Appeals of Drug Testing Results**

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

### **Rehabilitation**

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

program.

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

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

### **Union/Employer Policy**

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

## **ARTICLE XXI**

### **Section 1 – Apprentice Program**

The Union and the Contractors Agree to continue to maintain a Construction Craft Laborer Apprenticeship Program. The Joint Apprenticeship and Training Committee established by both parties in accordance with Pennsylvania approved LDC Apprenticeship Standards previously adopted by the committee shall have the authority to set, administer and enforce all rules, regulations, ratio and rates for apprentices and the apprenticeship program. Entry into the Apprenticeship Program shall be controlled by

the JATC, which shall employ appropriate testing and screening procedures.

The Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The Employer is required to accept an apprentice, provided there is work for such apprentice, once four journey workers are employed. The ratio of apprentice to journey workers is four journey workers to one apprentice (4:1). An apprentice shall not work on a jobsite unless supervised by a journey worker.

An apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of task and work skills. Where the Employer is unable to provide an apprentice with experience in the full range of the craft skills, the JATC may request the Local to reassign the apprentice to other employment in order to provide the experience. For so long the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job throughout the five county area. It shall be the objective of both the Employer and the Union to make reasonable efforts to keep apprentice working so that they can complete the program and become journey workers in a reasonable amount of time.

### **Apprentice Wage Rate Schedule**

The Apprentice Program consists of 4000 of on- the-job training and 288 hours of related classroom training. The rate for each period of the apprenticeship is expressed as a percentage of the skilled Construction Craft Laborer journey worker rate specified in the collective bargaining agreement.

The schedule that follows provide for four equal periods of approximately 1000 hours of work and training each:

- 1<sup>st</sup> period at 60% of the journey workers rate.
- 2<sup>nd</sup> period at 70% of the journey works rate.
- 3<sup>rd</sup> period at 80% of the journey workers rate.
- 4<sup>th</sup> period at 90% of the journey workers rate.

The employer may pay a higher rate at is option. However the Apprentice must meet his or her commitment to the JATC regardless of the level being paid. An apprentice shall not be penalized for taking off from work to attend offsite training required by the JATC.

### **Apprentice Fringe Benefit Schedule**

The Employer shall contribute to the apprentice Health and Welfare and IAP. Deductions include Field Dues and PAC. However, the Employer may contribute to the full compliment of fringe benefits funds established under this agreement.

## **ARTICLE XXII**

### **Section 1 – Termination of Agreement**

This Agreement shall be binding upon the parties hereto, as well as upon respective successors and assigns, including any contractor intending to independently be bound to the terms and conditions of this Agreement, with the inclusion of any modification, extension or renewal for the period beginning May 1,

2021 and ending at midnight of April 30, 2023, except



as hereinafter specifically provided, and thereafter from year to year, unless each party hereto shall notify the other in writing at least ninety (90) days prior to the expiration of the term, or of any extended term, of this Agreement of an intention to change or amend any of the provisions of this Agreement upon expiration of its term or of any extended term thereof. Such notice shall be served by certified mail, post marked not less than ninety (90) days prior to such expiration date. Should either party give notice to the other as aforesaid, then, within thirty (30) days after the mailing of said notice, representatives of the Association and of the LDC shall meet to discuss, negotiate, and agree upon such changes. If no agreement as to such changes is arrived at before the expiration of the term of this Agreement, then the whole of this Agreement shall be considered terminated upon the expiration of the term, or of the then current extension of the term of this Agreement, unless extended by mutual agreement in writing of the parties hereto.

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

BY:

Catie Scott

EXECUTIVE DIRECTOR FOR INTERIOR FINISH  
CONTRACTORS ASSOCIATION

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## SCHEDULE "A"

- 1 The parties recognize that the Employers have contracts and long-standing relationships with other unions and that this contract is not intended to adversely effect those relationships; therefore, the parties agree that current practice will continue.
- 2 The parties recognize that, due to equipment, pricing, scheduling and other reasons, the Employers may have materials delivered to the job site and to the actual work location by companies that may or may not have a collective bargaining agreement with said union or any other union; therefore, the parties agree that current practice will continue.
- 3 Due to requirements on the job site, the parties agree that the scheduling of work relating to loading or the delivery of materials will be in accordance with current practice in an effort to encourage and/or to provide work opportunities for the laborers.
- 4 Classifications:
  - (a) The classification will be a general laborer.
  - (b) The parties agree to negotiate for an Apprentice classification at a competitive rate to encourage the use of the laborer.
- 5 The parties agree to meet and negotiate aspects of Schedule "B" pertaining to the Industry Advancement Program due to the creation of the Fund pursuant to this agreement and the lack of funds. Pending an agreement, Section 1(c)(i) and subsequent paragraphs are not applicable.

**SCHEDULE "B"**

**REGARDING THE ESTABLISHMENT AND  
ADMINISTRATION  
OF THE WELFARE FUND  
AND  
THE INDUSTRY ADVANCEMENT PROGRAM**

**SCHEDULE "C"**

**TRUST AGREEMENT**

**BETWEEN**

**THE INTERIOR FINISH CONTRACTORS  
ASSOCIATION**

**AND**

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

**REGARDING**

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

**SCHEDULE "E"**

**TRUST AGREEMENT**

**BETWEEN**

**THE INTERIOR FINISH CONTRACTORS  
ASSOCIATION**

**AND**

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

**REGARDING**

**THE ESTABLISHMENT AND ADMINISTRATION  
OF THE PRE-PAID LEGAL SERVICES PLAN**

**SCHEDULE "F"**

**TRUST AGREEMENT**

**BETWEEN**

**THE INTERIOR FINISH CONTRACTORS  
ASSOCIATION**

**AND**

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

**REGARDING**

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

**SCHEDULE "G"**

**TRUST AGREEMENT**

**BETWEEN**

**THE INTERIOR FINISH CONTRACTORS  
ASSOCIATION**

**AND**

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

**REGARDING**

**THE ESTABLISHMENT AND  
ADMINISTRATION OF THE LABORERS'  
AND EMPLOYERS' LABORERS' DISTRICT  
COUNCIL COOPERATION AND EDUCATION  
TRUST AGREEMENT**



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

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Signature for Company:

\_\_\_\_\_  
(Office, Owner or Partner) (Date)

Printed Name: \_\_\_\_\_  
(Officer, Owner or Partner)

Signature for Laborers' District Council

\_\_\_\_\_  
(Name/Title) (Date)



