

9610  
350 workers

PILE DRIVERS' ADDENDUM  
to the  
HEAVY ENGINEERING  
RAILROAD CONTRACTING  
HIGHWAY CONSTRUCTION  
and UTILITY CONSTRUCTION  
AGREEMENT

\*\*\*\*\*  
CLASSIFICATIONS AND WAGES  
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Pile Drivers  
Local Union No. 2235

and the

Constructors Association of  
Western Pennsylvania

**2000- 2004**

The following Amendments shall apply in place of or in addition to similar paragraphs in the basic portion of this Agreement:

#### **SECTION 1. EMPLOYMENT CONDITIONS**

When Pile Drivers are required, the Contractor agrees to notify the Union twenty-four hours in advance of such need for men. First consideration for employment shall be given to available, qualified members of Local 2235. In the event the Contractor obtains workmen from other sources, such new workmen shall report to the Union Office.

#### **SECTION 2. WORKING HOURS, SHIFTS AND OVERTIME**

a. Scheduled overtime work must be mutually agreed upon with the Union and the Contractor and the number of days involved. All overtime shall be paid for by the hour and half hour.

#### **SECTION 3. UNION REPRESENTATIVES**

A Steward shall be placed by the Business Representative for the job. The Steward shall look after the interest of the Union and not be discriminated against, nor shall he be laid off or discharged without the approval of the Business Representative.

#### **SECTION 4. SAFETY, HEALTH AND SANITARY MEASURES**

a. The Employer agrees to furnish all required safety equipment including hard hats, bands, winter liners, welding hood, welding goggles, flash goggles or other safety equipment as needed to perform the work at no cost to the Employee.

b. Employees injured on the job and unable to return to work as a result of the injury shall receive all wages and fringe benefits for the full shift as though worked.

Any Pile Driver assisting an injured member and unable to return to work shall receive wages and fringe benefits for the full shift.

c. New rubber boots necessary to the execution of the job shall be furnished by the Employer to each individual.

d. The Employer must provide the necessary and proper sanitary facilities in compliance with the existing health regulations. Employers must also provide suitable and safe drinking water with ice to retain coolness of same at convenient locations and in sufficient quantity.

e. A suitable shanty or room shall be furnished for the exclusive use of Pile Drivers only, to keep their clothing in, and under no circumstances shall materials be stored therein. This shanty shall be properly heated, and light shall be furnished when necessary. The Employer shall be held responsible for any loss by fire and/or theft of clothing up to the sum of Two Hundred Dollars in each individual case. Replacement must be in like kind and receipts must be furnished upon request of the employer.

**SECTION 5. PILE DRIVERS' CLASSIFICATIONS AND WAGE RATES -- 2000**

<u>Classification</u>	<u>Hourly Wages</u>	<u>Pension</u>	<u>Savings</u>	<u>Medical</u>	<u>Training</u>	<u>Total</u>
Pile Driver	22.59	3.39	2.26	2.26	.15	30.6
Welder and/or Creosote Rate	22.82	3.42	2.28	2.28	.15	30.95
Crew Chief or Leader	23.52	3.53	2.35	2.35	.15	31.90
Crew Chief (w/Welder or Creosote Rate)	23.71	3.56	2.37	2.37	.15	32.16
General Crew Chief	24.39	3.65	2.44	2.44	.15	33.07
Lagging	21.11	3.17	2.11	2.11	.15	28.6
Crew Chief Lagging	22.04	3.30	2.20	2.20	.15	29.8
1st Year Apprentice (60% G.W.)	13.55	2.03	1.36	1.36	.15	18.44
Apprentice Welder and/or Creosote Rate	13.64	2.06	1.36	1.36	.15	18.57
2nd Year Apprentice (70% G.W.)	15.78	2.37	1.58	1.58	.15	21.4
Apprentice Welder and/or Creosote Rate	15.94	2.40	1.59	1.59	.15	21.67
3rd Year Apprentice (80% G.W.)	18.05	2.70	1.81	1.81	.15	24.52
Apprentice Welder and/or Creosote Rate	18.23	2.74	1.82	1.82	.15	24.76
4th Year Apprentice (90% G.W.)	20.33	3.05	2.03	2.03	.15	27.59
Apprentice Welder and/or Creosote Rate	20.53	3.08	2.05	2.05	.15	27.86

Effective February 1, 2000, in addition to the above wages, the Contractor shall contribute: Industry Advancement Program . . . 0.5% of Gross Wages

