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AGREEMENT

between the

INTERIOR FINISH CONTRACTORS ASSOCIATION OF DELAWARE VALLEY



INTERIOR FINISH CONTRACTORS ASSOCIATION
OF DELAWARE VALLEY

and the

METROPOLITAN REGIONAL COUNCIL of PHILADELPHIA and VICINITY



UNITED BROTHERHOOD of CARPENTERS and JOINERS of AMERICA

EFFECTIVE MAY 1, 2006
THROUGH APRIL 30, 2009

Counties of Philadelphia, Bucks,
Montgomery, Chester, Delaware, Lehigh,
Northampton and Carbon



Look For This Label On All Woodwork

**METROPOLITAN REGIONAL COUNCIL
of
PHILADELPHIA & VICINITY**

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**INTERIOR FINISH CONTRACTORS ASSOCIATION
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ARTICLES OF AGREEMENT

This Agreement, by and between the Interior Finish Contractors Association (hereinafter referred to as the "Association"), acting for and on behalf of itself and, pursuant to authority duly granted, for and on behalf of each of its present and future members individually (hereinafter referred to as the "Contractor" or "Employer") **THE METROPOLITAN REGIONAL COUNCIL OF PHILADELPHIA AND VICINITY** of the **UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**, (hereinafter referred to as the "Union" or the "Council"), acting for and on behalf of itself and of all the local unions of the United Brotherhood of Carpenters and Joiners of America, located and having jurisdiction in the Counties of Philadelphia, Bucks, Chester, Delaware, Montgomery, Lehigh, Northampton and Carbon, in the Commonwealth of Pennsylvania; the Counties of New Castle, Kent and Sussex in the State of Delaware; and in northern Cecil County and the counties of Kent, Queen Annes, Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland and their present and future members, and of other employees (as hereinafter defined) of the Employer.

WITNESSETH:

ARTICLE 1

TERM OF AGREEMENT

(a) This Agreement shall be binding upon both parties hereunto, and upon the respective successors and assigns of said parties for the period beginning May 1, 2006 and ending at Midnight of **April 30, 2009** without change or modification except as hereinafter specifically provided, and thereafter from year to year, unless either party hereto shall notify the other in writing at least ninety (90) days prior to the expiration of the

term, or of any extended term, of this Agreement of an intention to change or amend any of the provisions of this Agreement upon expiration of its term or of any extended term thereof. Such notice shall be served by certified mail postmarked not less than ninety (90) days prior to such expiration date.

(b) Should either party give notice to the other as aforesaid, then, within thirty (30) days after the mailing of said notice, representatives of the Association and of the Council shall meet to discuss, negotiate, and agree upon such changes. If no agreement as to such changes is arrived at before the expiration of the term or of any then current extension of the term, of this Agreement, then the whole of this Agreement shall be considered terminated upon the expiration of the term, or of the then current extension of the term of this Agreement, unless extended by mutual agreement in writing of the parties hereto.

ARTICLE 2.

RECOGNITION

(a) The Association hereby recognizes the Union as the bargaining agent for its members and for the work described in Article 10, and on the behalf of itself and each of its member-employers who have assigned bargaining rights to the Association, is authorized to bargain on their behalf, in executing this Agreement, and agrees to work the hours, pay the wages (including payments to fringe benefit funds) and observe the working conditions established or agreed upon by the Union and the Association, in the respective area in which any of its work is performed, with respect to foremen, journeymen carpenters and apprentices. The Union recognizes this Association of Contractors on behalf of its members for collective bargaining purposes. This agreement applies but is not limited to all of the work described in Article 10 Jurisdiction.

(b) Notwithstanding any other provision of this Agreement to the contrary, in the event that an Employer bound hereby shall perform work within the meaning of this contract within Lehigh County, Northampton County and Carbon County, then all such work shall be performed in accordance with the terms and conditions of the Collective Bargaining Agreement then in effect between Carpenters Local Union #600 and the Lehigh Valley Contractors Association, Inc.

(c) To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows:

If the contractor performs on-site construction work of the type covered by this Agreement, under its own name or the name of another as a corporation, company, partnership, or other business entity including a joint venture, where the contractor through its officers, directors, partners or owners exercises directly or indirectly management control, the terms of this Agreement shall be applicable to all such work.

(d) The Employer, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and, having been presented with, or having been offered to be presented with, by the Union, proof that the Union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grants recognition to the Union as the sole and exclusive collective bargaining agent, pursuant to Section 9(a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

ARTICLE 3

WORKING HOURS AND HOLIDAYS

(a) The Regular or normal work week shall consist of forty (40) hours, and regular or normal hours and days of work shall be eight (8) hours, interrupted by a mandatory meal period of one-half (1/2) hour, time to be made between 7:00 A.M. and 5:30 P.M., Monday through Friday, both inclusive. When more than one employer on the same project employs carpenters, the starting time for all employees shall be uniform. Nonuniform starting times may be allowed on a particular job site by mutual agreement between the Union and the Employer. Disputes over failure to reach a mutual agreement will be subject to the grievance procedure.

(b) Unless the Council or the Business Representative of the Union has given the employer permission for such work, no work shall be performed on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas, nor any Saturday or Sunday, nor shall any overtime or extra shift work be performed.

(c) When a permit is granted for overtime work, employees engaged in such work shall be paid at time and one-half the rates specified in Article 4, Sections a, and b, and Article 6, Section (b), of this Agreement; except that work performed on Sunday and Holidays shall be paid at the rate of double time.

Overtime work means (1) work on a day shift before the regular hour for beginning or after the regular hour for the ending of such day shift; (2) work on an extra shift before the regular hour for beginning or after the regular hour for the ending of such extra shift; (3) work on any shift in excess of eight (8) hours; (4) work on a Saturday or on a Sunday; including weekend shift work; and (5) work on one of the Holidays mentioned in Section (b) of this Article.

(d) No work shall be performed on Labor Day, and no permit shall be granted for work on Labor Day.

ARTICLE 4

WAGE RATES

(a) The "straight time" wage rates for regular day shift hours for Journeyman Carpenters shall be as follows:

May 1, 2006 through April 30, 2007

- \$32.65 in the counties of Bucks, Chester, Delaware and Montgomery
- \$33.75 in the county of Philadelphia

May 1, 2007 through April 30, 2008

- \$2.65 per hr. Increase in the counties of Bucks, Chester, Delaware and Montgomery, to be divided between Wages & Fringes
- \$3.30 per hr. Increase in the county of Philadelphia to be divided between Wages & Fringes.

May 1, 2008 through April 30, 2009

- \$2.65 per hr. Increase in the counties of Bucks, Chester, Delaware and Montgomery, to be divided between Wages & Fringes
- \$3.35 per hr. Increase in the county of Philadelphia to be divided between Wages & Fringes.

A Wage and Fringe Schedule is attached to this Agreement Booklet as Exhibit "E".

The "straight time" wage rate for regular day shift hours for Apprentices shall be as set forth in Schedule D attached hereto and by this reference made part hereof.

(b) The minimum "straight time" rate of pay for regular day shift hours for Foremen shall be not less than fifteen per cent (15 %) above the Journeymen Carpenters' wage rate.

(c) All Foremen of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America in this Council.

(d) All employees shall be paid weekly, before quitting time and on the job site in cash; provided, however, that payment may be made by check in any case where an Employer posts a bond or cash in an amount sufficient to cover its payroll or the Council waives such bonding requirement in writing where it is satisfied concerning the financial responsibility of the Employer. The Employer shall have the option of withholding no more than three (3) days' pay. When an employee is required to wait after quitting time for his pay, he shall be paid four hours pay for the initial designated pay day and eight hours additional for each additional day he is required to wait (including four hours pay for Saturdays, Sundays and Holidays). Employees shall not be required to work until all wages due are paid in full.

The foregoing provisions of Section (d) shall apply except where the Employer proves that due to an Act of God, robbery or an accident, it was not possible to comply with said provisions. In such cases, the matter will be dealt with in accordance with Article 14 (the grievance procedure).

(e) An itemized statement shall be included in any pay envelope or upon check stub. Said statement shall show gross income, deductible items, and the net amount. This statement or check stub to be retained by employee.

(f) Upon thirty (30) days written notice to the Association, the Council may in its discretion determine that:

- (1) a portion of the wages provided herein shall thereafter be paid to the fringe benefit funds provided in Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund), Article 17 (Pension and Annuity Fund), Article 26 (National Apprenticeship and Health and Safety Fund) (Education and Development Fund), and Article 28 (Carpenters Savings Fund) as if fully set forth in that Article; or
- (2) the existing Employer contributions to those aforementioned Funds otherwise provided in the Agreement shall be amended between and among those Funds in such manner as the Council shall deem appropriate, provided only that such reallocation of fringe benefit contributions shall not substantially impair the financial or actuarial soundness of the affected Funds.

