K#: [redacted] 8327

AGREEMENT

between the

ALLIED DIVISION OF DELAWARE CONTRACTORS ASSOCIATION, INC.

and the

METROPOLITAN REGIONAL COUNCIL OF PHILADELPHIA AND VICINITY, AND CARPENTERS LOCAL UNION NO. 626

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Effective May 1, 2005
Through April 30, 2008

CITY OF WILMINGTON, THE COUNTIES OF NEW CASTLE AND KENT IN THE STATE OF DELAWARE AND THE FOLLOWING COUNTIES OF CECIL, KENT, QUEEN ANNE'S AND CAROLINE IN THE STATE OF MARYLAND

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ARTICLES OF AGREEMENT

This Agreement is entered into on the date set forth below by and between the Allied Division of Delaware Contractors Association, Inc. (hereinafter referred to as the "Association"), and the Metropolitan Regional Council of Philadelphia and Vicinity, and Carpenters Local Union No. 626, United Brotherhood of Carpenters and Joiners of America, (hereinafter referred to collectively as the "Union").

The purpose of this Agreement is to set forth herein conditions with respect to hours of work, wages, and other conditions of employment under which employees of the employer shall work in the trade. The relationship of the parties is fully and exclusively set forth herein.

Neither the bylaws nor constitution nor trade rules of the Union shall be binding upon the employer, nor shall anything therein affect the right of hiring or the wages, hours or working conditions of said employees of the employer.

The Legality of Agreement by law is all applicable regulations, rulings or statutes of any duly qualified governmental body or agency of competent jurisdiction shall govern the terms and provisions of this Agreement including but not limited to such as: Workers Compensation, Social Security, Unemployment Compensation, appropriate employee withholding taxes, etc.

By voidance should any of the terms or provisions of this Agreement be determined to be, or held to be, in contravention of any applicable regulation, ruling, or statute of any duly qualified governmental body or agency of competent jurisdiction, any such terms or provisions shall be null and void without thereby affecting any of the other terms or conditions herein. The parties hereto agree, in the event of such occurrence, to meet immediately and if necessary to negotiate substitute provisions for such terms and provisions declared or rendered illegal or invalid.

The liability of all signatory employers shall be in good faith to live up to all provisions of this Agreement. All members of the Union shall likewise in good faith live up to all provisions of this Agreement. Acts of any individual employee represented by the Union shall not render the Union liable therefore.

With regard to all "work" performed by the Employer **in the City of Wilmington, the counties of New Castle and Kent, in the State of Delaware, and in the counties of Cecil, Kent, Queen Anne's and Caroline in the State of Maryland,** the Employer shall be and is hereby bound by all of the terms and conditions of employment contained in the collective bargaining agreement between the Union and the Allied Division, Delaware Contractors Association ("DCA"), receipt of a copy of which is hereby acknowledged, that is effective on the date of this Agreement, as well as any additions, modifications, extensions and renewals thereof between the Union and DCA, as may occur subsequent to the execution of this Agreement. **All work performed by the employer in the county of Sussex in the State of Delaware, and in the counties of Somerset, Talbot, Dorchester, Worcester and Wicomico in the State of Maryland shall be performed pursuant to the collective bargaining agreement between Local Union 2012 Metropolitan Regional Council of Carpenters and the Allied Division, Delaware Contractors Association.** All "work" performed by the Employer in the Pennsylvania Counties of Philadelphia, Montgomery, Delaware, Chester and Bucks shall be performed pursuant to the collective bargaining agreement between the Metropolitan Regional Council of Philadelphia and Vicinity and the General Building Contractors Association ("GBCA"), receipt of a copy of which is hereby acknowledged, that is effective on the date of this Agreement, as well as any additions, modifications, extensions and renewals thereof between the Union and GBCA, as may occur subsequent to the execution of this Agreement. All "work" performed by the Employer in the Pennsylvania Counties of Lehigh, Northampton and Carbon shall be performed pursuant to the collective bargaining agreement between the

Metropolitan Regional Council of Philadelphia and Vicinity and the Lehigh Valley Contractors Association, Inc. ("LVCA"), receipt of a copy of which is hereby acknowledged, that is effective on the date of this Agreement, as well as any additions, modifications, extensions and renewals thereof between the Union and LVCA, as may occur subsequent to the execution of this Agreement.

ARTICLE I
TERM OF AGREEMENT

(a) This Agreement shall be binding upon both parties hereunto, as well as upon their respective principles, and upon the respective successors and assigns of said parties and their principles, for the period beginning May 1, **2005** and ending at Midnight of April 30, **2008** 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 post marked 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 II
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) 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 representative of the unit employees covered by this collective bargaining agreement, 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.

