

K 8870
4,000 workers

37 pgs.



CONTRACT

JIC 1540
NAICS 23332

by and between

**Greater Pennsylvania Regional
Council of Carpenters
of the
United Brotherhood of
Carpenters and Joiners of America**

and the

**Keystone Contractors'
Association, Inc.**

June 1, 2002 to May 31, 2007



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CONTRACT

PREAMBLE

This Contract entered into this 1st day of June 2002 by and between the **KEYSTONE CONTRACTORS' ASSOCIATION INC.**, (acting as collective bargaining representative for those Employers becoming signatory hereto and not for itself but, for purpose of convenience, herein called the "Employer", which become signatory hereto) and the **GREATER PENNSYLVANIA REGIONAL COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**, herein called the "Union", on behalf of:

District #4: Local Union 1419: Cambria County, Indiana County and Somerset County.

District #5: Local Unions 900 and 1333: Blair County, Centre County and Clearfield County.

District #5A: Cameron County, Clinton County and Potter County.

District #6: Local Union 616: Bedford County, Franklin County, Fulton County, Huntingdon County and Mifflin County.

District #7: Local Union 947: Clarion County, Elk County, Forest County and Jefferson County.

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this agreement shall establish rates of pay and other terms and conditions of employment as set forth herein and promote stable relations, cooperation, harmony and goodwill between the Employer, its employees and the Union. To insure and define trade autonomy as set forth in the International Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America, adjust grievances and disputes which may from time to time arise between the Employer and Employees engaged in construction work; to avoid strikes, lock-outs and delays in construction, making building costs as low, stable and certain as possible, consistent with fair wage rates, for the advancement of Labor and Management in skill and productivity in the Construction Industry.

For any breach of this Agreement, the liability of the Employer shall be several, not joint, and the liability of the Keystone Contractors' Association, Inc., shall be only that of the negotiating agent without liability for the acts of those who have authorized it to bargain on their behalf or those who become signatory hereto.

No liability shall arise on the part of the Employer or the Union by reason of any unauthorized act by any Employee or Employer respectively unless and until such unauthorized act is brought to the attention of the Employer or the Union and that party is given a reasonable opportunity to correct said act or ratify same.

RECOGNITION

The Keystone Contractors' Association recognizes the Greater Pennsylvania Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America as the exclusive representative, for the purpose of collective bargaining, with respect to rates of pay, wages, monetary items, hours of employment and other conditions of employment, of all employees in the bargaining unit described in this Agreement. There shall be no discrimination, interference, restraint or coercion by the Employer or its agents against any employee because of engagement in or lawful activity (not inconsistent with the Agreement) on behalf of the Union. This Agreement shall apply to all employees of Employers who are engaged in "carpentry" as that term is generally defined in the Construction Industry (as outlined by the Greater Pennsylvania Regional Council of Carpenters Constitution and By-Laws; as defined in the trade autonomy as set forth in the United Brotherhood of Carpenters and Joiners of America) and to the extent of work as outlined in this Contract.

ARTICLE I

Term of Contract

Section 1. The term of this Contract shall be from June 1, 2002 to and including May 31, 2007.

Section 2. Should the Employer or the Union desire to change or terminate this Contract on May 31, 2007, notification by the party requesting the same must be submitted in writing to the other party not less than sixty (60) days prior to May 31, 2007, otherwise this contract shall continue in full force and effect until May 31, 2008 and annually thereafter in the absence of such notification.

ARTICLE II.

Declaration of Principles

Section 1. The Employer and the Union hereby adopt the following principles as an absolute basis for this Contract:

- (a) There shall be no limitation as to the amount of work a person shall perform during his working day.
- (b) There shall be no restriction of the use of any machinery or tools (welding torch, etc., is considered a tool of the Trade) when furnished by the Employer.
- (c) No unauthorized person shall have the right to interfere with working people during working hours.

(d) The use of apprentices shall be encouraged.

(e) The foreman shall be selected by, and be the agent of the Employer and shall be responsible for having this Contract carried out in full. All foremen must be members of Local Unions affiliated with the Greater Pennsylvania Regional Council of Carpenters.

(f) Workers shall be at liberty to work for whomsoever they see fit, but they shall demand and receive the wages and all monetary items agreed upon by both parties hereto.

(g) Subject to the exceptions and restrictions set forth in this Contract, the Employer has the right to hire employees and direct them in their working activities. Employees can be discharged for just cause only and shall not be discriminated against because of sex, age, race, color, religion, creed, national origin, and/or Union activities.

(h) The parties hereto agree to comply with Title VII of the Civil Rights Act of 1964 and all other applicable Federal and State Laws pertaining to non-discriminatory practices in employment.

ARTICLE III.

Working Hours, Overtime, Shifts and Holidays

Section 1. The normal workday shall be eight (8) hours between the hours of 8:00 A.M. to 12:00 Noon and from 12:30 P.M. to 4:30 P.M. Monday through Friday inclusive. The Employer may schedule all employees for the work day of eight (8) hours from 7:00 A.M. until 11:00 A.M. and from 11:30 A.M. until 3:30 P.M. or from 7:30 A.M. to 11:30 A.M. and from 12:00 Noon to 4:00 P.M. without incurring any premium pay penalty or overtime pay.

Work schedules changing the normal starting and quitting time shall be for cause and with the consent of the Executive Secretary Treasurer or authorized Representative of the Union. Any Employee scheduled to work prior to the scheduled starting time and after eight (8) hours shall be paid the overtime rate of wage as specified herein. Any change from the normal workday shall be on a job basis or for a minimum of five (5) days.

Section 2. **OVERTIME PREMIUM PAY.** In an effort to encourage greater employment, the Employer shall make every reasonable effort to avert scheduled overtime by utilizing shifts or hiring additional Employees. However, should it be necessary to work overtime, the following shall prevail:

During the normal work week, Monday through Friday, any employee scheduled to work after the normal scheduled eight (8) hours work day (including the lunch period if worked), shall be paid one and one-half (1-1/2) times the regular rate of wages as specified in the Appendix. Saturdays will be paid at the rate of time and one-half (1-1/2).

All work performed on Sunday and for all work performed on the following legal Holidays, or such days observed as Holidays, shall be paid at the rate of double the regular rate of wages. The recognized Holidays are New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day. Should a Holiday fall on a Sunday, it shall be observed on the following Monday. Should a Holiday fall on Saturday, it shall be observed on the preceding Friday. There shall be no work performed on General Election Day if the Greater Pennsylvania Regional Council of Carpenters issues a no-work order.

Section 3. It is agreed that if eight (8) hours or more time is lost during the work week due to inclement weather, the Employees may work on Saturday as a make-up day at the regular straight time rate of wages. The Employer agrees no punitive action shall be taken against any carpenter employee who may be unable to work the make-up day for any reason. The Executive Secretary Treasurer of the Greater Pennsylvania Regional Council of Carpenters or the Representative of the area must be notified of any make-up days. This provision shall remain in effect for one (1) year and may be extended providing there are no serious violations of this Section. The Association and the Union shall meet at the end of one (1) year to review the implementation of this Section.

Section 4. When two (2) or more shifts are necessary on the same operation, the first shift shall work eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. and receive the regular straight time rate of wage. The second shift shall work eight (8) hours and receive the regular straight time rate of wage; the third shift shall work seven (7) hours for eight (8) hours of pay at twenty-five cents (\$.25) above the straight time rate. Any work done in excess of eight (8) hours on 2nd shift or seven (7) hours on 3rd shift shall be construed as overtime and paid for at the proper overtime rate of wages. The second and/or third shifts shall work Friday nights in order to complete a full five (5) day week. Any and all shift work done on Saturdays, Sundays and Holidays or days observed as such, shall be paid for at the appropriate overtime wage rate.

When two ten (10) or twelve (12) hour shifts are necessary and being worked, then time shall be split so that both shifts shall receive the same wage. The appropriate overtime rate of wages shall be paid for the balance of the hours worked. One-half (1/2) hour for lunch without pay shall be observed after each five (5) hours worked.

A shift shall not be recognized as such unless it consists of two (2) or more carpenters, one of whom shall be designated as foreman and shall work no less than three (3) consecutive nights, Saturdays, Sundays and Holidays excepted, otherwise double time shall be paid.