ARTICLE 5

APPRENTICES

All Employers shall participate in the apprenticeship training program and employ apprentices as directed by the Carpenters Joint Apprenticeship Committee of Philadelphia and Vicinity.

The straight time rate of pay of an apprentice during each six-month period of his apprenticeship shall be as outlined in Schedule D; and are as set forth in Section (a) of Article 4 and in Article 6 of this Agreement, which are set opposite to such period in the following table:

SIX MONTH PERIOD	PERCENTAGE OF JOURNEYMAN'S STRAIGHT TIME RATE
First	40%
Second	46%
Third	52%
Fourth	58%
Fifth	64%
Sixth	72%
Seventh	80%
Eighth	88%

The employment of apprentices shall be in accordance with the terms and conditions of the Standards of Apprenticeship, heretofore adopted, and as amended by the aforesaid Committee, and in accordance with the rules and regulations governing apprentices and their tools as set forth and provided by the Carpenters Joint Apprentice Committee.

It is hereby confirmed that the authority of said committee includes the authority to amend the Standards of Apprenticeship to include, or to adopt, a rule or regulation, which, when adopted, shall be binding upon the Employer.

All apprentices shall attend day school classes as part of their training and shall be paid an educational grant by the Joint Apprentice Committee.

The Committee shall make the apprenticeship training program available to the Employer under this Agreement, and said Employer shall be obligated to pay to said Committee or its designee such amount as the Committee shall determine to be proper and in proportion to the cost of training apprentices employed on commercial, industrial or institutional building

construction. Payments shall be made in the manner designated by the Committee.

ARTICLE 6

SHIFT WORK

(a) The period of work or shift whose regular hours fall completely between the hours of 7:00 A.M. and 5:30 P.M. shall be known as the day shift, and a period of work or shift whose regular hours embrace any portion of the period between the ending of the day shift of one day and the beginning of the next succeeding day shift shall be known as an extra shift. When the Employer requires an extra shift or shifts, he shall apply to the Council's office or to the Business Representative of the Council for the area in which the job is located, for permission to institute such extra shift or shifts.

(b) The rate of pay for work on an extra shift for the first five days of the regular work week as above specified, (hereinafter referred to as the "extra shift rate") shall be ten per cent (10 %) above the rates specified in Article 4 Sections a, b and Schedule "D" of this Agreement. It is understood that where, in accordance with the provisions of Article 3 (b) and (c), an extra shift has been established which begins after the day shift, only the extra shift rate need be paid for the first eight (8) hours of work on such shift on a Friday, despite the fact that such eight (8) hours will end after Midnight on Friday; work on such shift after midnight of the day preceding a holiday shall, however, be paid for at twice the extra shift rate.

(c) An employee working on an extra shift shall be paid eight (8) hours' pay at the extra shift rate, if he works less than eight (8) hours but more than four (4) hours; if the employee works four (4) hours or less, he shall be paid for four (4) hours at double the extra shift rate.

(d) No extra shift shall be worked at the extra shift rate unless a day shift is working. Where no day shift is working, all extra shift work shall be paid for at double the rates specified in Article 4, Sections (a) and (b) and Schedule "P" of this Agreement. However, if certain work cannot be performed during the day due to the particular circumstances of a specific project, and a day shift cannot be worked, then a night shift for such work can be used and will be paid at 15 % above the straight time wage rate. The provisions of this Section shall apply regardless of how many days such a night shift is worked.

(e) All overtime shift hours worked any day Monday thru Friday, and all shift hours worked on Saturday, shall be paid at the rate of time and one-half the extra shift rate. All shift hours worked on Sunday and Holidays shall be paid for at double the extra shift rate.

(f) Notwithstanding the provisions of Section (c) of this Article 6, if work on an extra shift is stopped due to weather conditions of such inclemency as to make it impossible for work to continue, the employees on such extra shift shall be paid for only the time worked and at the extra shift rate.

ARTICLE 7

OUT OF TOWN EMPLOYMENT

When an employee is sent to work outside of the geographic area described in Article 2 (b) of this Agreement and such employee is required to stay overnight, the Employer shall pay for his expenses, board and lodging.

ARTICLE 8**REPORTING FOR WORK**

(a) When initially employed on a job, an employee shall receive not less than four (4) hours' pay at the proper rate.

(b) Employees who have been told by the Employer or his representative to report for work on a day shift and who report on the job ready for work, but are not put to work or permitted to work less than two (2) hours, shall receive two (2) hours' pay at the proper rate, unless the failure of the Employer to put the employee to work or to keep him at work for at least two (2) hours is caused by weather of such inclemency as to make it impossible for the employee to begin work or to remain at work.

(c) Employees who have been employed on the job for more than two (2) days shall receive one (1) hour's notice of discharge in order to place tools in proper order for the next job.

(d) All employees shall be ready to begin work at the regular starting time.

ARTICLE 9**TOOLS: STORAGE - LOSS**

(a) The Employer shall provide, if space permits, a tool shed and a suitable room of sufficient size for the use of all Carpenters', both when the project is operating and when it is not operating, and such tool shed and carpenter's room shall not be used for the storage of any other materials. The Steward on the job shall be furnished with keys to the tool shed and to the Carpenter's room. The employees will store their tools not actually being used by them at any time. The Employer shall also provide suitable drinking water in an acceptable container

with sanitary individual cups, and provide ice water when the temperature rises above 65 degrees. Any violation will be sufficient cause for the Carpenters to be taken off the job.

(b) The employee may supply, at the time of hiring, a list of all personal tools which he has brought to the job. The Employer may review the list and may limit the number and type of tools which the employee has on the job.

The Employer shall reimburse each employee for any of his tools which are destroyed on the project site _by fire or other act of God, or which, while the project is not operating are lost, stolen, destroyed or damaged on the project site, or the Employer may, at its option, replace such tools with the same make and model tools, or equal; provided that if the Employer has complied with the provisions of Section (a) above, he shall be liable for such loss or injury only if it occurs while such tools or clothing are in the place designated by the Employer for storage; and provided further, that the Employer liability if no list is provided, shall be limited to not more than \$700.00 for any single loss or injury to tools, and not to more than \$200.00 for any single loss or injury to clothing; provided further that after the employee has supplied the tool list described herein, this limitation of liability shall not apply, and the employee shall receive reimbursement for or replacement of all listed tools. The employee must supply a list if the Employer requests one.

The Employer will reimburse the employee for such loss or replace the tools and clothing not later than three (3) days after the employee furnishes the Employer with the properly sworn itemized statement of loss.

ARTICLE 10**WORK JURISDICTION**

The Employer shall recognize the Jurisdiction of the Union, including but not limited to Carpentry, Millwrighting, Wharf and Dock Building, Floorlaying (as per Local 1823 Agreement) and Lathing. The parties hereto agree to be bound by the following work jurisdiction, including but not limited to:

Section 1

The unloading, stock-piling, general distribution and specific distribution to point of erection or installation, the carrying, handling, transportation (regardless of packaging or protection), the demolition and replacement of, the erection of, the cleaning, and touch-up, of all Ceiling Materials, all types of component parts of all types of Ceiling, all Metal-Pan Ceilings, and all Grid Systems ... regardless of their material or composition or method or manner of installation, attachment or connection; cross furring, stiffeners, braces, all bars regardless of material or method of attachment; all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and insulation and all finish ceiling materials, regardless of method or manner of installation; and all layout work, including the use of a level, transit, laser, and any other instrument or tool in use or adaptable to the work herein; and all lay-out and cutting of holes in the ceiling tiles for any reason.

Section 2

(a) All work in connection with the unloading, carrying, transportation, handling, stocking, distribution, installation, erection and/or application of all gypsum board and of all

dry wall materials, regardless of composition, and regardless of the method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking, resilient channels, furring channels, doors and windows (including frames, casing, molding, base systems); prefinished panels (including vinylcovered gypsum board) for interior or exterior use, corrugated metal wall panels, movable partitions, regardless of composition and accessories, the handling of all these items regardless of the packaging or protection used; backing board for all systems (including but not limited to thin coat and other finished systems); plastic and/or paint finished bases, finish board; fireproofing of beams, columns, and chases, (except sprayed on); rigid, sound and thermal insulation materials, also insulation used for the purposes, but not limited to, firesafing, soundproofing, thermal etc.; fixture attachments, preparation of all openings for lighting, air vents or other purposes.

(b) All work in connection with the handling, cutting, fitting and installation of gypsum board, to be used as insulation and/or as a fire retardant on field assembled insulated metal panels. All work in connection with the handling, cutting, fitting, and installation of gypsum board which may be used for supply duct, shaft walls, exhaust duct and bathroom ventilation risers (including metal framing and grilles), and regardless of the purpose, type or method or manner of installation, attachment or connection (free standing or connected); all layout work including the use of the level, transit, laser, and any other instrument or tool in use or adaptable to the work herein described in this Section 2. All clean up of work area, removal of scrap and waste material, and all other necessary or related work in connection therewith including the installation of all trash chutes.