(c) 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 the **county of Sussex, in the State of Delaware and in the counties of Somerset, Talbot, Dorchester, Worcester and Wicomico in the State of Maryland then all such work shall be performed pursuant to the collective bargaining agreement between Local Union 2012 Metropolitan Regional Council of Carpenters and the Allied**

Division, Delaware Contractors Association. In the event an employer bound hereby shall perform work within the meaning of this contract within the Pennsylvania Counties of Philadelphia, Montgomery, Delaware, Chester and Bucks, then all such work shall be performed pursuant to the collective bargaining agreement between the Metropolitan Regional Council of Philadelphia and Vicinity and the General Building Contractors Association ("GBCA"). Likewise, 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 terms and conditions of the Collective Bargaining Agreement then in effect between Carpenters Local Union #600 and the Lehigh Valley Contractors Association, Inc.

(d) 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.

ARTICLE III
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 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. Subject to the approval of the Regional Council, the regular or normal eight (8) hours of work, Monday through Friday, may be made between 6:00 A. M. and 5:30 P. M., without incurring overtime pay. 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. When work is performed thereon it shall be paid at twice the base wage rate.

Holidays specified in this Section shall be celebrated in accordance with the Federal Monday Holiday Act PL-90-363 – Section 6103, and Title I, Chapter 5, Section 501 of the Delaware Code. (Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.)

In the event that a majority of the Delaware building and construction trades unions declare general election day as it biennially occurs as a non-working holiday, said declaration shall be binding on the Employer and the Union. In that event the Association agrees that employees bound hereto will not work on that day except on emergency type jobs. In such event, only those employees who actually do work on that day on emergency type jobs shall be paid, said payment to be at the straight time base wage rate for the regular straight time hours of work.

(c) 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.

ARTICLE IV
WAGE RATES

May 1, 2005 to April 30, 2008

(1) **May 1, 2005** to **April 30, 2006** Total Economic Monies (Effective for one year of the **2005 - 2008** C.B.A.)

In the City of Wilmington, the Counties of New Castle and Kent in the State of Delaware and the following counties of Cecil, Kent, Queen Anne's and Caroline in the State of Maryland the following Base Wage Rates shall apply.

Journeyman Skilled Abatement
Maintenance Worker.....$**28.82** per hour

Journeyman Scaffold Worker.....$**28.82** per hour
(employed for erecting or dismantling scaffold used as a working platform)

Journeyman Base Wage Rate.....$**28.07** per hour

Foreman..... $ 1.50 per hour above the highest paid Journeyman rate

General Foreman..... $ 1.50 per hour above the highest paid Foreman rate

Contribution to Health and Welfare Fund.....$ **.05** per hour

Contribution to Pension Fund.....$ **3.58** per hour

Contribution to BRAP.....$ **6.51** per hour

Contribution to **Carpenters** Savings **Fund**.....$ **2.00** per hour*

Contribution to Apprentice Fund.....$ **.38** per hour

Contribution to Industry Advancement Fund.....$ **.25** per hour

APPRENTICE

Probationary Period
(40% of the Journeyman rate).....$11.23 per hour

First Year
(55% of the Journeyman rate).....$15.44 per hour

Second Year
(60% of the Journeyman rate).....$16.84 per hour

Third Year
(70% of the Journeyman rate).....$19.65 per hour

Fourth Year
(85% of the Journeyman rate).....$23.86 per hour

No Apprentice shall take a pay cut as a result of the newly posted Apprentice percentages. The base wages paid to Apprentices on all Federal, State and Public Works Projects will be the same as negotiated in the Collective Bargaining Agreement.

*Effective May 1, 2003 the following Retirement Savings Plan contributions for all indentured Apprentices shall be:

1st Year – No Payment
2nd Year - $1.00 per hour
3rd Year - $2.00 per hour
4th Year – Full Rate

NOTE: Plus the appropriate payroll deductions as per the working agreement.

3 ½% of employee's Gross Wages deducted from employee's Net Wages for Dues Check-Off.

$.06 per hour worked deducted from employee's Net Wages for International Health and Safety/Training Fund/Marketing Fund.

$.07 per hour worked deducted from employee's Net Wages for Carpenters Local Union No. 626 Political Action Committee.

$.65 per hour worked deducted from employee's Net Wages for Jobs Recovery Dues.

(2) May 1, 2006 to April 30, 2007 - $1.50 per hour increase – to be divided between Wages and Fringes.

(3) May 1, 2007 to April 30, 2008 - $1.75 per hour increase – to be divided between Wages and Fringes.

