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**Title: Building Industry Association of Philadelphia, PA and Metropolitan Regional Council of Philadelphia and Vicinity of the United Brotherhood of Carpenters and Joiners of America (UBC), AFL-CIO, Local 1073 (2006)**

**K#: 8458**

**Employer Name: Building Industry Association of Philadelphia, PA**

**Location: PA Philadelphia**

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

**Local: 1073**

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KS458

SB 85r

# **AGREEMENT**

Between the

**BUILDING INDUSTRY  
ASSOCIATION OF  
PHILADELPHIA, PA**

And the

**METROPOLITAN  
REGIONAL COUNCIL  
Of PHILADELPHIA and VICINITY**

And

**RESIDENTIAL CARPENTERS  
LOCAL UNION 1073**

**UNITED BROTHERHOOD  
Of CARPENTERS and JOINERS  
Of AMERICA**

**Effective May 1, 2006  
Through April 30, 2009**



**METROPOLITAN REGIONAL COUNCIL  
OF PHILADELPHIA AND VICINITY**

**AND**

**RESIDENTIAL CARPENTERS  
LOCAL UNION 1073**

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA**

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Philadelphia, PA 19130  
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**BUILDING INDUSTRY ASSOCIATION  
OF PHILADELPHIA, PA**

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## **Article 1**

### **Residential Agreement**

(a) This Agreement between the Building Industry Association of Philadelphia, PA - (hereafter "B.I.A.") on behalf of each of its members who desire to be bound hereto and any other Employer who is not a member of B.I.A. but who desires to be bound hereto, each of whom shall designate its acceptance of the terms of this Agreement by signing Exhibit H (hereafter "Employer"), and the Metropolitan Regional Council of Philadelphia and Vicinity of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, hereinafter called the Union or Council.

(b) 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 and their principals, 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.

(c) Should either party give notice to the other 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.

(d) It is acknowledged by the parties to this Agreement, that it is in the best interest of the residential construction industry to stabilize wages, hours and working conditions; to create an available pool of labor from which skilled and proficient craftsmen shall be provided; and to institute a training program for journeymen and apprentices to meet the needs of this segment of the industry.

## **Article 2**

### **Recognition**

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all carpenters and carpenter apprentices on work covered by this Agreement. The Employer also recognizes the trade jurisdiction of the United Brotherhood and agrees to assign all such work to members of the Union covered by this Agreement. The Carpenters Regional Council and its local Unions recognize the B.I.A., on behalf of the Employers, as the exclusive representative of Employers for collective bargaining of wages, hours, fringe benefit payments and conditions of work for residential construction performed within the territorial jurisdiction of the Metropolitan Regional Council which is Bucks, Chester, Delaware, Montgomery, Philadelphia, Lehigh, Northampton and Carbon Counties in Pennsylvania, Counties of New Castle, Kent and Sussex in the State of Delaware, and in northern Cecil County and the counties of Kent, Queen Anne's,

Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland. The wage and fringe Payment Schedule is included in this Agreement Booklet as Exhibit "A."

(b) 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, wherein the Contractor, through its officers, directors, partners, owners or stockholders exercises directly or indirectly (including but not limited to management, control, or majority ownership through family members), management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

### **Article 3**

#### **Working Hours and Holidays**

Eight (8) hours between 7:00 A.M. and 5:30 P.M., with one-half hour lunch period (after four (4) hours work), shall constitute a workday. Five (5) days from Monday to Friday, inclusive, shall constitute a workweek. All work performed in excess of eight (8) hours per day, Monday through Friday, and all work performed on Saturday, shall be paid at the rate of time and one-half (1-1/2). Work performed on Sundays and the following holidays shall be paid at double time: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and



Christmas Day. Sunday holidays shall be celebrated on Monday and Saturday holidays on Friday. No employee shall be allowed to work on Labor Day except to save life or property. No overtime work or holiday work shall be allowed without notification to the Council. Hours may be changed by mutual agreement between the Employer and the Council. Any employee losing time because of inclement weather may work (if he desires) Saturday for straight time for the purpose of getting in his forty (40) straight time hours in that week.

#### **Article 4**

##### **Wage Rates**

Section 1. The May 1, 2006 increase shall be \$3.25 per hour to be divided between wages and fringes.

	<u>Increase</u>	
May 1, 2007	\$3.30	To be divided between wages and fringes.
May 1, 2008	\$3.35	To be divided between wages and fringes.

Section 2. The Foreman wage rate shall be fifteen percent (15%) above the Journeyman Rate in all 20 counties covered by this agreement.

