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Title: **Contractors Association of Eastern Pennsylvania and Metropolitan Regional Council of Philadelphia and Vicinity, United Brotherhood of Carpenters and Joiners of America (UBC), (2006)**

K#: **8810**

Employer Name: **Contractors Association of Eastern Pennsylvania**

Location: **PA Eastern**

Union: **Metropolitan Regional Council of Philadelphia and Vicinity, United Brotherhood of Carpenters and Joiners of America (UBC)**

Local:

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **4500**

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THIS AGREEMENT, entered into this 1st day of May, 2006 by and between THE CONTRACTORS ASSOCIATION OF EASTERN PENNSYLVANIA, (hereinafter referred to as the "Employer"), and the METROPOLITAN REGIONAL COUNCIL OF PHILADELPHIA AND VICINITY of the UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, (hereinafter referred to as the "Union", or the "Council"), acting for and on behalf of itself and of all the Local Unions of the United Brotherhood of Carpenters & Joiners of America, located and having jurisdiction in the Counties of Philadelphia, Delaware, Montgomery, Chester, Bucks, Lehigh and Northampton in the Commonwealth of Pennsylvania; the Counties of New Castle, Kent and Sussex in the State of Delaware; and in northern Cecil County and the Counties of Kent, Queen Annes, Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland and their present and future members, and of other employees (as hereinafter defined) of the Employer.

This Agreement is negotiated by the Contractors Association of Eastern Pennsylvania, as Negotiating Agent only for its principals; that is, its present and future members, hereinafter referred to as the Employer. For any breach of this contract the liability of said members shall be several not joint; and the liability of the Contractors Association of Eastern Pennsylvania shall be only that of a Negotiating Agent, acting without liability for the acts of its individual members.

It is understood that the above named Council is acting only as Agent in the negotiation of this contract. In no event shall the Council be bound as principal or be held liable in any manner for breach of this contract.

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

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

It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the Contractors and the Unions during the term of this Agreement and any renewal thereof.

This Agreement may be modified by mutual consent in writing by the parties hereto.

WITNESSETH:

ARTICLE 1

Term of Agreement

(a) This Agreement shall be binding upon both parties hereunto, as well as upon their respective principals, and upon the respective successors and assigns of said parties for the period beginning May 1, 2006 and ending at Midnight of April 30, 2009 without change or modification except as hereinafter specifically provided, and thereafter from year to year, unless either party hereto shall notify the other in writing at least ninety (90) days prior to the expiration of the term, or of any extended term, of this Agreement of an intention to change or amend any of the provisions of this Agreement upon expiration of its term or of any extended term thereof. Such notice shall be served by certified mail postmarked not less than ninety (90) days prior to such expiration date.

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

term, or of the then current extension of the term of this Agreement, unless extended by mutual agreement in writing of the parties hereto.

ARTICLE 2

Employees and Employers Covered by this Agreement (Jurisdiction and Conditions)

(a) This Agreement shall apply to all Carpenters whether Journeymen, Apprentices, Foremen, or Superintendents, who perform any work on Heavy and Highway Construction, within the jurisdiction of the Council and the United Brotherhood of Carpenters & Joiners of America.

(b) Contractor, where used in this Agreement, means any contractor engages in (1) "Heavy Construction" or (2) "Highway Construction" work, but does not mean or include any Contractor engaged in "Building Construction."

It is understood that the construction of sewage disposal plants, filtration plants, and pumping stations shall come under this Agreement.

(c) This Agreement is not to apply to any operations or business in which the Contractor engages, except his Heavy and Highway Construction Work.

(d) Workmen are to be paid the wages applicable to the work performed and, in return, the Employer is to receive a fair and honest day's work without any

slowing down or stoppage of work.

The Employer may discharge any workman for just cause, whose work is unsatisfactory, or who fails to observe the safety precautions, or other rules and regulations prescribed by the Employer for the health, safety and protection of his workmen. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. The number of men to be employed is also at the sole discretion of the Employer.