ARTICLE V
APPRENTICES

(a) Each 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"), an amount determined by the Joint Apprentice Committee Financial Sub-Committee as specified in this Article for each hour (whether regular time or overtime) for which wages or any type of compensation payable under this Agreement are payable during such calendar month to any employee, as the term employee is defined in Article 5 hereof. Each such hour is hereinafter referred to as an "hour worked."

The amount of the Employer Contribution required to conduct the operation of the Carpenters Joint Apprenticeship Committee shall be determined unanimously by the Joint Apprentice Committee Financial Sub-Committee.

The Financial Sub-Committee shall be composed of two (2) representatives appointed by the Metropolitan Regional Council and two (2) representatives appointed by the General Building Contractors Association, Inc.

On or before January 1, of each year the Financial Sub-Committee shall determine the cents-per-hour employer contribution required for the expenses of the Apprentice Program.

Should the Sub-Committee agree to increase the contribution to the J.A.C., it shall become effective May 1 of that year.

The collection procedures for the above-noted contributions shall be in accordance with the procedures outlined in Article 7; and for delinquent payments shall include, in addition to the payment of the principal sums due and owing, the payment of ten percent (10%) in 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.

(b) All Employers shall participate in the apprenticeship training program and shall employ apprentices as directed by the Carpenters Joint Apprenticeship Committee of Philadelphia and Vicinity (hereinafter in this Article referred to as the "Committee"). The Committee shall consist of an equal number of members designated from time to time by the Association and by the Council, respectively, and with the right of the Council and of the Association, respectively, to supplant any or all of the members theretofore designated by either of them.

(c) 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 therein. A true and correct copy of said Standards of Apprenticeship, marked Schedule "B", is attached hereto and made part hereof. It is further agreed as follows:

In the event of the inability of the Committee within sixty (60) days after any subject is brought before it (other than a proposal for the conduct of an additional program or programs as mentioned in Section (e) hereof) to obtain a majority vote for or against such subject, the matter shall upon written request of any three members of the Committee designated by the Association or any three members of the Committee designated by the Council, be submitted to an arbitrator selected in the manner provided for in Article 14 of this Agreement.

(d) It is further agreed that:

(i) All apprentices shall attend day school classes as part of their apprentice training, and shall receive an educational grant from the Joint Apprenticeship Committee while attending day school classes supervised by the Committee.

(ii) The Committee shall employ a full-time Director of the Apprenticeship Program.

(e) The Carpenters' Joint Apprenticeship Committee will, out of the Carpenters' Joint Apprenticeship Training Fund, pay the costs, incurred or to be incurred, for the following activities and purposes:

(i) Such activities as the Committee is presently conducting, such as, supplying tools and books used by apprentices, paying instructors' bonuses, the salary of stenographers, printing, office supplies, materials used in special projects, postage, graduation dinner expenses; and items in the nature of the foregoing.

(ii) Salary and expenses of the Director of the apprenticeship program.

(iii) Conducting additional programs which it may from time to time adopt only in the following manner: A proposal for the conduct of such additional program or programs must first be introduced at a regular or special meeting of the Committee, and said Committee shall then fix a day not less than thirty days after such meeting for the purpose of having the Committee meet and act upon said proposal or proposals. At the regular or special meeting of the Committee held on the date so fixed for the purpose, among others, of considering said proposal or proposals, it shall require a majority vote of the members of the Committee in order to adopt such proposal. In the event of failure to obtain a majority vote or in the event that the vote shall be a tie, the proposal or proposals shall be deemed to be rejected.

(f) It is hereby confirmed that the authority of the 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. Any Employer required to make contributions as provided for in Section (a) of this Article shall transmit his contributions to the corporate fiduciary selected by the Committee; the security to be furnished under the provisions of Article XIX shall also serve as security to guarantee the payments of said contributions; and the provisions of Article XIX concerning the time for making, and the reporting of payments shall also be applicable to said contributions.

(g) For the purpose of carrying out the provisions of this Article V, a trust to be known as Carpenters' Joint Apprenticeship Training Fund of Philadelphia and Vicinity, which is incorporated herein by reference thereto, to be administered by members of the Carpenters' Joint Apprenticeship Committee of Philadelphia and Vicinity was established under date of May 1, 1969, for the purpose of receiving, administering and disbursing the monies to be received as provided for in Section (a) of this Article.

