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Title: **Constructors Association of Western Pennsylvania (Carpenters' Addendum to the Heavy Construction, Railroad Contracting, Highway Construction, & Utility Construction Agreement) and United Brotherhood of Carpenters & Joiners of America, Local 2274 (2000)**

K#: **8114**

Employer Name: **Constructors Association of Western Pennsylvania (Carpenters' Addendum to the Heavy Construction, Railroad Contracting, Highway Construction, & Utility Construction Agreement)**

Location: **Western PA**

Union: **United Brotherhood of Carpenters & Joiners of America**

Local: **2274**

SIC: **1600**

NAICS: **23622**

Sector: **P**

Number of Workers: **1000**

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

Expiration Date: **12/31/04**

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

****

CLASSIFICATIONS AND WAGES

****

United Brotherhood of Carpenters
and Joiners of America
and the
Constructors Association of
Western Pennsylvania

2000-2004

1/1/2000 – 12/31/2004

ZONE I

Allegheny	Erie	Mercer
Armstrong	Fayette	Washington
Beaver	Greene	Westmoreland
Butler	Lawrence	

ZONE II

Bedford	Crawford	McKean
Blair	Elk	Mifflin
Cambria	Forest	Potter
Cameron	Franklin	Somerset
Centre	Fulton	Venango
Clarion	Huntingdon	Warren
Clearfield	Indiana	
Clinton	Jefferson	

CARPENTERS – CLASSIFICATIONS AND WAGE RATES

Classifications	Hourly Wages	Medical	2000 Pension	Savings	Train.	UBC Intern'l. Fund	Total
ZONE I							
Carpenter	21.72	3.26	2.17	2.17	.11	.06	29.49
Carpenter-Welder	22.24	3.34	2.22	2.22	.11	.06	30.19
ZONE II							
Carpenter	21.54	3.23	2.15	2.15	.11	.06	29.24
Carpenter-Welder	22.06	3.30	2.21	2.21	.11	.06	29.95

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 7-8C, Section 2. Payroll Deductions

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

Carpenter's Trainee Wage Rates – Wage rates and fringe benefits for Carpenter Trainees are based upon a percent of the Journeyman rates as follows:

1st 1000 hours . . . 60% of Journeyman wage and fringes
2nd 1000 hours . . . 70% of Journeyman wage and fringes
3rd 1000 hours . . . 80% of Journeyman wage and fringes
4th 1000 hours . . . 90% of Journeyman wage and fringes

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates do not apply to Carpenters Local Union #2274 – see notation in Article III, page 11.

CARPENTERS -- CLASSIFICATIONS AND WAGE RATES

Classifications	Hourly Wages	Medical	2001 Pension	Savings	Train.	UBC Intern'l. Fund	Total
ZONE I							
Carpenter	22.31	3.35	2.23	2.23	.11	.06	30.29
*Carpenter-Welder	22.83	3.43	2.28	2.28	.11	.06	30.99
ZONE II							
Carpenter	22.13	3.32	2.21	2.21	.11	.06	30.04
*Carpenter-Welder	22.65	3.39	2.27	2.27	.11	.06	30.75

* Beginning January 1, 2001, in order to receive the Welder Rate, all Welders are required to be AWS certified in order to qualify for the Welder premium.

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 7-8C, Section 2. Payroll Deductions

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

Carpenter's Trainee Wage Rates – Wage rates and fringe benefits for Carpenter Trainees are based upon a percent of the Journeyman rates as follows:

1st 1000 hours . . . 60% of Journeyman wage and fringes
2nd 1000 hours . . . 70% of Journeyman wage and fringes
3rd 1000 hours . . . 80% of Journeyman wage and fringes
4th 1000 hours . . . 90% of Journeyman wage and fringes

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates do not apply to Carpenters Local Union #2274 – see notation in Article III, page 11.

CARPENTERS – CLASSIFICATIONS AND WAGE RATES

Classifications	Hourly Wages	2002 Medical	Pension	Savings	Train.	UBC Intern'l. Fund	Total
ZONE I							
Carpenter	22.94	3.45	2.29	2.29	.11	.06	31.14
*Carpenter-Welder	23.45	3.52	2.35	2.35	.11	.06	31.84
ZONE II							
Carpenter	22.75	3.41	2.28	2.28	.11	.06	30.89
*Carpenter-Welder	23.28	3.48	2.33	2.33	.12	.06	31.60

* Beginning January 1, 2001, in order to receive the Welder Rate, all Welders are required to be AWS certified in order to qualify for the Welder premium.

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 7-8C, Section 2. Payroll Deductions

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

Carpenter's Trainee Wage Rates – Wage rates and fringe benefits for Carpenter Trainees are based upon a percent of the Journeyman rates as follows:

1st 1000 hours . . . 60% of Journeyman wage and fringes
2nd 1000 hours . . . 70% of Journeyman wage and fringes
3rd 1000 hours . . . 80% of Journeyman wage and fringes
4th 1000 hours . . . 90% of Journeyman wage and fringes

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates do not apply to Carpenters Local Union #2274 – see notation in Article III, page 11.

CARPENTERS – CLASSIFICATIONS AND WAGE RATES

Classifications	Hourly Wages	Medical	2003 Pension	Savings	Train.	UBC Intern'l. Fund	Total
ZONE I							
Carpenter	23.60	3.54	2.36	2.36	.12	.06	32.04
*Carpenter-Welder	24.12	3.62	2.41	2.41	.12	.06	32.74
ZONE II							
Carpenter	23.42	3.51	2.34	2.34	.12	.06	31.79
*Carpenter-Welder	23.94	3.60	2.39	2.39	.12	.06	32.50

* Beginning January 1, 2001, in order to receive the Welder Rate, all Welders are required to be AWS certified in order to qualify for the Welder premium.

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 7-8C, Section 2. Payroll Deductions

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

Carpenter's Trainee Wage Rates – Wage rates and fringe benefits for Carpenter Trainees are based upon a percent of the Journeyman rates as follows:

1st 1000 hours . . . 60% of Journeyman wage and fringes
2nd 1000 hours . . . 70% of Journeyman wage and fringes
3rd 1000 hours . . . 80% of Journeyman wage and fringes
4th 1000 hours . . . 90% of Journeyman wage and fringes

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates do not apply to Carpenters Local Union #2274 -- see notation in Article III, page 11.

CARPENTERS – CLASSIFICATIONS AND WAGE RATES

Classifications	Hourly Wages	Medical	2004 Pension	Savings	Train.	UBC Intern'l. Fund	Total
ZONE I							
Carpenter	24.34	3.66	2.43	2.43	.12	.06	33.04
*Carpenter-Welder	24.86	3.72	2.49	2.49	.12	.06	33.74
ZONE II							
Carpenter	24.16	3.61	2.42	2.42	.12	.06	32.79
*Carpenter-Welder	24.68	3.70	2.47	2.47	.12	.06	33.50

* Beginning January 1, 2001, in order to receive the Welder Rate, all Welders are required to be AWS certified in order to qualify for the Welder premium.

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 7-8C, Section 2. Payroll Deductions

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

Carpenter's Trainee Wage Rates – Wage rates and fringe benefits for Carpenter Trainees are based upon a percent of the Journeyman rates as follows:

1st 1000 hours . . . 60% of Journeyman wage and fringes
2nd 1000 hours . . . 70% of Journeyman wage and fringes
3rd 1000 hours . . . 80% of Journeyman wage and fringes
4th 1000 hours . . . 90% of Journeyman wage and fringes

Hazardous/Toxic Waste Material Handling, Removal and Disposal Wage Rates do not apply to Carpenters Local Union #2274 – see notation in Article III, page 11.