(c) The Carpenter's work jurisdiction concerning the unloading of unfinished gypsum drywall and insulation

materials as described in this Section 2, and cleanup, shall be performed in accordance with the past tradition as previously performed by the individual contractor.

(d) This Agreement covers all work in connection with the installation and erection of all temporary protection, dust-proof partitions, enclosures, etc., required for the proper removal and disposal of asbestos products.

(e) This Agreement covers all work in connection with the handling, distribution, installation and clean up of all Infectious Control Risk Assessment (ICRA) for hospital work.

Section 3

No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture or purpose for which the materials described herein are used, designed, or intended.

Section 4

It is understood that the installation and attachment of the miscellaneous iron and steel to serve as support systems pertaining to any work outlined in this Agreement and the unloading, distribution, and installation of unistrut shall be done by the Employees covered under this Agreement. It is further understood that the installation, fastening, and connection of all types of light iron and metal studs, interior and exterior light gauge steel, framing, and all types of furring, regardless of composition, erected to receive the materials specified in this Agreement, including but not limited to gypsum wallboard (plain, vinyl-covered, sheet-lead lined), walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials, Kydex, FRP, or any material attached to the above described construction, is specifically included in the work covered by this Agreement if it is included in the Employer's contract.

Section 5

All work pertaining to the unloading, handling, stock-piling, distribution (regardless of the packaging or protection used) of all floor materials, installation, fabrication, and application of elevated, raised or access floor systems, including trim members, ramps, steps, facias, perforated and grilled air panels, table cut-outs, and all lay-out and cutting or drilling of holes in all raised floor systems; and other necessary or related work for the installation of all accessories related to laying, scraping and sanding, either by machine or by hand, and the finishing; all wood parquet and special designs of wood, wood blocks, wood composition, metal, tile, cork, asphalt, mastic, whether nailed or applied with adhesives; and all layout work, including the use of the level, transit, laser, and any other instrument or tool in use or adaptable to the work herein.

Section 6

(a) All work pertaining to the unloading, handling, stock-piling, distribution (regardless of the packaging or protection used) of all materials for the preparation, fabrication, installation, and/or erection in all structures of all interior and exterior work made of wood, wood pulp, aluminum, metal, plastic, transite, porcelain, enamel, composition materials (or any other combination); and also including but not limited to toilet room partitions, vanities and accessories; cabinets, fire extinguisher cabinets, cases, store displays, fixtures, raw glass shelves, seating, stairs, walk-in coolers, refrigerators and environmental rooms, laboratory equipment, dressers, wardrobes, china closets, ornamental work, panel work, wainscoting, partitions, showcases, wallcases, doors, jambs, trim, hardware, moldings, including but not limited to wood, metal, vinyl-clad, etc., or made of any type composition or material being used for any installation, metal bucks, doors and partitions, draperies, curtains, curtain pockets, blinds, venetian

blinds, blackboards, bulletin boards and bowling alleys; and all layout work including the use of the level, transit, laser, and any other instrument or tool in use or adaptable to the work described herein.

(b) **Windows:** All work pertaining to the unloading, handling, stock-piling, distribution (regardless of the packaging or protection used) of all materials for the preparation, fabrication, installation, and/or erection in all structures of all windows, window sash, transoms, trim, hardware, moldings, capping, screens, interior and exterior storm windows, pre-glazed windows; the removal and preparation for replacement windows and all parts and attachments pertaining to the installation of replacement windows; the layout and framing for the openings for all window installations regardless of the method or manner or type of installation; and, all of the above includes but is not limited to wood, metal, vinyl-clad windows, or windows made of any type composition or material for any type of window installation.

Specifically, all window frames and windows placed in or attached to wood, or attached by any means to metal studs (no matter what size stud or the gauge of the metal), it is the work of the Carpenters to install the frames and windows in their entirety.

Section 7

(a) The unloading, carrying, transportation, handling, stockpiling, installation, strapping, erection, and/or application of all materials and component parts of all types of overhead type, rolling and roll-up, sectional, upward acting, uprising, vertical lift, BiParting, canopy, mufti-sectional, sliding, swinging, folding Garage Doors, regardless of their materials or composition, method or manner of installation, attachment or connection, (plus the opening and closing devices and machinery for the operation of all these types of doors and

all the miscellaneous steel parts and attachments pertaining to the installation of these doors, if included in the Employer's contract); including but not limited to all track, sections, trussing, hanging supports, braces, regardless of material or method of attachment, all integrated insulation, windows and glazing, jambs, astragals, framing, regardless of method or manner of installation; the use of all equipment, including the use of the watertype level, electric manual hoist, come-a-long, or to hammer, gas driven generator, electric or gas-powered welders, burning equipment, and any other instrument or tool in use or adaptable to the work herein described; plus all layout work, including the use of the level, transit, and laser. Also, the erection and dismantling of scaffolding required for the performance of all work described in Article 10 shall be the work jurisdiction of the Council.

The unloading, transportation, handling, stockpiling, installation, erection and layout of all interior and exterior signage, including but not limited to entrance and exit signs, room and floor designations, personnel signage, institutional signage, directional signage, etc., shall be the work jurisdiction of the Carpenters, if the work is included in the Employer's Contract.

(b) The Employer agrees that any work of the nature set forth in this Article 10 of this Agreement, performed by or for the Employer, is and shall be assigned by the Employer to employees covered hereby and represented by the Council, and further agrees to recognize and observe the jurisdiction rights and claims of the United Brotherhood of Carpenters and Joiners of America, the Council, and employees represented by them, to such work as such rights and claims heretofore have been or hereafter may be determined.

Section 8

All work in connection with the unloading, handling, stock-piling, distribution, erection and installation by any means, of all types of the following items, including but not limited to: appliances: such as refrigerators, washers, dryers, ranges, dishwashers, fumehoods, exhaust fans, refrigeration cases, etc.; sporting, exercising and amusement equipment; playground equipment; seating; decor packages: such as signs, pictures, artwork, appliques, etc.; awnings; skylights; column covers; window capping, facias and soffets, siding, toilet partitions and lockers; caulking and weatherproofing; blocking and protection work; shelving, racks; countertops, tub enclosures, metal roofing, and 3-M fire dam spray and other similar products for spray applied Joint Sealer.

Section 9

Unloading, distribution, and installation of ornamental metals, including but not limited to: Aluminum base/kickplates on stairs, aluminum beam covers, stainless steel door jambs, stainless steel shelves and divider panels, stainless steel wall panels/cladding (escalators-baggage claim enclosures), stainless steel column covers/rings, aluminum grates and angles, and stainless steel light frames.

Section 10

The Prefabrication, installation, erection, construction and completion of the following work, shall be assigned to and *performed by journeymen and Apprentices*: the installing of all heavy and light angle iron for receiving prefab synthetic plaster wall panels, such as dryvit-type systems; the prefabricating, erecting, constructing, installing and completing of all light iron construction, furring, making and erecting of brackets, clips, and hangers, wood, wire and metal lath; plaster board or veneer plaster board to which synthetic plaster-type materials

are applied; corner beads, all floor construction; arches erected for the purpose of holding plaster, cement and concrete.

All carrying bars, purlines and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron and naillock, screw lock, Pomeroy, T-bar, H-bar, Z-bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath and all light iron and metal studs, such as Stran Steel, Penn Metal, Soule, Truscon, or other trade names of metal studs, no matter who the manufacturer; and all work in connection with the installation of metal lath, rock lath, rigid insulation, styrofoam or other mechanically fastened material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath, synthetic plaster-type materials and veneer plaster broad.

The nailing, tying and fastening of all wiring and metallic lath such as wire cloth, wire mesh, expanded metal lath, hy-rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster-type materials; the placing of all types of floor lath, such as hy-rib lath, paperback steeltex floor lath, Penn Metal rib, etc.

The tying, nailing, clipping or fastening of all types of lath, regardless of size, such as wood lath, plaster board, button board, flaxilinum board, bishopric, celetex, gypsum lath, rock lath, scrim or any and all other types of material erected to receive or hold plaster or synthetic plaster-type materials, or wet fireproofing materials.

The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other plastering accessories, which are covered and/

or serve as a ground, guard, or screed for plaster or synthetic plaster-type materials.

All work in connection with the unloading, handling, distribution, and installation by any means of all prefabricated standing seam metal roofing, soffit, fascia, and related trim.

The unloading, handling, stockpiling, assembly and erection, and teardown and disassembly of all interior and exterior tents of any material as well as all layout for said tents shall be the work jurisdiction of the Carpenters.

