500 workers

INDEPENDENT MILLWRIGHT

AGREEMENT

between

and

DISTRICT COUNCIL OF NEW YORK AND VICINITY

UNITED BROTHERHOOD OF CARPENTERS

AND JOINERS OF AMERICA

and

MILLWRIGHTS LOCAL UNION 740

JULY 1, 2001 - JUNE 30, 2006

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THIS AGREEMENT, made this 1st day of July 2001, and effective as of 01st JULY, 2001, by and between:
DAY MONTH YEAR

HEREIN REFERRED TO AS(THE "EMPLOYER")

and the

District Council of New York City and Vicinity and Millwright Local Union 740 of the United Brotherhood of Carpenters & Joiners of America, AFL-CIO, **HEREIN REFERRED TO AS (THE "UNION" and/or THE "DISTRICT COUNCIL")**.

ARTICLE I

PURPOSES

This Agreement is entered into:

a) to facilitate the peaceful adjustment of grievances and disputes between the Employer, the Union and the employees covered herein;

b) to prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer and Union and the loss of wages and fringe benefits to employees;

c) to enable the Employer to secure at all times sufficient forces of workers, skilled as Millwright and machinery erectors;

d) to provide as far as possible for the continuous employment of labor;

e) to provide that employment hereunder shall be in accordance

with conditions and at wages and fringe benefits herein agreed upon;

f) to bring about stable conditions and labor peace in the industry; and

g) to continue all customs and practices heretofore prevailing in the industry as to the terms and conditions of employment.

ARTICLE II

GEOGRAPHICAL JURISDICTION

This Agreement shall cover all work wherein Millwrights and Machinery Erectors or any other employee covered by the scope of this Agreement are employed within the New York State counties of: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk and Westchester. Also included in this coverage are all of the islands and all of the waters of the adjacent harbors, rivers and bays, and all offshore waters of the counties included herein.

ARTICLE III

TRADE AUTONOMY

Section 1. Scope of Work: (a) Millwright and machinery erectors work on all types of machinery and equipment used in all

types of industries. Their work includes, but is not limited to, the following: unloading, hoisting, rigging, skidding, moving, dismantling, demolition, erecting, machining, assembling, disassemble and repairing. They shall do all layout, positioning, aligning, leveling and securing of all machinery and equipment and this may be done in any manner including optical, laser and wire. They shall also check rotation by power and run in and start of equipment. All running and testing of equipment shall be by the Millwright until accepted by the owner in writing.

(b) Millwright work can be found in, but is not limited to the following:

Woodworking Plants, Steel Plants, Paper and Pulp Plants, Processing Plants, Gravel, Sandwashing and Handling, Asphalt and Batch Plants Sewage Disposal Plants, Laundries, Bakeries, Mining Plants, Bottle and Bar Packing Plants, Textile Mills, Paint Mills, Milk Processing Plants, Power Plants, Hospitals, Bridges, Automatic Installations, Canning Industries, Coffee Roasting Plants, Recycling Plants, Stone Crushing Plants, Manufacturing Plants, Gypsum Plants, Aircraft Plants, Automobile Plants, Truck Factories, Bicycle Plants, Cement Plants, Dairies, Amusement and Entertainment Plants, Airports, Postal Systems, United Parcel / Federal Express, (i.e., package handling facilities), Experimental Plants, Research Plants, Corrugated Box Plants, Foundries and Forges, Sugar Plants, Stamping Plants, Meat Packing Plants, Carpet Plants, Cable Manufacturers, Rendering Plants, Garages, Warehouses, Aluminum Plants, Chemical Plants, Furniture Plants, Clothing Plants, Shoe Factories, Appliance Factories, Radio and Television Factories, Candy Manufacturing Plants, Ice Cream Plants, Breweries, Compacting Plants, Department Stores, Silos, Cranes, Exhibitions, Bowling Alleys.

Section 2. <u>Types of Equipment and Machinery</u> The Millwrights work on the following equipment and machinery: Pumps,

lantern rings, packings, glands, heat exchanges, air compressors, super chargers, coolers, boiler damper controls and linkage, Bailey meters and linkage, fluid drives, control rods, embedded guides for traveling screens, stop logs, traveling screens, gear head motors, variable drives, sprockets, chains, guards, chutes, pedestals, induction fans, draft fans, gas recirculating fans, cones, vanes, couplings, bearing brackets, diesel generators, motor restraints, turbines, castings, cylinders, diaphragms, blade rings, blade or bucket assembly, hydrogen cooler, blower assemblies, packing joint of hydrogen cooler, exciter or Alterex, installing turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others, oil flush, turbine lube oil tank and pumps, filters, burner retractor controls, ball mills, shrouds, coal cranes, limit torque on mechanical valves, rotor installation, boiler feed pumps, oil pumps, fire pumps, hydraulic rams, fabrication of skids and crating, make templates, bearings, thrust bearings, reactors, radiation waste system, demineralizing system, hydromation system, mechanical dust system, sensors, guide tubes, fuel support castings, reactor bearing plate, ring girder, reactor pressure vessel, radiation waste system, core plate, incore housing, top guide mechanical equipment in rocket missiles, bases, launches, launching gantry floating bases, hydraulic doors, thru-clean bar screen, straight line bar screen, trash screen, tritor

screen, drum screen, disc screen, straight line grit collectors, straight line aerated grit collectors, circuline grit collectors, straight line mixers, flash mixers, horizontal slow mixer, vertical slow mixer, vibra-flow feeder machines, pre-aeration and settling tank, circuline sludge collectors, circuline mixer collectors, thickeners, rotoline distributors, sludge bed cleaners, sludge digestion system, sludge heaters, dyna-grind sewage screenings grinders, screw pumps, hydropulpers, spiral classifier, agitators, junk remover, hydropulper cooling fan, lube systems, selectifier screens, hydrosensors, cone press, fuel blowers, grizzly screens, trommel screens, table feeders, driers, optical sorters, high tension separators, grip dewatering screens, chutes, slides, receiving tables, transition pieces, material handling platforms, engines, motors, generators, air compressors, scales, hoppers, monorails, light-rail systems, conveyors of all types and sizes and their supports, man lifts, moving sidewalks, hoists, loading docks, dumb waiters, all types of feeding machinery, amusement devices, mechanical pin setters, refrigeration equipment to process material either manufacturing or servicing, rotary file systems, automatic window washing units, cranes, crane trucks, setting subsole plates, sole plates, anchor bolt layout, extending, hooking, bending, threading, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropers and cables, servicing and

operating machinery for the purpose of milling, boring, grinding, threading, tooling of key plates, plugs, steam packing, dowels, hand scraping, lapping, slotting for installation of turbines in energy plants. The laying out, fabrication and installation of protecting equipment including: machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials, all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubrication machinery installed by Millwrights. Assembly and disassembly of air, hydraulic and motor operated valves. Millwright work is not limited to the above equipment and machinery.