(e) 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 counties of Lehigh and Northampton in the Commonwealth of Pennsylvania; then all such work shall be performed in accordance with the terms and conditions of this Agreement, except that the wages and fringes provided for in the Lehigh Valley Carpenters Local Union 600 collective bargaining agreements shall apply. In the event that an employer bound hereby shall perform work within the meaning of this contract within the counties New Castle, Kent and Sussex in the State of Delaware; and in northern Cecil, Kent, Queen Annes, Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland, then all such work shall be performed in accordance with the terms and conditions of this Agreement, except that the wages and fringes provided for in the Delaware Carpenters Local Union 626 collective bargaining agreements shall apply:

(f) 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.

(g) 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.

ARTICLE 3

Working Hours and Holidays

(a) All work over eight (8) hours per day, Monday through Friday, or forty (40) hours per week, Monday through Friday, shall be paid for at one and one-half times the straight time rate, except as provided for in paragraphs (b) and (c). Eight consecutive hours between 6:00 A.M. and 5:30 P.M. interrupted by a lunch period, started 4 hours from the starting time, of thirty (30) minutes shall constitute the normal day's work and the regular and normal hours within which such work shall be performed. Monday through Friday shall constitute the regular and normal work week. The Metropolitan Regional Council and the Job Steward shall be advised in advance of all overtime.

(b) All work on the following holidays Memorial Day, Independence Day, Thanksgiving Day, Christmas Day and New Year's Day shall be paid for at the rate of double time.

(c) Labor Day shall be a paid holiday consisting of one (1) days compensation for all payments required under this agreement. An employee laid off one (1) calendar week or less prior to Labor Day and reinstated or rehired by the Employer within one (1) calendar week following Labor Day or for whom a substitute is hired within one (1) calendar week after such paid holiday shall be entitled to pay in the amount provided for such holiday as though his employment

had not been interrupted. Employee shall not be paid for said holiday unless he works the last scheduled work day before the holiday and the first scheduled work day after the holiday.

(d) All work performed on Sunday shall be paid for at double time.

(e) All work performed on Saturday shall be paid for at time and one-half the straight time rate except as provided for in paragraph (b).

ARTICLE 4

Wage Rates

(a) The "Straight Time" wage rate for regular day shift hours for Journeyman-Carpenter shall be:

FROM	THRU	HOURLY RATE
5/1/06	4/30/07	\$34.15
5/1/07	4/30/08	\$ 3.30 per hour
5/1/08	4/30/09	\$ 3.35
		increase - to be divided between wages and fringes.

(b) All Toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies.

On hazardous waste removal work, on a state or federally designated hazardous waste site, where the

Carpenter is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Carpenter shall receive the hourly wage plus an additional twenty percent (20%) of that wage.

(c) The minimum "Straight Time" rate of pay for regular day shift hours for Foreman shall not be less than fifteen percent (15%) above the Journeyman-Carpenter wage rate.

(d) All employees shall be paid weekly, before quitting time, and in cash or by check on the job site. The Employer will have the option of withholding no more than three (3) days pay. If a workman is discharged, he must be paid within one (1) hour of the time of discharge, and shall be paid straight time for any time he is required to wait beyond such one (1) hour. This shall be construed to apply to normal working hours. An itemized statement shall be included in the pay envelope or upon check stub. Payment of wages shall be made in cash or by check, if the Employer has posted a bond or cash in an amount sufficient to cover its payroll. Bonding requirements for payment by check may be waived where the Union is satisfied concerning Employer's financial responsibility. Such a waiver is automatically revoked if an Employer presents a check in payment of wages for which funds are not available.

(e) If a workman quits of his own accord, he shall wait for his pay until the next regular pay day. When the Employer orders a man or men through the union,

and these men appear on the job, shift, or work, at the time ordered they must be put to work, or paid no less than eight (8) hours time.

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

(1) a portion of the wages provided herein shall thereafter be paid to the fringe benefit funds provided in Article 5 (Joint Apprenticeship Committee), Article 16 (Health and Welfare Fund), Article 17 (Pension and Annuity Fund), Article 25 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund), and Article 26 (Carpenters Savings Fund) as if fully set forth in that Article; or

(2) the existing Employer contributions to those aforementioned Funds otherwise provided in the Agreement shall be amended between and among those Funds in such manner as the Council should deem appropriate, provided only that such reallocation of fringe benefit contributions shall not significantly impair the financial or actuarial soundness of the affected Funds.