ARTICLE VI
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 1 and 2 of this Agreement. It is understood that where, in accordance with 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 1 and 2 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 VII
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 VIII
REPORTING FOR WORK

(a) When initially employed on a job, an employee shall receive not less than **eight (8)** 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) **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 shall be paid foreman's rate of pay. When there are three (3) carpenter foremen employed on the job, there shall be a general foreman. Foremen and general foremen shall be guaranteed forty hours per pay week.**

(d) 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.

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

ARTICLE IX
TOOLS: STORAGE – LOSS – WORKING CONDITIONS

(a) The Employer shall provide a suitable tool shed or room of sufficient size for the storage of the Journeymen-Carpenters' tools and clothing, both when the project is operating and when it is not

operating, and such room or shed shall not be used for the storage of any other materials. Where such storage facilities are provided, the Stewart on the job shall be furnished with a key to the tool shed or tool room, and the employees will store therein all the tools not actually being used by them at any time.

(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.

(c) Employees shall not be required to furnish power tools.

(d) Employees shall bring their tools to the job sharp, and in condition to begin work. The sharpening and grinding of all tools shall be done on the job by employees covered herein. If it becomes necessary to send them off the job, a list of union shops will be furnished by the Union.

(e) No employer shall lease or borrow any equipment, materials, tools, or vehicles from an employee covered herein.

(f) No employer's equipment, material, or tools shall be transported in an employee's vehicle.

(g) The employer shall supply hats, over-the-shoe boots, raincoats, and rubber gloves when deemed necessary by the steward. All such equipment shall be either new or suitably disinfected to the satisfaction of the steward. Employees shall not be required to work under adverse conditions without the above mentioned apparel being issued by the employer.

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 $450.00 for any single loss or injury to tools, and not to more than $100.00 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 X
WORK JURISDICTION

The Employer shall recognize the Jurisdiction of the Union, and agrees that all work historically and traditionally within the work jurisdiction of Employees represented for purposes of collective bargaining by the Union shall be assigned only to such Employees. Such jurisdictional claims shall include all jurisdiction embraced by the United Brotherhood of Carpenters and Joiners of America, and work jurisdiction historically performed by members of the United Brotherhood of Carpenters and Joiners of America, 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); pre-finished panels (including vinyl-covered 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.

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 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, step, 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, cases, store displays, fixtures, 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 mad of any type composition or material for any type of window installation.

Specifically, all window frames and window 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, stock-piling, 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, Bi-Parting, canopy, multi-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, roto 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, fume-hoods, exhaust fans, refrigeration cases, etc.; sporting, exercising and amusement equipment; playground equipment; seating; décor packages: such as signs, pictures, artwork, appliqués, etc.; awnings; skylights; column covers; window capping, facias and soffits, 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

Surveying and Lay-Out Work: In order to clarify the contract coverage with respect to construction lay-out work, the term "any work" appearing in the Agreement includes, as work assigned to Carpenter Journeymen, Carpenter Apprentices and Carpenter Foremen, all line and grade work both before and after construction begins, and during the course of construction, consisting by way of example but not of limitation, of all the tasks of lay-out; the setting of vertical and horizontal controls as necessary before construction work begins; the setting of grades and elevations; the setting of vertical and horizontal controls on various floor levels; the lay-out of center lines; the establishment of all measurement and levels; and the establishment of curb lines, axis lines, partition lines, etc. The carpenter shall drive all stakes, erect all braces and batter boards and do all layout with transit or level or any other means for the purpose of, but not limited to, locating machinery, equipment, bridges, footings, foundations, floors, steps, ramps, auditorium levels, walls, bolts, columns, partitions, door bucks, curbs, man holes, excavations, etc.

Lay-out tasks may be performed to the same extent, and under the same circumstances as in the past, by the Employer, or if the Employer is a corporation or partnership, by the executive officers or partners of the Employer and by the Employer's management personnel, superintendents and foremen.

Management Personnel is defined to be those persons:

(a) In a management capacity higher than a superintendent.

(b) It is understood that, as in the past, (1) the Employer has the right to subcontract the initial lay-out work to professional surveying firms, and also subcontract continuing lay-out work to professional surveying firms provided, however, that such continuing lay-out work shall be performed under the terms and conditions of our Agreement; and (2) that the Union will in no manner interfere with any initial lay-out of lines and grades outside the direct control of the Employer, or interfere with the work of City, County or other governmental surveyors performing lay-out work for any such governmental agency as its employees.

A. The Employer shall have the right to determine the size and make-up of the lay-out crews.

B. Nothing shall prevent a member of a lay-out crew who is performing one category of lay-out work from temporarily performing another category of lay-out work for reasonable short periods of time, provided that such temporary assignment shall not affect his rate of pay.