Section 5. The Employer may schedule either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days to constitute a normal forty

(40) hour work week, with a written permit from the Greater Pennsylvania Regional Council of Carpenters or a telephone call to the Representative of the area.

When four (4) ten (10) hour days are scheduled, and time is lost due to inclement weather, Friday may be utilized as a make-up day. If an Employer desires to use make-up time on a Saturday because of inclement weather on Friday, it must obtain the express consent of the Greater Pennsylvania Regional Council of Carpenters.

Section 6. The Employer agrees they will secure written permits from the Union for all Saturday, Sunday and Holiday and Shift work, and also to inform by telephone or in person, the said Union of intentions to work overtime during the first five (5) days of the week, namely Monday through Friday.

It is further agreed all overtime work shall be pro-rated among those on the job, who are qualified, and that the job steward shall be included among those working overtime.

Section 7. When carpenters are regularly employed and report for work, or when carpenters are hired and bring their tools on the job, they shall receive a full day's pay. The above shall not apply under conditions which the Employer has no control.

Section 8. Employees working under this Contract shall not be transferred by the Employer from one job to another for the performance of overtime work without the consent of the Greater Pennsylvania Regional Council of Carpenters. Employees working on an overtime job will not be replaced by employees from another job for overtime work, unless the overtime work requires special skills that cannot be performed efficiently by employees working on any shift.

Special arrangements may be made to accommodate the working hours with respect to delivery service and/or emergencies.

ARTICLE IV.

Foreman Regulations and Travel Allowance

Section 1. Journeyman Carpenters engaged in commercial and industrial construction work in Bedford, Blair, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Forest, Franklin, Fulton, Huntingdon, Indiana, Jefferson, Mifflin, Potter and Somerset Counties shall be paid as is set forth in the Appendix. All foremen must be members of a Local Union affiliated with the Greater Pennsylvania Regional Council of Carpenters.

On each job covered by this contract, there shall be a carpenter foreman who may be placed on the job by the Employer. In the event an additional carpenter is required on any job, the Union Representative shall have the right to refer for placement on that job, the second individual and appoint him the job steward.

When three (3) or more carpenters are employed, the designated foreman shall be paid on a straight time forty (40) hour week basis, at not less than Fifty (\$50.00) dollars per week, over and above the Journeymen Carpenters rate for

a full forty (40) hour week including Holiday, if same should fall during the work week.

Wages for foremen shall be as is set forth in the Appendix of this Contract, and are for a full forty (40) hour week basis, including Holiday, if same should fall during the work week. The foreman shall be paid the appropriate overtime wage rates when working.

When three (3) or more foremen are employed, one shall be designated as general foreman and shall be paid on a straight time forty (40) hour week basis at not less than Eighty (\$80.00) Dollars per week, over and above the journeymen carpenters rate for a full forty (40) hour week including Holiday, if same should fall in the work week, and shall receive overtime if worked. Wages for general foreman for a forty (40) hour week shall be paid as stipulated in the Appendix.

The employees working through their regular lunch period shall be granted sufficient time to eat their lunch.

The use of any instrument or tool, including transit and level, for layout work incidental to the Trade, shall be the work of the Carpenters. This to include layout men and party chief (to be paid at the foreman rate), instrument man (to be paid at the journeyman carpenter rate), rodman and/or chainman (to be paid at the appropriate apprentice rate).

Section 2. Wage rates for journeymen shall apply to layout men and/or crews, scaffold builders, material handlers, and/or other work coming under the jurisdiction of the Carpenters unless otherwise specified herein.

Section 3. Should the Union desire to allocate the wage increases to fringe benefits, it shall have the right to do so upon thirty (30) days written notice to the Employer requesting the allocation take effect upon a specified date and in a specified manner.

Section 4. The official starting date for all apprentices shall be June 1st of any given year. Wages for apprentices shall be as is set forth in the Appendix of this Contract.

The Employer shall give seven (7) calendar days notice to the Greater Pennsylvania Regional Council of Carpenters or their Representative prior to the laying off of any apprentice(s), whenever possible. In cases of emergency, or extenuating circumstances, permission to the contrary may be given by the Greater Pennsylvania Regional Council of Carpenters Office.

All apprentices shall be instructed in Red Cross Training and OSHA Regulations.

When two (2) journeymen carpenters are employed on a job or in the Greater Pennsylvania Regional Council of Carpenters area, the third (3rd) person to be employed shall be an apprentice, if available. An additional apprentice shall be employed for each additional three (3) carpenters. Each apprentice shall work with and be under the supervision of a journeyman carpenter at all times. The ratio of apprentices to journeymen will be determined by a job basis or contractor basis

based on a yearly average employment within the Greater Pennsylvania Regional Council of Carpenters area. Based on economical and working conditions, this ratio may be changed for the employment of apprentices and shall be at the discretion of the responsible Union member of the Carpenters' Joint Apprenticeship and Training Committee.

Apprentices shall be indentured to the Carpenters' Joint Apprenticeship and Training Committee, with the understanding that the Employer will provide reasonable and varied types of work, whenever possible, throughout the indenture period.

Conditions and rules governing apprentices shall be those adopted by the Carpenters' Joint Apprenticeship and Training Committee and a copy is incorporated by reference in this Contract and made a part hereof.

ACCIDENT AND HAZARD PAY

It is agreed and understood that construction work is generally hazardous. It is the intent of both parties that every effort is made to protect the well-being of all employees. The Employer agrees they shall assign adequate personnel to maintain safety compliance. The Employers agree they shall be responsible for the health and safety of their employees on the job.

All provisions of the Occupational Safety, Health and Accident Law and the Pennsylvania State Safety Laws shall be strictly adhered and complied with. The employees agree to utilize approved safety equipment provided by the Employer. The employee may be dismissed for failure to do so. The employee shall have the right to refuse to perform work in the areas where the full OSHA Standards and Pennsylvania Safety Laws are not adhered and maintained.

Employees working on preparatory work to conform to all provisions of the Occupational Safety, Health and Accident Law and the Pennsylvania State Safety Laws and OSHA Standards, the nature as described in paragraphs (a) and (b) below shall be paid fifty (\$.50) cents per hour over and above the rate of pay as specified in this Contract.

(a) Preparatory work, which shall include but not be limited to preparations for safety, weather protection, work on swinging or hanging scaffolds, bosun chairs, stagings and ladders, which are performed twenty-five (25) feet or more above grade or other safe horizontal plane below to conform in strict accordance with the Pennsylvania State Safety Regulations and OSHA Standards.

(b) Work performed ten (10) feet below grade, in caissons, tunnels, sumps, trenches, ditches and excavated areas for retaining walls and other structures so that banks can be braced in strict accordance with Pennsylvania State Safety Regulations and OSHA Standards.

The Employer shall furnish proof to the Union that he has properly provided for the employee under the Pennsylvania State Unemployment Compensation Law and the Pennsylvania Workers' State Compensation Laws.

Any carpenter injured on a job-incurred accident during the shift and requiring emergency treatment by a physician or hospitalization shall receive pay for a full shift. However, if the injured carpenter is released to return to work and does not return to work, then he shall receive pay only for the actual time worked.

Should the employee be required to visit the Employer's designated doctor during a regular work day, the employee shall be paid for the time necessary for such visits.

If the injured employee is employed by a contractor other than with whom the accident occurred, he shall not be paid for any time for treatments, other than the Compensation Laws or the Insurance Laws allow.

WELDERS

Employees covered by this Contract shall perform all burning and welding operations for work coming under the jurisdiction of the Carpenters. The Employer shall furnish all necessary clothing and protective equipment necessary for welding, including a proper welding hood, jacket and gloves. When a carpenter is performing welding or burning operations, another carpenter or carpenter apprentice shall assist and act as a safety man when required by Federal and State Safety Regulations.

IRRITANT OR TOXIC MATERIALS

Section 5. Those handling creosoted materials or other materials which have been treated with other preservatives which are irritating to the skin shall be paid a premium rate of fifty (\$.50) cents per hour over and above their regular wage rate.

In areas where work must be performed where the atmosphere may contain toxic or corrosive fumes which may damage or may cause the clothing and tools of the workers to deteriorate rapidly, the Employer agrees either to replace those articles involved or reimburse those articles involved the cost thereof.