Section 1. Medical Fund, Pension Fund, Savings & Annuity Fund, Heavy, Highway & Railroad Construction Carpenters Joint Training Program, United Brotherhood of Carpenters International Fund

During the term of this Agreement and any extension thereof, the Contractor shall contribute the specified hourly rate as prescribed by the Union to the Carpenters of Western Pennsylvania Medical Plan, Carpenters' Pension Fund of Western Pennsylvania, Heavy Construction Carpenters Savings and Annuity Fund, Heavy Construction Carpenters Joint Training Program, United Brotherhood of Carpenters International Fund, under the terms, conditions and obligations set forth in the respective Trust Agreement for that Fund, copy of which is incorporated by references and made a part hereof.

Section 2. Payroll Deductions

The Check-off will be afforded the Union in accordance with the provisions of the Labor-Management Relations Act of 1947.

The Employer shall, upon receiving a signed authorization from his Carpenter Employees, deduct working dues in the amount prescribed by the authorization from the Employees' gross wages. The Union will forward to the Contractor a complete list of names of Employees who have signed a written authorization under this Article.

Said sum shall be payable to the local Union as supplemental dues on behalf of the members of Local 2274.

The employer agrees to deduct fourteen 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."

If the employee does not sign an authorization card authorizing the fourteen cents per hour deducted from his pay, to be used elsewhere, said money shall be paid into the Carpenters Local Union No. 2274 Training Fund, for the use of training.

If the employee so authorizes by the signing of a written authorization card, the aforesaid fourteen cents per hour deduction will be paid instead to the Carpenters Local Union No. 2274 Social/Defense Fund, in the amount of twelve cents and to the Western Pennsylvania Regional District Council of Carpenters Legislative Program in the amount of two cents.

The Administrator of the Carpenters Combined Funds shall maintain copies of all authorization cards and shall transfer the fourteen cents per hour deducted from the employee's pay either a). in the Carpenters Local Union No. 2274 Joint Training Fund; or b). if a signed authorization card has been received, into the Carpenters Local Union No. 2274 Social/Defense Fund and the Western Pennsylvania Regional District Council of Carpenters Legislative Program Fund.

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.

Local 2274 of the United Brotherhood of Carpenters and Joiners of America 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.

Section 3. Industry Program

One-half of one percent of gross wages shall be contributed to the Western Pennsylvania Heavy and

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

Section 4. Consolidated Report Forms and Remittances to the Funds

The above Medical, Pension, Savings, Training, UBC International Fund, Dues, and Industry Advancement 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 rates as prescribed by the Union for Medical, Pension, Savings, Training, UBC International Fund, Dues, Social/Defense and Industry Advancement Program Funds, in a single check made payable to Pittsburgh National Bank Carpenters' *Contribution Trust Account A 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 Carpenters Contribution Trust Account A, Pittsburgh National Bank Employee Benefits 931, Pittsburgh, PA 15265.

Report forms shall be provided by the Administrative Office 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 5. Penalty

If an Employer shall fail to remit the deductions and contributions to the respective Funds (Medical, Pension, Savings, Training, UBC International Fund, Dues, and

Industry Advancement Program) when the same shall be due and payable, he shall pay, as an additional amount to cover added bookkeeping costs and other incidental expenses, the sum of Forty Dollars or ten percent of the amount of the delinquent payment, whichever is greater, plus interest on the amount of deductions and/or contributions due at the rate of one and one-quarter percent per month until paid.

Should any Employer remain delinquent in remitting said deductions and/or contributions for a period of thirty calendar days or more, the Trustees of the respective Funds shall have the power, in their own discretion, to require any such delinquent Employer to post security for the payment of such delinquencies in the form of cash or a corporate surety bond in twice the amount of the delinquency.

Section 6. Hiring Procedures

When new workmen are required the Contractor agrees to notify the Steward of such need for men. However, the Contractor reserves the right to obtain employees from other sources. In the event the contractor obtains workmen from such other sources, such new employees shall report to the Union Office having jurisdiction prior to start of work. The Contractor shall provide the Union representative, weekly, a list of such new employees.

Section 7. Tool Responsibility

A suitable tool shed or room shall be furnished for the exclusive use of the Carpenters for safekeeping of tools and clothing, and shall be properly heated from October to May, and proper light shall be furnished when necessary, and under no circumstances shall materials be stored therein. The Steward shall be furnished with a key. In case of fire or theft of the tools and clothing placed within said shed or room for safekeeping, the Employer shall be held responsible for such loss which shall not exceed a maximum of Six Hundred dollars for tools and for personal effects in each individual case.

a. Loss by theft must take place outside working hours when the tool shed or room is exclusively used by Carpenters. If the tool shed or room is used by other Crafts as well as Carpenters, then the employer shall be held responsible, as stated above, for loss by theft during the work day as well as outside the working hours.

b. The Carpenter shall furnish to the Employer a list of the type and make of tools. The Employer has the right to visually inspect the tools if he so desires.

c. The Employer shall not require the employee(s) to furnish, rent, lease or sell any power operated tools, machinery, equipment or trucks to an Employer, to be used on any work performed by the Employer.

Section 8. Steward

The Union shall be given the opportunity to place the third Journeyman Carpenter required on a new job. This man shall be the next to the last in a layoff and the second man recalled. It shall be understood that this Carpenter will be the Steward on the job, and he will confer with the Contractor on all matters pertaining to this Agreement. The Steward shall look after the interest of the Union and shall not be discriminated against nor shall he be laid off or transferred without the approval of the Business Representative. It is further agreed that the Job Steward or his appointee shall always be included among those working overtime Saturdays, Sundays, and/or Holidays. It is further agreed that the Job Steward will be notified by an authorized agent of the Employer in all instances of hiring and two hours previous to any layoff or discharge. It is also agreed that the Steward shall be a competent Journeyman Carpenter, and it is further agreed that the Steward has no authority to call a work stoppage or slowdown, and that there shall be no non-working Stewards.

Section 9. Safety

a. Weekly toolbox safety meeting shall be held on each project. A joint labor-management safety committee shall be established to conduct and implement the above.

b. The Contractor shall furnish each member of Carpenters' Local Union 2274 employed on work covered by this Agreement once each calendar year with a pair of approved plain safety glasses, or a certificate of similar value to be applied toward the purchase of a pair of prescription safety glasses. The Union agrees to handle the administration of this program so that such glasses are provided one time only during each year.

c. When setting extra large gang forms, whether steel or wood, a sufficient number of Journeymen Carpenters shall be employed to safely handle this type of operation, and shall be under the direction of a competent Carpenters foreman.

It is agreed that the parties shall meet should any dispute in the above occur.

Section 10. Heavy and Highway Carpenter Training Program

A training program has been established for the purpose of training new Carpenters for the Heavy, Railroad Contracting, Highway and Utility Construction Industry in Western Pennsylvania.

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

The Carpenter Trainee wage scale is as follows:

1st 1000 hours . . . 60% of Journeyperson rate
2nd 1000 hours . . . 70% of Journeyperson rate
3rd 1000 hours . . . 80% of Journeyperson rate
4th 1000 hours . . . 90% of Journeyperson rate

Section 11. General Conditions

a. Carpenters shall be given sufficient time to collect and clean their tools.

b. A certified Welder shall be paid at the Welder's rate for all hours worked on any day that he performs as a Welder. The Contractor shall provide the Welder with necessary protective clothing, including but not limited to gloves, burning goggles, hood and leather sleeves.

c. When Employees are required to work under hazardous conditions requiring protective clothing, same shall be furnished by the Employer.

d. When Employees are required to work under conditions requiring boots, same shall be furnished by the Employer. When the Employer issues such gear to an Employee, said Employee shall be required to sign a receipt for same. If said equipment is lost while in the possession of the Employee, he shall be held responsible for this loss. (This shall not be construed to cover normal wear and tear or damage to these items incurred by the Employee in the performance of his duties.) All Safety Equipment and/or Protective Clothing issued by the Employer shall be done so in strict compliance with all applicable Safety and Health Laws governing same.

e. In the event the Union shall, on or after the date of signing, wish to apply a portion of the wage rates specified 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.