ARTICLE 5

Apprentices

(a) The Employer shall participate in the apprenticeship training program and employ apprentices as directed by the Carpenters Joint Apprenticeship Committee, of Philadelphia and

Vicinity. Consideration should be given to keep apprentices during inclement weather.

(b) 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 herein.

(c) Effective not later than the term commencing September, 1961, all apprentices shall attend day school classes instead of evening school classes as part of their apprentice training.

(d) It is hereby confirmed that the authority of said committee includes the authority to amend the Standards of Apprenticeship to include, or to adopt, a rule or regulation, which, when adopted, shall be binding upon the Employer. The Committee shall make the apprenticeship training program available to the Employer under this Agreement and said Employer shall be obligated to pay to said Committee or its designee such amount as the Committee shall determine to be proper and in proportion to the cost of training apprentices employed on other than commercial, industrial or institutional building construction.

(e) The minimum straight time wage rate for apprentices shall be in accordance with the following schedule of apprentice wages.

(e) Effective 5/1/06 all Apprentices shall receive pension contributions equal to the Journeyman Pension Rate.

**% OF JOURNEYMAN CARPENTER'S
WAGE RATE**

	Rate	Rate		
6 Month	Effective	Effective		
Periods	Schedule	5/1/06	5/1/07	5/1/08
1st Period	50%	\$17.08		
2nd Period	56%	\$19.13	TO	
3rd Period	62%	\$21.18		
4th Period	68%	\$23.23	BE	
5th Period	74%	\$25.28		
6th Period	80%	\$27.32	DETERMINED	
7th Period	86%	\$29.37		
8th Period	92%	\$31.42		

ARTICLE 6
Shift Work

Where it is necessary to work more than one shift, the period of work, or shift, whose regular hours fall nearest to 7:00 A.M. to 5:30 P.M. shall be known as the day shift, and the other shift, or shifts, shall be known as "extra shifts." When the Employer requires an extra shift, or shifts, he shall give at least twenty-four (24) hours notice (except in the case of emergency) to the Council's office or to the Business Representative of the Council, of his intention to institute such extra shift, or shifts.

In case of emergency, Employers shall give notice

as promptly as possible. In such case of emergency, the Employer shall have the right to assign the shift work to journeymen currently employed on the project, or engage such additional employees that may be required.

Where the contract between the Employer and the owner, or job conditions require it, an extra shift, or shifts, may be employed without the existence of a day shift. Notice of the reason for such a shift program shall be given to the Council or the Business Representative.

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 5:30 P.M. of one day and 7:00 A.M. of the next succeeding day shall be known as an extra shift. It is understood that where an extra shift has been established which begins after 4:30 P.M., 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 the holiday shall, however, be paid for at twice the extra shift rate.

It is understood that where an extra shift has been established which begins after 4:30 P.M., 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 the holiday shall, however, be paid for at twice the extra shift rate.

(e) The rate of pay for the extra shift, or shifts, other than the day shift shall be Fifty Cents (\$.50) per hour above the rate specified in Article 4, Section (a) and (b).

(f) Work in excess of 8 hours on an extra shift or shifts shall be performed at the pay rate of one and one-half times the extra shift rate. Work performed on Sundays and holidays as specified in Article 3 on an extra shift shall be at the pay rate of double the extra shift rate.

ARTICLE 7

Labor Saving Machinery

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

ARTICLE 8

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) Each employee shall be guaranteed a minimum of two (2) hours compensation at the proper rate when ordered to report for work, unless prevented

from working due to conditions beyond the control of the Employer. However, if the employee cannot be put to work due to inclement weather, he shall be guaranteed one (1) hour compensation at the proper rate for reporting time if ordered to report for work at the regular starting time. Employee shall remain on the job and be available for work in order to receive this reporting time. If requested to stay on the job beyond one (1) hour, he shall be paid for the elapsed time.

Carpenters working in a composite crew with Iron Workers shall be paid the same rate per hour as the Iron Worker working in composite crew. They shall be guaranteed a minimum of two (2) hours compensation at their regular rate, even though they are prevented from working by inclement weather.