Section 3. No work normally built by Millwrights on the job will be fabricated off the job with anyone other than Union Millwrights being paid the rate of wages and benefits provided herein.

ARTICLE IV

UNION RECOGNITION

Section 1. Exclusive Bargaining Agent: The Employer recognizes the Union as the exclusive bargaining representative for all its Millwright and Machinery Erector employees who are performing covered work as herein defined in **Article III**.

Section 2. Preservation of Work: In order to protect and preserve for the employees covered by this Agreement all work historically and traditionally performed by them, and in order to prevent any device or subterfuge to avoid the protection or preservation of such work, if and when the Employer performs any work on a job site of the type covered by this Agreement as a single or joint Employer within the trade and geographical jurisdiction of the Union, under its own name or under the name of another, as a corporation, sole proprietorship, partnership, or any other business entity including a joint venture, wherein the Employer (including its officers, directors, owners, partners, or stockholders) exercises either directly or indirectly (such as through family members) controlling or majority ownership management or control over such other entity, the wage and fringe benefit rates and terms and conditions of this Agreement shall be applicable to all such work performed on or after the effective date of this Agreement. The foregoing shall not be interpreted to apply to separate Employer situations. It is not intended that this **Section 2 of this Article** be the exclusive source of rights or remedies which the parties may have under State or Federal laws.

Section 3. Referral of Millwrights: The Union shall furnish upon request of the Employer, in a reasonable time after request, except in cases of strikes and other circumstances over

which it has no control, all Millwright and machinery erector employees.

Section 4. Subcontractors: All work covered by this Agreement shall be contracted or subcontracted only to an Employer who is signatory to a collective bargaining agreement with the Union. The parties hereto mutually agree with respect to such work falling within the scope of this Agreement that is to be done at the site of construction, alteration, maintenance, or repair of any building, structure, or other works. If the Employer should contract or subcontract any of the aforesaid works falling within the trade jurisdiction of the Union as set forth herein, said Employer shall contract or subcontract such work only to firms who are signatory to a Collective Bargaining Agreement with the Union.

Section 5. Jurisdictional Disputes: There shall be no work stoppage because of a jurisdictional dispute. The parties to this Agreement shall be bound by previous decisions and awards rendered by the Building Trades Employers' Association of the City of New York made pursuant to the Joint Trade Arbitration plan of the New York Building Trades adopted July 9, 1903 with respect to all jurisdictional disputes which may arise under this Agreement. Failure of a party to this Agreement to abide by such an award shall release the injured party from any obligations it may have assumed under this **Section**.

Section 6. Pre-job Conferences: There shall be a pre-job conference before the work commences on any major job.

ARTICLE V

JOB REFERRAL SYSTEM

Section 1. Referral List: The Union shall establish and maintain an open employment list for the employment of qualified workers.

Section 2. Non-discrimination: The parties agree that there shall be no discrimination in the employment, hiring, referral or training of employees in the bargaining unit on the basis of race, creed, color, sex, national origin, age, disability, marital status, citizenship status, sexual orientation or affectional preference in all employment decisions, or Union activity as defined in applicable federal, state or local laws. The Union or its representatives shall not discriminate against a foreman or worker. For the purposes of this **Section 2**, "citizenship status" means the citizenship of any person, or the immigration status of any person lawfully residing in the United States who is not a citizen or national of the United States.

Section 3. Skilled Applicants: Applicants for referral through the Union may register provided they have the necessary skill and experience to perform the job. Such skill and experience

is presumed in the case of:

(a) Applicants who have been employed for substantial periods of time in the job applied for within two years prior to the date they seek referral in the geographical area covered by this Agreement; and

(b) Apprentices who have successfully completed the full apprenticeship program; and

(c) Other applicants who seek to register for referral shall be required to pass a competency test given by the Union.

Section 4. Referral Criteria: The following criteria shall be considered in referring applicants to jobs:

(a) Seniority with Employers in contractual relationship with the Union;

(b) Request from Employers for specific workers previously employed by the Employer within the previous six months, including employees recently laid off;

(c) Competency and experience in performing the particular job to which referral is being made;

Section 5. Rejection of Referrals: The Employer shall retain the right to reject any job applicant referred by the Union. In the event of such rejection, the Employer shall notify the Union, in writing stating the reasons therefor. The Union shall then refer other applicants to the Employer until the required

number of applicants is obtained.

Section 6. Referral of Foreman: The foreman shall be referred out by the Local Union.

ARTICLE VI

UNION SECURITY

Section 1. Union Membership: All employees who are members of the Union at the time of the signing of this Agreement shall continue membership in the Union. All other employees covered by this Agreement must become members of the Union seven (7) days following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in the Union as a condition of continued employment. If the provisions for Union security clauses are modified by Congress during the term of this Agreement, this clause will be automatically modified to conform to such changes.

Section 2. Evidence of Union Membership: Maintenance of Union membership shall be evidenced by the current working card, which shall indicate that current dues have been paid to the Union.

ARTICLE VII

HOURS - HOLIDAYS - OVERTIME

Section 1. Work Day: The Employer shall determine at the

start of the job one of the following, work day and work week schedules. The intent is to maintain the seven (7) hour work day, thirty five (35) hour work week. The Employer may implement the option of scheduling an eight (8) hour work day if job-site conditions warrant. The Employer shall provide one-half (½) hour for lunch and the work-week shall consist of Monday through Friday, inclusive. Other than an emergency, notice of all overtime work should be given to the Millwrights before noon if possible. Millwrights will never be penalized for refusing to work overtime.

Section 2. Flexible Starting Time: The Employer is expected to establish and maintain a reasonable work week schedule allowing for unusual jobsite conditions. The normal work day shall start at eight (8) a.m. and may be changed by the Employer due to work-site conditions to start between seven (7) a.m. and nine (9) a.m. for all or a portion of the employees upon permission of the Union. The Employer shall notify the Union before changing from the normal eight (8) a.m. starting time. The Employer will determine the number of employees required. The working Steward will be part of the early crew. It is understood this is not intended to establish a continuous staggered work day. No Millwright is to start work before the designated starting time.

Section 3. Shift Work: Shifts must be no less than five (5) consecutive work days and reported to the Local Union before

implementation.

The Employer may work two shifts, with the first shift working 8:00 a.m. to the end of the shift at a straight time rate of pay. The second shift will receive straight time rate of pay plus fifteen (15%) percent. In addition, members of the second shift shall be allowed one-half (½) hour to eat, with this time being included in the hours of the work day as established. There must be a first shift to work a second shift. All additional hours worked shall be paid at the time and one-half (1 ½) rate of pay plus fifteen (15%) percent for week day hours. The Employer shall notify the Union before starting the shift schedule. There shall be a Steward appointed by the Union for each shift. There shall be a pre-job conference with the Union before the commencement of any shift.

Section 4. Overtime: Except as provided herein, all work performed before or after the above specified hours shall be paid on a time and one-half (1 ½) basis. Sunday shall be paid at double (2) time rate.