SECTION 10

LATHERS: The Employer shall recognize the jurisdiction of the Union for Lather's work, and the parties hereto agree to be bound by the following work jurisdiction, including but not limited to the prefabrication, installation, erection, construction and completion of the following work, which shall be assigned to and performed by journeymen Lathers 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 nailock, 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 stud, such as Stran Steel, Penn Metal, Soule, Truscon, or other trade names of metal stud, no matter who the manufacturer; and all work in connection with the installation of metal lath, rock lath, rigid insulation, styroform 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 board.

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.

The erection and dismantling of all scaffolding systems shall be assigned to the Union's members.

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.

SECTION 11

HIGHWAY: This Agreement shall apply to all highway construction work performed by employees of the employer who are covered herein. Highway construction work as defined herein shall include, but shall not be limited to, abutments, alleys; aqueducts, channels and channel cutoffs, conduits (underground), culverts, curbs, driveways, duct lines and manholes, elevated highways, fences, guard rails, gutters, highways and highway bridges, parking areas on grade, parkways, railroads and railroad bridges, retaining walls, revetments, roads, shafts, sidewalks, streets and street projects, tunnels, and viaducts.

SECTION 12

CONCRETE WORK JURISDICTION: The Employer shall recognize the jurisdiction of the Union and the parties hereto agree to be bound by the following work jurisdiction, including but not limited to:

All layout work as per the Current Agreement. The prefabrication, fabrication and construction of forms for footings or foundations of all buildings, whether made of wood, metal, plastic or any other type of material. Fabricating or erecting forms for decking of buildings. Erection and certain dismantling of staging, scaffolding, shoring and re-shoring, either of wood or metal, used for concrete form construction. Where power is used for the setting, moving, or dismantling of pre-assembled forms, Carpenters shall do all handling, tagging and signaling. The fabrication and/or setting of templates, including anchor bolts necessary for structural members or machinery, and the placing and/or leveling of these bolts is included.

The rigging, signaling, and placing of the Filigree Wideslab Method of Concrete Deck Construction, including all other similar systems. All types of "Stay-In-Place" concrete forming systems, and all "Tilt-Wall Systems".

The assembly of work platforms pertaining to slip form or jump form types of concrete construction systems including but not limited to inserts, blockouts, imbeds and jack-rods, except when jack-rods are a substitute for reinforcing steel.

All framing in connection with the setting of all Sonotube Column forms. The setting of all forms, and bulkheads of any type of material, including expanding metal; the fabrication and setting of screeds and stakes for concrete floors where the screed is notched or fitted or molded, or made up of more than one member.

ARTICLE XI
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 refused 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.

The employer shall have the right to secure and choose any person as a new employee from any source. It is agreed that such an employee who, by nature of the employee's work, comes within the provisions of this Agreement, and who shall have worked for the employer for not less than seven days, and who is a qualified

Carpenter according to Union Standards, shall be required then to become and remain a member of the Union in good standing.

The Union shall make membership therein continuously available to such employee on the same terms and conditions as are generally applicable to the other members of the Union. Any employee who is a member of and adheres to the established and traditional tenets or teachings of a bona fide religion, body, or sect, which has historically held a conscientious objection to joining or financially supporting Labor Organizations shall not be required to become a member of or financially support the Union as a condition of employment; however, such employee shall supply reasonable proof of membership in and adherence to the traditional tenets or teachings of such bona fide religion, body or sect. However, such employee as a condition of employment, shall pay sums equal to the periodic dues and initiation fees required as a condition of employment of all employees, except those covered by this section, to one of the non-religious, non- labor organization, tax exempt, charitable funds, chosen by the employee from the list of such funds designated herein:

A. Salvation Army

B. Association for the Blind

C. American Cancer Society

ARTICLE XII
SUBCONTRACTOR 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 XIII
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.

Neither the employer nor the Union shall discriminate against employees, or applicants for employment, for reasons of age, color, creed, national origin, race, sex, union membership or lack of union membership.

The Employer shall furnish suitable drinking water in vessels with faucet and individual paper drinking cups for employees working under this Agreement. Ice shall be furnished between May 1 and November 1.

When an employee is laid off or discharged, he shall be paid in full immediately and allowed one hour, with pay, to pack his tools. No employee shall be discharged for refusing to work during inclement weather, or under conditions unsafe in the opinion of the Steward, nor shall any employee be discharged, or otherwise

disciplined, except for just cause. If payment of wages is not made in full, the employee shall be paid waiting time.

The Union shall furnish termination slips to the employer, and the employer shall fill one out for each employee terminated, stating the reason for separation thereon. Each terminated employee shall receive a copy of the slip. The address of the employer shall be stamped on the termination slip. The shop steward shall be notified in advance of any layoff. The employer shall confirm work assignments in writing when requested by the union.