This Agreement signed and sealed this 13th day of January 1998

CONSTRUCTORS ASSOCIATION OF WESTERN PENNSYLVANIA

(s) President (s) Secretary

(s) Executive Director (s) Treasurer

(s) Director of Industry & Network (s) Agent

LOCAL UNION NO. 2274
OF CARPENTERS DISTRICT COUNCIL
OF WESTERN PENNSYLVANIA
OF THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS
OF AMERICA

(s) Executive Secretary-Treasurer (s) Agent

CARPENTERS' UNION LOCAL NO. 2274
495 Mansfield Avenue, Pittsburgh, PA 15205
Pittsburgh Phone: 412-922-6210
Fax: 412-922-3242

COUNCIL REPRESENTATIVES

James T. Strutt
Office: 412-922-6210
Residence: 412-381-4282

Joseph Severino
Office: 412-922-6210
Residence: 724-924-1740

James Saylor
Office: 412-922-6210
Residence: 724-626-0942

COUNTIES - serviced by James T. Strutt:
Allegheny

COUNTIES - serviced by Joseph M. Severino:
Armstrong, Beaver, Butler, Cameron, Clarion, Crawford, Elk, Erie, Forest, Jefferson, Lawrence, McKean, Mercer, Potter, Venango, Warren.

COUNTIES - serviced by James Saylor:
Bedford, Blair, Cambria, Centre, Clearfield, Clinton, Fayette, Franklin, Fulton, Greene, Huntingdon, Indiana, Mifflin, Somerset, Washington, Westmoreland.

CARPENTERS COMBINED FUNDS INC.
495 Mansfield Avenue, 1st Floor, Pittsburgh, PA 15205
Telephone: 412-922-5330
For Long Distance Calls Outside Metropolitan Pittsburgh
In 412 and 814 Area Codes
Use Toll Free Service Number 800-242-2539
From Area Code 717 Call "Collect"

K 8114
1,000 workers
54 pp.

CARPENTERS
CEMENT MASONS
LABORERS
PILE DRIVERS

HEAVY ENGINEERING
RAILROAD CONTRACTING
HIGHWAY CONSTRUCTION
and UTILITY CONSTRUCTION

AGREEMENT

OF THE
CONSTRUCTORS ASSOCIATION
OF WESTERN PENNSYLVANIA

COVERING THE THIRTY-THREE WESTERN
COUNTIES
OF THE STATE OF PENNSYLVANIA

1/1/2000 - 12/31/2004

2000 - 2004

Allegheny	Clinton	Jefferson
Armstrong	Crawford	Lawrence
Beaver	Elk	McKean
Bedford	Erie	Mercer
Blair	Fayette	Mifflin
Butler	Forest	Potter
Cambria	Franklin	Somerset
Cameron	Fulton	Venango
Centre	Greene	Warren
Clarion	Huntingdon	Washington
Clearfield	Indiana	Westmoreland

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STATEMENT OF POLICY

It is mutually recognized that this Agreement is the result of cooperative effort between the Constructors Association and the Union, in an effort to secure more stabilized and harmonious working conditions for the men employed, and having been carefully considered and its terms arrived at by collective bargaining, it is the duty of both employers and representatives of the Union to accept the terms of the Agreement as arrived at, as being those to be enforced during the life of the Agreement, and that both employers and the 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 when signed.

* * * * *

This Statement of Policy, which is a recognized part of the Agreement, and the principles embodied therein, are the basis on which this Agreement has been agreed to by all the parties negotiating this Agreement and should be strictly observed.

AGREEMENT

This Agreement (which is the Agreement of June 1, 1941, as subsequently amended) is now again further amended and entered into this year of 2000 between the Constructors Association of Western Pennsylvania (hereinafter called the Association) for and on behalf of its membership (hereinafter referred to as the Contractors) and the following:

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

THE LABORERS' DISTRICT COUNCIL OF WESTERN PENNSYLVANIA

CEMENT MASONS' LOCAL NO. 526

PILE DRIVERS, LOCAL UNION NO. 2235

It is understood that this Association is acting only as an agent in the negotiation of this contract and that it is agent only for those individuals, partnerships, and corporations who have authorized it so to act and in no event shall it be bound as principal or be held liable in any manner for any breach of this contract by any of the Contractors for whom it is acting or any employee of such Contractor. It is further agreed and understood that the liabilities of the Contractors who have authorized the negotiation and execution of this Agreement shall be several and not joint.

It is also understood that the above named International Unions and Councils are acting only as agents in the negotiation of this contract and that they are agents for those Local Unions and Councils affiliated therewith; in no event shall any of the said International Unions be bound as principals or be held liable in any manner for any breach of this contract by any of the said affiliated Local Unions or Councils for whom they are acting. It is further agreed and understood that the liabilities of the Local Unions or Councils that have

authorized the negotiations and executions of this *Agreement shall be several and not joint.*

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

ARTICLE I -- Purpose of Agreement

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

2. It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the Contractor and the Union during the term of this Agreement and any renewal thereof. This Agreement may be modified by mutual consent in writing by the parties hereto.

3. In the event any contract or agreement is executed on or after the date of this Agreement between the Union signatory hereto and any contractor performing construction work in the 33 Western Pennsylvania Counties as defined in this Agreement, and said contract or agreement is more favorable to the employer in its provisions than any of the provisions of this Agreement, then the Association or any employer who is signatory hereto may have identical provisions inserted in this Agreement upon request and said provisions shall immediately become in full force and effect.

4. This Agreement is intended to apply and cover all work as defined under Article II, definition of Work Covered. Trade jurisdiction between the Crafts signatory to this Agreement shall be that set forth herein and in each Craft's International Constitution and/or Charter for the following Craft Unions:

Laborers' District Council of Western Pennsylvania
Pile Drivers Local Union No. 2235
Cement Masons' Local Union No. 526
United Brotherhood of Carpenters and Joiners of America

5. The parties to this Agreement agree that they will not include in their respective internal rules of organization or operation any regulations that will in effect influence employees to perform acts not compatible with the terms, intent and spirit of this Agreement. If any conflict exists between the Union Working Rules and the terms of the Agreement, the terms of the Agreement will prevail. This applies only to this Agreement.

ARTICLE II -- Definition of Work Covered

1. "Contractor," where used in this Agreement, means any Contractor engaged in either (1) "Heavy Construction and Railroad Contracting," (2) "Highway Construction" work, (3) "Utility Construction" work, or (4) "Hazardous/Toxic Waste Material Handling, Removal and Disposal" work, but does not mean or include any Contractor engaged in "Building Construction," as this class of construction work is separate and distinct from "Heavy Construction and Railroad Contracting," "Highway Construction" work, "Utility Construction" work and "Hazardous/Toxic Waste Material Handling, Removal and Disposal" work in respect to the terms and conditions of employment and the nature of the work, as well as the class and skill of workmen required.