Section 5. Meals: Regular one-half (½) hour lunch period shall be four (4) hours after the start of work. If the job circumstances require employees to work longer than ten (10) hours on any workday, there shall be another one-half (½) hour lunch period immediately following the beginning on the ninth hour and

every four (4) hours thereafter which must be paid for by the Employer. These one-half (½) hour lunch periods may be staggered at the convenience of the Employer. Work performed during the lunch period shall be on a time and one-half (1 ½) basis and the employees shall be permitted to have his meal.

Section 6. Holidays and Weekends: No work shall be performed outside the hours specified or on legal holidays, Saturdays or Sundays, without notifying the Union and obtaining permission from the Union on the previous workday, stating location of job and the number of employees and hours required. Any holiday falling on a Sunday shall be observed on the following Monday.

(a) The holidays referred to herein are: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day in Presidential Year, Thanksgiving Day and Christmas Day.

(b) Employees employed on the last legal working day before Christmas Day and before New Year's Day, and who report to work on such days, shall receive one-half day's pay without working. Work performed on the afternoon of said days shall be paid at the double time rate only. Fringe benefit contributions shall be payable on the half holidays referred to above.

(c) If for any reason, the Union grants permission to work on the above-mentioned holidays, then the employee shall receive

double time rate for all hours worked. If the holiday falls on Sunday and the following day is declared a legal holiday, the above rules shall apply on the legal holiday so declared.

(d) In all cases, the holidays referred to in this Agreement will be observed on the day and the date established for the State of New York.

(e) No work shall be performed on Labor Day.

Section 7. Saturday Make up: When conditions beyond the control of the Employer, such as severe weather, widespread power failure, fire, natural disaster, etc., prevent the operation of the job on one or more normal working days, the Employer may, after notifying the Union, schedule the Saturday of that calendar week during which work was prevented, as a make up day at straight time. All hours worked in excess of the normal work day shall be paid for at the rate of time and one-half (1 ½) hour. When a holiday falls on a designated Saturday, then the make up day rate shall be double time.

(a) The Employer must declare a regular work day "terminated," for one of the reasons listed above, no later than 10:00 a.m. of the day terminated, and must notify the Union of its desire to work a make up day by noon of the day preceding the make up day to utilize a Saturday as a make up day.

(b) Employees employed by the Employer on the day so

"terminated" shall have the right of first refusal to work on the make up Saturday, but said employees shall also have the right to decline work on a make up Saturday, without any penalty. If the Employer requires employees to work a make up Saturday, other than those already working on the job, the Employer shall call the Union for employees before employing workers secured from any other source. Such employees shall be paid at time and one half.

(c) A make up Saturday shall be no less than the hours as established by the current week shift hours, with one-half (½) hour off to eat, charged to the hours worked.

Section 8. Emergency Work: Emergency Work involving danger to life and property, may be performed without permission from the Union.

ARTICLE VIII

WORKING CONDITIONS

Section 1. Termination: No employee shall be discharged, suspended, laid off or furloughed except for good and sufficient cause. The right to hire and discharge employees rest with the authorized representatives of the Employer. Employees shall be given at least one hour's notice before being discharged, laid off, suspended or furloughed, and in such events, their wages and benefits shall be paid in full. This does not apply to any

temporary suspension of work during any pay week for reasons beyond the control of the Employer. Employees being laid off or discharged shall receive a "termination of employment" Form 1A 12.3, furnished by the New York State Division of Placement and Unemployment Insurance within one hour of their dismissal.

Section 2. Foreman: (a) There shall be a Union foreman on all jobs employing Millwrights. Employees shall take directions from the Millwright foreman only. Where two persons are employed, one shall be the foreman. Except at the start and finish of a job, a foreman and the first and second year apprentices shall be employed on a weekly basis.

(b) On all jobs where ten (10) or more Millwrights are employed, there shall be a minimum of one foreman for each ten employees. When thirty-three (33) or more Millwrights are employed on one operation then there shall be a Millwright general foreman. An apprentice ratio will be determined by joint agreement with the District Council and the Contractor as jobsite conditions and educational opportunities are in the best interest of the Apprentice Program.

Section 3. Job Visits: The Local Millwright business representatives, the District Council executive officers, assistant to the president of the District Council, and the on-site job Steward shall have the right to interview workers during business

hours and shall be given full access to all job sites, so long as they comply with all general conditions of the job regarding passes.

Section 4. Job Steward: There shall be a job Steward who will be appointed by the Union, to attend to the interests of the Union. All jobs regardless of what type of agreement they work under shall have a New York District Council of Carpenters certified Shop Steward. All New York City District Council certified Shop Stewards shall be given time to deliver his or her Shop Steward reports for that work week to the Union hall in the jurisdiction area they are working in and the time must be agreed between the Employer and the Steward. When a signatory Employer wishes to layoff a Shop Steward during a continuous employment, the Employer must notify the Union and have a meeting on the job with the Union within twenty-four (24) hours. If termination takes place, a letter must be sent to the Union. Any job Steward who is subject to discrimination due to his performance of his duties, shall receive full protection of the Union. The Steward shall be given reasonable notice of no less than one hour, whenever any hiring, firing, layoff or overtime is contemplated.

Section 5. Reporting to Work and Leaving Work: Employees shall report to work in working clothes and employment begins at the check-in shanty at 8:00 a.m. unless otherwise noted. The

employees shall leave the locker room at 8:00 a.m., and shall be allowed time to return to the locker by quitting time as designated by established work day. All Millwrights will be given time to wrap up their tools and wash up before lunch and quitting time.

Section 6. Lay Out Work: Millwrights shall do their own layout work, including the use of optical instruments, laser or any other instruments needed.

Section 7. Insurance Coverage: The Employer or its representative shall furnish the foreman or the job Steward, at the beginning of the job, with the name of the insurance carrier, the Employer's identification number and policy number, as well as the nearest facility for medical attention and its telephone number. This information shall be posted in the office.

Section 8. Personnel Information: The job Steward shall keep a record of all employees' names and addresses, including their dates started and finished on the job, and the hours worked, which record shall be returned to the Local Union office.

ARTICLE IX

GRIEVANCE PROCEDURE - ARBITRATION

Section 1. Grievance Procedure: The grievance procedure is established to address, in a timely fashion, any undue dispute the collective bargaining agreement may impose on the Union, or an

Employer on an issue by issue basis. The Committee will meet, upon written request, by the Employer or the Union in a timely period. Such request, by fax or letter, shall state the project location, local Union, Employer, Subcontractor and brief summary of the facts and issue(s) to be discussed.

Section 2. Negotiation of Grievance: Should any dispute arise concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement or in the event that there shall exist any claim, demand, dispute or controversy between the parties hereto, the parties hereto shall first attempt to settle and adjust such dispute, claim, demand or controversy by negotiation.