**Employee Payroll Deductions:**

Note pages 14-15PD, Section 11c. Payroll Deductions

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen & Apprentices -- See Article III(2)(b) on page 12.**

No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

**PILE DRIVERS CLASSIFICATIONS AND WAGE RATES -- 2001**

<u>Classification</u>	<u>Hourly Wages</u>	<u>Pension</u>	<u>Savings</u>	<u>Medical</u>	<u>Training</u>	<u>Total</u>
Pile Driver	23.19	3.47	2.32	2.32	.15	31.45
Welder and/or Creosote Rate	23.41	3.51	2.34	2.34	.15	31.75
Crew Chief or Leader	24.11	3.62	2.41	2.41	.15	32.70
Crew Chief (w/Welder or Creosote Rate)	24.30	3.65	2.43	2.43	.15	32.96
General Crew Chief	24.98	3.74	2.50	2.50	.15	33.87
Lagging	21.70	3.26	2.17	2.17	.15	29.45
Crew Chief Lagging	22.63	3.39	2.26	2.26	.15	30.69
1st Year Apprentice (60% G.W.)	13.91	2.09	1.39	1.39	.15	18.93
Apprentice Welder and/or Creosote Rate	14.00	2.10	1.40	1.40	.15	19.05
2nd Year Apprentice (70% G.W.)	16.20	2.43	1.62	1.62	.15	22.02
Apprentice Welder and/or Creosote Rate	16.36	2.44	1.64	1.64	.15	22.23
3rd Year Apprentice (80% G.W.)	18.53	2.78	1.85	1.85	.15	25.16
Apprentice Welder and/or Creosote Rate	18.70	2.81	1.87	1.87	.15	25.40
4th Year Apprentice (90% G.W.)	20.86	3.12	2.09	2.09	.15	28.31
Apprentice Welder and/or Creosote Rate	21.06	3.15	2.11	2.11	.15	28.58

Effective January 1, 2001, in addition to the above wages, the Contractor shall contribute: Industry Advancement Program . . . 0.5% of Gross Wages

Employee Payroll Deductions:

Note pages 14-15PD, Section 11c. Payroll Deductions

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen & Apprentices** – See Article III(2)(b) on page 12.

No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

**PILE DRIVERS CLASSIFICATIONS AND WAGE RATES -- 2002**

<u>Classification</u>	Hourly					<u>Total</u>
	<u>Wages</u>	<u>Pension</u>	<u>Savings</u>	<u>Medical</u>	<u>Training</u>	
Pile Driver	23.82	3.57	2.38	2.38	.15	32.30
Welder and/or Creosote Rate	24.04	3.61	2.40	2.40	.15	32.60
Crew Chief or Leader	24.74	3.72	2.47	2.47	.15	33.55
Crew Chief (w/Welder or Creosote Rate)	24.94	3.74	2.49	2.49	.15	33.81
General Crew Chief	25.61	3.84	2.56	2.56	.15	34.72
Lagging	22.34	3.35	2.23	2.23	.15	30.30
Crew Chief Lagging	23.25	3.48	2.33	2.33	.15	31.54
1st Year Apprentice (60% G.W.)	14.29	2.14	1.43	1.43	.15	19.44
Apprentice Welder and/or Creosote Rate	14.37	2.16	1.44	1.44	.15	19.56
2nd Year Apprentice (70% G.W.)	16.64	2.50	1.66	1.66	.15	22.61
Apprentice Welder and/or Creosote Rate	16.79	2.52	1.68	1.68	.15	22.82
3rd Year Apprentice (80% G.W.)	19.03	2.86	1.90	1.90	.15	25.84
Apprentice Welder and/or Creosote Rate	19.21	2.88	1.92	1.92	.15	26.08
4th Year Apprentice (90% G.W.)	21.42	3.22	2.14	2.14	.15	29.07
Apprentice Welder and/or Creosote Rate	21.62	3.25	2.16	2.16	.15	29.34

Effective January 1, 2002, in addition to the above wages, the Contractor shall contribute: Industry Advancement Program . . . 0.5% of Gross Wages

**Employee Payroll Deductions:**

Note pages 14-15PD, Section 11c. Payroll Deductions

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen & Apprentices** – See Article III(2)(b) on page 12.