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

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

ARTICLE 9

Tools - Clothing — Storage - Loss

(a)The Employer shall provide a tool shed and suitable room of sufficient size for the use of all Carpenters', both when the project is operating and when it is not operating, and such tool shed and

carpenter's room shall not be used for the storage of any other materials. The Steward on the job shall be furnished with keys to the tool shed and to the Carpenter's room. The employees will store their tools not actually being used by them at any time. The Employer shall also provide suitable drinking water in an acceptable container with sanitary individual cups, and provide ice water when the temperature rises above 65 degrees. Any violation of this provision without prompt and reasonable effort to remedy the violation by the Employer shall be sufficient cause for the withdrawal of labor, notwithstanding the provision of Article 14. If such withdrawal should be implemented by the Council, affected Bargaining Unit Members shall be compensated at the normal hourly rate of pay, until such time the violation is corrected.

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

The Employer shall reimburse each employee for any of his tools which are destroyed on the project site by fire or other act of God, or which, while the project is not operating are lost, stolen, destroyed or damaged on the project site, or the Employer may, at its option, replace such tools with the same make and model tools, or equal; provided that if the Employer has complied with the provisions of Section (a) above, he shall be liable for such loss or injury only if it occurs when such tools or clothing are in the place

designated by the Employer for storage; and provided further, that the Employer's liability shall be limited to not more than \$700.00 for any single loss of injury to tools, and not more than \$200.00 for any single loss or injury to clothing; provided further that after the employee has supplied the tool list this limitation of liability shall not apply, and the employee shall receive reimbursement for or replacement of all listed tools.

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

ARTICLE 10

Disputes

Disputes involving work jurisdiction shall be resolved in accordance with the Jurisdictional Disputes Procedures set forth in the "Policy and Plan of the National Joint Heavy and Highway Construction Committee" as revised April 9, 1965.

These procedures are listed below:

When disputes occur, efforts shall be made to resolve them by the representatives of the local unions at the local level.

If no adjustment can be arrived at by the local representatives within five (5) days, the disputes shall

be jointly submitted, in writing, to the respective International Unions, who shall refer same to their respective area representatives for adjustment.

In the event no adjustment can be arrived at under Step #2, then the respective International unions in dispute shall refer the dispute to the National Joint Heavy and Highway Construction Committee, for adjustment.

During all these steps, there shall be no stoppage of work, or threats of stoppage of work, by any of the affiliates of said Organizations.

ARTICLE 11

Federal/State Laws Conformity

The hiring of new workmen and the discharging of employees upon the request of the Union shall be in accordance with the National Labor Management Relations Act of 1947 and amendments thereto.

The provisions of this Agreement shall be subject to any changes as mutually agreed to or made necessary by reasons of enactment of Federal or State legislation.

If an Employer enters into a contract with the United States or the State, or political subdivision thereof, for the performance of any public or semi-public work, it is understood that any provisions of this Agreement which are at variance with the provisions of such contract shall be considered modified or eliminated in

order to conform to the provisions of such contract; provided, however, that this shall not apply so as to reduce any rates of pay scheduled in this Agreement, unless both parties hereto shall agree in writing to such reduction in wages or modifications of working conditions.

ARTICLE 12

Subcontracting of Job-Site Work

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.

ARTICLE 13

Hiring Procedure

The Employer agrees that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, that he will not discriminate against applicants because of membership, or non-membership, in the Union. Each employee shall, as a condition of employment thereafter, become and remain a member of the Union for the term of his employment on and after the 7th calendar day after his employment by a Contractor in the area covered by this Agreement if he passes an examination to qualify as a Carpenter.

No employee or applicant for employment shall be discriminated against by reason of race, religion, color,

sex, age or national origin and the parties hereto agree to comply with any and all State and Federal laws, rules and regulations promulgated pursuant thereto, guaranteeing civil rights and liberties to all persons.

ARTICLE 14

Arbitration

(a) Should differences of any kind arise (except jurisdictional disputes) between any Contractor and the Council or Members thereof, it is specifically agreed that there will be no lockouts, strikes, or stoppage of any work of any sort and all grievances and complaints which the parties involved are unable to adjust shall be submitted to the Arbitration Board for settlement. Violation of payment of rates of pay and overtime work, as provided in this Agreement, shall not be considered as subject to arbitration but such disputes shall in no case be the subject for arbitrary action on the part of either party unless first submitted to the Council and the Association.