Section 3. Arbitration: In the event that said dispute, claim, demand or controversy shall not be completely settled or adjusted by the Committee, the parties agree that either of them may submit the question, including any damages that have been suffered, to arbitration before Roger Maher or Robert Herzog or Joseph Lipowski or George Friedman.

(a) The arbitrator shall conduct a hearing in such manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. The arbitrator shall have the right to conduct an ex-parte hearing in the event of the failure of either party to be present at the time and place designated for the

arbitration, and shall have the power to render a decision based on the testimony before the arbitrator at such hearing.

(b) The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered.

(c) The cost of arbitration, including the arbitrator's fee, shall be borne equally by the Employer and the Union. It is the intent of the parties hereto that all disputes between them shall be submitted to arbitration and that no defense to prevent the holding of the arbitration shall be permitted. Service of any document or notice referred to above, or service of any notice required by law in connection with arbitration proceedings, may be made by registered or certified mail.

ARTICLE X

WAGES

Section 1. The Employer agrees that it will hire all employees performing jobs covered in **Article III**, for wages, fringe benefits and hours, not less than those specified herein.

Section 2. Wages shall be paid weekly on the job during working hours not later than one hour before the end of the shift.

Said wages to be paid either in cash in envelopes, upon the outside of which shall be plainly marked the Employer's name, the employee's name and number, social security number, the hours worked, all itemized deductions, and the amount of money enclosed, or by check provided that the Employer has made suitable provision locally for cashing of checks without charge to the employee and provided further that:

(a) The payroll check contains the above information as on the pay envelope. The Employer shall deliver wage checks to the employee at least one day preceding a banking day.

(b) Any deductions from wages now or hereafter required by law shall also be marked on the face of pay envelopes. This also includes deduction of taxes, for all contributions credited to the employee's Vacation Fund, as required by law. Should an employee be required to wait for his pay after the end of the shift, then as additional pay, he shall receive time and one-half (1 ½) for the first two and one-half hours of waiting on pay day or layoff, and straight time for any additional waiting time. However, such waiting time shall not exceed fourteen (14) hours, except Saturdays, Sundays and holidays. Any employee wishing to make claim for waiting time shall be required to show proof that he was actually present on the job during the waiting time claimed.

(c) The employee shall be permitted up to a maximum of thirty

(30) minutes to cash his payroll check.

(d) When a Millwright is terminated from a job, his or her wages and benefits must be paid in full at that time. If the Employer through no fault of his own cannot have the benefits there at that time, they will be allowed a twenty-four (24) hour grace period to overnight the benefits to the members home.

Section 3. When an employee is employed by the Employer to work in any of the following counties of New York State, the following daily travel rates shall apply:

ONLY TO THOSE EMPLOYEES LIVING OUTSIDE THE COUNTY IN WHICH THEY WORK.

County	Travel Pay		
Bronx	None		
Dutchess	None	=	**SEE WAGE SECTION**
Kings	None		
Nassau	$ 5.00		
New York	None		
Orange	None	=	**SEE WAGE SECTION**
Putnam	$ 8.00		
Queens	None		
Richmond	$ 3.00		
Rockland	$ 5.00		
Suffolk	$10.00		
Westchester	$ 5.00		

Section 4. Employees who are sent outside of the Greater New York Area and remain away overnight shall be paid all of their expenses while traveling as well as all of their expenses for meals and sleeping accommodations.

Section 5. All foremen shall be paid their regular wages

and contributions to the fringe benefit funds, which shall be made on their behalf for holidays occurring during the workweek.

Section 6. All First Year and Second Year Apprentices must be available for work every day of the payroll week or they will not be paid for work not performed. All first and second year apprentices shall be paid their regular wages and contributions to the fringe benefit funds shall be made on their behalf for holidays occurring during the work week. First Year and Second Year Apprentices shall be paid for all holidays occurring during the workweek.

Section 7. When Millwrights are hired and report for work and are not placed at work, unless prevented by weather conditions, they shall receive not less than eight hours' wages and benefits.

Section 8. When Millwrights report on a job, after having been requested to do so by the Employer or its representative, and they are not put out to work, because of weather conditions, the Employer shall pay to each Millwrights wages & benefits for two hours for so reporting. When an employee has started work in the morning, he shall be paid not less than four (4) hours wages and benefits. When the employee works through the morning and starts to work in the afternoon, he shall be paid a minimum of eight (8) hours pay & benefits. The number of Millwrights to be paid shall not exceed the number of Millwrights requested to report on the job

by such Employer.

Section 9. Wage rates and fringe benefit contributions within the bargaining unit shall be determined and/or re-allocated by the Union at its sole discretion. Wage rates and fringe benefits for employees within the bargaining unit shall be as follows:

Wage rates and fringe benefit contribution within the bargaining unit shall be determined and/or reallocate by Union at its sole discretion:

EFFECTIVE JULY 1, 1997 WAGES ONLY FOR DUTCHESS AND ORANGE COUNTIES NEW YORK. WAGES WILL BE PAID AT EIGHTY-FIVE PERCENT (85%) OF THE WAGES LISTED IN THIS ARTICLE, SECTION 9. FRINGE BENEFIT CONTRIBUTIONS WILL REMAIN THE SAME FOR ALL GEOGRAPHIC AREAS OF THIS AGREEMENT.

TOTAL WAGES & FRINGE BENEFITS - JOURNEYMAN MILLWRIGHT

	07/01/01	01/01/02	07/01/02	01/01/03
Total package per hr.	$59.86	$61.33	$63.09	$64.85

	07/01/03	07/01/04	07/01/05
Total package per hr.	$67.78	$70.71	$73.79

FOREMAN - $3.00 PER HR. ABOVE JOURNEYMAN SCALE
GENERAL FOREMAN - $6.00 PER HR. ABOVE JOURNEYMAN SCALE

EFFECTIVE DATES WAGE RATE PER HOUR	07/01/01	01/01/02	07/01/02	01/01/03
Journeyman	$33.74	-----	-----	-----
Foreman	$36.74	-----	-----	-----
General Foreman	$39.74	-----	-----	-----

EFFECTIVE DATES WAGE RATE PER HOUR	07/01/03	07/01/04	07/01/05
Journeyman	$----	-----	-----
Foreman	$----	-----	-----
General Foreman	$----	-----	-----

APPRENTICES

Apprentice wage increases may be deferred for reasons determined by the Joint Apprentice Committee and or it's Training Director by written notice to the Employer.