2. The work to be performed by employees covered by this Agreement shall be that which is commonly known in the industry as being "Heavy

Construction, Railroad Contracting", "Highway Construction", "Utility Construction" or "Hazardous/Toxic Waste Material Handling, Removal and Disposal" work; and further, the work to be performed by the employees covered by this Agreement shall be in accordance with each individual Craft jurisdiction and in accordance with past practice and nothing herein contained or omitted herefrom shall be deemed waiver of such work.

The contractor shall make work assignments based upon Craft jurisdiction, area practice and agreements and decisions of record between Crafts *signatory to an agreement with the Association. Should* there be any area of question regarding the jurisdiction of work, the Crafts signatory to this Agreement and the Contractor hereby agree to a meeting prior to the work being assigned.

3. Heavy Construction, Railroad Contracting, Utility Construction, and Hazardous/Toxic Waste Material Handling, Removal and Disposal is defined as constructing substantially in its entirety any fixed structure and other improvement or modification thereof, or any addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation, (not including Building Construction) railroad and street railway construction projects, sewers, water mains, parking lots, driveways, grade separations, foundations, pile driving, piers, abutments, retaining walls, viaducts, shafts, tunnels, sub-ways, track elevation, elevated highways, drainage projects, sanitation projects, aquaducts, irrigation projects, flood control projects, reclamation projects, airports, athletic fields, reservoirs, water supply projects, water power development, hydro-electric development, transmission lines, duct lines, pipe lines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial plants, site *clearing and grading, excavation and disposal of earth* and rock, including the assembly, operation, maintenance and repair of all equipment, vehicles and

other facilities used in connection with and serving the aforementioned work and services.

Also included is a Hazardous/Toxic Waste Project that is specifically bid as a project involving the handling, removal and disposal of Level A, B, C or D Hazardous/Toxic Waste Materials as defined by the United States Environmental Protection Agency and which is designated by that agency as a Hazardous/Toxic Waste removal site at the time of removal.

4. It is understood that where "Industrial Plants and site clearing and grading" 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 lots, driveways, railroad and river work, also all construction of water lines and sewers to within ten feet of the building.

This work is done under this Heavy Construction Agreement regardless of which type of contractor has the general contract.

All work on industrial plants in the area set forth in ARTICLE IV, Section 7, and not described in the above must be done under Building Trades rates and conditions.

5. Highway Construction work is defined as all work ordinarily included in highway construction contracts, bridges (excluding steel superstructures), sewer and street grading, street paving, curb setting, sidewalks, demolition of any structures incidental thereto, etc.

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

covered by this Agreement. A foreman when employed on any work as a workman is governed by the conditions and wages of such workmen.

A superintendent or foreman who does work of workmen belonging to the Union, more than is required for instructions of workmen belonging, is not exempt from Union membership under this clause and is governed by the terms and conditions of this Agreement to include the Union Security Clause.

ARTICLE III – Hazardous/Toxic Waste Material Handling, Removal and Disposal

This Article does not apply to Carpenters Local Union #2274

1. This section is applicable to two types of Hazardous/Toxic Waste Removal work bid after January 31, 2000. They are:

a). A Hazardous/Toxic Waste Project that is specifically bid as a project involving the handling, removal and disposal of Level A, B, C or D Hazardous/Toxic Waste Materials as defined by the United States Environmental Protection Agency and which is designated by that agency as a Hazardous/Toxic Waste removal site at the time of removal.

b). The handling and removal of Hazardous /Toxic Waste where the following conditions are met: (1) unexpected Hazardous/Toxic Waste Materials as defined in a). are encountered, (2) the handling, removal and disposal of that material constitutes an item of work not specified in the construction contract, and (3) the location of that Hazardous/Toxic Waste becomes designated as a Hazardous/Toxic Waste removal site by the Environmental Protection Agency.

2. When employees are required to work with removal of Hazardous/Toxic Waste Materials classified as Levels A, B, C or D on a Hazardous/Toxic Waste Materials Removal Project as defined in 1.a). or 1.b). above, the following conditions shall apply:

a). The removal of Hazardous/Toxic Waste Materials will be subject to any and all safety regulations

and insurance provisions that may be required by the appropriate governmental agencies.

b). Wages for employees working in direct contact with a Hazardous/Toxic Waste Material which is classified Level A or Level B by the United States Environmental Protection Agency and who are required to wear personal protective equipment for respiratory skin or eye protection for that level of work, shall be Two Dollars Fifty Cents per hour above the comparable classification of work listed in the wage section of the appropriate Union performing the work. Fringe benefit payments for such employees will be paid (based upon appropriate traditional Heavy/Highway wages only) in accordance with the wage classifications of the Union performing the work. Wages for employees working in direct contact with Level C or D, Hazardous/Toxic Waste Material as classified by the United States Environmental Protection Agency, and who are required to wear personal protective equipment as set forth by the United States Environmental Protection Agency, shall be One Dollar per hour above the comparable classification listed in the wage section of the appropriate Union performing the work. Fringe benefit payments for such employees will be paid (based upon appropriate traditional Heavy/Highway wages only) in accordance with the wage classification of the Union performing the work.

c). When employees are required to work with Levels A or B Hazardous/Toxic Waste Material as defined herein, the Company must provide for adequate break time off or relief employees as required for job specific conditions.

d). Where Hazardous/Toxic Waste Material is unexpectedly encountered and becomes a Hazardous/Toxic Waste Material Project as defined in 1.b). for which there was no provision in the bid, and no satisfactory union subcontractors are available to perform the work then the General Contractor may select a subcontractor in accordance with the guidelines

established in the Memorandum of Understanding regarding this subject between the signatory parties.

3. The provisions of this section are intended to apply only to Hazardous/Toxic Waste Removal work as defined. They shall not apply to the handling, application, removal or disposal of Hazardous/Toxic Waste Materials as encountered on Heavy/Highway Construction Projects which are subject to government Hazard Communications Regulations, Community Right to Know Regulations but not designated as Hazardous/Toxic Waste removal work by EPA guidelines, even though such material may require specialized handling and personal protective equipment. However, all other sections of this labor contract continue to be applicable in such work.

Memorandum of Understanding

Where a Hazardous/Toxic Waste problem is unexpectedly encountered that meets the definition of a Hazardous/Toxic Waste project as defined in Article III, Subsection 1(b) of the Labor Agreement, the following guidelines shall apply if the contractor subcontracts the Hazardous/Toxic Waste removal to a contractor that is not in signed agreement with the Union.

1. The Company shall provide the Union with a list of the companies contacted.

2. The Company will provide the Union with its reasons for refusing to subcontract to a listed union contractor.

3. The Union shall have an opportunity to discuss that refusal.

4. If a non-union contractor is selected, it shall be required to sign an Agreement with the Union. The Union must offer a Project Agreement to the contractor, which shall not contain terms materially different from the Heavy/Highway Agreement.

5. The Union will accept as members key operating employees of the Contractor, the number to be mutually determined by the Union and the Contractor.

ARTICLE IV – General Employment Conditions

1. It is customary practice for certain workmen to work exclusively for a given Contractor. Workmen shall be free to select the Contractor for whom they desire to work, and the Contractor shall be free to select the workmen members of the Union whom he desires to employ, subject to Article V. Provided, however, no employee shall leave an uncompleted contract to accept employment with another Contractor, unless agreeable to both Contractors.

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

3. Specific hiring procedures for each Craft are contained in each Craft Addendum.

4. The Contractor is to be the judge as to the satisfactory performance of work by a workman, and may discharge any workman 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.

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

6. A Contractor shall not be hindered or prevented in using any type or quantity of machinery, tools or

equipment providing such equipment is in conformance with all Federal and State Safety regulations.