ARTICLE XIV
DISPUTES AND PROCEDURES

Section 1. Jurisdictional Disputes: It is agreed between the parties hereto that this Agreement is applicable to construction work that is primarily within the recognized and traditional jurisdiction of the Union and said work shall be performed in accordance with the terms of this Agreement. It is further agreed that should an employer bound hereto be required to perform construction work that is within the recognized and traditional jurisdiction of another union, or which work is claimed by another union, then work assignments shall be made in accordance with and shall be subject to agreements and decisions of record recognized by the Building Trades Department, AFL-CIO, established trade practice, and prevailing area practice. If the Union is still aggrieved over any assignment after discussion between the employer and the Business Representative(s) of the Union(s) involved, an attempt shall be made to settle the dispute by discussion between the Business Representative(s) of the Union(s) involved and the Director of Labor Relations of the Association.

If such discussion does not result in a prompt settlement of the dispute, the matter shall then be referred to the General Presidents of the respective contesting Unions and the Association in an effort to resolve the matter. If the matter is not resolved in this manner, the parties involved may then agree to select an impartial third party as provided in Section 2 below, or pursue the matter through the procedures of the National Labor Relations Board. Pending an orderly resolution of the matter, there shall be no interruption of work by a work stoppage, strike, or refusal to refer men to the project by the Union.

Section 2. Non-jurisdictional Disputes And Grievances: The following shall be the procedure to be followed with respect to all disputes of any nature whatsoever (except jurisdictional disputes as provided in Section 1 above and except any disputes arising under Article XIX above) which may arise between the parties hereto or their individual members involving the interpretation or application of this Agreement during its term.

A. If the dispute affects or arises on a particular job or operation, an attempt shall be made to settle it by discussion between the employer and the Union's Business Representative. If such discussion does not result in a prompt settlement of the dispute, such further action may be arbitrated in the manner set forth hereinafter.

B. The Employer or the Union, whichever decides that there shall be further action on the dispute, shall within ten working days after the conclusion of the discussion notify the other in writing by registered 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 of the persons named in the first list submitted by the American Arbitration Association to the parties or if those named on said list decline or are unable to act, and if for any reason the appointment cannot be made from such first submitted list, the American Arbitration Association shall send a second list of names of persons chosen from its 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. Such award shall be final and binding upon the Association and the Union, and upon their respective principals or members.

In considering his award, the arbitrator shall not modify, detract from, or alter the provisions of this Agreement. The arbitrator's fee and expenses, and the fees of the American Arbitration Association, shall be shared equally by the Association and the Union.

No disagreement, dispute or question shall result in any slow down, stoppage, strike, abandonment or lockout, pending the completion of all procedures including arbitration, provided for in this Article.

Section 3. Strikes and Lockouts: It is agreed that there shall be no slowdown, strikes, or work stoppage of any character whatsoever by the Union or its members, either individually or collectively, and that there shall be no lockouts by the Association during the term of this Agreement. This provision shall not apply, however, should either party hereto refuse to submit any matter to arbitration as provided for herein, or to abide by the decision of the arbitrator, when an employer has not paid employee's wages in full and on time as specified herein; or when the Union has been advised by the Administrator of any Fund specified herein that an employer is delinquent as specified herein.

ARTICLE XV
COUNCIL BUSINESS REPRESENTATIVES

Section 1. Business Representative: The Union Business Representative shall have access to all jobs over which the employer exercises control of entry, shall fully comply with safety, security, and visitor rules established for the project. No employee shall work on a job where the Business Representative is refused access to the job when access is under the employer's control.

Section 2. Steward: The first employee other than a foreman on a job shall act as steward until a permanent steward has been appointed. The Business Representative shall appoint and remove all stewards. The steward shall be permitted to keep a close check on all work on the project under the jurisdiction of the Union, including work performed by all sub-contractors of the general contractor, and the general contractor shall be responsible for the steward. He shall be allowed time with pay to check employees' dues books, collect assessments, and conduct other Union business on the job. He shall not be discharged or discriminated against for the faithful performance of his Union duties.

Section 2A: Job Starts: It shall be the responsibility of the Employer to report all job starts to the Council in writing. 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.

ARTICLE XVI
HEALTH AND WELFARE FUND AND INDUSTRY ADVANCEMENT FUND

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 Funds and Industry Advancement Fund ("IAF").