No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

**PILE DRIVERS CLASSIFICATIONS AND WAGE RATES -- 2003**

Classification	Hourly					Total
	Wages	Pension	Savings	Medical	Training	
Pile Driver	24.48	3.67	2.45	2.45	.15	33.20
Welder and/or Creosote Rate	24.71	3.70	2.47	2.47	.15	33.50
Crew Chief or Leader	25.41	3.81	2.54	2.54	.15	34.45
Crew Chief (w/Welder or Creosote Rate)	25.60	3.84	2.56	2.56	.15	34.71
General Crew Chief	26.28	3.93	2.63	2.63	.15	35.62
Lagging	23.00	3.45	2.30	2.30	.15	31.20
Crew Chief Lagging	23.92	3.59	2.39	2.39	.15	32.44
1st Year Apprentice (60% G.W.)	14.69	2.20	1.47	1.47	.15	19.98
Apprentice Welder and/or Creosote Rate	14.77	2.22	1.48	1.48	.15	20.10
2nd Year Apprentice (70% G.W.)	17.10	2.57	1.71	1.71	.15	23.24
Apprentice Welder and/or Creosote Rate	17.26	2.58	1.73	1.73	.15	23.45
3rd Year Apprentice (80% G.W.)	19.56	2.93	1.96	1.96	.15	26.56
Apprentice Welder and/or Creosote Rate	19.74	2.97	1.97	1.97	.15	26.80
4th Year Apprentice (90% G.W.)	22.02	3.31	2.20	2.20	.15	29.88
Apprentice Welder and/or Creosote Rate	22.22	3.34	2.22	2.22	.15	30.15

Effective January 1, 2003, in addition to the above wages, the Contractor shall contribute: Industry Advancement Program . . . 0.5% of Gross Wages

**Employee Payroll Deductions:**

Note pages 14-15PD, Section 11c. Payroll Deductions

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen & Apprentices** – See Article III(2)(b) on page 12.

No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

**PILE DRIVERS CLASSIFICATIONS AND WAGE RATES – 2004**

Classification	Hourly					Total
	Wages	Pension	Savings	Medical	Training	
Pile Driver	25.22	3.79	2.52	2.52	.15	34.20
Welder and/or Creosote Rate	25.46	3.79	2.55	2.55	.15	34.50
Crew Chief or Leader	26.15	3.91	2.62	2.62	.15	35.45
Crew Chief (w/Welder or Creosote Rate)	26.34	3.96	2.63	2.63	.15	35.71
General Crew Chief	27.02	4.05	2.70	2.70	.15	36.62
Lagging	23.74	3.57	2.37	2.37	.15	32.20
Crew Chief Lagging	24.66	3.69	2.47	2.47	.15	33.44
1st Year Apprentice (60% G.W.)	15.13	2.27	1.51	1.51	.15	20.58
Apprentice Welder and/or Creosote Rate	15.23	2.28	1.52	1.52	.15	20.70
2nd Year Apprentice (70% G.W.)	17.63	2.64	1.76	1.76	.15	23.94
Apprentice Welder and/or Creosote Rate	17.78	2.66	1.78	1.78	.15	24.15
3rd Year Apprentice (80% G.W.)	20.16	3.01	2.02	2.02	.15	27.36
Apprentice Welder and/or Creosote Rate	20.33	3.06	2.03	2.03	.15	27.60
4th Year Apprentice (90% G.W.)	22.69	3.40	2.27	2.27	.15	30.78
Apprentice Welder and/or Creosote Rate	22.89	3.43	2.29	2.29	.15	31.05

Effective January 1, 2004, in addition to the above wages, the Contractor shall contribute: Industry Advancement Program . . . 0.5% of Gross Wages

**Employee Payroll Deductions:**

Note pages 14-15PD, Section 11c. Payroll Deductions

Upon receipt of a signed authorization, the Contractor shall deduct Working Dues in the amount shown on the Employee's Authorization Slip.

**Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates for Journeymen & Apprentices – See Article III(2)(b) on page 12.**

No additional fringe benefit contributions will be paid by the contractor employer when premium wages are paid for performing work under Hazardous/Toxic Waste Material Handling, Removal and Disposal provisions.