Section 6. TRAVEL ALLOWANCE

(a) When an Employee is moved during the day from one job to another, the Employer shall pay the Employee, effective June 1, 2002, a travel allowance of thirty (\$.30) cents per mile plus parking.

(b) When an Employee is required to travel distances in excess of fifty-five (55) miles from the Local Union in which he holds membership, the Employer shall pay the employee thirty-two (\$.32) cents per mile for all mileage in excess of a total of fifty-five (55) miles both ways. The mileage allowance shall not apply if the Employer furnishes the employee transportation.

In the event two (2) carpenter Employees are driving together, the Employer shall pay the travel allowance to the driver. For the purpose of determining this Travel Allowance, there shall be a limit of two (2) carpenter Employees per car.

(c) On out-of-town jobs which require the Employee to spend the night in the area of the job location, additional out-of-town living expenses will be paid at the rate of fifty (\$50.00) dollars per day for actual days spent away from home.

(d) Travel allowance, as well as the overnight allowance, will not become or be part of the employee's Gross Pay and shall be paid as an expense in excess of gross wages and shall be noted on the pay stubs separately.

ARTICLE V.

Jurisdiction

The Employer and the Union recognize jurisdiction as a serious problem in the Construction Industry.

In an attempt to assure continuation of work on all projects, in the event of a jurisdictional dispute, the Employer agrees to abide by any agreement between the disputing parties at a local level. Those parties failing to reach an agreement, the Employer will abide by any agreement reached between the International Representatives. Should the International Representatives fail to reach an agreement, the Employer will assign the disputed work based on agreements of record, between the contesting unions, or based on agreements recognized by the Building Trades Department. If there are no agreements of record, the Employer will assign the work based on area practices.

The Union agrees not to institute work stoppages due to jurisdictional disputes. The Employer recognizes the work jurisdiction as listed in Article V as being the work of the Carpenters and will assign work in accordance with Article V.

The Employer insures and defines trade autonomy as set forth in the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America. The Carpenter employees governed by this Contract shall perform, but shall not be limited to, the work that is historically performed by Carpenters. The Employer further agrees that he shall accept and abide by the written recognized agreements of the Greater Pennsylvania Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America with other Building Trades' Unions. The Employer agrees that on projects covered by this Contract, work assignments by the Employer and his sub-contractors shall be governed by this Work Jurisdictional Section.

Joint Jurisdictional Arbitration Committee

Should any dispute arise regarding jurisdiction or proper assignment, it may be referred to the Joint Jurisdictional Arbitration Committee, consisting of the Executive Director of the Keystone Contractors' Association, or his designated representative, and the Executive Secretary Treasurer of the Greater Pennsylvania Regional Council of Carpenters, or his designated representative, for settlement. The parties shall meet within forty-eight (48) hours to review the grievance. Among other

factors, the parties shall also use the Jurisdictional Clause of this Agreement as a basis for their efforts to arrive at a settlement, and the International Agreements of the United Brotherhood of Carpenters and Joiners of America.

Should the two (2) parties be unable to come to an agreement, either party may refer the dispute to an arbiter from the Federal Mediation and Conciliation Service. The arbiter must be mutually acceptable to both parties. The decision of the Committee or the selected arbiter shall be binding on all parties.

CONCRETE FORMS

The fabrication and refabrication of all concrete forms and the dismantling when they are to be reused again shall be performed by the Carpenters. When power rigging is used in the setting or dismantling of forms and the necessary false work, all handling, rigging and signaling shall be done by the Carpenters. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, etc., and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to concrete forms and/or embedded materials for machinery is the work of the Carpenters. Framing in connection with the setting of bulkheads; fabrication of screeds and stakes for concrete floors and forms for concrete articles are the work of the Carpenters. The handling of lumber, fabricated forms and form hardware shall be from the adjacent stockpile. The building and moving of all scaffolding for runways and staging is the work of the Carpenters. The cutting or framing of openings for pipes, conduits, ducts, etc., when they pass through floors, partitions or forms shall be performed by the Carpenters.

During the pouring of concrete in structural forms, it is mutually agreed that the Employer shall assign an employee(s) to observe the stability of forms. Such employee(s) shall be a qualified Carpenter(s). This shall only apply to structural floors, beams, columns, retaining walls six (6) feet in height or over, etc. When such concrete is poured before, during and after regular working hours, a Carpenter shall remain on the job to perform his regular work and be available in case forms need adjustment.

When setting up pre-cast concrete units, the Carpenters shall perform all rigging, setting, aligning and hand signaling necessary for the operation.

WALLS AND PARTITIONS

Excluding masonry and plaster, all work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, or connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, fire-blocking, resilient channels, furring channels, doors and windows including frames, casing, moulding, base, accessory trim items, gypsum drywall materials, the making and installing of

all backing for fixtures and welding of studs or other fastenings to receive materials being applied by Carpenters, laminated gypsum systems backing board, finish board, fire-proofing of beams and columns, fire-proofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes and all other necessary or related work in connection therewith, shall be performed by employees covered by this Contract.

The Employer recognizes and acknowledges that all drywall work and all drywall components mentioned above, interior or exterior, or utilizing these components mentioned (studs, gypsum board or insulation) such as in Cota, Drivit or similar systems, is the jurisdiction of the Greater Pennsylvania Regional Council of Carpenters and that such work is the work of the Carpenters.

The erection of exterior metal studs shall be performed by the carpenter employees of the Employer. The installation of windows attached to metal studs and erected by the Carpenters, shall be performed by the Carpenter employees.

The installation of rockwool, cork, fiberglass, styrofoam, and other insulation material used for sound or weatherproofing. The renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking substitutes and all other caulking in connection with carpenter work.

The installation of chalkboards, cork or tack boards.

The unloading, handling and erection of porcelain enameled panels and aluminum siding shall be performed by the Carpenters.

The unloading, handling and erection of elevated floors (floating floors) is the work of the Carpenters.

The unloading, handling, and erection and power rigging in connection with laminated wood arches, trusses and decks is the work of the Carpenters.

All power rigging and signaling of Carpenter materials shall be performed by the Carpenters.

The operation and maintenance of small air compressors, generators, electric or gasoline power motors for the operation of woodworking machinery shall be the work of the Carpenters operating the machinery.

LATHERS (412-922-6200)

All work normally and historically performed by the Lathers shall be performed by Lather Carpenter members of the Greater Pennsylvania Regional Council of Carpenters. The terms and conditions of this Contract shall prevail in the Counties covered by this Agreement.

DOORS

Carpenter Employees shall unload, distribute and install all pre-finished wooden doors, hollow metal doors, whether steel, aluminum or plastic. The Carpenters shall install all hollow metal jambs and hardware on doors whether

they be interior or exterior. All hollow metal doors on institutional, detention facilities and jails shall be erected by the Carpenters.

ROOFING

Wood shingles, cedar shakes, asphalt shingles, aluminum shingles, roll shingles and the underlayment is the work of the Carpenters.

The erection of tectum type plank, gyp type planking, concrete type planking, fibreboard or similar materials shall be installed by the Carpenters.

RETAIL STORES

The unloading, handling, distribution and erection of all store fixtures, display cases, shelving and displays are the work of the Carpenters.

WINTER PROTECTION

The fabrication and erection of frames, enclosures of buildings or scaffoldings, the draping of tarps, visqueen, or similar coverings, when secured by nailing, bolting or clamps shall be the work of the Carpenters.

The handling and setting up of Kelley Type Enclosures shall be the work of the Carpenters.

RESILIENT FLOOR JURISDICTION (412-922-0977)

The term "resilient floors" shall consist of and include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in or with lino paste or glue compositions or substitute material. All metal floors which have resilient composition finish shall be the work of the Carpenters/Floor Coverers and Decorators Local Union 1759.

All necessary preparatory work; scraping, sanding, filling of holes, nailing, laying of paper or other underlayments and the spreading of pastes or any glue compositions or substitute material shall be the work of the Carpenters/Floor Coverers and Decorators Local Union 1759.

The sanding or refinishing of all wood, cork, ceramic or composition floors to be sanded or scraped, filled, sized, either by hand or power machine shall be the work of the Carpenters/Floor Coverers and Decorators Local Union 1759.

CARPETING (412-922-0977)

The term "carpeting" shall include all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying and installation of carpeting on the job or in the shop.