7. This Agreement shall govern all "Heavy Construction and Railroad Contracting," "Highway Construction", "Utility Construction" and "Hazardous/ Toxic Waste Material Handling, Removal and Disposal" work which any Contractor performs in the thirty-three counties of Western Pennsylvania identified on page 2 of this Agreement.

8. 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 Addendums for each Craft which is made a part hereof will be of any force or effect upon any party hereto except for subsequent amendments which are mutually agreed upon by parties signatory to this Agreement. Such amendments must be reduced to writing.

It is mutually recognized by the parties that on certain projects, concessions to the wages, hours and conditions of this Agreement may be granted to provide a more competitive position to the employers who employ Craft members of the signatory Unions. The Union representatives and this Association shall jointly develop and agree upon these concessions, which will be applicable for the term of the individual project.

The Constructors Association of Western Pennsylvania agrees to use its best effort to notify all contractors on the bidders list who employ crafts signatory to this Agreement.

9. The authorized representatives of the Union may visit jobs during working hours, but must not hinder or interfere with the progress of the work. When the work area is restricted, the Contractor shall endeavor to make special arrangements for the representatives to enter and check the employees.

10. If provisions of this Contract should be declared invalid or inoperative by final order of any court or board of competent jurisdiction, the Union shall be afforded the maximum protection provided by law. The

Union or the Association may at its option, require renegotiation of such individual provisions.

11. This Agreement is not to apply to any operations or business in which any Contractor engages, except his Heavy Construction, Railroad Contracting work, Highway Construction work or Utility Construction Work.

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

13. It shall not be a violation of this Agreement and it shall not be cause for disciplinary action in the event an employee refuses to cross a legal picket line established by the International Union affiliated with the Building and Construction Trades Department of AFL-CIO, or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional picket line shall be recognized.

ARTICLE V – Union Security Provision

1. The Contractors agree that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants because of membership or non-membership in the Union. Each employee shall, as a condition of employment thereafter, become and remain a member of the Union in good standing by the payment of his/her affiliation fees and

dues for the term of his/her employment on or after the eighth calendar day after their employment by a Contractor or Contractors in the area covered by this Agreement, or eight days after the effective date of this Agreement whichever is the later; provided that, as to any Contractor who becomes a party to or bound by the Contract subsequent to the original date of execution thereof, the effective date hereof for the purpose of this clause, shall be the date on which said Contractor actually became a party hereto or bound hereby.

2. The hiring of new workmen and the discharging of employees upon the request of the Union, shall be in accordance with the National Labor Management Relations Act of 1947 and subsequent amendments. Non-conformance with the Act shall not be a matter for arbitration.

3. This Article is effective since an election was held May 17, 1948, as provided in Section 9 (e) (1) of the National Labor Relations Act, as amended, among the employees covered by this Agreement, and in which the majority required by that election authorized the Union to include such provisions in this Agreement.

ARTICLE VI – Classification of Workmen and Scope of Wages

1. All workmen employed under this Agreement shall be classified in accordance with the schedule of Labor and no other classification of labor of any kind will be recognized. Any question relative to the classification of a workman 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 Arbitration Board. The Contractor may classify such workmen pending the final decision of the Arbitration Board.

2. Any Workman may be temporarily shifted by the Contractor from one classification of work to another classification of work, provided the workman is capable of performing the other work and is paid the rate of

wages for the classification which provides the highest wage rate.

3. Hourly rates of wages for each classification of labor are also set forth in Schedule of Labor. The hourly rates are based on a 40-hour work week, unless modified by legislative requirements or contract requirements of Govemmental Agencies.

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

5. Fringe benefit contributions will be made by the contractor on each hour paid as wages to the employee. If wages are paid at the straight time rate then fringe benefits are to be paid at the same rate. If wages are paid at the time and one half rate, then fringe benefits are to be paid at the time and one half rate. If wages are paid at the double time rate, then fringe benefits are to be paid at the double time rate. All fringe benefit contributions will be distributed among the designated fringe benefit funds and paid on a specified rate per hour.

6. The wage rate in effect at the time of the bid for Federal prevailing wage rate projects will remain in effect on those projects for one year from the date of the bid. At the end of the one year from the date of the bid, the first negotiated wage rate that was due the year following the bid date will be paid for one year, at which time the second consecutive negotiated wage rate will be paid for one year except that the wage rates, terms and conditions effective on January 1, 2004, will remain in effect on uncompleted projects until December 31, 2005.

7. Wages to be paid on projects covered by the Pennsylvania Prevailing Wage Act apply on a calendar year basis as designated in the contract bid documents and/or this Bargaining Agreement except that the wage rates, terms and conditions effective on January 1, 2004, will remain in effect on uncompleted projects until December 31, 2005.

8. In the event a Contractor voluntarily agrees to pay wages higher to one group of employees other than what is required under a bona fide agreement to which the Contractor is signatory, then he shall be required to pay the new schedule to all groups.

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

ARTICLE VII – Working Hours and Shifts - Holidays - Emergencies

1. On all work the normal work day shall consist of eight continuous hours, exclusive of lunch time, during any twenty-four hour period, and the normal work week shall consist of forty hours.

2. On Heavy, Highway, Utility Construction, Railroad Contracting, and Hazardous/Toxic Waste Material Handling, Removal and Disposal work the first shift or single shift may start between the hours of 6:00 AM to 9:00 AM, Monday through Sunday, inclusive. Differing starting times may be established between 6:00 AM and 9:00 AM for the first shift and each shift thereafter for individual crews provided each crew is scheduled a minimum of 8 hours.

3. This day shift shall consist of eight hours exclusive of lunch time, and all time worked in excess thereof shall be paid on an overtime basis.

4. The Contractor may elect to change the starting time of such first shift or single shift within the hours provided above but must give the Union forty-eight hours notification in advance and agrees that such starting time shall continue for not less than five working days.

5. Starting time of such first shift or single shift, other than provided above, may be arranged otherwise by mutual agreement between the Contractor and the Union.

6. Concrete Bridge Deck Pours - When technical requirements of the project specifications dictates, the project starting time may be amended to three hours

earlier than 6:00 AM for concrete deck pours under extreme temperature circumstance. All other employees will start at their normal starting time. Those workers starting earlier for concrete deck pours may not be replaced with other workers to avoid paying premium time.

7. Concrete Patching - This shall apply to concrete patching only. Where governmental agency requirements are extremely demanding to accommodate vehicular traffic the project starting time may be amended to three hours earlier than 6:00 AM and three hours after 6:00 AM. From the start of the first crew there shall be no more than a four hour time span and no crew shall start after 9:00 AM.

When bid specifications by the awarding agency require other starting times, the Union and the Company agree to amend the above starting times. It shall be the Company's responsibility to provide copies of the official specifications to the unions of the special starting time requirements prior to the start of the project.

Failure to provide the proper specifications prior to start of the project will make this entire section null and void.

Example: 1st crew starts at 3:00 AM no crew will start later than 7:00 AM.