EFFECTIVE DATES WAGE RATE PER HOUR	07/01/01	01/01/02	07/01/02	01/01/03
1st yr. Apprentice 55%	$18.56	-----	-----	-----
2nd yr. Apprentice 65%	$21.93	-----	-----	-----
3rd yr. Apprentice 75%	$25.31	-----	-----	-----
4th yr. Apprentice 95%	$32.05	-----	-----	-----

EFFECTIVE DATES WAGE RATE PER HOUR	07/01/03	07/01/04	07/01/05
1st yr. Apprentice 55%	$-----	-----	-----
2nd yr. Apprentice 65%	$-----	-----	-----
3rd yr. Apprentice 75%	$-----	-----	-----
4th yr. Apprentice 95%	$-----	-----	-----

FRINGE BENEFIT RATE PER HOUR
JOURNEYMAN-FOREMAN-GENERAL FOREMAN

EFFECTIVE DATES	07/01/01	01/01/02	07/01/02	01/01/03
WELFARE	$ 8.80	-----	-----	-----
PENSION	$ 5.01	-----	-----	-----
ANNUITY	$ 5.78	-----	-----	-----
A.J.R.E.I.F.	$ 0.29	-----	-----	-----
VACATION	$ 6.04	-----	-----	-----
SUPPLEMENTAL FUNDS	$ 0.04	-----	-----	-----
U.B.C. & J.A. INT'L	$ 0.06	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$ 0.10	-----	-----	-----
TOTAL PER HOUR	$26.12	-----	-----	-----

EFFECTIVE DATES	07/01/03	07/01/04	07/01/05
WELFARE	$-----	-----	-----
PENSION	$-----	-----	-----
ANNUITY	$-----	-----	-----
A.J.R.E.I.F.	$-----	-----	-----
VACATION	$-----	-----	-----
SUPPLEMENTAL FUNDS	$-----	-----	-----
U.B.C. & J.A. INT'L	$-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$-----	-----	-----
TOTAL PER HOUR	$-----	-----	-----

FRINGE BENEFIT RATE PER HOUR 1st YEAR APPRENTICES

EFFECTIVE DATES	07/01/01	01/01/02	07/01/02	01/01/03
WELFARE	$ 8.80	-----	-----	-----
PENSION	$ 2.00	-----	-----	-----
ANNUITY	$ 3.14	-----	-----	-----
A.J.R.E.I.F.	$ 0.29	-----	-----	-----
VACATION	$ 2.95	-----	-----	-----
SUPPLEMENTAL FUNDS	$ 0.04	-----	-----	-----
U.B.C. & J.A. INT'L	$ 0.06	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$ 0.10	-----	-----	-----
TOTAL PER HOUR	$17.38	-----	-----	-----

EFFECTIVE DATES	07/01/03	07/01/04	07/01/05
WELFARE	$-----	-----	-----
PENSION	$-----	-----	-----
ANNUITY	$-----	-----	-----
A.J.R.E.I.F.	$-----	-----	-----
VACATION	$-----	-----	-----
SUPPLEMENTAL FUNDS	$-----	-----	-----
U.B.C. & J.A. INT'L	$-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$-----	-----	-----
TOTAL PER HOUR	$-----	-----	-----

FRINGE BENEFIT RATE PER HOUR 2nd YEAR APPRENTICES

EFFECTIVE DATES	07/01/01	01/01/02	07/01/02	01/01/03
WELFARE	$ 8.80	-----	-----	-----
PENSION	$ 2.51	-----	-----	-----
ANNUITY	$ 3.79	-----	-----	-----
A.J.R.E.I.F.	$ 0.29	-----	-----	-----
VACATION	$ 3.42	-----	-----	-----
SUPPLEMENTAL FUNDS	$ 0.04	-----	-----	-----
U.B.C. & J.A. INT'L	$ 0.06	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$ 0.10	-----	-----	-----
TOTAL PER HOUR	$19.01	-----	-----	-----

EFFECTIVE DATES	07/01/03	07/01/04	07/01/05
WELFARE	$-----	-----	-----
PENSION	$-----	-----	-----
ANNUITY	$-----	-----	-----
A.J.R.E.I.F.	$-----	-----	-----
VACATION	$-----	-----	-----
SUPPLEMENTAL FUNDS	$-----	-----	-----
U.B.C. & J.A. INT'L	$-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$-----	-----	-----
TOTAL PER HOUR	$-----	-----	-----

FRINGE BENEFIT RATE PER HOUR 3rd YEAR APPRENTICES

EFFECTIVE DATES	07/01/01	01/01/02	07/01/02	01/01/03
WELFARE	$ 8.80	-----	-----	-----
PENSION	$ 3.26	-----	-----	-----
ANNUITY	$ 4.72	-----	-----	-----
A.J.R.E.I.F.	$ 0.29	-----	-----	-----
VACATION	$ 4.07	-----	-----	-----
SUPPLEMENTAL FUNDS	$ 0.04	-----	-----	-----
U.B.C. & J.A. INT'L	$ 0.06	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$ 0.10	-----	-----	-----
TOTAL PER HOUR	$21.34	-----	-----	-----

EFFECTIVE DATES	07/01/03	07/01/04	07/01/05
WELFARE	$-----	-----	-----
PENSION	$-----	-----	-----
ANNUITY	$-----	-----	-----
A.J.R.E.I.F.	$-----	-----	-----
VACATION	$-----	-----	-----
SUPPLEMENTAL FUNDS	$-----	-----	-----
U.B.C. & J.A. INT'L	$-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$-----	-----	-----
TOTAL PER HOUR	$-----	-----	-----

FRINGE BENEFIT RATE PER HOUR 4th YEAR APPRENTICES

EFFECTIVE DATES	07/01/01	01/01/02	07/01/02	01/01/03
WELFARE	$ 8.80	-----	-----	-----
PENSION	$ 4.01	-----	-----	-----
ANNUITY	$ 5.74	-----	-----	-----
A.J.R.E.I.F.	$ 0.29	-----	-----	-----
VACATION	$ 4.82	-----	-----	-----
SUPPLEMENTAL FUNDS	$ 0.04	-----	-----	-----
U.B.C. & J.A. INT'L	$ 0.06	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$ 0.10	-----	-----	-----
TOTAL PER HOUR	$23.86	-----	-----	-----

EFFECTIVE DATES	07/01/03	07/01/04	07/01/05
WELFARE	$-----	-----	-----
PENSION	$-----	-----	-----
ANNUITY	$-----	-----	-----
A.J.R.E.I.F.	$-----	-----	-----
VACATION	$-----	-----	-----
SUPPLEMENTAL FUNDS	$-----	-----	-----
U.B.C. & J.A. INT'L	$-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$-----	-----	-----
TOTAL PER HOUR	$-----	-----	-----

ARTICLE XI

FRINGE BENEFIT FUNDS

Section 1. (a) Commencing on the effective date of this

Agreement and continuing to June 30, 2006, each Employer shall make contributions weekly on behalf of all employees covered by this Agreement and employed by said Employer within the geographical area covered by this Agreement, from the first day of employment, to the New York City District Council of Carpenters, Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, Supplemental Funds, and Apprenticeship, Journeymen Retraining, Educational and Industry Fund ("A.J.R.E.I.F."), and New York City and Vicinity Joint Labor Management Cooperation Trust Funds, and UBC&JA Funds all in amounts called for in **Article X, Section 9.**

(b) Each Employer shall pay all required fringe benefits weekly, which will be credited to and posted on the Employer's account. Summaries shall be remitted immediately after the close of the preceding month, together with checks covering any additional fringe benefit payments required. If summaries indicate an overpayment, the Employer shall receive credit for same, as permitted by law. Said reports shall be in such form as may from time to time be required by the Trustees of the aforesaid Funds.