This is an Arbitration Agreement and all differences must be arbitrated and the decision of the Arbitrators shall be final and binding on the parties hereto, and there shall be no stoppage of work during such arbitration.

In the event of differences arising under this Agreement, an earnest effort shall first be made to settle such differences between the individual Contractor and his employees.

Arbitration proceedings shall follow the rules of procedure set up by the American Arbitration Association. In the event an Arbitrator is necessary, he shall be picked from a list furnished by the American Arbitration Association; he shall be familiar with conditions in the industry and will be prohibited from making any additions or deletions from the Agreement as adopted by the Employer and Council. The decision of the Arbitrator shall be final and binding on both parties.

The arbitration expenses of the impartial Arbitrator shall be borne equally by the two parties.

In the event that the Arbitrator shall determine that either party acted in bad faith with regard to the facts underlying the issues or with regard to conduct occurring prior to or during the proceedings, the Arbitrator is empowered to assess all or a portion of the fees and expenses incurred in the preparation and presentation of the case and reasonable attorney's fees as an element of damage. Furthermore, should the Arbitrator direct a financial remedy, such remedy shall commence to run from the date of the violation and shall bear an interest rate from that date to date of payment equal to six percent per year, compounded monthly from the date that the violation occurred to the date that the payment is made.

ARTICLE 15

Council's Business Representatives

(a) The Council shall select representatives who will

confer with the Employer on all matters pertaining to this Agreement.

(b) The authorized representatives of the Council may visit jobs during working hours, but must not hinder or interfere with the progress of the work. The Business Representative shall have the right to place a working Shop Steward on all jobs requiring three (3) or more men. The Employer agrees to employ the Steward prior to the fourth (4th) employee hired on the job. (Excluding Layout persons).

The Steward's duties shall be to examine the Union credentials of the workmen of his trade on the job, on the Employer's time, and he shall be allowed sufficient time to perform his duties, at a time to be agreed upon by the Employer.

Should any violation of any nature arise, it is the Steward's duty to report same to his Business Representative.

A Steward shall have absolutely no authority to call or cause a work stoppage.

ARTICLE 16

Health & Welfare Fund

Section 1. The Employer shall, on or before the tenth day following the end of each payroll week, pay to Mellon Bank or to such other corporate fiduciary as shall be from time to time mutually agreed upon by the Association and Council (any of which is hereinafter

referred to as the "Depository" or "Trustee"), a sum as specified in Section 2 for each hour (whether regular time or overtime) for which wages or any type of compensation payable (under this Agreement) are payable during such payroll week to any employee, as the term employee is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked."

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

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

Section 3. (A). A trust heretofore established and known as "Carpenters Health and Welfare Fund of Philadelphia and Vicinity" shall continue to provide (out of the monies paid into said Fund and out of the income from the investment of said monies), for the sole and exclusive benefit (1) of employees and their dependents, and (2) of the "Participants," as hereinafter defined, and their dependents, such of the following benefits and services as the Council may from time to time, subject to the conditions set forth in the Agreement and Declaration of Trust, established pursuant to the Collective Bargaining Agreement of February 8, 1960, by the Carpenters and the General

Building Contractors Association, determine: Medical care, hospital care, compensation for injuries or illness, death benefits, vacation benefits, disability and sickness benefits, accident benefits, and any like benefits, and insurance to provide any or all of the foregoing benefits and services.

(B). The Carpenters' Health and Welfare Fund of Philadelphia and Vicinity shall be administered and maintained pursuant to the terms of "Schedule A" attached hereto.

ARTICLE 17

Pension and Annuity Plan and Excess Benefit Fund

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

Effective 5/1/06 all Apprentices shall receive

pension contributions equal to the Journeyman Pension Rate.

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

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

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

ARTICLE 18

Work Dues and Jobs Recovery Dues Check-Offs and Union Security

Work Dues and Jobs Recovery

(a) 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 in the sum as certified by the Council for each hour worked (whether regular time or overtime), for which wages or any type of compensation, payable under this Agreement, 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.