8. The Contractor may elect to work one, two, or three shifts on any work covered by this Agreement. On shift operation, the following shall apply:

a. The first shift or day shift shall consist of eight hours exclusive of lunch time and time worked in excess thereof shall be paid on an overtime basis.

b. The second shift, from late afternoon until night, shall consist of seven and one-half hours exclusive of lunch time and time worked in excess thereof shall be paid on an overtime basis.

c. The third shift, from night until morning, shall consist of seven hours exclusive of lunch time and time worked in excess thereof shall be paid on an overtime basis.

d. The second shift of a two shift operation shall consist of seven and one-half hours exclusive of lunch time and time worked in excess thereof shall be paid on an overtime basis.

e. On multiple shift operations, the normal work week shall begin with the first shift Monday morning. All work performed between the beginning of the first shift Friday until the beginning of the first shift Saturday, shall be considered as worked on Friday and paid at the applicable rate for that day. All work performed between the beginning of the first shift Saturday until the beginning of the first shift Sunday, shall be considered as worked on Saturday and paid at the applicable rate for that day. All work performed between the beginning of the first shift Sunday until the beginning of the first shift on Monday, shall be considered as worked on Sunday and paid at the applicable rate for that day.

f. It is recognized by the contractors and the Union that on certain types of work due to the owner's specifications and/or governmental restrictions that for the safety and convenience of the public that work must be done during certain specified hours in which case the starting and quitting times for such shifts will be permitted to conform with such restrictions providing however, it shall not result in working or being paid for less than an eight hour shift.

g. Each shift shall receive 8 hours pay if working a 5 day, 8 hour shift schedule or 10 hours pay if working a 4 day, 10 hour shift schedule. When less than a full shift is worked on second or third shift, paid-time shall be computed pro-rata on a portion of work. All time worked in excess of a normal shift shall be considered overtime.

h. Where a peculiar circumstance arises which necessitates the calling out of one or more men, he/she or they shall be paid time and one-half for work performed prior to normal starting time or after normal quitting time.

9. On all projects where a contractor elects to work 5-8 hour days the following should apply:

Time and one-half the regular rate shall be paid for all work performed on Saturday except where, due to conditions on a job(s) arising out of inclement weather, forty hours have not been worked in the week (exclusive of overtime) prior to Saturday, time worked on Saturday shall be on a straight time basis. In the event makeup time is to be worked on Saturday, not less than an eight hour day shall be scheduled and the following conditions shall apply:

a. Any employee hired on any day of the week Monday through Friday, and who does not lose any time from the day of his initial hire until Saturday, shall receive time and one-half the regular rate of wages for Saturday.

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

c. An Employee, who on his own accord, is absent from work on any day of the week from Monday through Friday, and an inclement weather day occurs then such Employee if he works on Saturday of the week during which the absence occurs, shall be paid at straight time wages; provided however, that any work in excess of eight hours on Saturday shall be paid at time and one-half the regular rate of wages in any event.

10. On all projects where a contractor elects to work a four day work week of ten hour days the following should apply:

Time and one-half will be paid for all work in excess of ten hours per day and forty hours per week, where due to conditions on a job arising out of inclement weather or a holiday during the work week forty hours have not been worked in the week (exclusive of overtime) time worked on Friday shall be on a straight time basis. In the event inclement weather prevents working during this week, Saturday will be used as a makeup day. In the event makeup time is to be worked, not less than an eight hour day shall be scheduled.

a. Any Employee hired on any day of the week Monday through Thursday, and who does not lose

any time from the day of his initial hire until Friday shall receive time and one-half the regular rate of wages for Friday.

b. An Employee, who on his own accord, is absent from work on any day of the week from Monday through Thursday, and an inclement weather day occurs then such Employee if he works on Friday of the week during which the absence occurs, shall be paid at straight time wages; provided however, that any work in excess of ten hours on Friday shall be paid at time and one-half the regular rate of wages in any event.

Clarification of 4-10's

When projects implement a 4-10 schedule and Friday as a makeup day, due to inclement weather, or a holiday during the work week no less than 8 hours can be scheduled, should the employer wish, he may schedule a 10 hour makeup day.

A shift change may not be implemented to compliment a craft completing their portion of a project, or in any case of a lay off.

A worker is guaranteed a full days pay whether working 4-10's or 5-8's except in the case of inclement weather.

Pay day will be Thursday of each week. In the event of inclement weather and the project is shut down on pay day and a makeup day is not scheduled on Friday, employees shall be paid straight time for any employee when required to wait on their check. If the makeup day is implemented on Friday the employer may pay on Friday.

11. For all time worked on Sundays and Holidays or days observed as such, the employees shall be reimbursed at the rate of two times the rate set forth in the Schedule of Labor.

12. The following days are recognized as Holidays: every Sunday of the year, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, First Day of Buck Season, Christmas Day. If said Holiday falls on Sunday then Monday shall be

considered a holiday. No work shall be done on Labor Day except in extreme emergencies.

No employee shall be refused sufficient time off from his work on national, state and Local Union election days in order that he may exercise his right to vote. This shall in no way act to the prejudice of such employee.

13. It is agreed that in case of work required because of emergencies caused by floods, fire or disaster, endangering life or property, all restrictions as to the maximum number of hours to be worked, and all requirements as to the payment for overtime, shall be suspended during periods of emergencies, covering a general area.

14. When weather does not prevent working, workmen shall be assured a full day's work every day they report to the job or project site unless they have been notified by 12:00 o'clock midnight the previous day that there will not be any work the following day. In the event multiple shifts are being worked, the workmen on the second and third shifts must be notified at least four hours prior to the start of their respective shifts.

In case of inclement weather, if a workman reports, he/she shall be given no less than two hours employment within his Craft's jurisdiction, under reasonable working conditions, and be paid therefore at his regular rate.

For purpose of this Section, Employees are required to give the Contractor a proper telephone listing where they can be reached.

15. A regular one-half hour lunch period shall be established at the midpoint of the scheduled hours of work for such shift for each crew. However, when work requires it, the Contractor may allocate a one-half hour lunch period thirty minutes prior to or thirty minutes past the regularly established lunch period.

When employees are required to work through the said ninety minute period, they shall be paid for the one-half hour lunch period at time and one-half the regular hourly rate. In addition, they are to be permitted

a short lunch period at the first available opportunity in sequence as work permits, without loss of time.

16. Four hours after the normally scheduled work day of eight hours or ten hours the employer shall provide a lunch for all employees and allow them the time to eat when employees are required to work beyond the 4 hours.

17. No employee shall be required to provide his/her own transportation to move from one area to another area on a jobsite during a working day.

18. Any employee injured on a job incurred accident during the shift and requiring emergency treatment by a physician, hospitalization or first aid shall receive wages and fringes for the scheduled shift.

19. In accordance with the provisions of the WARN Act PL 100-379 all workers employed under the terms and conditions of this Bargaining Agreement are recognized as employees for a temporary project. When the workers complete their work, they will be considered as terminated on the temporary project and may or may not be offered another job on a different project as needs dictate.

ARTICLE VIII – Pay Period

1. All wages shall be paid weekly to workmen. The maximum time after the close of a payroll period for wages to be held back shall be one week. The weekly pay period shall terminate on Sunday. All employees shall be paid by check by 4:30 p.m. or prior to the end of the shift the following Friday on the job or be paid waiting time until paid. The right and option of an employer to pay by check shall be terminated if an employee's check shall be returned for non-sufficient funds.

2. If an employee is permanently laid off the employee must be paid at the time of lay off or the employee shall be paid straight time for any time the employee is required to wait.

In the event an employee cannot be paid until the following day, the employee shall receive a minimum

of two hours pay for the following day. At the employee's option, the employee may either have his/her check including the two hours pay mailed to him/her or he/she may elect to return the following day for his/her check.

3. When workmen are placed on call in excess of three working days, they shall, upon request, be laid off and paid all wages due them. If requested the Company will mail the employee's check by the end of the next business day after receipt of notification. If the employee is required to return to the project to pick up his tools or work clothing he shall be paid two hours pay at straight time.