All sewing, binding, stretching, repairing of carpets either by hand or power machine shall be the work of the Carpenters/Floor Coverers and Decorators Local Union 1759.

SHADES AND VENETIAN BLINDS

The term "Shades and Venetian Blinds" shall include all manner of making, measuring, repairing, sizing, hanging and installation of necessary fixtures and hardware for same. Shades and Venetian blinds shall be the work of the Carpenters/Floor Coverers and Decorators Local Union 1759.

SINK TOPS AND CABINETS

The unloading, distribution and installation of all sink tops, cabinets, hoods, laboratory furniture, base and wall units, are the work of the Carpenters.

ACOUSTIC CEILINGS

The installation of all materials and component parts of all types of acoustic ceilings, regardless of their material composition or method or manner of their installation, attachment or connection, including, but not limited to the following items are the work of the Carpenters: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or method of attachment, all integrated gypsum wallboard ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or mouldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

MILLWRIGHTS (412-922-6208)

Those signatories to this Contract will abide by the Contract negotiated by the respective Independent Contractor's Association and Local Union 2235. The Contract is attached and made a part of this Contract and marked Exhibit B, and shall cover work in the following thirty-three (33) Counties in Western Pennsylvania, namely: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland.

PILE DRIVERS (412-922-8842)

Those signatories to this Contract shall abide by the Contract negotiated by the respective Independent Contractor's Association and Local Union 2235. The Contract is attached and made a part of this Contract and marked Exhibit C, and shall cover work in the following Counties in Western Pennsylvania, Ohio and West Virginia, namely: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland; and also two (2) Counties in Ohio, namely: Columbiana and Jefferson; and six (6) Counties in West Virginia, namely: Hancock, Brooke, Ohio, Marshall, Wetzel and Monongalia.

ARTICLE VI.

Greater Pennsylvania Carpenters' Medical Plan

Section 1. During the term of this Contract and any renewal or extension thereof, the Employer shall pay into the Greater Pennsylvania Carpenters' Medical Plan, on all hours worked, the applicable portion of wage rate payments to the said Fund as specified in the Appendix of this Contract and shall remit said monies to the designated collection agent in the method and manner provided for in Article X, entitled Consolidated Report and Check.

Payments shall be made not later than the last day of the month following the month for which payments are being made.

Section 2. All of the terms and provisions of the Agreement and Declaration of Trust creating the Fund are hereby accepted by the parties hereto, and copies of said Agreements and Declarations of Trust are incorporated by reference to this Contract and made a part hereof and marked Exhibit D.

Section 3. The weekly pay receipt of each employee shall indicate the number of hours for which payments are made or the percentage of gross wages, whichever is applicable, for which contributions are made.

Section 4. Effective June 1, 2002, the Employer shall pay the negotiated amount of each employee into the Greater Pennsylvania Carpenters' Medical Plan in the manner as set forth in Article X of this Contract.

Section 5. If an Employer shall fail to remit payments to the Fund when the same shall be due and payable, he shall be considered delinquent and in breach of this Contract and he shall be obligated to pay as per the Trust Agreement.

Section 6. The Employer shall also pay all Court costs and reasonable attorney's fees in the event suit is instituted to collect delinquent payments.

ARTICLE VII.

Greater Pennsylvania Carpenters' Pension Fund

Section 1. During the term of this Contract and any renewal or extension thereof, the Employer shall pay on all hours worked into the Greater Pennsylvania Carpenters' Pension Fund, the applicable portion of wage rate payments to the said Fund as specified in the Appendix of this Contract and shall remit said monies to the designated collection agent in the method and manner provided for in Article X, entitled Consolidated Report and Check.

Payments shall be made not later than the last day of the month following the month for which payments are being made.

Section 2. All of the terms and provisions of the Agreement and Declaration of Trust creating the Fund are hereby accepted by the parties hereto, and copies of said Agreements and Declarations of Trust are incorporated by reference to this Agreement and made a part hereof and marked Exhibit E.

Section 3. The weekly pay receipt of each employee shall indicate the number of hours for which payments are made or the percentage of gross wages, whichever is applicable, for which contributions are made.

Section 4. Effective June 1, 2002, the Employer shall pay the negotiated amount for each employee's gross wages into the Greater Pennsylvania Carpenters' Pension Fund in the manner as set forth in Article X of this Contract.

Section 5. If an Employer shall fail to remit payments to the Fund when the same shall be due and payable, he shall be considered delinquent and in breach of this Contract and he shall be obligated to pay as per the Trust Agreement.

Section 6. The Employer shall pay interest and late charges and also pay all Court costs and reasonable attorney's fees in the event suit is instituted to collect delinquent payments.

ARTICLE VIII.

Greater Pennsylvania Carpenters' Annuity and Savings Fund

The Employer shall pay the negotiated percentage or amount of each employee(s) gross wages for all hours worked as set forth in the Appendix to the Greater Pennsylvania Carpenters' Annuity and Savings Fund beginning June 1, 2002.

The method of payments by the Employer shall be made in accordance with Article X of this Contract entitled Consolidated Report and Check.

The terms and conditions of the Trust Fund Agreement are incorporated herein by reference and made a part of this Contract.

ARTICLE IX.

Greater Pennsylvania Carpenters' Industry Advancement Fund

Section 1. Effective June 1, 2002 and continuing thereafter during the term of this Contract or any renewal or extension thereof, the Employer shall pay, on all hours worked, a sum equal to one and fifty-five tenths (1.55%) per cent of the gross wages of each Employee to the Greater Pennsylvania Carpenters' Industry Advancement Fund of the Keystone Contractors' Association, in accordance with the hourly wage rates as set forth in the Appendix of this Contract.

All Employer payments to the Greater Pennsylvania Carpenters' Industry Advancement Fund shall be remitted to the collection agent for the Industry Advancement Fund in the manner and method provided for under Article X, entitled Consolidated Report and Check.

Section 2. The monies collected by the collection agent for the Greater Pennsylvania Carpenters' Industry Advancement Fund shall be paid over to the Keystone Contractors' Association Industry Fund, and the Custodian of the Fund shall deposit said monies in a separate bank account for the purposes hereinafter set forth.

Section 3. The Greater Pennsylvania Carpenters' Industry Advancement Fund of the Keystone Contractors' Association will be used by its Custodian for the following purposes: Promoting the common good by carrying on activities

which may include, but not be restricted to, the promotion of safety, market development, the protection of legitimate markets, standardization of contracts, public relations, labor relations, education, Apprenticeship and Advanced Training Programs, research and the provisions of means and methods whereby the general contractors may avail themselves of combined efforts in securing for themselves and their workers just and honorable dealings with the public whom they serve.

Section 4. The Greater Pennsylvania Carpenters' Industry Advancement Fund shall not be used either directly or indirectly for lobbying in support of anti-labor legislation, to subsidize contractors during a period of work stoppages or strikes, to pay the cost of litigation before a court or administrative body against the Union or any of its affiliated Locals.

Section 5. The establishment of this program is subject to all applicable Federal and State Laws.

Section 6. Any provision of this Article which is in conflict with any valid Federal or State Law shall be amended by the parties to this Contract to comply therewith. All other provisions of this Article shall not be rendered invalid and shall remain in full force and effect.

Section 7. As part of the administration of the Greater Pennsylvania Carpenters' Industry Advancement Fund, there shall be an annual audit of the Greater Pennsylvania Carpenters' Industry Advancement Fund, a statement of the results of which shall be furnished the Greater Pennsylvania Regional Council of Carpenters for the fiscal year January 1, 2002 to December 31, 2002 and annually thereafter.

ARTICLE X.

Consolidated Report and Check

Section 1. In order to facilitate bookkeeping procedures for the Employer, a consolidated monthly report form for the Medical, Pension, Annuity & Savings, Dues and Industry Advancement Fund shall be furnished the Employer. The consolidated report form, with the check or checks for these various Funds, shall be submitted monthly and be made payable to the PNC Carpenters Contribution Trust Account, or other depository as stipulated by the Union. The consolidated report form shall be submitted prior to the last day of the month following the month for which the report is made. The stipulated depository shall act as distribution agent for the Employer in distributing the Employer's contributions to the respective Funds and the checked-off dues to the Greater Pennsylvania Regional Council of Carpenters and shall forward to each Fund and the Greater Pennsylvania Regional Council of Carpenters, along with the monies due that Fund or the Greater Pennsylvania Regional Council of Carpenters, a copy of that portion of the consolidated report form applicable to that Fund or the Council. The Employer shall file a report monthly even though the report may be a negative one. When the Employer leaves the area, one negative report shall be filed.