Work Dues and Jobs Recovery

(b) Each such Employer shall, within ten (10) days after the end of each weekly payroll period, transmit to the Depository, as provided in Article 19, amounts deducted during such weekly payroll period pursuant to Par. (a) 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.

Union Security

(c) 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 to the Council, shall upon written notice to that effect from the Council to the Employer, be discharged.

ARTICLE 19**Delinquency And Collection Procedure**

Section 1. The provisions of this Article shall apply with equal force and effect to the contributory and withholding obligations set forth in Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund), Article 17 (Pension and Annuity Funds), Article 18 (Work Dues and Jobs Recovery Dues Checkoffs), Article 22 (Political Action Committee) and Article 25 (National Apprenticeship and Health and Safety Fund), and (Education and Development Fund).

Section 2. All payments shall be remitted to the depository designated herein on Report Forms designated, as appropriate, by the Funds or Council. The Board of Trustees of the respective Funds shall have the option, in their sole discretion, to establish a procedure for the electronic payment of contributions and electronic submission of data identifying employees who worked in Covered Employment, the hours for which contributions and deductions are due and may require that all employers follow such procedures. The Board of Trustees of the respective Funds may, in their sole discretion, assess employers who fail to follow such procedures with a reasonable assessment as determined by the Trustees on each month the employer fails to follow the procedure. In the event that the report accompanying any payment made to the Depository pursuant to Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund), Article 17 (Pension and Annuity

Funds), Article 18 (Work Dues and Jobs Recovery Dues Check-offs), Article 22 (Political Action Committee), Article 25 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund) and Article 26 (Carpenters Savings Fund) of this Agreement shows that the full sum as therein required is not paid, or is not intended to be paid, then the Depository shall dispose of said payment by distributing to each party such portion of the remittance in proportion to the fraction that each such recipient's hourly remittance bears to the total hourly remittance required by this Agreement.

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

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

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

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

Section 6. In addition to the liquidated damages charge provided for above, the alleged failure of the Employer to make payments when due or payments received later than five (5) 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 at 6%, all costs of suit (including reimbursement for

Fund administrative time) and attorneys' fees and costs, regardless of whether suit or other formal proceedings are instituted.

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

Section 8. Each Employer shall furnish a Bond in the amount of Seventy-Five Thousand Dollars (\$75,000.00) to ensure the payments required under this Agreement. 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 Employer agrees that, upon written notice from

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

Section 9. Estimated payments in advance for all payments (except wages) required under this Agreement will be made by Contractors who have not established a current record of timely payments with the Funds.

Section 10. 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 whether the Employer's obligations hereunder to make payments to the Depository have been faithfully performed. If such inspection and/or audit reveals the Employer failed to make such payments in full, the Employer shall be required to pay for the cost of such inspection and/or audit at the rate of Two Hundred and Fifty Dollars (\$250.00) per day as well as any additional monies provided for herein.

Section 11. The Parties hereto recognize and agree that the Council has an obligation and right to collect monies owed the Fringe Benefit Funds by the Employer and/or owed to the Council as monies withheld from wages of the employees covered by this collective bargaining agreement. Accordingly, the parties hereto agree that to the extent that the Delinquent and Collection Procedure contained in the collective bargaining agreement between the Council and the General Building Contractors Association now in effect, or hereafter modified or amended, provides greater rights, privileges or obligations to the Council than those set forth herein describing the Delinquent and Collection Procedure regarding such monies, including but not limited to the amount of the surety bond guaranteeing such obligations, such greater rights, privileges or obligations shall automatically apply to the Employer (not the CAEP) herein as if fully stated.

ARTICLE 20

Surveying and Lay-Out Work

(a) The term "any work" appearing in Section (a) Article 2 of this Agreement includes, as work assigned to Carpenter Journeymen, Carpenter Apprentices and Carpenter Foremen, all line, grade, surveying and layout work both before and after construction begins, and during the course of construction consisting, by way of example but not 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 curb lines, axis lines, partition lines etc.

The required surveying and layout work and the related office calculations, drawings, sketches, plottings and reports in order to construct the project.