All work in connection with the unloading, handling, distribution, setting and installation of all gaming devices, slot machines, and bases, whether attached or not, made of plastic, wood, metal, or composed of any other material.

The erection and dismantling of all scaffolding systems shall be assigned unless the individual employer's past practice has been otherwise, in which case, such individual past practice shall prevail.

The Employer and the Union shall have the right by mutual agreement to add to the work jurisdiction as above defined and set forth, and such addition to the work jurisdiction shall be binding upon the parties.

ARTICLE 11

WORKING RULES

Those of the Council's Working Rules set forth in Schedule "C" attached hereto constitute, and are hereby made a part of this Agreement and set forth in detail certain of the conditions of employment which shall prevail during the term of this Agreement.

In addition, it is agreed and understood that if any employee ceases or refuses to work with a non-union employee, or chooses to comply with the provisions of Working Rule 17, such action shall not be deemed a violation of this Agreement, and no employee shall be disciplined or discharged by reason of such action.

ARTICLE 12

SUB-CONTRACTOR CLAUSE

The Employer agrees that he will not subcontract any work which is covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable, except to a contractor bound by the terms of this Agreement, or to another Agreement with the Council.

ARTICLE 13

HIRING PROCEDURES

The Contractor agrees to require membership in the Union as a condition of continued employment of all employees covered by this Agreement on the 8th day following the beginning of such employment, or the effective date of this Agreement, whichever is later. All employees must also remain a member in good standing of the Union as a condition of their continued employment.

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

ARTICLE 14

SETTLEMENT OF DISPUTES

(a) In the interest of uninterrupted progress on any and all work covered by this Agreement, the parties hereby agree that there shall be no lockout on the part of any Employer, and there shall be no strikes or stoppage of work called by the Union or any of the subordinate bodies pending investigation of any dispute. It is agreed that neither the Union nor the Association shall be subject to any liability for damages because of the action of any individual Employer or any member of the Union.

(b) Should any dispute or grievance arise under any of the terms of this Agreement, the Employer or his representative and the Council's representative shall meet promptly to resolve the dispute. If the parties do not succeed in resolving such dispute or grievance, notice shall be given promptly to the Association and to the Council Executive Secretary-Treasurer. Upon receipt of such notice, the Association and the Council Executive Secretary-Treasurer shall each immediately designate a representative and notify the other party of the representative's name and address. The representatives appointed shall contact each other, and make arrangements for a meeting to be held within five days, or at any mutually agreeable date and place for the purpose of resolving the issues involved.

The Council or the Association, whichever decides that there shall be further action on the dispute, shall notify the other in writing by certified mail of its intention to submit the dispute to arbitration and shall, simultaneously, file with the American Arbitration Association a written demand for arbitration of said dispute, whereupon an arbitrator shall be appointed in accordance with the then prevailing rules of the Labor Arbitration Tribunal of said American Arbitration Association, except that if the parties hereto fail to agree upon any persons named in the first list submitted by the Association

to the parties, or if those named in said list decline or are unable to act, and if for any reason the appointment cannot be made from such first submitted list, said Association shall send a second list of names of persons chosen from the Association's Panels, and thereafter proceed in accordance with its rules aforesaid. The arbitrator thus appointed shall hold hearings as promptly as possible and shall render his award in writing and such award shall be final and binding upon the Council and the Association and upon their respective principals or members. The arbitrators' fees and expenses and the fees of the American Arbitration Association shall be shared equally by the Association and the Council.

Notwithstanding the above, if the Arbitrator sustains the grievance and determines that the Respondent's conduct in violation of the Agreement or in opposition to the arbitration constituted an act of bad faith, or if the Arbitrator denies the grievance and determines that the prosecution of the grievance constituted an act of bad faith, the Arbitrator may, in its discretion, award to the prevailing party all or a portion of its attorneys fees and direct arbitration expenses. Furthermore, should the Arbitrator direct a financial remedy, such remedy shall commence to run from the date the Arbitration is filed and shall bear an interest rate from that date to the date of payment equal to six percent per year, compounded monthly from the date the Arbitration is filed to the date that payment is made.

(c) Anything to the contrary hereinbefore contained notwithstanding, the Council may elect not to follow the procedure for settlement of disputes set forth in Sections (a) and (b) of this Article 14 in respect of claims or disputes arising out of alleged failure by an Employer or other employer to comply with any of the provisions of Article 16 hereof, or Article 17 hereof, or of Article 5 hereof, or Articles 18, 19, 22, 26, and 28.

(d) Irrespective of whether the Council exercises the election granted to it by Section (c) of this Article 14 the Council may, in the event of a claim or dispute such as mentioned in said Section (c), treat as a breach of this Agreement the alleged failure by an Employer to comply with any of the provisions of Article 16, or of Article 17, or of Article 5, Article 18, Article 19, Article 22, Article 26 or Article 28 and instead by reason of such failure persuades or directs employees covered by this Agreement not to accept employment by, or to cease, rendering any further service to such Employer or other employers, then the delinquent Employer, or other delinquent employer, shall be obligated to pay the wages and the fringe benefit contributions of such employee or employees who cease to render any further service to such delinquent Employer or other delinquent employer, until such time as the delinquent reports and/or payments, if due, have been made. In no event shall such wages or fringe benefit contributions be paid to those employees who were not employed at the time of such refusal to render further service. Such persuasion or direction by the Council to the employees, and the cessation of work, or the refusal to accept employment, by the employees shall not be deemed to be a violation of Section (a) of this Article 14.

ARTICLE 15

COUNCIL'S BUSINESS REPRESENTATIVES

Business Representatives of the Council shall have access to any and all jobs where employees to whom this Agreement is applicable are working.

ARTICLE 16**HEALTH AND WELFARE FUND;
INDUSTRY ADVANCEMENT PROGRAM**

The Employer agrees to be bound by the terms of the Industry-wide Agreements covering Commercial, Industrial and Institutional work, which establish and provide for payments to Fringe Benefit and Industry Advancement Program ("IAP") Funds as set forth in EXHIBIT "E", and agrees to any increases when they are negotiated.

Section 1. The Employer shall, on or before the tenth day following the end of each payroll Week, pay to Mellon Bank or to such other corporate fiduciary as shall be from time to time mutually agreed upon by the Association and Council (any of which is hereinafter referred to as the "Depository" or "Trustee"), a sum as specified in Section 2 for each hour (whether regular time or overtime) for which wages or any type of compensation payable (under this Agreement) are payable during such payroll week to any employee, as the term employee is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked".

Section 2. Except as may otherwise be provided pursuant to the terms of this Agreement, the Health and Welfare payment rates for each hour worked are:

- (a) \$8.60 per hour worked for the period May 1, 2006 to April 30, 2007.
- (b) May 1, 2007 to April 30, 2008 To Be Determined
- (c) May 1, 2008 to April 30, 2009 To Be Determined

Section 3. (A). A trust heretofore established and known as "Carpenters Health and Welfare Fund of Philadelphia and

Vicinity" shall continue to provide (out of the monies paid into said Fund and out of the income from the investment of said monies), for the sole and exclusive benefit (1) of employees and their dependents, and (2) of the "Participants", as hereinafter defined, and their dependents, such of the following benefits and services as the Council may from time to time, subject to the conditions set forth in the Agreement and Declaration of Trust, determine: Medical care, hospital care, compensation for injuries or illness, death benefits, vacation benefits, disability and sickness benefits, accident benefits, and any like benefits, and insurance to provide any or all of the foregoing benefits and services.

(B). The Carpenters' Health and Welfare Fund of Philadelphia and Vicinity shall be administered and maintained pursuant to a Memorandum of Understanding attached hereto and incorporated herein as "Exhibit F."

Section 4. The Industry Advancement Program shall be established and maintained pursuant to a memorandum of understanding attached hereto and incorporated herein as "Exhibit G".

ARTICLE 17

PENSION AND ANNUITY PLAN AND EXCESS BENEFIT FUND

Section 1. The Employer shall, on or before the tenth day following the end of each Payroll Week, pay to Mellon Bank, or to such other corporate fiduciary as shall be from time to time mutually agreed upon by the Association and Council, (is hereinafter referred to as the "Depository" or "Trustee") a sum as specified in Section 2 for each hour worked for a Pension and Annuity contribution. For purposes of this Section, "hour worked" shall mean each hour (whether regular time or overtime) for which wages or any type of compensation

required under this Agreement is payable during such Payroll Week to any employee, as the term "employee" is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked."

The Annuity portion of the contribution will be earmarked to individual accounts.