## **SECTION 5. (continued)**

a. A Crew Chief or Leader shall be paid on a straight time forty hour week basis, including Holidays, in accordance with the attached Schedule of Wages. If the Holiday falls during the work week and is worked, he shall receive triple time.

b. When three or more crews are regularly employed on any one shift, one Pile Driver shall be placed on the job as a General Crew Chief and shall be paid on a straight time forty hour week basis.

c. A General Crew Chief shall be paid on a straight time forty hour week basis, including Holidays, in accordance with the attached Schedule of Wages. If the Holiday falls during the work week and is worked, he shall receive triple time.

d. When three or more Journeymen Pile Drivers are employed, one shall be designated as a Crew Chief or Leader and be paid the Crew Chief's rate on a straight time forty hour week basis.

e. Pile Driver men handling or working with any creosote or any other chemically treated materials that are irritating to the skin, shall be paid a premium rate in accordance with the attached Schedule of Wages.

f. When a Contractor orders a Welder, he shall be paid in accordance with the attached Schedule of Wages for the duration of his employment.

g. In the event the Union shall, on or after the date of signing, wish to apply a portion of the wage rate specified in this Agreement to Funds provided for in this Agreement, it shall so notify the Employer of such desire, and such increased contribution or deduction rate shall become applicable thirty days after notification.

Such increased contributions or deductions shall be deducted from the wage rates specified in this Agreement.

## **SECTION 6. REPORTING TIME**

When the location of the job is at a distance greater than sixty miles from Pittsburgh City Hall, Pile Drivers shall be notified before the end of his shift not to report for work the following day.

In addition to notifying the individual Employee, the Contractor shall also advise the Union Representative of such call-off and call-back.

Any Pile Driver not notified not to report to work as stated above, and who does report, shall receive his reporting time.

a. Pile Drivers shall be given reasonable time to place all tools and working equipment away and be leaving the construction site at the end of the work shift.

b. In the case of inclement weather, the Steward representing the men and the Superintendent of the work or other authorized agent of the Employer shall determine whether or not the weather conditions are such that the work can proceed, and any man who fails to comply with the decision reached by the two aforesaid representatives shall not be entitled to reporting time.

c. The Contractor will not discriminate against any workman who refuses to work out in the elements of bad weather, except in cases of civic and national emergency or where it is necessary.

## **SECTION 7. LOAD TEST - WAGE RATE - WORKING HOURS**

a. The welding, burning, fabricating, handling, loading and unloading of all materials in connection with a load test shall be the work of the Pile Driver. Also, one Pile Driver shall be with each individual load test on a twenty-four hour basis until the completion of the load test.

b. The first shift shall work eight and one-half hours, and be paid eight hours at the rate of wage for that day, plus one-half hour overtime.

c. The second shift shall work eight hours and be paid eight hours at the rate of wage for that day plus one-half hour overtime.

d. The third shift shall work seven and one-half hours and be paid eight hours at the rate of wage for that day, plus one-half hour overtime.

e. When men are laid off on load testing and the employer is unable to pay the Employee in full as provided for herein it is agreed that their checks may be mailed. However, the checks must be mailed within 48 hours from the end of the shift. No two hour reporting time at the regular straight time rate will be required providing the checks are mailed within the 48 hours.

## **SECTION 8. TYPES OF WORK**

a. The work covered by this Agreement (all signaling included) shall be that incidental to and in connection with setting, driving, pulling, cutting off and welding of all types of piles and caissons, regardless whether they are wood, steel, composite, concrete or cast-in-place. The fabrication, handling and placing of all bracing and reinforcing in piles and caissons; the fabrication, handling and placing of all struts and supports for sheeting; the erecting, dismantling, handling, loading and unloading of all rigs, derricks, equipment and materials shall be the work of the Pile Driver. Also, the fabricating and erecting of all scaffolds, hand railings, ladders and walkways connected to piling and used or required by the Pile Driver in connection with his work shall be the work of the Pile Driver.

\* b. No less than one Pile Driver shall be placed with each drilling rig whether it be for drilled-in piling or drilled-in caisson. The fabricating, placing and pulling of all casing in conjunction with drilled-in piles or caissons and the loading, unloading and maintenance of all tools shall be the work of the Pile Drivers.

The unloading, erecting, dismantling, and loading of all crane type drilling rigs shall be the work of the Pile Drivers and require not less than three men, one

of whom shall be designated as a Crew Chief. When the rig is assembled and the drilling commences, the crew may be reduced to no less than one man.

Crane drilling rigs requiring assembly at the job site of the house, boom, counterweight, crawler side frames and tracks shall require not less than four pile drivers and a crew chief.

\* c. On crane pile driving and floating pile driving equipment, four men and a Crew Chief shall constitute a pile driving crew.

\* d. The placing, cutting, handling, and removal of all lagging pertaining to piling used in and for foundations, docks, and wharves shall be the work of the Pile Driver, and shall require no less than two Pile Drivers of which one shall be paid the Crew Chief's rate.