The establishment of all the horizontal and vertical control which is required to perform the survey work and the layout work of the project and every component within the project.

The verification and checking of any horizontal and vertical controls on the project site which may have been set by others to initiate the project.

The operation of all surveying equipment and layout equipment such as, but not limited to: Global Positioning Systems (GPS), Total Station Electronic Distance Measurement Equipment, Theodolites, Transits and Engineers Levels, Zenith plummets and Laser equipment (except for pipe lasers and lasers on mobile equipment) for horizontal and vertical control.

Topographical Surveys, the verification and checking of boundary lines, property corners, the right of way of streets and highways.

The establishment of axis lines, the center lines of columns, the center line of bearing on structures, offset lines, bench marks, and vertical datum.

The stakeout and/or layout and grading of clearing limits, limits of work, silt fences, footings, foundations, excavations, utilities, pipe work, sanitary sewers, storm drainage systems, drainage structures, manholes, inlets, electrical conduit ducts, telephone line ducts, cable ducts, water lines, gas lines, oil lines, electrical light standards, coffer dams, highway, roads, bridges, abutments, piers, columns, pier caps, pedestrian sidewalks, curbs, paving, caissons, piling, sheeting and shoring, establishment of elevations and the layout of anchor bolts.

It is understood that the Union will in no manner interfere with any initial layout of lines and grades outside the direct control of the Contractor, or interfere with the work of City, County and other governmental surveyors performing lay-out work for any such governmental agency as its employees.

All as-built survey work required for a project. This would include survey work which determines and confirms the location, size and elevation of existing utilities, the existing structures and the existing features within the project site, as-built survey work required to monitor the construction process

of a project, the survey monitoring (horizontal and vertical) of adjacent buildings and structures and the final as-built survey of a project.

(b) Survey and Layout crews shall be compensated as follows:

a. Chief of Party:

shall be responsible for all direction and operations of the crew and shall receive Carpenter Foreman Wages.

b. Instrument Person

shall work with the Chief of Party to perform all tasks described herein and will receive Carpenter Journeyman Wages.

c. Rodman

shall assist the Chief of Party and Instrument Person in performing all required tasks under this contract and shall receive 6th period Carpenter Apprentice Wages.

(c) If a Carpenter Apprentice is given lay-out work to do, he shall, nevertheless, receive his regular hourly rate of pay.

(d) Employees described in the above paragraphs, who have actually worked during any part of any week, and who shall be available for work during the balance of such week shall be guaranteed an amount of pay per week equal to forty times their straight time hourly rates of pay as set forth above;

provided, however, that they shall be paid only for their hours actually worked with respect to any week during which they shall have failed to work sufficient hours to earn said guaranteed amount because (1) the lay-out work was completed for a particular job on which they were working or (2) their Employer had available no other lay-out work or any other work to which he could efficiently assign them.

ARTICLE 21

Pre-Job Conference

On all jobs over Five Hundred Thousand Dollars, either party may call for a Pre-Job Conference; which Conference shall be mandatory if called.

ARTICLE 22

Political Action Committee Check-Off

Section 1. Each employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for a check-off deduction for each hour worked to the Carpenters' Political Action Committee of Philadelphia and Vicinity in such amount as certified by the Council as having been authorized by such employees.

Section 2. Each such Employer shall, within ten (10) days after the end of each Payroll Week, transmit to the Depository as defined in this Agreement amounts deducted during such Payroll Week pursuant to this Article, together with the Employer's report of

deductions, which report shall be on the same form as used by the Employer for reporting payments due by the Employer as contributions made to the Health and Welfare and Pension Funds.

ARTICLE 23

Most Favored Nation Clause

It is understood that if the Council enters into any Agreement with any Contractor engaged in Heavy and Highway Construction within the area designated herein, upon more favorable terms to such other Contractor than are embodied in this Agreement between CAEP and the Council, then this Agreement shall be amended as to afford to CAEP 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 CAEP and continued membership* in CAEP is a prerequisite to its continued application. In the event that a CAEP member shall cease membership within CAEP then upon such cessation the provisions of this Article shall be null and void to that employer with respect to previous past, present, or future adjustments.