Section 2. During the term of this Agreement, the Employer shall remit to the collection agent the percentage of gross wages, or the amount of each employee covered by this Contract as specified in the Appendix.

Section 3. If an Employer shall fail to remit payments to the Fund when the same shall be due and payable, he shall be considered delinquent and in breach of this Contract and he shall be obligated to pay as per the Trust Agreement.

Section 4. The Employer shall also pay all Court costs and reasonable attorney's fees in the event suit is instituted to collect delinquent payments.

ARTICLE XI.

Carpenters' Joint Apprenticeship and Training Program

The Carpenters' Joint Apprenticeship and Training Program is jointly administered and operated for the training of individuals for the journeyman's Carpenter Trade. The rules and regulations of the Apprenticeship Program are set forth in a separate agreement which is to become a part of and attached hereto and marked Exhibit F.

In order to finance this educational program for Carpenters, twenty-six (26%) per cent of all monies collected by way of Employer contributions, on and after June 1, 2002 to the Carpenters' Industry Advancement Fund of Greater Pennsylvania, shall be remitted to the Carpenters' Joint Apprenticeship and Training Program and allocated at least quarterly to the Jointly Administered Fund.

ARTICLE XII.

Carpenters' Joint Advanced Training Program (Keystone Division)

The Carpenters' Joint Advanced Training Program is established for the purpose of training journeymen Carpenters in specialized fields such as: welding, blueprinting, estimating and related subjects, and to aid in the continued training of journeymen Carpenters. Said monies shall be used for expense in trade schools, colleges and universities, selected and approved by the Carpenters' Joint Training Committee.

In order to finance this educational program for Carpenters, twenty (20%) per cent of all monies collected by way of Employer contributions, on and after June 1, 2002 to the Carpenters' Industry Advancement Fund of Greater Pennsylvania, shall be remitted to the Carpenters' Joint Apprenticeship Program and allocated at least quarterly to the Jointly Administered Fund.

ARTICLE XIII.

Union Security Clause and Check-Off

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Contract who are members of the Union in good standing on the execution date of this Contract shall remain members in good

standing and those who are not members on the execution date of this Contract shall, on or after the eighth (8th) day following the execution date of this Contract, become and remain members in good standing in the Union.

Section 2. It shall also be a condition of employment that all employees covered by this Contract and hired on or after its execution date shall on or after the eighth (8th) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 3. Commencing June 1, 2002 and continuing thereafter during the term of this Contract or any renewal or extension thereof, upon written authorization, the Employer shall deduct from the pay of each employee the authorized amount of gross wages as Working Dues. When a change of dues deduction occurs, at least thirty (30) days notification will be given the Employer.

All monies deducted as Working Dues by the Employer shall be remitted to the collection agent in the manner and method provided for in Article X, entitled Consolidated Report and Check.

Section 4. The Union shall furnish the Employer, who shall make available, the authorization check-off cards to the Employees for signature. Each Employee shall sign two (2) authorization cards, one of which shall be retained by the Employer and the second of which shall be mailed directly to the Greater Pennsylvania Regional Council of Carpenters at its office address.

Section 5. The Union agrees that no members of the Union will be referred to any Employers not having a collective bargaining agreement covering wages, hours and working conditions of his Employees with the Greater Pennsylvania Regional Council of Carpenters. Further, as it is the intent of both the Employer and the Union to provide greater work opportunities for the Employees, the Union will not interfere when employers have subcontracted to non-union Employers, work not classified as coming under the jurisdiction of the Carpentry Trade or any branch of the Carpentry Trade, unless by mutual agreement certain Crafts have entered into a reciprocal agreement wherein both Crafts recognize the need of closer cooperation and have agreed that neither Craft will work on any job where non-union journeymen and apprentices of the other Crafts are employed.

Section 6. The Employer shall have the right to transfer or assign employees to their other projects.

Section 7. When new employees are needed, the Employer shall give first consideration to hiring the unemployed carpenters who are members of the Local Union in the District where the project is being constructed. The Districts are listed in the Preamble. At least half of the Employees employed on a project shall be members of the District in which the job is being performed. Any Employees sent by the Council Representative shall be considered a local member.

Section 8. In the event the Union fails to furnish carpenters within forty-eight (48) hours, the Employer may secure employees from other sources. The Employer shall have the right to request or select journeymen Carpenters from the unemployed whom they consider qualified and satisfactory to perform the necessary work.

ARTICLE XIV.

Carpenters' of Greater Pennsylvania Training/ Legislative Program

Section 1. The Employer agrees to deduct two (\$.02) cents per hour paid from the wages of the carpenter employees. This money shall be designated as an employee deduction and made payable to the PNC Carpenters' Contribution Trust Account.

Section 2. The Carpenters' Combined Funds shall allocate the two (\$.02) cents per hour deducted from the employee's pay, to the Carpenters' Apprentice and Training Fund.

Section 3. If the employee, by written authorization, so authorizes the aforesaid two (\$.02) cents per hour deduction, these monies shall be paid to the Carpenters' of Greater Pennsylvania Training/Legislative Program. The written authorization card shall be maintained by the Administrator of the Carpenters' Combined Funds.

Section 4. The Administrator of the Carpenters' Combined Funds shall maintain copies of all authorization cards and shall transfer the two (\$.02) cents per hour deducted from the employee's pay either to the Carpenters' Apprentice and Journeyman Training Fund, or into the Carpenters' of Greater Pennsylvania Training/Legislative Program Fund.

ARTICLE XV.

UBC International Health and Safety Fund

Section 1. The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC International Health and Safety Fund and two (\$.02) cents per hour paid to the UBC Apprentice Fund and two (\$.02) cents per hour paid to the UBC Labor-Management Education Development Fund. These monies shall be designated as an Employer contribution and made payable to the PNC Carpenters' Contribution Trust Account to be distributed to the UBC International Health and Safety Fund and UBC Apprentice Fund and UBC Labor-Management Education Development Fund.

ARTICLE XVI.

Grievance and Arbitration Clause

Section 1. In the interest of maintaining harmonious labor relations and with the objective of resolving differences that arise between the parties hereto, in an orderly and expeditious manner, the Employer and the Union agree to the following grievance and arbitration provisions:

(a) Disputes which are clearly covered by the Contract shall be submitted by way of grievance and processed through the steps listed below in Paragraph D with the exception of those disputes specifically reserving the right to take corrective action.

(b) On disputes over which there is a question with respect to arbitrability, the Courts and not arbitrators shall decide the question of arbitrability in the first instance.

(c) Disputes concerning (1) nonpayment of wages, (2) nonpayment of fringe benefits, (3) job conditions, (4) safety, are not subject to the grievance and arbitration provision of this Contract and the Union expressly reserves the right to strike over these specified areas of dispute.

(d) On all other disputes which arise between the parties under the Contract, the following procedure shall be followed:

(1) The job foreman and the Union steward shall discuss the grievance and render a decision within two (2) hours from the time said grievance is brought to their attention; if no agreement or understanding is reached in settling the grievance, then the second step shall be:

(2) The Union Representative in charge and the job superintendent or his assistant shall meet on the grievance and render a decision within forty-eight (48) hours from the time of the decision of the job foreman and the Union steward. If no agreement is reached, the Union Representative and the Employer's designated representative shall meet within twenty-four (24) hours in an effort to resolve the dispute. If no agreement is reached in settling the grievance, then the Executive Director of the Keystone Contractors' Association or his designated representative, and the Executive Secretary Treasurer of the Greater Pennsylvania Regional Council of Carpenters or his designated representative shall meet and render a decision on the grievance within forty-eight (48) hours from the time of the decision of the job superintendent or his assistant, and the Representative of the Union.

(3) Upon failure to resolve the dispute under steps (1) and (2) above, the dispute shall be submitted to arbitration within five (5) days from the date of the decision under step (1).

Each party shall submit a request to the Federal Mediation and Conciliation Service, Washington, D.C., for a panel of arbitrators, the rules and regulations of the Service shall apply and be binding on the parties hereto.