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. From his own funds, the Employer agrees to contribute to an Industry Advancement Fund $.25 paid for each hour worked by his employees who are working under this Agreement, whether or not such employees are members of Local 626. In calculating contributions, all fractions of hours shall be paid for as full hours. Overtime hours shall be paid at the straight time rate. The Fund shall be administered for purposes and under conditions as set out in a separate Employer Trust Agreement governing said Fund. Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing the Fund. Payments are to be made in accordance with Article XIX. See Article IV for the per hour amount. The Union will maintain a record of its members who wish this deduction to be made and will inform the employer of same. Payments shall be made in accordance with Article IV. At the option of the Association, the Industry Advancement Fund may be increased during the life of this Agreement. Said increase shall be from the funds of the employer, and shall in no way affect the employee base rate and fringes specified herein.

Section 3. In addition to the base wage rate, the employer agrees to contribute to the Carpenters Local Union No. 626 Health and Welfare Fund **$.05** for each hour worked by his employees who are working under this Agreement, whether or not such employees are members of Local 626.

In calculating contributions, all fractions of hours shall be paid as full hours. Overtime hours shall be paid at the straight time rate.

Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing this Fund, provided that said Trust Agreement rules and regulations shall not be inconsistent with this Agreement.

Payments are to be made in accordance with Article IV. See Article IV for the per hour amount.

ARTICLE XVII
PENSION AND ANNUITY PLAN

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. Pension: In addition to the base wage rate, the employer agrees to contribute to the Carpenters Local Union No. 626 Pension Fund **$3.58** for each hour worked by his employees who are working under this Agreement, whether or not such employees are members of Local 626.

In calculating contributions all fractions of hours shall be paid for as full hours. Overtime hours shall be paid at the straight time rate.

The Fund shall be administered as a Trust. Employers bound by this Agreement are also bound by any rules and regulations contained in the Trust Agreement governing this Fund, provided that such Trust Agreement rules and regulations shall not be inconsistent with this Agreement.

Payments are to be made in accordance with Article IV for the per hour amount.

Section 3. Pension Annuity Fund: In addition to the base wage rate, the employer agrees to contribute to the Carpenters Local 626 Pension Annuity Fund, the amount as designated in ARTICLE IV - WAGE RATES for each hour worked by his employees who are working under this agreement, whether or not such employees are members of Local 626.

In calculating contributions, all fractions of hours shall be paid for as full hours. Overtime hours shall be paid at the straight time rate.

The Fund shall be administered as a Trust, and both the Association and the Union shall be represented by an equal number of trustees. Employers bound by this Agreement are also bound by any rules and regulations contained in the Trust Agreement governing this Fund, provided that such Trust Agreement rules and regulations shall not be inconsistent with this Agreement.

Payments are to be made in accordance with Article IV.

ARTICLE XVIII
WORK DUES AND JOBS RECOVERY
DUES CHECK-OFFS

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. Dues Check-Off/Jobs 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 simultaneously 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 3. 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, 25 and 26.

Section 4. 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.

ARTICLE XIX
DELINQUENCY AND COLLECTION PROCEDURE

Paragraph 1. The provisions of this Article shall apply with equal force and effect to the contributory and withholding obligations set forth in Article IV for the following: (Joint Apprentice Committee), (Health and Welfare Fund-Industry Advancement Program), (Pension and Annuity Funds), (Work Dues and Jobs Recovery Dues Checkoffs), (Political Action Committee), (National Apprenticeship and Health and Safety Fund), and (Carpenters Savings Fund.)

Paragraph 2. All payments shall be remitted to the depository designated herein on Report Forms designated, as appropriate, by the Funds or Council. In the event that the report accompanying any payment made to the Depository pursuant to Article V (Joint Apprentice Committee), Article XVI Section 1 and Section 2 (Health and Welfare Fund-Industry Advancement Program), Article XVII Section 1 and Section 2 (Pension and Annuity Funds), Article XVIII (Work Dues and Jobs Recovery Dues Checkoffs), Article XXII (Political Action Committee), Article XXV (National Apprenticeship and Health and Safety Fund), and Article XXVI (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.

Paragraph 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.

Paragraph 4 (A). Except as otherwise specifically provide 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."

Paragraph 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.

Paragraph 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 but are not limited to the institution of legal action 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.

(C) The appropriate Funds and/or Council shall notify the Bonding Company after the Due date of the delinquency and institute suit on the bond.

Paragraph 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 of 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.