(c) Each signatory Employer realizes that the failure of any Employer to make the required fringe benefit fund contributions affects the liability of all signatory Employers and decreases the benefits available to the Millwright employees of the Employer. Therefore, each signatory Employer shall make available to the

Trustees of the various Fringe Benefit Trust Funds, or their designated auditing representative, all pertinent books and records, including all cash disbursement records, required for an audit, to enable a said auditor to ascertain and to verify, independently, that the proper contributions hereunder have been paid and such records will be produced whenever deemed necessary by the Trustees in connection with the proper administration of their fiduciary responsibilities. In order to accomplish this end, it is specifically agreed that should any affiliate or subsidiary Contractor, as described in **Article IV** of this Agreement be involved with the business activities of this Employer that this Employer will make available all the pertinent books and payroll records of such affiliate or subsidiary to the auditor so that a complete audit can be conducted. The extent of the audit, and the determination as to what pertinent records are necessary to complete the audit, is in the sole discretion of the Employer/Union Trustees, so that they may independently verify that all required contributions have been made and discover the identity of all beneficiaries under the plans for which they have been entrusted, for proper administration.

Section 2. Each Employer shall make the payments as called for in **Section 1** above, by drawing a single check made payable to the order of the New York City District Council of Carpenters Benefit

Funds.

Section 3. U.B.C National Health and Safety, Apprenticeship Training, Education and Development Funds: In addition to any contribution otherwise called for herein, the parties agree that the Employer shall make a contribution of two cents (0.02) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters Apprentice & Training Fund of North America (the "training fund"). The parties also agree that the Employer shall make a contribution of two cents (0.02) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters Health & Safety Fund of North America (the "Health & Safety Fund"). The parties also agree that the Employer shall make a contribution of two cents (0.02) per hour worked for each employee covered by this Agreement to the Labor-Management Education and Development Fund. The Employer hereby agrees to be bound by the trust indenture agreement applicable to the U.B.C. National Health & Safety, Apprentice Training, and Education and Development Funds as they exist and as they may be amended or restated, and to such rules, regulation and other governing documents adopted pursuant to such trusts.

Section 4. Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust respecting each of the aforesaid Funds, which Agreement and Declaration of

Trusts are hereby made part of this Agreement and shall be considered as incorporated herein, and by all regulations and bylaws adopted by the Trustees hereof. Where not presently the case, the Trustees for each Fund shall secure the approval of the Treasury Department in order to obtain tax-exempt status therefor.

Section 5. No contributions to any of the above Funds shall be required on the premium portion of overtime hours. For the purpose of this **Section** only, all overtime hours worked shall be regarded as straight time hours.

Section 6. Whenever an Employer is in default on payments to the Fringe Benefit Funds referred to in **Article XI, Section 1** of this Agreement and reasonable notice of such default is given to the Employer, if the payments are not made, the Union may remove its members from the work of such Employer. If such men who are removed remain at the job site during regular working hours, they shall be paid for lost time not to exceed three days' pay.

Section 7. When the Trustees of the Fringe Benefit Funds specified in **Article XI, Section 1**, send a duly designated representative or representatives of the Trustees for the purpose of auditing an Employer's books and records when an appointment has been scheduled, and the auditor or auditors cannot start at the scheduled time and date, and must return on another time and date, then the Employer shall pay the expense of the auditor or auditors.

The amount of this expense shall be One Hundred ($100.00) Dollars per auditor per day.

Section 8. It shall be a violation of this Agreement for any signatory Employer or Subcontractor to fail to furnish proper records when requested for the purpose of completing an audit. The Union shall have the right to remove all of its members from the offending Employer upon 24 hours' notice. If such persons who are removed remain on the job site during regular hours, they shall be paid for lost time not to exceed three days' pay.

Section 9. In the event the Employer does not make the payments as specified in **Section 1**, it is agreed that the Employer shall be liable for liquidated damages of ten (10%) percent of the amount owing, and, if the Employer is a corporation, interest at the rate of ten (10%) percent per annum of the amount owing or at the maximum legal rate, whichever is greater. If the Employer is not a corporation, interest shall be at the maximum legal rate. This provision shall not be construed as an exclusive remedy for delinquent contributions.

Section 10. Any references to this collective bargaining agreement or any rider thereto to arbitration of any dispute shall not be binding upon the New York City District Council of Carpenters' Pension, Welfare, Annuity, Vacation and Apprenticeship, Journeymen Retraining, Educational and Industry Funds, and New York

City and Vicinity Labor Management Cooperation Trust Fund ("Benefit Funds") unless the Benefit Funds consent in writing to submit the dispute to arbitration.

Section 11. Supplemental Funds: The contribution to the Supplemental Funds shall be allocated in the following manner:

Carpenters Relief and Charity Fund
TWO AND ONE-HALF CENT($0.025) PER HOUR

District Council Scholarship Fund
ONE AND ONE-HALF CENT ($0.015) PER HOUR

The Supplemental Funds shall be established in accordance with applicable law, and any employee's authorization that is required shall be secured by the Union.

(a) Carpenters Relief and Charity Funds: The purpose of the Carpenters Relief and Charity Funds is to enable the parties to make charitable donations in the name of the carpentry industry from time to time. Said donations shall be made to duly recognized tax exempt institutions within the meaning of the Internal Revenue Code and to provide emergency assistance to bona fide victims of disaster, catastrophe, and community projects for the good of the general public. The contributions shall be included in the payment of the Fringe Benefit Stamp. The Fund shall be administered by two persons, one designated by the Union. Both shall serve without pay and shall be bonded to the extent required by law. All monies received by the Funds shall be deposited in a bank selected by the

two administrators and shall be disbursed only by check signed by both administrators. At least once a year the entire balance of the Fund on hand shall be disbursed to organizations and persons who meet the qualifications set forth above. The administrators shall keep such books of record as permitted by law. Once a year the administrators shall account for all monies received and disbursed.

It is agreed that all contributions are due and payable to the District Council Fund Office as called for in this Agreement for the other fringe benefit funds and the Employer does hereby authorize said area Fund Office to forward said contributions to other Fund Office in such manner as the Trustees of said fund shall reasonably require.