Section 2. Except as may otherwise be provided pursuant to the terms of this Agreement, the Pension/ Annuity payment rates for each hour worked are:

- (a) \$7.79 per hour worked for the period May 1, 2006 to April 30, 2007.
- (b) May 1, 2007 to April 30, 2008 To Be Determined
- (b) May 1, 2008 to April 30, 2009 To Be Determined

Section 3. (A). A trust to be known as "Carpenters Pension and Annuity Fund of Philadelphia and Vicinity" (referred to hereinafter as the "Pension Fund") shall be established and maintained for the purpose of providing (out of the monies paid into said Fund and out of the income from the investment of said monies) such program of pension or annuity benefits for the sole and exclusive benefit of employees and other "Participants" mentioned in the Agreement and Declaration of Trust hereinafter mentioned, as the Council may from time to time determine in conformity with limitations contained in said Agreement and Declaration of Trust.

(B). The Agreement and Declaration of Trust created for the purpose of establishing and administering the Pension Fund shall provide that no compulsory retirement may be required; shall contain, inter alia, provisions identical (except in that they shall refer to the Pension Fund) with clauses (1) through (9) of Section 3 (b) of Article 16 (as contained in the Memorandum

of Understanding attached as Schedule "F") and shall, in all other respects, be as nearly identical as possible with the provisions of the Agreement and Declaration of Trust creating the Carpenters Health and Welfare Fund of Philadelphia and Vicinity.

ARTICLE 18

WORK DUES AND JOBS RECOVERY DUES CHECK-OFFS

Section 1 – Work Dues and Job Recovery Dues

Each Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions, a work dues check-off of a percentage amount of the gross wages (as certified by the Council) to be deducted from the net wages, (including regular time and overtime), for which wages or any compensation are paid by the Employer to said employees.

In addition to the work dues the Employer shall also deduct from the wages of each Employee covered by this Agreement a sum as certified by the Council for each hour worked under this Agreement as *Jobs Recovery Dues*. Said dues shall be remitted to the Council simultaneous with, and in the same manner as, the dues otherwise described in this Article and shall be subject to the provisions of this Agreement dealing with the delinquent payment of monies, including dues payable to the Council, by the Employer.

Section 2 – Work Dues and Job Recovery Dues

Each such Employer shall, within ten days after the end of each Payroll Week, transmit to the Depository, as provided in Article 16, Section 1 hereof, amounts deducted during such

Payroll Week pursuant to Section 1 of this Article 18, together with the Employer's report of said deductions, which report shall be on the same form as is used by the Employer for reporting payments due by the Employer as contributions made pursuant to Articles 5, 16, 17, 22, 26, and Article 28 hereof.

Section 3 – Union Security

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

Section 4 – Union Security

(a) Each employee who, on the date of the execution of this Agreement, is a member of the Council or of any Local Union on whose behalf the Council is entering into this Agreement, shall, as a condition of employment, remain a member in good standing of the Council and of such Local Union for the life of this Agreement, irrespective of the Employer by whom he may be employed at any time during such period; any employee who, at the time of the execution of this Agreement, is not a member of the Council or any such Local Union and any person or employee who is hired by any Employer and to whom this Agreement for the first time becomes applicable after the date of the execution of this Agreement, shall, as a condition of employment, not later than the eighth (8th) day following his hiring, or the eighth (8th) day following the execution of this Agreement, whichever is the later, become and thereafter during the life of this Agreement remain a member in good standing of the Council and of one of such Local Unions, irrespective of the Employer by whom he may be employed at any time during such period; but if such employee be required to submit to a competency examination administered by the

Joint Committee, composed of an equal number of members representing the Council and the Association, the successful completion of such examination shall not be a prerequisite to continued employment of such employee, at the discretion of the individual employer; provided, however, that upon the repeal of the Labor-Management Relations Act of 1947 or upon the amendment of said Act so as to make application of and compliance with the following provision "(b)" lawful, as well as in the case of any Employer to whom at any time said Act is not applicable or over whom the National Labor Relations Board under its then obtaining policies will not take jurisdiction, the following provisions "(b)" shall be applicable and complied with in the place and stead of those of the provisions of this Section (b) preceding the word "provided":

(b) "Each Employer shall employ only members in good standing of the Council and of one of the Local Unions on whose behalf the Council is entering into this Agreement to perform work within the Jurisdiction of the Council and of the United Brotherhood of Carpenters and Joiners of America. In the event the Council shall be unable to furnish the number of employees required by the Employer, the Employer may employ such other persons as may be required at the same rates and under the same conditions as herein set forth, provided such applicants for employment sign an application for membership in the Council and of one of such Local Unions before they are employed, and shall be dismissed promptly upon notification from the Council that they have lost their good standing as members of the Council or of such Local Union."

ARTICLE 19

DELINQUENCY AND COLLECTION PROCEDURE

Section 1. The provisions of this Article shall apply with equal force and effect to the contributory and withholding

obligations set forth in Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund-Industry Advancement Program), Article 17 (Pension and Annuity Fund), Article 18 (Work Dues and Jobs Recovery Dues Check-offs), Article 22 (Political Action Committee), Article 26 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund) and Article 28 (Carpenters Savings Fund).

Section 2. All payments shall be remitted to the depository designated herein on Report Forms designated, as appropriate, by the Funds or Council. The Board of Trustees of the respective Funds shall have the option, in their sole discretion, to establish a procedure for the electronic payment of contributions and electronic submission of data identifying employees who worked in Covered Employment, the hours for which contributions and deductions are due and may require that all employers follow such procedures. The Board of Trustees of the respective Funds may, in their sole discretion, assess employers who fail to follow such procedures with an assessment for each month the employer fails to follow the procedure. In the event that the report accompanying any payment made to the Depository pursuant to Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund-Industry Advancement Program), Article 17 (Pension and Annuity Funds), Article 18 (Work Dues and Jobs Recovery Dues Check-offs), Article 22 (Political Action Committee), Article 26 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund) and Article 28 (Carpenters Savings Fund) of this Agreement shows that the full sum as therein required is not paid, or is not intended to be paid; then the Depository shall dispose of said payment by distributing to each party such portion of the remittance in proportion to the fraction that each such recipient's hourly remittance bears to the total hourly remittance required by this Agreement.

Section 3. To the extent that an employee has not performed Covered Employment during the reporting period, the Employer shall so advise the Funds of that fact in the time and by the method otherwise provided for the remittance of contributions herein.

Section 4 (A). Except as otherwise specifically provided herein, payments not received by the 10th day following the payroll week which the Report covers shall be considered "delinquent" for purposes of this Agreement.

(B). If the Trustees of the respective Funds, in their sole discretion, determine that an Employer has a satisfactory record of timely payments, the Trustees may notify such Employer in writing that his payments into the respective Funds will be required by the 15th day following the end of each calendar month, which shall be the "Due Date."

Section 5. Payments received by the Fund or Council later than ten (10) days after the due date shall incur and shall include a liquidated damages charge equal to ten percent (10%) of the gross amount due each Fund or Council if submitted after the due date.

Section 6. In addition to the liquidated damages charge provided for above, the alleged failure of the Employer to make payments when due or payments received later than ten (10) days after the due date shall subject the Employer to one or more of the following actions:

(A). As otherwise described in Article 14, the Council shall have the right to withhold employees covered by this Agreement until all sums due (including liquidated damages) are paid. If such action shall, in the discretion of the Council, prove necessary or desirable, the employees whose labor is thus withheld, shall be paid their wages and fringe benefits for

all time lost pending payments by the Employer as provided in Article 14.

(B). The appropriate Funds and/or Council may institute formal collection proceedings that may include the institution of legal action 30 days after the Due Date against the Employer, to secure, and if necessary, to compel payment of the monies described herein. In the event that an Employer is delinquent in the payment of contributions, the Employer shall pay (in addition to the principal sums due and the ten percent (10%) liquidated damages) interest calculated in accordance with ERISA, all costs of suit (including reimbursement for Fund administrative time) and attorneys' fees and costs, regardless of whether suit or other formal proceedings are instituted.

Section 7. The Employer shall, simultaneous with the remittance of monies described herein, transmit to said Depository, a report containing (1) the names and Social Security numbers of the persons to whom this Agreement is applicable, who have been in the employ of the Employer during such payroll week; (2) the number of hours during said payroll week for which wages or any type compensation are payable under this Agreement; and (3) such other payroll information as the Boards of Administration of the Funds herein provided for may reasonably require for the proper administration of said Funds.

Section 8. Surety Bonds.