4. If a workman quits of his own accord, he shall wait for his pay until the next regular pay day.

5. If an employee is discharged he/she must be paid within one hour of the time of discharge and shall be paid straight time for any time he/she is required to wait beyond such one hour.

6. On each pay stub shall be specified the pay period, the name of the employer, the hours worked, gross wages and all itemized deductions and employer contributions. If the employee is paid by check, the pay stub shall contain the number which appears on the check or the date. If the employee is paid in cash the above will apply.

ARTICLE IX – No Work Stoppage

Should differences of any kind arise between any Contractor and the Union or members thereof, it is specifically agreed that there will be no lockouts, strikes, or stoppage of any work of any sort and all grievances and complaints other than jurisdictional disputes which the parties involved are unable to adjust shall be submitted to the Arbitration Board for settlement. Failure to pay any and all wages when due and payable, violation of payments of rates of pay, any and all legal deductions, payments for overtime work, violation of Welfare and Pension Fund contributions, and violation of Arbitration awards as set forth in this Agreement shall

not be considered as subject to arbitration, and not subject to the provisions of this Article. Jurisdictional Disputes shall be settled in accordance with Article XIX. However, Contractors shall be afforded forty-eight hours after receipt of written notice in which to correct such alleged violations.

ARTICLE X -- Arbitration

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

2. For the purpose of arbitration, a Joint Arbitration Board shall be created by the parties hereto, both the Association and the Unions selecting two members each within ten days after the signing of the Agreement, who will constitute such Board. Two alternate members who will serve when needed to secure full representation of either party on such Joint Arbitration Board shall be selected by parties hereto.

The representatives of the Contractor shall be from the membership of the Constructors Association of Western Pennsylvania and the representatives of the Union shall be regular members of the Union.

3. In the event of differences arising under this Agreement, which cannot be settled between the workman and his immediate supervisor, an earnest effort will be made to settle such differences immediately, in the following manner: A grievance must be filed in writing within ten working days of the event upon which it is based. Grievances which are not timely filed are void and of no effect.

FIRST: The job superintendent and the Union steward shall discuss the grievance and attempt to resolve the dispute within twelve hours from the time said grievance is brought to their attention; if no agreement or understanding is reached in settling the grievance within twenty-four hours it shall proceed to the Second Step which shall be:

SECOND: The Business Manager or his designated representative and the Employer or his designated representative shall confer and render a decision within twenty-four hours of Steps 1 and 2. If no agreement or understanding is reached, it shall proceed to the Third Step which shall be:

THIRD: The grievance shall be submitted to a representative of the Association and to a representative of the Union by the Union and/or Contractor within twenty-four hours and a decision shall be rendered within two days after receiving the grievance. Should the dispute not be satisfactorily resolved it shall proceed to the Fourth Step which shall be:

FOURTH: The grievance shall be submitted in writing or a mutually acceptable procedure to the Joint Arbitration Board within three days of the decision under Step 3 above. The Board shall meet within five days from date such matter is referred to consider the matter and make its decision. Should the decision of the Board be deadlocked, the matter shall be referred to the American Arbitration Association as per Step Five:

FIFTH: Arbitration proceedings shall follow the rules of procedure set up by the American Arbitration Association. In the event an umpire is necessary, he shall be picked from a list furnished by the American Arbitration Association, he shall be familiar with conditions in the industry and will be prohibited from making any additions to or deletions from the Agreement as adopted by the Association and the Unions.

The party which the Arbitrator rules in favor of shall be absolved of all Arbitrator's costs in connection with said decision and all Arbitrator's costs absorbed by the opposing party.

4. It is understood that the days specified in the above procedures do not include Saturdays, Sundays or Holidays.

5. In addition to the aforementioned duties, the Arbitration Board shall establish regular quarterly meetings at a time and location mutually agreed upon. It shall be the business at such meetings to resolve any

differences involving the interpretation or application of this Agreement. However, these Arbitration Boards shall have no authority to modify detract from or alter any provision of the Contract.

ARTICLE XI – Availability of Agreement to any Contractor

Any Contractor not a member of the Constructors Association of Western Pennsylvania may receive the benefits and assume the obligations of this Agreement by becoming a member of the Constructors Association of Western Pennsylvania and accepting this Agreement.

ARTICLE XII – Subletting of Work

1. It is agreed by the parties embodied herein that in the event any Contractor sublets any part of his work which is performed by the Crafts named in this Agreement, for work to be done at the job site of construction, that all Subcontractors involved shall be governed by the terms of this Agreement. Contractors shall give preference to Subcontractors who are parties to an Agreement with the Union except as provided in Article III 2. d). Hazardous/Toxic Waste Material Handling, Removal and Disposal.

2. A Subcontractor is defined as any person, firm, partnership, self-employed person or corporation who agrees under contract, oral or written, with the General Contractor or his Subcontractor to perform on the job site any part or portion of the work covered by this Agreement, including the operating of equipment, performance of labor and installation of materials.

3. The Contractor agrees to notify the Union as to the name of any Subcontractor prior to the time the Subcontractor commences work on the job or project. The Subcontractor shall be bound by the provisions of Article XIII (Prejob Notification).

ARTICLE XIII – Prejob Notification

For all projects the Contractor will provide the Association with a completed prejob information form that will be distributed to all Unions no later than 14 days

prior to the project starting. In the event additional information is required, the Union will notify the Association who will arrange for a telephone call between the Association, the Contractor and the Union. If additional information is required the Union shall notify the Association within 7 days of receipt and a prejob meeting with the Contractor will be established.

Either party may request a prejob conference which will be held at the Association Office, providing the job or project to be discussed is within sixty miles of the Court House in Pittsburgh, PA. On other projects the prejob conference will be held at the project site or at a mutually acceptable site.

Should the Contractor fail to comply with the provisions of this Article, the job or project so found to be in violation shall be subject to a work stoppage after forty-eight hours written notice of the violation to the Contractor and the Association.

The provisions of this Article shall not apply to emergency, maintenance or repair work where the Contractor is ordered to proceed immediately and sufficient time is not available to comply with the 14 day notice.

ARTICLE XIV – Non-Discrimination

The parties to this Agreement agree that they will not discriminate against any employee because of race, creed, color, age, sex, or national origin. The parties further agree that they will abide by Title VII of Civil Rights Act of 1964 and Executive Order 11246 and/or any other governmental regulations pertaining to Equal Employment Opportunity.

All parties recognize the value and responsibility to employ females and minority employees, therefore, the Craft Unions shall be given the first opportunity to provide such employees.

ARTICLE XV – Safety and Health

The Contractor shall abide by all local, state and federal safety codes. If at any time gross violations of these codes are observed which would have serious

effect on life or limb, the men on that portion of the work may be temporarily shifted from that part of the operation until the violations are corrected. At no time would this be reason to shut down an entire project. Wages of the workmen involved and the conditions which caused the stoppage are subject to the regular arbitration procedure.

The Contractor must provide the necessary and proper sanitary facilities in compliance with the existing health regulations. Contractors must also provide suitable and safe drinking water and ice to retain the coolness of same at convenient locations and in sufficient quantity. Employees shall be permitted to avail themselves to these facilities.

The Parties to this Bargaining Agreement recognize the need to comply with the terms of the Americans With Disabilities Act, and reasonable accommodation will be made where possible. However, this accommodation may not result in an undue hardship, and the Parties recognize that the assignment of an individual with a disability who does not have seniority to a vacant job may be an undue hardship.

ARTICLE XVI – Joint Labor-Management Drug/Alcohol Abuse Program

As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Association cooperatively adopt the following Drug/Alcohol Abuse Program which may be modified hereafter.