Section 12. (a) Should any dispute or disagreement arise between the parties hereto, or between the Union and any signatory Employer concerning any claim arising from payment to the Fund of principal and/or interest which is allegedly due, either party may seek arbitration of the dispute before the impartial arbitrator designated hereunder by filing a notice of intent to arbitrate in writing with said impartial arbitrator and serving a copy of said notice on the Employer, or the Union, as the case may be. Unless a waiver is mutually agreed to in writing by the parties hereto, a hearing shall be convened as soon as practicable, and the

arbitrator shall submit his award within twenty (20) days after the close of the hearing. The arbitrator shall have full and complete authority to decide any and all issues raised by the submission and to fashion an appropriate remedy including, but not limited to, monetary damages and all other remedies permitted by federal or state law. The arbitrator's award in this regard shall be final and binding upon the parties hereto and the individual Employer, if any, and shall be wholly enforceable in any court of competent jurisdiction. The cost of the arbitration, including the fees to be paid to the arbitrator, shall be included in the award and shall be borne by the losing party.

(b) Roger Maher is hereby designated as impartial arbitrator hereunder. In the event Roger Maher is unwilling or unable to serve as impartial arbitrator, then Robert Silagi, Robert Herzog or Joseph W. Lipowski shall serve as impartial arbitrator in his place and stead.

(c) The agreement of the parties to submit matters regarding the payment of contributions to an arbitrator does not excuse an Employer from any statutory, civil or criminal liability which may attach to its actions under municipal, state or federal law. The submission of a matter to arbitration is in no way meant to affect the right of the Union to remove its members from an Employer's premises, as provided for in this Agreement.

Section 13. The signatory Employers shall continue to adhere to the Stamp Plan previously established providing for the payment of contributions to the Welfare, Pension, Vacation, Annuity, A.J.R.E.I.F., New York City and Vicinity Labor Management Cooperation Trust Fund, UBC & JA Funds, and Supplemental Funds or to such other plan that the Trustees of said Funds shall adopt.

Section 14. Effective July 1, 1996 The parties to this Agreement recognize the New York City and Vicinity Carpenters Joint Labor Management Cooperation Trust Fund. The Committee will be funded by contributions paid through the Trust Funds Stamp Plan. Said donations shall be made in accordance with all applicable Federal and State Laws pertaining thereto.

ARTICLE XII

BONDING

Section 1

An Employer is required to post a bond as set forth in **Article XII, Section 5** of this agreement to guarantee payment of contributions to the Funds as provided for in **Article XI.**

Section 2 - Employer's Acknowledgment of Prompt Payments to the Funds

The Employer further acknowledges and the parties agree that prompt payment of fringe benefit contributions is essential to the proper

administration of the Agreement, the appropriate funding and actuarial soundness of the Funds and the timely payment of benefits to participating employees. The Employer agrees to comply with the Funds' Collection Procedures, as may be adopted by the Board of Trustees, including responding to information and other requests on a timely basis, promptly including but not limited to permitting and cooperating with an audit. When a signatory Employer owes to the Benefit Funds an amount greater than the face amount of its bond, the bond must be increased to cover such indebtedness. An Employer determined to be delinquent shall be required to make weekly cash payments to the Funds by certified check to cover on-going contribution obligations. If this is not done, the Union at its discretion may remove all of its members from the employ of that Employer.

Section 3 - Job Action for Non-Complying Employer

The Employer agrees to provide a bond in such amounts as provided for here in **Article XII** relating to Bonding before commencing any work. In the event that the Employer fails to provide such bond within seven (7) days of commencing work, the District Council may consider the Employer in default and remove its members, upon reasonable notice, from each of the Employer's job sites. If the members remain on the site, they shall each receive no more than three (3) days of wages and fringe benefit contributions during

such job action.

Section 4 - Personal Liability of Shareholders, Officers, Other Individuals

(A) In the event that the Employer fails for any reason to satisfy the Bonding requirement provided for here in **Article XII**, the Employer agrees that its shareholders, officers, and individuals who are empowered to execute agreements, sign checks and pay fringe benefit contributions shall be personally liable, jointly and severally, for all unpaid amounts due and owing to the Funds, including but not limited to interest, liquidated damages, auditors' costs, attorneys' fees and costs to collect the same.

(B) **No Limitations**

This **Section** shall in no way relieve or excuse any Employer of the obligation to provide the required Bond regardless of the business form under which the Employer does business, nor shall this provision limit the personal liability of any corporate officers or shareholders based on operation of law.

(C) **Application to Non-Complying Employer**

Any Employer commencing work in violation of this **Section** shall be in violation of **Article XI** relating to the Funds.

Section 5 - Bond Amount

The Funds' Trustees shall determine the amount of Bond the Employer is required to provide, but such amount shall be no less than an

amount equal to sixty days of estimated contributions.

The Employer shall provide a Bond in the minimum amounts as follows:

Number of Employees	Bond Amount
1-3	$ 10,000.00
4-7	$ 15,000.00
8-15	$ 20,000.00
16-20	$ 30,000.00
21-25	$ 75,000.00
26 or more	$125,000.00

The Funds may seize the bond if the Funds determine that the Employer has failed to make required contributions to the Funds or if the Employer has violated the Funds' Collection Procedures. The amount of the bond shall be subject to increase or decrease, in the discretion of the Trustees, depending on the number of employees employed on a particular job site or period.

ARTICLE XIII

MISCELLANEOUS CONDITIONS

Section 1. The Employer agrees that this Agreement will run to and for the benefit of any other corporation or company which may exist or be formed or in which the Employer may have a substantial financial interest, if such subsidiary is engaged in building construction work covered by this Agreement.

Section 2. The Employer agrees that it will be responsible and liable for payment of all wages and fringe benefits for any

Subcontractor which is engaged by the Employer to perform work at one of its job sites.

Section 3. The use of safety equipment and appliances furnished by the Employer is mandatory, and the failure to employ the use of such equipment and appliances, after due warning, is just cause for dismissal.

Section 4. If any employee is required to use powder-actuated tools, he is to be qualified to use said powder-actuated tools by securing from the tool manufacturer an operator's card or similar proof of qualification, and the Union shall cooperate with the Employer and the tool manufacturer in having the employee expeditiously qualified. No powder-actuated tools shall be used that have not been previously approved by the State Board of Standards and Appeals.

Section 5. There shall be no lost time in wages to any employee on the day of injury when immediate medical attention is required to said employee while working on the Employer's job, provided the employee submits a note from the doctor or clinic, stating that the employee cannot work that day.

Section 6. The consumption of intoxicating beverages or use of illegal drugs on a job site is prohibited. Violation of this rule, after due warning, is just cause for dismissal.

Section 7. Every signatory Employer party to this contract

shall notify the District Council on its specified form, by fax, certified mail, or telephone, of the awarding of any contract on which any of the work described in **Article III** hereof shall be performed by said Employer or a Subcontractor. Said notice shall include the location of the job, the name and address of the Contractor or Subcontractor involved, and the identity of the General Contractor. The District Council shall then provide the Employer with a specified job identification number for that specific job. This identification number will be utilized for the District Council job referral list, Steward's reports, and summary/remittance reports. In addition, the Foreman, General Foreman and/or the first employee is required to report his/her presence on said jobsite and obtain this identification number.