\* e. Any setting, driving or pulling of light gauge sheet piling is the work of the Pile Driver and requires a Crew Chief and two Pile Drivers. Wood sheet piling driven by mechanical means, such as requiring a crane, shall be the work of the Pile Driver and require a Crew Chief and two Pile Drivers.

\* f. One Pile Driver shall be placed with each drilling rig on all tie-backs or anchor work; he shall be a working member of the crew and shall remain with the rig as long as it is operating. All stressing pertaining to tie-backs or anchors for H-Beams, sheet piling, retaining walls, dams or cofferdams shall be the work of the Pile Driver.

\* Note Job Recovery Addendum on page 17-PD.

## **SECTION 9. PILE DRIVER JOINT TRAINING PROGRAM**

A Training Program has been established for the purpose of training new entrants into Pile Driver jurisdiction of work as well as upgrading of existing Journeymen of Local #2235 for the Heavy, Railroad Contracting, Highway and Utility Construction and Hazardous/Toxic Waste Material Handling,

Removal, and Disposal work within Western Pennsylvania.

An Agreement and Declaration of Trust and provisions for the joint operation of such a program have been agreed upon and shall be incorporated and made a part hereof by reference.

#### SECTION 10. CARPENTERS' PENSION - MEDICAL-ANNUITY AND SAVINGS FUNDS OF WESTERN PENNSYLVANIA

a. During the term of this Contract and any extension thereof, the Employer shall pay into the Carpenters' Pension-Medical-Annuity and Savings Funds of Western Pennsylvania, the specified hourly rate of contribution for each Employee covered by this Contract, as specified in Section 5 of this Contract in the manner provided in Section 13, namely: Apprentice, Journeymen, Crew Chief or Leader, General Crew Chief, and/or Employees working in any capacity whatsoever under the jurisdiction of Pile Drivers Local Union 2235.

Payments shall be made no later than the last day of the month, following the month for which payments are being made.

b. All terms and provisions of the Agreement and Declaration of Trust creating the Carpenters' Pension Fund of Western Pennsylvania are hereby accepted by and are binding upon the parties hereto. A copy of said Agreement and Declaration of Trust is incorporated by reference in this Contract and made a part hereof.

c. The weekly pay stub shall indicate such payments, based on the percentage of gross wages, for which contributions are applicable.

d. Penalties shall be in accordance with the terms of the Trust Agreement.

The Employer shall also pay all court costs and reasonable attorney's fees in the event suit is instituted to collect delinquent contributions.

## **SECTION 11. PAYROLL DEDUCTIONS**

a. During the term of this Agreement and any extension thereof, the Employer agrees to deduct from the Employee, who has signed an authorization card for Union Working Dues, the amount indicated in Section 5 for each Employee covered by this Agreement, namely: Apprentice, Journeymen, Crew Chief or Leader, General Crew Chief, and/or Employees working in any capacity whatsoever under the jurisdiction of Pile Drivers Local Union 2235.

b. All monies deducted as working dues by the Employer shall be remitted to the collection agent in the manner and method provided for in Section 11 entitled "Consolidated Report Forms and Remittances to the Funds."

### **c. Employee Deductions:**

1. The employer agrees to deduct fifteen cents per hour paid from the wages of the employees, said money to be designated as an employee deduction and made payable to the "Carpenters Combined Funds."

2. If the employee does not sign an authorization card authorizing the fifteen cents per hour deducted from his pay, to be used elsewhere, said money shall be paid into the Pile Drivers Joint Training Program, for the use of training.

3. If the employee so authorizes by the signing of a written authorization card, the aforesaid fifteen cents per hour deduction will be paid instead to the Pile Drivers Local Union No. 2235 Social/Defense Fund, in the amount of thirteen cents, and to the Western Pennsylvania Regional District Council of Carpenters Legislative Program in the amount of two cents.

4. Upon notification by the Union the employer agrees to deduct an amount to be determined from the wages of the employees, to be paid to the Carpenters Combined Fund to be distributed to the Carpenters Advancement Program.

5. The Administrator of the Carpenters Combined Funds shall maintain copies of all authorization cards and shall transfer the fifteen cents per hour deducted from the employee's pay either, a). into the Pile Drivers Joint Training Program; or b). if a signed authorization card has been received, into the Pile Drivers Social/Defense Fund and the Pile Drivers Political Action Fund according to requirements of paragraph 3 above.

d. The Pile Drivers Local Union No. 2235 agrees to hold all authorization cards obtained from Employees represented by the Union and covered by this Agreement, and shall upon request affirm to any interested Contractor the fact that such an authorization card is being held by it. Upon revocation, if any, the Union shall promptly notify the Contractor in writing of the name of the Employee and the date of revocation.