Each party shall pay one-half (1/2) of the cost of arbitration. The arbitrator shall render his decision within thirty (30) days from the date of the close of the hearing. The arbitrator shall not have the authority or power to issue any form of injunctive relief in its decision making process. The arbitrator shall not have authority in its decision and award to alter, modify or change the express terms and conditions of this Contract.

ARTICLE XVII. *Jurisdiction and Venue*

Both parties to this Contract hereby agree that any and all action or causes of action, legal, equitable or otherwise that arises under this Contract shall be instituted and maintained in the County of Allegheny, Commonwealth of

Pennsylvania or in the United States District Court for the Western District of Pennsylvania in Pittsburgh.

The defense of improper or lack of venue shall not be raised by either party to this Contract. Should any Employer have its place of business outside of Allegheny County, it agrees that deputized service at the last known address given to the Union shall be proper service upon the Employer.

ARTICLE XVIII.

Employer Authorization for Release of Records

The Employer authorizes the Greater Pennsylvania Regional Council of Carpenters or its authorized agent, to obtain necessary payroll records and reports filed by the Employer with the Internal Revenue Service of the United States or with the Pennsylvania Unemployment Compensation Bureau, for the purpose of ascertaining what payments are due and owing in the various Funds mentioned in this Contract.

Notice of this article upon the Internal Revenue Service or Pennsylvania Unemployment Compensation Bureau shall constitute proper authorization upon those respective agencies to release the information requested.

The Employer further authorizes the Greater Pennsylvania Regional Council of Carpenters or its designated agent, to obtain any and all information from their payroll accounts for the specific purpose of determining if the wage rates as specified in this Contract are being adhered to.

Delinquencies

In the event the Employer is delinquent in paying any contribution or other monies to the Funds, the Employer shall be obligated to pay to the Funds, in addition to the principal amounts required by this Agreement, the following:

- (a) Interest of one and one-quarter (1-1/4%) per cent per month on the total principal amount due; and
- (b) Liquidated damages of fifteen (15%) per cent on the total principal amount due. Such damages to be distributed one-half (1/2) to the Carpenters' Apprentice Training Fund, and one-half (1/2) to the Carpenters' Journeyman Training Fund.

ARTICLE XIX.

Bonding Provisions

Any Employer may be required to post a cash bond or other form of security to cover wages and/or monetary fringe benefits under this Contract.

The amount and the form of the bond posted and the surety posting time shall be subject to the approval of the Union. The Union specifically reserves the right to decide when the bond shall be posted and the amount of the bond to be posted, based on the previous delinquency records of the Employer, or those Employers having no experience in the Funds.

The Union, at its discretion, may require the Employer or the Sub-Contractor to pay the fringe benefits weekly and/or post a minimum bond of Twenty Thousand (\$20,000.00) Dollars.

ARTICLE XX.

Union Representatives and Placement

Section 1. The Union's Representative shall have access to all jobs over which the Employer exercises control of entry.

Section 2. On each job covered by this Contract, there shall be a carpenter foreman who may be placed on the job by the Employer. In the event an additional carpenter is required on any job, the Union Representative shall have the right to refer for placement on that job, the second individual and appoint him the job steward. If the Employer rejects the Union's first choice of steward, the Union will refer a second choice. If the Employer is still in disagreement with the steward, the matter shall be decided by the Greater Pennsylvania Regional Council of Carpenters and the Keystone Contractors' Association. If the Greater Pennsylvania Regional Council of Carpenters and the Keystone Contractors' Association cannot reach an agreement, the matter will go to arbitration. The cost of arbitration will be shared fifty percent (50%) by the Greater Pennsylvania Regional Council of Carpenters and fifty percent (50%) by the Keystone Contractors' Association. The Employee designated as the job steward shall be a qualified journeyman and must fully perform his duties as directed. The Employer may place the third carpenter; the Union the fourth and fifth carpenters; the Employer the sixth carpenter, and alternately thereafter.

Section 3. Under no circumstances shall a Union steward be laid off, dismissed, transferred or have his job classification changed for any reason without first consulting the Union, and then only for good and just cause shall the Employer dismiss a Union steward. The Union steward shall be the last person to be laid off, and the first journeyman called back on the restarting of jobs. Absolutely no Carpenter work shall be performed in the absence of the steward unless the steward is absent from work because of illness, injury or other legitimate reasons.

Section 4. It is further agreed the job steward will be notified by an authorized agent or representative of the Employer in all instances involving layoff of Employees, regardless of a temporary or permanent nature, at least three (3) hours before the scheduled or designated time for layoff. The steward shall then inform the Employees designated for layoff of the Employer's decision at least two (2) hours before the time of the layoff so those Employees affected may gather and sharpen their tools before leaving the job and shall be paid in cash at least one-half (1/2) hour before the usual scheduled quitting time.

Any and all conditions granted to stewards of other crafts shall be granted equally to the Carpenters' stewards.

ARTICLE XXI.

Pay Period

All employees shall be paid weekly in United States Currency before 4:30 P.M. Friday on the job or be paid waiting time until paid off. Not more than three (3) working days' pay may be withheld. If an employee quits on his own accord, he shall wait until the next regular pay day to be paid.

The pay stubs must be so issued that the employee may retain said stub for his permanent record and must clearly list the following:

- Contractor's name and address
- Employee's name and/or Social Security Number
- Date issued
- Period worked
- Hours worked
- Gross wages
- Itemized deductions
- Net pay
- Travel and overnight allowance

The Employer agrees to issue receipts for withholding of privilege tax, wage tax or other deductions not authorized in writing by the employee.

ARTICLE XXII.

Unaffiliated Contractors

Section 1. It is understood and agreed that associate members of the Keystone Contractors' Association, Inc., who have authorized the Association to bargain on their behalf, or have allocated their bargaining rights to the Association, shall be considered signatory and entitled to all benefits, privileges and full responsibilities of this Contract.

Section 2. Any General Contractor not affiliated with the Keystone Contractors' Association, Inc., may assume the benefits herein by joining the Association.

Section 3. The Union shall be notified of any new or associate members of the Association.

ARTICLE XXIII.

Subcontracting

The Employer agrees to preserve bargaining unit work and to maintain the integrity of the collective bargaining relationship. The Employer further agrees that he will perform the general carpentry work within the scope of his contracts, with his own carpentry employees.

The Employer and the Union further agree to the following:

(a) On any job sites where members of the Union are employed by the Employer, the Employer agrees any subcontractor performing work on said job site within the jurisdiction of the Carpenters' Union, will pay to its employees **wages and fringe benefits** equal to or higher than those contained in this Agreement.

(b) When, due to extreme conditions, it shall become necessary to consider the sub-contracting out of work, the Employer shall notify the Union of its intent to do so.

(c) The Union shall be given an opportunity to discuss such sub-contracting with the Employer.

(d) If the Union and the Employer are unable to resolve this matter, the Employer may sub-contract the work, but only if such action will not result in the loss of employment to employees otherwise covered by this Agreement.

ARTICLE XXIV.

Pre-Job Conference

It is further agreed that the Employer and their Sub-Contractors shall have freedom of choice in the purchase of materials, supplies and equipment except that every reasonable effort shall be made by the aforesaid to refrain from the use of materials, supplies, and equipment which use will tend to cause any discord or disturbances on the job.

For the specific purpose of maintaining and furthering the general well-being of the Building Construction Industry and those directly engaged therein, namely the Employer and Employee, it is agreed that representatives of each shall meet in quarterly session, or more often if found necessary, for the discussion and resolution of problems that may arise. In conjunction therewith, the Employer shall notify the Greater Pennsylvania Regional Council of Carpenters and/or responsible agent, promptly on securing a job and before starting work for the purpose of scheduling a pre-job conference to assure amicable relations and avert tribulations.

The Employer shall furnish to the Union a list of all subcontractors when requested.

ARTICLE XXV.

Safety Measures

Section 1. Employers covered by this Contract agree to enforce reasonable precautionary measures to protect the safety and general well-being of their employees in compliance with Federal, State and Local Safety Laws, so the hazards of construction be at least maintained at a minimum. The Employer shall abide by all regulations of the Nuclear Regulatory Commission.