ARTICLE 24**Drug Testing Policy**

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

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

A first hand observation is made of the employee's job performance, and documented in writing prior to any tests; and

The employee's conduct or actions indicating alleged impairment shall be observed and documented in writing by two supervisors on the job site; and

A determination is made that the employee's

conduct is symptomatic of drug impairment by a physician or health care professional qualified to make such a determination following a consultation with the employee.

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

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

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

The affected employee shall be advised of positive results by the Employer's medical personnel and have

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

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

Any information regarding the test results will be held in strictest confidence by the Employer. Neither the Employer nor any of its medical personnel,

supervisors or other personnel shall disclose any information regarding the fact of testing or the results of testing of any employee to the Owner or to any other employer or employee.

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

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

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

The Employer shall provide training to all management, security and supervisory personnel who have responsibility for the oversight of employee activities or work performance, in the recognition of impairment from drugs and work place materials or substances that may cause physical harm or illness. Such training will include the observation, documentation and reporting skills necessary for compliance with this Policy, and procedures and methods for work place substance evaluations and analysis.

All employees, upon hire, shall receive instruction in, and a copy of the policies and rules applicable

to their employment and work assignments prior to access to the project.

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

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

Collection shall be by a physician or health care professional. Specimen containers shall be labeled with a number and the donor's signature and shall be closed with a tamper-proof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence and in the presence of a Council representative if the employee chooses.

The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee — and that of a Council representative if the employee chooses — and the employee shall initial the proper line on the log entry.

The volume of such sample shall be such that sufficient amounts will remain for both confirmation tests and independent testing.

Samples shall be stored in a scientifically acceptable manner.

All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.

Confirmation tests by an alternative scientific method must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for thirty (30) days — unless the employee or the Council requests an extension of time.

Results shall be communicated in writing to the Employer's medical personnel within seventy-two (72) hours. The laboratory may only report drug concentrations if the appropriate test indicates that the specimen contains levels of substance(s) in violation of the standards established by this Agreement. Information on test results and the fact of testing shall be communicated only to those who must know the information in order to ensure safety and enforce the Agreement's rules. Copies of all documents — including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms — shall be delivered to the donor.

On the day that the sample is taken, the Employer may send the employee home for the remainder of the day, but shall arrange transportation at its expense and not allow the employee to drive home.

ARTICLE 25**National Apprenticeship and
Health and Safety Fund and
Education and Development Fund**

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

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

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

ARTICLE 26
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) \$1.00 per hour worked for the period - May 1, 2006 to April 30, 2007.
- (b) May 1, 2007 to April 30, 2008
To Be Determined
- (c) May 1, 2008 to April 30, 2009
To Be Determined

Section 3. A 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 27

Job Starts

It shall be the responsibility of the Employer to report all job starts to the Council in writing as soon as possible prior to the start of the Job, but not less than 48 hours prior to the start of the job, on the proper Job Start Information sheet provided by the Council, and all information will be provided in its entirety for jobs that contain work within the jurisdiction of the Council. 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.

SCHEDULE "A"

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

IN WITNESS WHEREOF, the parties hereto have on this 1st day of May, 2006, set their hands and seals.

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

Edward Coryell, Executive Secretary-Treasurer/
Business Manager

Larry Dunn, President

**THE CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA**

(Signed) Joseph M. Martosella

(Signed) James R. Davis

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

between the

CONTRACTORS ASSOCIATION
OF EASTERN PENNSYLVANIA

and the

METROPOLITAN REGIONAL COUNCIL
of PHILADELPHIA and VICINITY

UNITED BROTHERHOOD of CARPENTERS and JOINERS
of AMERICA

We, the undersigned, each for ourselves alone, hereby ratify and approve the Agreement made by the Contractors Association of Eastern Pennsylvania, and agree to be legally bound thereby:

FIRM: _____

ADDRESS: _____

CITY _____ ZIP _____

PHONE: _____ DATE _____

SIGNATURE FOR COMPANY:

 (Officer, Owner, or Partner)

PRINT NAME OF ABOVE: _____

Title:

SIGNATURE FOR UNION:

 (Executive Secretary-Treasurer)

DATE: _____