(A). The Payments to be made and, where appropriate, monies to be withheld, as provided in Article 5 (Joint Apprentice Committee), Article 16, Section 2 (Health and Welfare Fund - Industry Advancement Program), Article 17, Section 2 (Pension and Annuity Fund); Article 18 (Work Dues and Jobs Recovery Dues Checkoffs), Article 22 (Political Action Committee), Article 26 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund),

and Article 28 (Carpenters Savings Fund) of this Agreement shall be guaranteed and secured in the following manner:

(i) Each Employer to whom this Agreement is applicable, and every other employer who is a party to another collective bargaining agreement with the Council covering the same work and jurisdiction as specified in Article 10 of this Agreement, shall furnish at his own cost and expense a bond, with a recognized and responsible corporate surety, in the face amount of \$75,000.00 guaranteeing such payments; or, in the alternative, shall furnish his own bond in the sum of \$75,000.00 guaranteeing such payments and shall deposit with the Trustee as collateral security for the faithful performance of his said bond Seventy-Five Thousand Dollars (\$75,000.00) in cash or in securities acceptable to the Trustee. The Association will monitor IFCA Members to make sure that they have proper bonding.

(ii) The Council agrees that it may include in any collective bargaining contract with an Employer for whom the Association does not act as the collective bargaining representative, if said contract covers the same work and jurisdiction as covered in Article 2 of this Agreement, provisions requiring such Employer to make the same payments to the Depository as are required by subsection (A) of this Section 8, and to guarantee or secure the faithful making of such payment by the deposit of Seventy-Five Thousand Dollars (\$75,000.00) in cash with the Trustee or by the Bond of a recognized and responsible corporate surety. In the event that any such Employer shall furnish the Bond of a corporate surety, the Association shall, out of the funds of said Industry Advancement Program, pay the premium for such Bond, provided such premium is in a reasonable amount; if such premium shall be in an amount greater than usually charged for such Bond, such Employer shall, himself, pay the difference between Six Hundred Dollars (\$600.00) and the amount of said premium, and the Association shall pay, out of

the funds of the Industry Advancement Program, Six Hundred Dollars (\$600.00) of said premium.

(B). Every Employer and every other employer who is a party to another collective bargaining agreement with the Council covering the same work and jurisdiction as specified in Article 2 of this Agreement, in the event such Employer or such other employer is required to give surety as provided in clause (ii) of subsection (A) of this Section 8, shall upon certification to him and to the Council by the Trustee, that such Employer or other employer is in default in the payments required of him by this Section 8, furnish further corporate surety to assure payments required under this Section 8 by such Employer or other employer to an amount of Seventy-Five Thousand Dollars (\$75,000.00) over and above the amount of such payments in default, or, in the alternative, shall deposit with the Trustee as collateral security for the faithful performance of his own Bond assuring said payments, a further amount in cash or in securities acceptable to the Trustee, sufficient to restore such collateral security to an amount of Seventy-Five Thousand Dollars (\$75,000.00).

Section 9. Prior to entering into any subcontract for work covered by this Agreement, the Employer will verify with the Fund that the proposed subcontractor has a signed Agreement and has posted the fringe benefit bond required under this Agreement. After the Employer has contacted the Fund, the Fund will inform the Employer in writing within 72 hours if the proposed subcontractor does not have a fringe benefit bond, and/or an Agreement. The Employer will not enter into a subcontract until the subcontractor has posted a bond and signed an Agreement. The failure of the Employer to comply with this Section 9, will require the Employer to be primarily responsible for all Wages and Fringe Benefits of a sub-contractor who does not have a Bond and/or Agreement with the Council.

The failure of the employer to comply with this Section 9, will require the Employer to be responsible for all wages and Fringe Benefits of a sub-contractor who does not have a Bond and/or Agreement with the Council.

The Employer agrees that, upon written notice from the Fund that its subcontractor is delinquent in the payment of fringe benefits on his particular project, the Union, the subcontractor, and the Employer shall meet to resolve said delinquency. In the event that satisfactory arrangements to collect the delinquency are not made, a jointly payable check in the amount of said delinquency shall be issued to the Funds by the Employer. This will not preclude the Union from exercising its rights provided in Article 14.

Section 10. Estimated payments in advance for all payments (except wages) required under this Agreement will be made by the Employer if it has failed to demonstrate in the sole and exclusive judgment of the Council, a current record of timely payments with the Funds.

Section 11. The Employer shall also, upon request of any agent or designee of the Board of Administration, permit such agent during regular business hours to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees, hours worked by employees, monies withheld from employees for taxes paid on account of employees, and all other records relevant to, and of assistance in determining the Employer's obligations hereunder to make payments to the Depository have been faithfully performed. *If such inspection and/or audit reveals the Employer failed to make such payments in full, the Employer shall be required to pay for the cost of such inspection and/or audit at the rate of Two Hundred and Fifty Dollars (\$250.00) per day as well as any additional monies provided for herein.*

The Parties hereto recognize and agree that the Council has an obligation and right to collect monies owed the Fringe Benefit Funds by the Employer and/or owed to the Council as monies withheld from wages of the employees covered by this collective bargaining agreement. Accordingly, the parties hereto agree that to the extent that the Delinquent and Collection Procedure contained in the collective bargaining agreement between the Council and the General Building Contractors Association now in effect, or hereafter modified or amended, provides greater rights, privileges or obligations to the Council than those set forth herein describing the Delinquent and Collection Procedure regarding such monies, including but not limited to the amount of the surety bond guaranteeing such obligations, such greater rights, privileges or obligations shall automatically apply to the Employer herein as if fully stated.

ARTICLE 20

CARPENTERS/ASSOCIATION JOINT COMMITTEE

There is hereby established a Carpenters/Association Joint Committee, which shall be comprised of an equal number representing the Union and the Association, for the purpose of reviewing on a quarterly basis problems confronting the industry and developing resolutions for same.

Parties agree that during the life of this contract, they will implement a Jobs Recovery Program covering the counties of Montgomery, Chester, Delaware, Bucks, Lehigh, Northampton and Carbon, in order to enable employers signatory hereto to bid jobs in those counties on a competitive basis. Monthly meetings will be held to discuss job recovery.

ARTICLE 21**LEGALITY**

Should any part of this Agreement be found illegal by a court of last resort, only such part shall be declared null and void.

ARTICLE 22**POLITICAL ACTION COMMITTEE CHECK-OFF****Section 1**

Each Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for a check-off deduction for each hour worked to the Carpenters' Political Action Committee of Philadelphia and Vicinity in such amount as certified by the Council as having been authorized by such employees.

Section 2

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

ARTICLE 23**MOST FAVORED NATION CLAUSE**

It is understood that if the Council enters into any Agreement with any Contractor or Association engaged in commercial, institutional, or industrial construction within the area designated herein, upon more favorable terms to such other Contractor or Association than are embodied in this Agreement between IFCA and the Council, then this Agreement shall be amended so as to afford to IFCA and its members the same more favorable terms; provided, however, that this clause shall not restrict the ability of the Union to agree to modifications of this Agreement with any Employer, or Employers which the Union has knowledge are bidding any project on which there is non-union competition.

This Article shall apply solely and exclusively to active members of IFCA and continued membership in IFCA is a prerequisite to its continued application. In the event that an IFCA member shall cease membership within IFCA then upon such cessation the provisions of this Article shall be null and void to that Employer with respect to previous past, present, or future adjustments.

ARTICLE 24**PRE-FIT DOORS**

Notwithstanding the provisions of Working Rule 17 (Schedule "C"), members of the Union will handle pre-fit, pre-hung doors without receiving any premium payments for handling and/or installing such doors.

ARTICLE 25**DRUG TESTING POLICY**

1. Employees or applicants for employment (hereinafter "employees") who possess "illegal drugs" on the job site, except for medication prescribed by the employee's physician or over the counter medication, and employees functionally impaired from performing their duties due to "illegal drugs" may be barred from the job site subject to the terms below. As used herein, the term "illegal drugs" means any chemical substance whose (1) manufacture, use, possession or sale is prohibited by law; and (2) any legally-dispensable controlled substance (medications available only as prescribed by a licensed physician) obtained fraudulently or used by any individual other than the person for whom prescribed.

2. An employee on the job site may be required to submit to a chemical test which demonstrates on-site impairment if a reasonable, objective basis exists to believe that the employee is impaired on the job site. A reasonable, objective basis will exist under the following circumstances:

- (a) A first hand observation is made of the employee's job performance, and documented in writing prior to any tests; and
- (b) The employee's conduct or actions indicating alleged impairment shall be observed and documented in writing by two supervisors on the job site; and
- (c) A determination is made that the employee's conduct is symptomatic of drug impairment by a physician or health care professional qualified to make such a determination following a consultation with the employee.

Persons refusing to submit, under the aforementioned circumstances, to a test which complies with the minimum procedural guidelines set forth below may be barred from the job site subject to the terms below.

3. An employee determined to be impaired from drugs on the job site, as a result of properly implemented medical tests described in this Agreement, will, on first occurrence, be offered the opportunity to enter a rehabilitation or counseling program from a list of local programs provided by the Council from which the employee may choose. If the employee enters such a program, his status as an employee will not be affected and he will be allowed continued access to the site under the conditions established by the program.