Failure to comply with this **section,** shall be a breach of this Agreement and shall authorize the Union to remove its members from any job on which said Contractor or Subcontractor has not complied with this notice. The aforesaid notice shall be given within thirty (30) days of the award of a contract, and in any event, prior to the commencement of work, or after the cessation of work, prior to the recommencement thereof. It is understood that the provisions of this **section** will be strictly enforced by the Employer, as set forth above, a pre-job conference will be held, if one is requested by the Union. The Employer shall fax a notice of

job closure to the District Council to signify the completion of the job.

Section 8. The Employer shall provide a suitable locked tool shed or room of sufficient size or other suitable place for the use of the employees covered by this Agreement to keep or store their tools and clothes and eat lunch. This area shall be properly heated and lit. The door shall be so constructed that the hinges and hasps cannot be removed from the door without breaking the door. Such tool shed or room shall not be used for the storage of any other materials. Where such storage facilities are provided, the Steward 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. The Employer shall furnish a suitable tool shanty on every fifth floor on all jobs over ten floors in height.

Section 9. When work is such at the construction site that an area is necessary to house, protect, repair, maintain, or store tools and materials to be used by Millwrights, said area, fabricating shop, or tool room will be manned by Millwrights. When work is such that it requires an Expeditor to catalogue and store component parts or material installed by Millwrights, Millwrights shall perform such work.

Section 10. The Employer shall reimburse each employee for any

of the tools or clothing which are destroyed by fire or any Act of God, or which may be stolen or damaged on the project site, provided, that if the Employer has complied with the provisions of **Section 8 of this Article**, the Employer shall be responsible and liable for such loss or injury only if it occurs while such tools or clothing are in the tool shed or tool room, and provided further that the Employer's liability shall be limited to not more than the following:

Tools	$750.00
Overcoat	$150.00
Other Clothing	$150.00
Shoes	$125.00

Employees shall be advised by the Shop Steward not to keep any excess tools on the job site. All personal tools of the employee which are broken while performing special work at the direction of the Employer will be replaced by the Employer. A committee consisting of the Steward, the Millwright involved and the Employer representative shall decide the value of tools destroyed, damaged or broken. The decision of a majority of said committee shall be binding on all parties. Upon request of the Employer at the start of his employment, the Millwright or apprentice shall submit a complete list of his tools to the Employer. The Employer shall be held responsible, without proof of negligence, and all missing or damaged tools or clothing shall be replaced by the Employer within fifteen (15) days. Failure to pay the determined sum within the

fifteen (15) day period shall result in interest being added in the amount of eight (8%) percent from the 15th day.

Section 11. Tools belonging to the employees which are dulled on the job shall be reconditioned at the expense of the Employer on the job site.

Section 12. When an Employer enters into a Joint Venture with an Employer who is not bound by this Agreement, then said Joint Venturers shall sign an Agreement as Joint Venturers with the Union before they can employ any members of the Union. Each Joint Venturer shall comply with the bonding provisions in **Article XII.**

Section 13. Where for the benefit of an Employer, an employee must cross a body of water in order to reach the job site and there is no public transportation available to said site, then it shall be the duty of the Employer to provide adequate safety and comfort for the employee's transportation. The Employer shall protect such employee under a policy of public liability insurance or any other insurance required by law for any public conveyance. Such certificate shall be posted in a conspicuous place, on any conveyance used by the Employer. Should such transportation, whether private or public, require extraordinary fare, such fare shall be paid by the Employer. The employee shall not leave the shore opposite the job site earlier than a shift start and shall return to the same shore not later than an end of shift, unless

otherwise noted.

Section 14. When the Employer does any work outside the geographical jurisdiction covered by this Agreement, it shall conform to the wages and other terms of employment that exist between the Employers and employees of such jurisdiction. Such local wages, however, shall not apply to employees hired in this jurisdiction covered by this Agreement, to work outside this geographical jurisdiction covered by this Agreement.

Section 15. Where the Employer requires a Millwright to possess a burning or fire watch license as a condition of employment, the Employer shall compensate the Millwright for the cost of such licensing and for all time lost during the workday for testing and obtaining the required license.

Section 16. Where Millwrights are employed at an airport, it shall be the obligation of the Employer to provide free parking either at the airport or at a nearby parking lot with free bus transportation to and from the lot to the work site. The employee's work day begins at 8:00 a.m. at the parking lot and ends at 4:30 p.m. at the parking lot, unless otherwise noted. In the event free parking is not provided, then the Employer shall pay for the parking of the vehicle utilized by its Millwright employees.

Section 17. All titles in this Agreement are included for purposes of guidance only and shall not be construed to control the

parties' intentions as provided in the express terms of this Agreement.

Section 18. There will be no quotas imposed on Millwrights working on a jobsite.

Section 19. All Millwrights will be allowed a ten minute coffee break in the morning. This will also be allowed in the afternoon when working 40 hours.

Section 20. Any Employer found guilty of offering cash to Millwrights for hours worked shall pay a fine of five thousand ($5,000.00) dollars to the Carpenter's Relief and Charity Fund after he has paid monies that were due to the Benefit Funds. This will be decided through the Collective Bargaining Agreement grievance and arbitration claus.

ARTICLE XIV

SAVINGS CLAUSE

If any court of competent jurisdiction decides that any clause or part of this Agreement is unconstitutional or illegal, or should any clause or part of this Agreement is found contrary to present or future laws, it shall not invalidate remaining provisions of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the industry, as permitted by law.

ARTICLE XV

TERM - RENEWAL

This Agreement shall be binding on the Employer and the Union, their successors and assigns. The duration of this Agreement shall continue until July 1, 2006 and shall be renewed automatically for one year intervals thereafter unless notice to the other at their last known address has been provided by either party by certified and regular mail no more than ninety (90) days nor no less than sixty (60) days before the contract expiration that such party seeks to negotiate a new contract or modify or amend this Agreement through negotiations.

ARTICLE XVI

RETROACTIVITY

It is mutually agreed that all wages, fringe benefits and conditions provided for in this Agreement shall be retroactive to July 1, 2001.

ARTICLE XVII

EFFECTUATING CLAUS & SIGNATORIES

The parties hereto make and enter into this Agreement, in witness whereof, we, their duly authorized and empowered representatives, have hereunto set our hands and seal this 1st day of JULY, 2001.

For the Employer:

By: _____ _____
(Signature) (Title) (Print Name) (Date)

For the Union:

DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA

By: _____

For and On Behalf of Millwright
Local Union 740:

By: _____ Date: _____

The Employer herein, hereby acknowledges receipt of copies of the Agreement and Declaration of Trust of the New York City District Council of Carpenters Welfare Fund, Pension Fund, Apprenticeship, Journeymen's Retraining, Educational and Industry Fund, Vacation Fund, Annuity Fund, Supplemental Funds, United Brotherhood of Carpenters and Joiners of America Fund, New York City and Vicinity Joint Labor Management Cooperation Trust Funds.

For the Employer:

By: _____ _____
(Signature) (Title) (Print Name) (Date)