Section 2. **RADIATION EXPOSURE.** All State and Federal Laws and Regulations governing radiation exposure shall be applicable under this Contract.

The Employer agrees to make available to the Employee and the Local Union, records of film badge exposure, which records shall provide a running total of each Employee's radiation exposure weekly. The Employer is responsible for assuring and providing accurate personnel dose monitoring equipment and procedures, including the film badge determinations.

If an employee reaches his maximum exposure in any one quarter, he shall be offered employment in a cold or non-radiation or non-contaminated area for the balance of such quarter or the duration of the job, whichever is longer.

If an employee receives his maximum radiation exposure as set down by State and Federal Regulations per quarter and he loses employment for this reason, the work lost or time lost for the duration of said job will be reimbursed, providing said employee cannot gain employment elsewhere, this to be determined by the Local Union.

The Employer is responsible for proper scheduling of radiation exposure for each and every employee to comply with State and Federal Regulations in each work assignment and shall provide all personnel and equipment, including health physics technicians necessary to control the amount of radiation received.

The Employer is to provide records of the weekly running total of the amount of radiation received by each employee and to deliver same to each employee and the Local Union Office.

ARTICLE XXVI. *General Conditions*

Section 1. The employee(s) will be granted a ten (10) minute coffee break daily, usually in mid-morning. It shall be taken so as not to interfere with any critical phase of the job.

Section 2. A suitable tool shed or room shall be furnished for the exclusive use of the Carpenters for the safekeeping of tools and clothing, 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 Seven Hundred Fifty (\$750.00) Dollars for Carpenters in each individual case. This shanty shall be properly heated and light shall be furnished when necessary.

(a) Loss by theft must take place outside of working hours.

(b) When requested by the Employer, all tools must be listed with the Employer and marked for individual identification.

(c) Settlement of any loss is to be made within ten (10) working days and the Employee, if requested, shall furnish receipts for items purchased.

Section 3. Pure, clean drinking water shall be accessible at all times with sanitary paper cups available. Ice water shall be provided in warm weather.

Section 4. Suitable and sanitary toilet facilities shall be provided.

Section 5. All rubber boots necessary for job performance shall be disinfected and in sanitary condition before being issued by the Contractor to the individual on each and every occasion.

Section 6. In the event of foul weather and it is necessary that work proceed, the Employer agrees to supply those so involved with parka type rain gear.

Section 7. Employees shall not be required to punch time clocks, secure identification cards, checks, badges or other forms of identification each day. Only one form of identification shall be required which shall be issued to

the employee on the first day he reports to the job and shall be kept by the employer for the duration of the job.

Section 8. The employer, upon the request of the Union, will furnish the name of the insurance company furnishing the Workers' Compensation and the State Number designated.

Section 9. The Employer shall furnish an official receipt to the Employee attesting to the payment of Occupational Privilege Tax at the time of deduction. The Employer shall not deduct Occupation Privilege Tax for any community from an Employee who can show evidence (official receipt) of having paid the Occupational Privilege Tax.

Section 10. When the ninety percent (90%) rate is approved by the Greater Pennsylvania Regional Council of Carpenters, any apprentices working on such jobs will receive one hundred percent (100%) of the journeyman fringe benefit package. The ninety percent (90%) rate is only to be made available to members of the Keystone Contractors' Association. First and second year apprentices are to be paid one hundred percent (100%) wage rate. In order to use the secondary rate (or the 90% rate) contractors must submit requests to use this rate through the Keystone Contractors' Association. The Association will communicate with the Greater Pennsylvania Regional Council of Carpenters to receive approval of this wage rate.

Section 11. Any deviations, adjustments, exceptions or additions to this contract offered to any other contractors shall be available to all signatory Union contractors.

Section 12. Projects currently under construction or bid prior to May 31, 2002 can use the wage and fringe benefit rates in effect on May 31, 2002 until December 31, 2002 or until a job is completed if sooner. The Keystone Contractors Association will provide a list of such jobs to the Greater Pennsylvania Regional Council of Carpenters by May 1, 2002.

ARTICLE XXVII.

Joint Carpenters' Study Committee

Section 1. The parties hereto agree to a Joint Carpenters' Study Committee, which shall consist of an equal number of members appointed by the Union and the Keystone Contractors' Association.

Section 2. The Committee shall meet upon demand of either side, and at such times as are mutually agreed upon and found necessary.

Section 3. The purpose of the Committee shall be to facilitate and expedite an exchange of ideas and information on problems of mutual concern, with the hope that such exchange may suggest solutions and avoid unnecessary misunderstandings.

Section 4. In the event the Committee desires to do so, it may submit a report and recommendation to the parties concerning any matter. Any such report or recommendation shall be confidential and shall not be made public unless both the Union Officials and the Officials of the Keystone Contractors' Association who are authorized to execute such agreements, mutually agree to make it

public, and/or part of the Contract by addendum. The Committee shall have no authority to negotiate or conclude agreements or to handle grievances. Such matters shall be handled under the other appropriate provisions of this Contract.

ARTICLE XXVIII.

Acceptance of Agreements

The Employer expressly agrees on any work performed outside of the geographical area covered by this Contract, and under the geographical jurisdiction of the Greater Pennsylvania Regional Council of Carpenters or its affiliated Local Unions, they will perform such work under and subject to the terms and conditions of the Carpenters' Union-Association Labor Contract in effect in the area. This specifically relates to the Counties of Bedford, Blair, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Forest, Franklin, Fulton, Huntingdon, Indiana, Jefferson, Mifflin, Potter and Somerset.

The performance of work in the area by the contractor constitutes acceptance of the Association Labor Contract in effect at the time.

The Employer shall be furnished with a copy of any such Contract by the Union upon request.

It is mutually agreed that all exhibits referred to in this Contract are attached hereto and made a part of this Contract and are available to either party upon request.

ARTICLE XXIX.

Collection Procedures

This Article is jointly agreed to as a positive solution to promote the proper and timely payment of wages and fringes by all Employers signatory to the Collective Bargaining Agreement between the Keystone Contractors' Association and the Greater Pennsylvania Regional Council of Carpenters. This Article specifically applies to Article X and the Appendix of this Agreement.

It is not the intent of the parties to have multi-employer projects shut-down because of the non-payment of wages or fringes by an Employer on the project. Both parties agree to take immediate positive action to prevent such a shut-down and prevent the Employer from violating the monetary obligations under this Agreement. Such positive action shall include the following:

1. The Trustees of the Trust Funds, through their Administrator, shall furnish each Contractors' Association and the Union with a list of delinquent Contractors each month.

2. The Contractor agrees that he will not sub-contract any portion of his job to any Contractor whose name appears on the delinquent list until such contractor has paid all delinquent monies to the various Trust Funds.

3. If a Sub-Contractor becomes delinquent after commencing work for the Contractor, the Union shall notify by e-mail or express mail the Prime or General Contractor and the violating Employer of the non-payment and/or delinquency of the violating Employer.

4. The Union shall have the right to withhold the employees of the violating Employer after twenty-four (24) hours of the notice in three (3) above, if the violation has not been corrected.

5. Within five (5) working days of notice in three (3) above, the Prime or General Contractor will attempt to schedule a meeting with the violating Employer and the Union to discuss and resolve the nonpayment issue. If this cannot be done, and the General Contractor refuses to satisfy the sub-contractor's liability to the proper Funds, the Union shall have the right to engage in a strike and such strike shall not be deemed to be a violation of this Agreement.

ARTICLE XXX.

Separability and Savings Clause

If any article or section of this Agreement should be held invalid by Federal Law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration.

Any provision of this Agreement that is prevented from being put into effect because of applicable legislation, executive order, or regulations dealing with wage and price stabilization, then such provisions, or any part thereof, shall become effective at such time, in such amounts and for such periods, prospectively as soon as will be permitted by Law at any time during the life of this Agreement or any extension thereof.

ARTICLE XXXI.

Residential Agreement

The following provisions shall apply to residential construction which is defined as "single family units, walk-up apartments, row houses and garden type apartments, which may contain a basement and are no higher than three (3) stories in height." High rise apartments are governed by the previous stated sections as outlined, and are governed under the commercial and industrial sections of this Contract. All sections of the Contract not amended in this Section shall prevail for residential construction.