4. For purposes of this Agreement, being "impaired from illegal drugs" means the chemical tests results demonstrate on-site functional impairment in accordance with the consensus of the scientific community and at metabolic levels accepted by the scientific community which show or infer functional impairment.

5. The affected employee shall be advised of positive results by the Employer's medical personnel and have the opportunity for explanation and discussion prior to the reporting of results to the Employer, if feasible. The affected employee shall have the right to have his/her sample independently retested by a laboratory of his/her choice at his/her expense within 48 hours, excluding Saturdays and Sundays. If the independent retest indicates that the specimen does not contain levels of substance in violation of the standards set forth herein, the employee shall be put back to work immediately with reimbursement of the tests, costs and full back pay and benefits.

6. Employees taking prescription medication which according to their physician has physical or medical side effects

which could cause impairment on the job site should report the medication to the Employer's authorized medical personnel for the site. This information shall remain strictly confidential between the employee and the medical personnel. The medical personnel shall in turn disclose any possible limitations on the employee's abilities to the Employer, who after conferring with the Council shall make reasonable accommodations for those limitations. The medical personnel shall adhere to the American Occupational Medical Association's Code of ethical conduct for Physicians Providing Occupational Medical Services (adopted by the Board of Directors of AOMA on July 23, 1976) and to the AOMA Drug Screening in the Work Place Ethical Guidelines (adopted by the Board of Directors of AOMA on July 25, 1986).

7. Any information regarding the test results will be held in strictest confidence by the Employer. Neither the Employer nor any of its medical personnel, supervisors or other personnel shall disclose any information regarding the fact of testing or the results of testing of any employee to the Owner or to any other employer or employee.

8. The rules and requirements contained in this Agreement shall apply to management and supervisory personnel to the same extent as other employees.

9. No employee shall be required to sign any waiver limiting liability of employer, owner/client, testing lab or any person involved in the chain of custody of the specimen nor any consent abrogating any provision of this Agreement.

10. The Council is not responsible for ascertaining or monitoring the drug-free status of any employee or applicant for employment.

11. The Employer shall provide training to all management, security and supervisory personnel who have responsibility for

the oversight of employee activities or work performance, in the recognition of impairment from drugs and work place materials or substances that may cause physical harm or illness.

Such training will include the observation, documentation and reporting skills necessary for compliance with this Policy, and procedures and methods for work place substance evaluations and analysis.

12. All employees, upon hire, shall receive instruction in, and a copy of the policies and rules applicable to their employment and work assignments prior to access to the project.

13. The Employer shall establish and implement a program that assures that all managers, supervisors and employees are instructed in any changes in the existing procedures and methods.

14. Subject to the restrictions on medical tests contained in the Agreement, bodily fluids such as blood and urine samples shall be handled in the following manner:

- (a) Collection shall be by a physician or health care professional. Specimen containers shall be labeled with a number and the donor's signature and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a Council representative if the employee chooses.
- (b) The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee - and that of a Council representative if the employee chooses - and the employee shall initial the proper line on the log entry.

-
- (c) The volume of such sample shall be such that sufficient amounts will remain for both confirmation tests and independent testing.
 - (d) Samples shall be stored in a scientifically acceptable manner.
 - (e) All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.
 - (f) Confirmation tests by an alternative scientific method must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for thirty (30) days - unless the employee or the Council requests an extension of time.
 - (g) Results shall be communicated in writing to the employer's medical personnel within seventy-two (72) hours. The laboratory may only report drug concentrations if the appropriate test indicates that the specimen contains levels of substances) in violation of the standards established by this Agreement. Information on test results and the fact of testing shall be communicated only to those who must know the information in order to ensure safety and enforce the Agreement's rules. Copies of all documents - including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms - shall be delivered to the donor.
 - (h) On the day that the sample is taken, the Employer may send the employee home for the remainder of the day,

but shall arrange transportation at its expense and not allow the employee to drive home.

ARTICLE 26

NATIONAL APPRENTICESHIP AND HEALTH AND SAFETY FUND AND EDUCATION AND DEVELOPMENT FUND

Section 1. The Employer shall, on or before the tenth day following the end of each payroll week, pay to Mellon Bank or to such other corporate fiduciary as shall be from time to time mutually agreed upon by the Association and Council (any of which is hereinafter referred to as the "Depository" or "Trustee"), a sum as specified in Section 2 for each hour (whether regular time or overtime) for which wages or any type of compensation payable (under this Agreement) are payable during such payroll week to any employee, as the term employee is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked."

Section 2. Except as may otherwise be provided pursuant to the terms of this Agreement, the National Apprenticeship and Health and Safety and Education and Development Fund payment rates for each hour worked are:

- (a) \$.06 per hour worked for the period May 1, 2006 to April 30, 2007;
- (b) \$.06 per hour worked for the period May 1, 2007 to April 30, 2008;
- (c) \$.06 per hour worked for the period May 1, 2008 to April 30, 2009;

ARTICLE 27**PRE-JOB CONFERENCE**

On jobs in excess of \$300,000, either party shall have the right to request a pre-job conference. If requested, the parties agree that the pre-job conference will be mandatory.

ARTICLE 28**CARPENTERS SAVINGS FUND**

Section 1. The Employer shall, on or before the tenth day following the end of each Payroll Week, pay to Melton Bank, or to such other corporate fiduciary as shall be from time to time mutually agreed upon by the Association and Council (any of which is hereinafter referred to as the "Depository" or "Trustee"), a sum as specified in Section 2 for each hour worked for a Savings Fund contribution. For purposes of this Section, "hour worked" shall mean each hour (whether regular time or overtime) for which wages or any type of compensation required under this Agreement is payable during such Payroll Week to any employee, as the term "employee" is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked."

Section 2. Except as may otherwise be provided pursuant to the terms of this Agreement, the Savings Fund payment rates for each hour worked are:

- (a) \$1.00 per hour worked for the period May 1, 2006 to April 30, 2007;
- (b) \$1.00 per hour worked for the period May 1, 2007 to April 30, 2008;
- (c) \$1.00 per hour worked for the period May 1, 2008 to April 30, 2009;

Section 3. A trust to be known as "Carpenters Savings Fund of Philadelphia and Vicinity" (referred to hereinafter as the "Savings Fund") shall be established and maintained for the purpose of providing (out of the monies paid into said fund and out of the income from the investment of said monies) such program of savings benefits for the sole and exclusive benefit of employees and other Participants mentioned in the Agreement and Declaration of Trust hereinafter mentioned, as the Council may from time to time determine in conformity with limitations contained in said Agreement and Declaration of Trust.

SCHEDULE "A"

Members of the Interior Finish Contractors Association of Delaware Valley.

SCHEDULE "B"

This Schedule consists of the Standards of Apprenticeship for the Carpenters' Trade formulated by the Carpenters Joint Apprenticeship Committee.

SCHEDULE "C" WORKING RULES

RULE 3

The same employees shall not work more than one (1) shift.

No employee shall be allowed to work for more than one (1) Employer at any one time.

RULE 4

Where overtime is necessary after the men working on the job have been placed (on overtime on that job), additional men required must be taken from the ranks of the unemployed. No employees shall be permitted to work overtime for any

Employer unless permission has been granted by the Regional Council.

SHOP STEWARD

RULE 7

The first Union man on a job or in a shop shall act as Steward. No employee in the capacity of foreman shall act as Steward. Business Representative shall appoint a Shop Steward. In no case shall a Steward be discharged from any job or shop because he acted as Steward, and should a Steward be discharged (because of his activities as Steward), the Business Representative shall order all employees to cease work on said job or shop, and in no case shall an employee be permitted to return to work until the Steward is reinstated, and no discrimination shall be permitted.

It shall be the responsibility of the Employer to report all job starts to the Council in writing as soon as possible prior to the start of the job, but not less than 48 hours prior to the start of the job, on the proper Job Start Information Sheet provided by the Council, and all information will be provided in its entirety. If any Employer violates this provision or is found to be intentionally cheating or cheating in collusion with his employees, then the Union shall place a Steward on all of that Employer's jobs for the remaining term of this Agreement.

RULE 9

Should a Business Representative find a shop or job where there is no Steward, he shall appoint a Steward.

RULE 10

Subject to the provisions of Article 13 all Foremen of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America in this District. When three

(3) or more carpenters are employed on a job, one of them shall be a Foreman. Any Foreman starting an employee to work must direct said employee to the Steward for examination of his working card before starting to work.

No Foreman shall rush, drive, or accept rebates or gifts, or use abusive language, or allow any act or deed of an employee to influence him in retaining said employee in employment, or require an employee to have his tools on the job before being hired.

RULE 12

All disputes on jobs must be adjusted by the officials of the Union (with the official representatives of the Employer), subject to the approval of the Regional Council, and under no circumstances shall employees stop work until ordered to do so by the officials of the Carpenters Union.