The Union shall indemnify and hold the Contractor harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of any action taken by the Contractor for the purpose of complying with the provisions of this paragraph, or on reliance of any list, notice, assignment, or authorization card furnished under such provision.

e. Payments shall be made no later than the 30th day of the month following the month for which payments are being made.

f. The weekly pay stub shall indicate such payments, based on the percentage of gross wages, for which contributions are applicable.

g. The Employer shall also pay all court costs and reasonable attorney's fees in the event suit is instituted to collect delinquent deductions.

## **SECTION 12. INDUSTRY PROGRAM**

One-half of one percent of gross wages shall be contributed to the Western Pennsylvania Heavy and Highway Construction Industry Advancement Program

for work performed in the thirty-three counties of Western Pennsylvania covered by this Agreement.

Contributions to the Industry Advancement Program are irrevocable, and the Program will be administered by the Constructors Association of Western Pennsylvania.

### **SECTION 13. CONSOLIDATED REPORT FORMS AND REMITTANCES TO THE FUNDS**

The above Pension, Welfare, Savings, Dues, and Industry Program Funds, contributed by the Employer or deducted from the Employee's wages, shall be payable to the Funds as the wages become due and remitted in the manner set forth under the provisions of the Consolidated Contribution Report.

The Employer shall prepare the Consolidated Report of the contributions and deductions to the respective Funds, including names, gross wages, and the amounts being remitted for each Employee and shall pay the total of the combined specified rate as prescribed by the Union to the Welfare, Pension, Savings, Industry and Working Dues, in a single check made payable to Pittsburgh National Bank Carpenters' Contribution Trust Account and submitted no later than the last day of the month following the month for which the Report and contributions have been made. The monies shall be distributed to each of the Funds accordingly.

Reports together with the remittance check shall be forwarded to Pittsburgh National Bank Employee Benefits 931, Pittsburgh, PA 15265.

In addition, one copy of the Consolidated Report shall be submitted on or before the 30th day of the month following the month for which the Report is made to Pile Drivers Local Union 2235, 495 Mansfield Avenue, Pittsburgh, PA 15205.

Report forms shall be provided by the Administrative Offices of the Funds and shall be

prepared in accordance with the instructions contained thereon.

In the event a Contractor ceases work in the area, he shall prepare a Report for the last month in which Employees worked, and mark this Report "Final Report."

#### **SECTION 14. BONDING PROVISIONS**

a. Should the Employer become delinquent in his payments to the Pension, Medical Plan, Savings, Dues Deduction, and Industry Advancement Funds, remittance reports and/or wages to the Employees, the Union reserves the right to strike and may require the Employer to post security for the payment of such delinquencies in the form of cash or a corporate surety bond in the amount of Ten Thousand Dollars before any work shall continue.

b. However, Contractors shall be afforded at least forty-eight hours written notice to correct such alleged violations.

#### **JOB RECOVERY ADDENDUM**

All requirements for crew sizes are eliminated on all work bid under this Agreement. The Company will be the determinant as to the number of pile drivers to be employed for the performance of pile drivers work based upon job site conditions. It is understood and agreed that other crafts will not be used to perform work historically performed by pile drivers in the Heavy & Highway Agreement nor will work be performed in an unsafe manner in an attempt to avoid the employment of additional pile drivers.

If another craft is used to perform the work of the pile driver as described herein, this provision is negated and the crew requirements of the original Agreement as noted hereafter are in effect for that contractor on that project.

This Agreement signed and accepted this 13<sup>th</sup> day of January 2000.

CONSTRUCTORS ASSOCIATION OF  
WESTERN PENNSYLVANIA

(s) <u>[Signature]</u> President	(s) <u>[Signature]</u> Witness
(s) <u>[Signature]</u> Executive Director	(s) <u>[Signature]</u> Witness
(s) <u>[Signature]</u> Director of Industry Relations	(s) <u>[Signature]</u> Witness

PILE DRIVERS LOCAL UNION NO. 2233  
OF PITTSBURGH, PENNSYLVANIA  
AND VICINITY

(s) <u>[Signature]</u> Executive Secretary-Treasurer	(s) <u>[Signature]</u> Witness
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Michael P. Welsh  
Council Representative

*Miller  
H/H*