1. POLICY STATEMENT - The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and the signatory Unions 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, healthy work environment for all of its employees.

2. DEFINITIONS

A. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Company. Construction job sites for which the Company has responsibility are included.

B. Prohibited Items & 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.

C. Employee - Individuals, who perform work for the Company including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

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

E. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

F. Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

3. CONFIDENTIALITY

A. All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Company will make every reasonable effort to return you to work upon your recovery. The Company will also take action to assure that your illness is handled *in a confidential manner.*

B. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

C. 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.

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

E. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

4. RULES-DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES

A. 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:

1). Use, possess, dispense or receive prohibited substances on or at the job site; or

2). Report to work with any measurable amount of prohibited substances in their system.

B. 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 working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

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

2). Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.

3). Employees who refuse to cooperate with testing procedures will be terminated.

4). Employees found in possession of drugs or drug paraphernalia will be terminated.

5). Employees found selling or distributing drugs will be terminated.

6). Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

C. Prescription Drugs - Employees using a prescribed medication which may impair the 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 with you and your physician to determine if a re-assignment of duties is necessary. The Company will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

D. Grievance - All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreements.

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 is not necessary for the proper operation 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;

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, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;

C. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;

D. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse, for up to a 1-year period;

E. Employees may also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the Company will be terminated.

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.

The Company will bear the costs of all testing procedures.

6. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the Company or Union health & 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/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests 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.

7. Addendum - Joint Labor-Management Drug / Alcohol Abuse Program - When a Constructors Association member conducts drug testing in accordance with the Agreement, the Company will issue the employee(s) who test negative a card as evidence therein. The cards will be issued by employee social security number through the Association at the time the Company advises the Association of test results.

The Constructors Association will maintain a complete list of those employees, by social security number, who have been drug tested and the dates tested and the results of those drug tests.

Contractor Members of the Constructors Association may call the Association when prospective employees are considered for employment to determine if the employee has been drug tested in the previous twenty-four months and the test results.

In the event an individual has been tested by another Association member during the past twenty-four months, and the test results are negative, the Company (the prospective employer) may elect to exempt the individual from present drug tests.

In the event an employee has been tested by another Association member during the past twenty-four months, and the test results are positive, the Company may require evidence of the employee having been diagnosed by a drug rehabilitation counselor and currently participating in or successfully completing counseling or a rehabilitation program after the positive drug test result before considering the individual for employment. If the individual cannot provide evidence of current participation in counseling or successful completion of a rehabilitation program, the employer may reject him for employment. In the event the individual has started work, and the Company receives

notice of a positive drug test result, the employee will be paid only for actual hours worked. Even with satisfactory completion of counseling or a rehabilitation program or participation therein, a Company may require a negative drug test before offering employment.

Drug results shall be confidential and only provided on a need to know basis. Test results shall be provided only to prospective employers. The Association will indemnify and hold the Unions harmless for any payments of lost wages or damages the Unions are required to make any applicant for employment or aggrieved employee and for reasonable costs and expenses, including attorney's fees, court costs and other disbursements resulting from or occasioned by any negligent practice on the part of the Association in the operation of the foregoing drug testing program.

ARTICLE XVII – Tenure of Agreement

1. This Agreement shall become effective as soon as it is signed by the proper representatives of the Union and the Constructors Association of Western Pennsylvania.

2. This Agreement shall be effective from the date hereof until December 31, 2004, and shall be automatically extended for the period of one year and shall continue in force thereafter from year to year unless written notice of the desire to negotiate a new Agreement, in whole or in part, is given by either party hereto to the other at least ninety days prior to December 31, 2004, or prior to the same date of any subsequent year.

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

In the event that any Contractor discontinues or is discontinued from membership in the Association, the provisions of this Agreement shall remain fully binding on the Contractor.

ARTICLE XVIII – Health, Welfare and Pension Audits

Audits of the Contractor's payroll records including copies of Federal and State Payroll Tax Returns may be made by the Administrator of the Health, Welfare and Pension Funds or the employee of that office upon instruction and authority granted by the Trustees of the Fund. Five days notice shall be given the Contractor before the audit.

In the event a suit to compel an audit is required, the Contractor agrees to pay all court costs and reasonable attorney's fees.

In addition, any delinquent Contractor shall be liable for the reasonable expenses, including attorney's fees and other disbursements, incurred in the *collection of any delinquency. It is agreed that legal* action may be instituted in Allegheny County against delinquent Contractors.

ARTICLE XIX – Jurisdictional Disputes

In the event of a jurisdictional dispute with any other Union, it is agreed that the following procedure shall be taken in an attempt to resolve the matter:

Step 1. The Business Managers or Representatives of the involved crafts will attempt to resolve the dispute within 24 hours. If no settlement is reached,

Step 2. The six signatory crafts will meet as soon as possible and render a decision. Such a decision must be accepted by the contractor providing that such a decision does not require the contractor to double man any disputed work (feather bedding).

Step 3. If no settlement is achieved under Steps 1 and 2, the Contractor will then assign the work as per existing contract and the dispute will then be referred to the International Unions. No interruption or delays in work during this time period as per existing contract.

The Contractors agree that the results of Step 3 shall be accepted. However, no solution at this step shall require the Contractor to man the equipment with more men than provided in this Agreement. Under no

conditions shall the decision of the International Unions result in additional manning over existing practices.

It is understood that this agreement will not conflict with International Constitutions or other mandates.

ARTICLE XX – Incorporation of Classifications, Wages and Amendments

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

2. Classifications, Wages and Amendments with Special Conditions shall be in force during the period of this Agreement between the Constructors Association of Western Pennsylvania, for and on behalf of those of its membership authorizing it to act, and the individual Union signatory to the Agreement and are included in the Agreement.

3. Should there be conflicting language between those items incorporated by reference in Article XX, Section 2, and the body of this Agreement, that language in the incorporated items shall prevail.

ARTICLE XXI – Sewer & Waterline Addendum

This Addendum to the Heavy Engineering, Railroad Contracting, Highway Construction, Utility Construction and Hazardous/Toxic Waste Material Handling, Removal, and Disposal Agreement between the Constructors Association of Western Pennsylvania and the United Brotherhood of Carpenters & Joiners of America Local Union No. 2274, Cement Masons' Local Union No. 526, Laborers' District Council of Western Pennsylvania, and Pile Drivers' Local Union No. 2235, has been mutually agreed upon this 1st day of February, 2000, and is intended to modify the aforementioned Agreement as follows:

On all sewer lines and water lines, as contracted by Municipalities, Water and/or Sanitary Authorities or Governmental bodies for work up to the terminal point of the primary service or discharge, where legislation does

not prevent, the rates and fringes as predetermined for the project shall prevail for the duration of the project.

It is understood that this modification shall not apply to cross country pipe lines and cables as defined in the National Pipe Line Agreement, nor shall it apply to the construction of pump or booster stations, nor to diversion structures, which use five or more cubic yards of concrete in their construction. Manning requirements, rates of pay and conditions as negotiated in the Agreement between the Association and the Union shall be adhered to except as stated above.

This Addendum shall expire on the same date as the Agreement between the Association and the Union except that such wages and conditions contained herein shall continue to apply on projects bid or in progress prior to such expiration date

ARTICLE XXII – Non-Competitive Work Addenda

There are specific jobs within the scope of work of this contract for which all of the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations.

For additional clarification on work to be covered within the scope of the Non-Competitive Work Addenda, contractors shall contact the signatory parties to the Addenda.

The Addenda shall expire on the same date as the Agreement between the Association and the Union except that such wages and conditions contained herein shall continue to apply on projects bid or in progress prior to such expiration date.