Paragraph 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 1 and Section 2 (Health and Welfare Fund – Industry Advancement Program), Article 17, Section 1 and Section 2 (Pension and Annuity Fund), Article 18 (Work Dues and Jobs Recovery Dues Checkoffs), Article 22 (Political Action Committee), Article 25 (National Apprenticeship and Health and Safety Fund), and Article 26 (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 Article10 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 **$50,000.00** guaranteeing such payments or, in the alternative, shall furnish his own bond in the sum of **$50,000.00** guaranteeing such payments and shall deposit with the Trustee as collateral security for the faithful performance of his said bond **Fifty Thousand Dollars ($50,000.00)** in cash or in securities acceptable to the Trustee.

(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 10 of this Agreement, provisions requiring such Employer to make the same payments to the Depository as are required by subsection (A) of this Paragraph 8, and to guarantee or secure the faithful making of such payment by the deposit of **Fifty Thousand Dollars ($50,000.00)** 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 Two Hundred Fifty Dollars ($250.00) and the amount of said premium and the Association shall pay, out of the funds of the Industry Advancement Program, Two Hundred Fifty Dollars ($250.00) 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 Paragraph 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 Paragraph 8, furnish further corporate surety to assure payments required under this Paragraph 8 by such Employer or other employer to an amount of **Fifty Thousand Dollars ($50,000.00)** 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 **Fifty Thousand Dollars ($50,000.00).**

Paragraph 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 Paragraph 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 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.

Paragraph 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.

Paragraph 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 One Hundred Dollars ($100.00) per day as well as any additional monies provided for herein.

ARTICLE XX
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 the City of Wilmington, the counties of New Castle, Kent and Sussex in the State of Delaware,

and the following counties of Cecil, Kent, Queen Anne's, Caroline, Somerset, Talbot, Dorchester, Worcester and Wicomico in the State of Maryland, 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 XXI
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 XXII
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 Local Union No. 626 Political Action Fund 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 issued by the Employer for reporting payments due by the Employer as contributions made to the Health and Welfare and Pension Funds.

ARTICLE XXIII
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 Allied Division of Delaware Contractors Association, Inc. and the Council, then this Agreement shall be amended so as to afford to the Association 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 the Association and continued membership in the Association is a prerequisite to its continued application. In the event that an Association member shall cease membership within the Association 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.

The Association and the Union do hereby agree to any modification of these straight time wage rates, that is agreed to and documented at a pre-bid or pre-negotiated meeting of the involved parties, in relation to any particular project in the jurisdictional area of this collective bargaining agreement.

The Executive Secretary-Treasurer/Business Manager, or his designee shall have the authority to make any decision concerning contract concessions that would be in the best interests of members of Carpenters Local No. 626. Any such concessions shall be available to all employers covered by this Agreement.

ARTICLE XXIV
PRE-JOB CONFERENCE

On jobs in excess of $500,000, 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 XXV
NATIONAL APPRENTICESHIP AND HEALTH AND SAFETY 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. The employer agrees to deduct and to thereafter forward to the International Health and Safety Training Fund/Marketing Fund, in the manner provided in this Article XXV, such amount from each employee's net wages as the fund certifies in writing has been voluntarily contributed to the fund by each employee. Payments are to be made in accordance with Article XXV. See Article IV for the per hour amount.

Section 3. Except as may otherwise be provided pursuant to the terms of this Agreement, the National Apprenticeship and Health and Safety and Marketing Fund payment rates for each hour worked are:

(a) **May 1, 2005 to April 30, 2006: $.06 per hour worked**
(b) **May 1, 2006 to April 30, 2007: $.06 per hour worked**
(c) **May 1, 2007 to April 30, 2008: $.06 per hour worked**

ARTICLE XXVI
CARPENTERS SAVINGS 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 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) **$2.00 per hour for the period May 1, 2005 to April 30, 2006.**
(b) **May 1, 2006 to April 30, 2007; To Be Determined**
(c) **May 1, 2007 to April 30, 2008; To Be Determined**

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.

ARTICLE XXVII
HIGHWAY ADDENDUM

As provided in Article X of the collective bargaining agreement between the parties, work described in Section XI, shall be performed in accordance with the terms of the collective bargaining agreement unless that collective bargaining agreement is specifically modified herein.

ARTICLE XXVIII
HIGHWAY WAGE RATES

The commercial rates set forth herein shall be the wage rates for highway work covered by this Addendum. However, during the term of this Agreement the Union and the employers will attempt to obtain highway work and the Union agrees, upon request of an employer, to consider working at the published Prevailing Wage Rates for these projects on a project-by-project basis. The Union's decision to thus adjust the rate shall be just and binding.

SCHEDULE "A"

Members of the Allied Division of Delaware Contractors Association, Inc.

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. 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 be 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

It shall be the duty of the Employer on all jobs to provide drinking water 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, two (2) 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.