RULE 17

No member of this Council will handle material coming from a mill where cutting out and fitting has been done for butts, locks, letter plates, or hardware of any description, nor any doors or transoms which have been fitted prior to being furnished on the job, including base, chair rail, or picture molding which has been previously fitted. This section to exempt partition work furnished in sections, and is not applicable to metal doors and transoms.

RULE 18

Any employee working under the rate shall not be allowed to work for the same Employer for one (1) year.

RULE 19

It shall be the duty of the Steward to take charge of the tools of any employee who is taken sick or meets with an accident while at work; he shall notify the office of the Regional Council. This shall be done on Employer's time and he (the Steward) shall see that the sick or injured employee is properly taken care of.

RULE 20

The Employer shall provide suitable drinking water in an acceptable container with sanitary individual cups, and provide ice water when the temperature rises above 65 degrees, and a sanitary toilet, where toilet is not provided by the General Contractor. Any violation of this rule will be sufficient cause for Carpenters to be taken off the job.

RULE 23

No employee shall move his tools from one job to another, while working for the same Employer, on his own time.

RULE 27

No employee shall (be permitted or requested by the Employer to) take a personally owned electrically operated tool to any job.

RULE 28

When men are sent from the office of the Regional Council to a job to work, and are not put to work by Contractor or Employer who applied to the office for the men, that Contractor or Employer shall be required to pay carpenters sent, four (4) hours' pay.

RULE 29

Any employee seeking work and not put to work shall be strictly forbidden to loiter about the premises of the job more than one (1) hour. Any employee reporting for work and if not put to work due to inclement weather, shall be strictly forbidden to loiter about the premises of the job more than one (1) hour after starting time.

SCHEDULE "D"
CARPENTER APPRENTICE WAGE RATES
PHILADELPHIA COUNTY

Six Month Periods	% of Journeyman Carpenters' Wage Rate	<u>Hourly Rates</u>		
		<u>5-1-06</u>	<u>5-1-07</u>	<u>5-1-08</u>
1st Period	40%	\$13.50		
2nd Period	46%	15.53		
3rd Period	52%	17.55	TO	
4th Period	58%	19.58	BE	
5th Period	64%	21.60	DETERMINED	
6th Period	72%	24.30		
7th Period	80%	27.00		
8th Period	88%	29.70		

**CARPENTER APPRENTICE WAGE RATES
BUCKS, CHESTER, DELAWARE, MONTGOMERY
COUNTIES**

Six Month Periods	% of Journeyman Carpenters' Wage Rate	<u>Hourly Rates</u>		
		<u>5-1-06</u>	<u>5-1-07</u>	<u>5-1-08</u>
1st Period	40%	\$13.06		
2nd Period	46%	15.02		
3rd Period	52%	16.98	TO	
4th Period	58%	18.94	BE	
5th Period	64%	20.90	DETERMINED	
6th Period	72%	23.51		
7th Period	80%	26.12		
8th Period	88%	28.74		

Plus Welfare, Pension, Annuity and/or Savings Fund, Industry Advancement and Apprentice contributions, Political Action Fund Check-Off, Work Dues and Jobs Recovery Dues Check-Offs; and the National Apprenticeship and Health and Safety Fund, and Education and Development Fund, contribution are paid in the same amounts as Journeymen and are based on the number of hours for which wages or compensation are payable.

Effective 5/1/06 all new Apprentices indentured after May 1, 2006 shall receive pension contributions equal to \$1.00 per hour.

Effective 5/1/07 all Apprentices shall receive pension contributions equal to \$2.00 per hour.

Effective 5/1/08 all Apprentices shall receive pension contributions equal to 50% of the Journeyman pension contribution.

For all Apprentices-indentured after April 30, 1994, the Annuity and/or Savings contribution shall be:

	<u>Hourly Rates</u>		
	<u>5-1-06</u>	<u>5-1-07</u>	<u>5-1-08</u>
1st Year-	\$0.75		TO
2nd Year-	1.75		BE
3rd Year-	2.75		DETERMINED
4th Year-	3.75		

EXHIBIT "E"
WAGE-FRINGE SCHEDULE

	<u>Effective Dates</u>		
	<u>5-1-06</u>	<u>5-1-07</u>	<u>5-1-08</u>
Journeyman Rate (Phila.)	\$33.75		
Foreman's Rate (Phila.)	38.82		
Journeyman Rate (4 County)	32.65		TO
Foreman's Rate (4 County)	37.55		BE
Health & Welfare	8.60		DETERMINED
Pension / Annuity	7.79		
Savings	1.00		
Apprenticeship	.45		
National Apprenticeship and Health and Safety and Education and Development	.06		
Industry Advancement Program	.20		
Total Fringes	\$18.10		

CHECK-OFFS

3 % of Gross Wages for the Work Dues assessment and the sums as certified by the Council for each hour worked for Jobs

Recovery Dues Check-Off and Political Action Committee Fund Check-Off are deducted from the Net Wages of each Employee.

EXHIBIT "F"

The Carpenters' Health and Welfare Fund of Philadelphia and Vicinity shall be administered and maintained pursuant to a memorandum of understanding attached hereto and incorporated herein as "Exhibit F".

EXHIBIT "G"

The Industry Advancement Program shall be established and maintained pursuant to a memorandum of understanding attached hereto and incorporated herein as "Exhibit G".

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized representatives the day and year first above written.

**INTERIOR FINISH CONTRACTORS
ASSOCIATION
OF DELAWARE VALLEY**

BY: ANTHONY IANNUCCI, President

**METROPOLITAN REGIONAL COUNCIL
OF PHILADELPHIA AND VICINITY
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

BY: EDWARD CORYELL,
Executive Secretary-Treasurer/Business Manager

BY: LARRY DUNN, President

EXHIBIT "H"
ACCEPTANCE OF AGREEMENT
NON-ASSOCIATION EMPLOYER'S ACCEPTANCE
OF THE AGREEMENT

between the

INTERIOR FINISH CONTRACTORS ASSOCIATION
OF DELAWARE VALLEY

and the

METROPOLITAN REGIONAL COUNCIL
of PHILADELPHIA and VICINITY
UNITED BROTHERHOOD of CARPENTERS
and JOINERS of AMERICA

The undersigned Employer approves, ratifies, and agrees to be legally bound by all the provisions of the foregoing Agreement made by the Interior Finish Contractors Association of Delaware Valley and the Metropolitan Regional Council of Philadelphia and Vicinity United Brotherhood of Carpenters and Joiners of America.

FIRM: _____

ADDRESS: _____

_____ ZIP: _____

PHONE: _____

SIGNATURE FOR COMPANY:

_____ DATE: _____

(Officer, Owner, or Partner)

PRINT NAME OF ABOVE: _____

TITLE: _____

SIGNATURE FOR UNION:

_____ DATE: _____

(Executive Secretary-Treasurer)

Brotherhood's General Trade Jurisdiction

The broad, evolving trade autonomy of the United Brotherhood of Carpenters and Joiners of America includes at its core, but is not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials, as well as the handling, cleaning, erecting, installing, repair, renovation, maintenance, and dismantling of all machinery, equipment and all materials used by members of the United Brotherhood.

Our claim of jurisdiction, therefore, covers all kinds of work being performed by members of the United Brotherhood and includes but is not limited to the following classifications: Carpenters and Joiners; Millwrights; Pile Drivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timber Workers and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Mill and Factory Workers; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers, Siders; Insulators; Acoustic and Dry Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers, Railroad Carpenters and Car Builders; Show, Display and Exhibition Workers; and Lathers, regardless of material used; also Public Sector Workers, Health Care Workers, Tile, Marble and Terrazzo Industry Workers and Aerospace Workers; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing material on any of the above divisions or sub-divisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade; the erection and placement of all materials used in lathing procedures; and all work with and on robotics, included but not limited to rigging, handling, installing, maintaining, programming, and use of all stationary and/or portable robots, this includes the use of all robots used in any industry, including the nuclear field. When the terms "carpenter(s)" or "carpenter(s) and joiner(s)" are used, it shall mean all the divisions and sub-divisions of the trade.

IMPORTANT PHONE NUMBERS

REGIONAL COUNCIL

215-569-1634

FAX 215-569-0263

HEALTH AND WELFARE

PENSION & ANNUITY FUND

215-568-0430 FAX 215-496-0173

FLOOR COVERING L.U. 1823

215-569-3044

FAX 215-569-0263

LATHERS L.U. 53-L

215-569-1634

FAX 215-569-0263

APPRENTICE COMMITTEE

215-824-2300

FAX 215-824-2313

**INTERIOR FINISH CONTRACTORS
ASSOCIATION OF DELAWARE VALLEY**

610-225-1050

FAX 610-225-1052