It is agreed when eight (8) hours are lost during the regular work week, Monday through Friday, due to inclement weather, this time may be made up the following Saturday at the straight time rate of wages. All work on Saturday, other than make-up days, shall be paid at one and one-half (1-1/2) times the straight time rate. All work on Sundays and Holidays shall be paid at two (2) times the straight time rate of pay. The regular work day shall be eight (8) consecutive

hours, between the hours of 7:00 A.M. and 3:30 P.M., or from 8:00 A.M. to 4:30 P.M. with one-half (1/2) hour for lunch after four (4) hours. All work before and after the regular eight (8) hour work day shall be paid at one and one-half (1-1/2) times the straight time rate.

The ratio of apprentices to journeymen carpenters shall be established by the Greater Pennsylvania Regional Council of Carpenters, or its authorized Council Representatives for residential construction.

The journeymen and apprentice rates for residential construction will refer to the 60 County Residential rate.

ARTICLE XXXII.

UBC Scaffolding Qualification

In an ongoing effort to assure compliance with OSHA regulations, both parties agree that the carpenter possessing the "UBC Scaffolding Qualification" card issued by the UBC in partnership with the OSHA Training Institute, the OSHA Directorate of Construction, the UBC Apprenticeship and Training Fund, and the UBC Health and Safety Fund be recognized as meeting the requirements set forth in CFR 29 Sub-part L 1926.451 through 1926.454.

ARTICLE XXXIII.

Carpenters' Advancement Fund Program/ Carpenters' Joint Apprenticeship/Training Program

Effective January 1, 2001, the Employer agrees to deduct a predetermined amount per hour paid from the wages of employees, said money to be designated as an employee deduction. If the employee does not sign a card authorizing the per hour deduction from his pay to the Carpenters' Advancement Fund Program, said money shall be paid into the Carpenters' Joint Apprentice and Advanced Training Program.

Effective June 1, 2002 - \$.09

Effective June 1, 2003 - \$.11

Effective June 1, 2004 - \$.13

This Contract entered into this 1st day of June, 2002.

**KEYSTONE CONTRACTORS'
ASSOCIATION, INC.**

**GREATER PENNSYLVANIA
REGIONAL COUNCIL
OF CARPENTERS**

Terrence McDonough
Executive Director

John A. Brooks
Executive Secretary Treasurer

APPENDIX

Wage rates and fringe benefits governing Carpenters on Commercial, Industrial and Institutional Work in the following Counties of Greater Pennsylvania: Bedford, Blair, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Forest, Franklin, Fulton, Huntingdon, Indiana, Jefferson, Mifflin, Potter and Somerset.

In addition to the following payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all members. Also, on all projects, two (\$.02) cents per hour paid shall be deducted from all members for the Carpenters' of Greater Pennsylvania Training/Legislative Program and submitted with the Fringe Benefit Payments.

JOURNEYMEN

Effective Date	Hourly Rate	Pension Fund	Medical Plan	Annuity & Savings Fund	Ind. Adv./Apprentice Training Fund
6/1/02	\$21.06	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/03	\$21.61	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/04	\$22.12	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/05	\$22.63	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/06	\$23.14	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.

(The Employer agrees to pay two cents (\$.02) per hour for each hour paid into the UBC International Health and Safety Fund; two cents (\$.02) per hour for each hour paid into the UBC International Apprentice Fund; two cents (\$.02) per hour for each hour paid into the UBC Labor-Management Education Development Fund during the term of this Contract.)

FOREMEN

Effective Date	Hourly Rate	Pension Fund	Medical Plan	Annuity & Savings Fund	Ind. Adv./Apprentice Training Fund
6/1/02	\$22.31	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/03	\$22.86	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/04	\$23.37	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/05	\$23.88	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/06	\$24.39	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.

(The Employer agrees to pay two cents (\$.02) per hour for each hour paid into the UBC International Health and Safety Fund; two cents (\$.02) per hour for each hour paid into the UBC International Apprentice Fund; two cents (\$.02) per hour for each hour paid into the UBC Labor-Management Education Development Fund during the term of this Contract.)

GENERAL FOREMEN

Effective Date	Hourly Rate	Pension Fund	Medical Plan	Annuity & Savings Fund	Ind. Adv./Apprentice Training Fund
6/1/02	\$23.06	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/03	\$23.61	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/04	\$24.12	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/05	\$24.63	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.
6/1/06	\$25.14	10%/G.W.	15%/G.W.	10%/G.W.	1.55%/G.W.

(The Employer agrees to pay two cents (\$.02) per hour for each hour paid into the UBC International Health and Safety Fund; two cents (\$.02) per hour for each hour paid into the UBC International Apprentice Fund; two cents (\$.02) per hour for each hour paid into the UBC Labor-Management Education Development Fund during the term of this Contract.)

APPRENTICE RATES

	6/1/02	6/1/03	6/1/04	6/1/05	6/1/06
First Year	\$12.85	\$13.18	\$13.49	\$13.80	\$14.12
Pension		5% G.W.			
Medical		25% G.W.			
Annuity & Savings		5% G.W.			
Ind. Adv./App. Train.		1.55% G.W.			
Second Year	\$15.16	\$15.56	\$15.93	\$16.29	\$16.66
Pension		5% G.W.			
Medical		21% G.W.			
Annuity & Savings		9% G.W.			
Ind. Adv./App. Train.		1.55% G.W.			
Third Year	\$17.27	\$17.72	\$18.14	\$18.56	\$18.97
Pension		7% G.W.			
Medical		18% G.W.			
Annuity & Savings		10% G.W.			
Ind. Adv./App. Train.		1.55% G.W.			
Fourth Year	\$19.59	\$20.10	\$20.57	\$21.05	\$21.52
Pension		9% G.W.			
Medical		16% G.W.			
Annuity & Savings		10% G.W.			
Ind. Adv./App. Train.		1.55% G.W.			

(The Employer agrees to pay two cents (\$.02) per hour for each hour paid into the UBC International Health and Safety Fund; two cents (\$.02) per hour paid for each hour paid into the UBC International Apprentice Fund; two cents (\$.02) per hour for each hour paid into the UBC Labor-Management Education Development Fund during the term of this Contract.)

In addition to the above payments, three (3%) per cent of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all members. Also, on all projects, two (\$.02) cents per hour paid shall be deducted from all members for the Carpenters of Greater Pennsylvania Training/ Legislative Program and submitted with the Fringe Benefit Payments.

Effective January 1, 2001, the employer agrees to deduct from the wages of employees, said money to be designated as an employee deduction for the Carpenters' Advancement Fund Program. If the employee does not sign a card authorizing Carpenters' Advancement Fund Program, said money shall be paid into the Carpenters' Joint Apprentice and Advanced Training Program.

Effective June 1, 2002 - \$.09

Effective June 1, 2003 - \$.11

Effective June 1, 2004 - \$.13

19-COUNTY AREA INDEPENDENT CONTRACT

June 1, 2002 to May 31, 2007

Executed on this _____ day of _____ 20 _____

EMPLOYER:

Company Name _____

Signature _____

Title _____

Address _____

City _____ State _____ Zip Code _____

Area Code _____ Phone Number _____

Witness _____

Penna. Workers' Compensation Insurance Carrier and No.

Penna. Unemployment Compensation Account No.

UNION:

**GREATER PENNSYLVANIA REGIONAL
COUNCIL OF CARPENTERS**

495 Mansfield Avenue

Pittsburgh, PA 15205

Phone: Area Code 412-922-6200

Signature _____

Title _____

Witness _____

Building Agreement-June 1, 2002 to May 31, 2007 19-County Area

CARPENTERS'

Notice of Labor Agreement

Carpenters' Combined Funds, Inc.

495 Mansfield Avenue, Pittsburgh, Pennsylvania 15205

Employer No. _____ **File No.** _____

Firm Name _____

Street Address _____

City _____ County _____

State _____ Zip Code _____ Phone _____

Ownership:

Proprietorship Partnership Corporation Joint Venture

Authorized Signature _____

Print Name of Authorized Firm Representative

Title _____ Date Signed _____

Period of Agreement: From June 1, 2002 to May 31, 2007

Effective Date of Labor Agreement _____

Agreement Code _____

Agreement includes provisions for:

Greater Pennsylvania Regional
Council of Carpenters Rates
Percent of Gross Wages