Section 3. All employees shall be paid weekly, before quitting time and on the job site in cash; provided, however, that payments may be made by check in any case where the Employer posts a bond or cash in an amount sufficient to cover its payroll, or the Council waives such bonding requirement in writing where it is satisfied concerning the financial responsibility of the Employer. The Employer shall have the option of withholding no more than three

**(3) day's pay. When an employee is required to wait after quitting time for his pay, he shall be paid four hours pay for the initial designated pay day and eight hours additional for each additional day he is required to wait (including four hours pay for Saturdays, Sundays and Holidays).**

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

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

**Section 4. Upon thirty (30) days written notice to the Association, the Council may in its discretion determine that:**

- (1) a portion of the wages provided herein shall thereafter be paid to the fringe benefit funds provided in Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund), Article 17 (Pension and Annuity Funds) and Article 20 (Savings Fund), and Article 26 (National Apprenticeship and Health and Safety Fund), (Education & Development Fund), as if fully set forth in that Article; or**
- (2) the existing Employer contributions to those aforementioned Funds otherwise provided in the Agreement shall be amended between and among those Funds in such manner as the Council shall deem appropriate, provided only that such**

reallocation of fringe benefit contributions shall not substantially impair the financial or actuarial soundness of the affected Funds.

## **Article 5**

### **Apprenticeship Training**

(a) Each Employer shall, on or before the tenth day following the end of each payroll week, pay to the Mellon Bank, or to such other corporate fiduciary as shall be from time to time mutually agreed upon by the B.I.A. and Council (any of which is hereinafter referred to as the "Depository" or "Trustee"), an amount (specified in Exhibit "A") determined by the Joint Apprenticeship Committee Financial Sub-Committee for each hour (whether regular time or overtime) for which wages or any type of compensation are payable under this Agreement, during such calendar month to any employee, as the term employee is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked."

Journeyman as referred to herein means a carpenter possessing the necessary skills and/or qualifications required by the Employer in the category for which he is employed under the terms of this Agreement. An Apprentice Carpenter, as the term is used herein, shall mean an apprentice indentured to the Carpenters Joint Apprenticeship Committee. The ratio of apprentices to Journeymen shall be established by the Joint Apprenticeship Committee. The Joint Apprenticeship Committee shall have the responsibility for establishing the STANDARDS of the Apprenticeship Training Program. Such STANDARDS will provide for the testing of all apprentice applicants to determine their entrance level based upon their experience, knowledge, skill and ability; the Joint Apprenticeship

Committee will provide a training program to advance the knowledge, skill and ability of all such applicants. Apprentices will be advanced each six (6) months in accordance with the apprentice wage schedule set forth in this Article 5. Attached is a copy of the JAC Standards governing the employment of Apprentices (Exhibit "C").

The Apprenticeship Wage Schedule is as follows:

- 1st period - 40% of Journeyman's Rate
- 2nd period - 46% of Journeyman's Rate
- 3rd period - 52% of Journeyman's Rate
- 4th period - 58% of Journeyman's Rate
- 5th period - 64% of Journeyman's Rate
- 6th period - 72% of Journeyman's Rate
- 7th period - 80% of Journeyman's Rate
- 8th period - 88% of Journeyman's Rate

Apprentice wage rates are based on a percentage of the County or Philadelphia County Journeyman Wage Rates.

## **Article 6**

### **Coverage**

This Agreement covers all residential construction in the following areas: Bucks County, Chester County, Delaware County, Montgomery County, Philadelphia, Lehigh County, Northampton County and Carbon County in 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 Anne's, Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland.

Residential Construction is herein defined as all work in

connection with construction, alteration and/or repair of all residential units such as single dwellings, duplexes, row houses, town houses and apartments not to exceed four (4) stories in height, in addition to a basement, which may be used for any purpose. It is mutually agreed and understood that the definition of the word basement shall be defined as "the portion of the building, partly underground, having half or more than half of its clear height below the grade of the adjoining ground.

## **Article 7**

### **Out of Town Employment**

When an employee is sent to work outside of the geographic area described in Article 6 of this Agreement, if such employee is required to stay overnight, the Employer shall pay for his expenses, board and lodging.

## **Article 8**

### **Reporting Time**

When an employee who reports to work is not given the opportunity to work and was not notified before the completion of the previous day's work that he should not report, such employee shall be paid a minimum of two hours' pay at the rate applicable for the day, except in case of an emergency such as fire, flood, power failure, or any other circumstances beyond the control of the Employer, in which event, he shall receive no pay. When an employee has started to work in the morning, weather permitting, he shall be paid not less than two (2) hours.

## **Article 9**

### **Insurance**

In the event that the Employer provides a safe place for tools and clothing, the following shall apply:

(a) The Employer shall provide a tool shed and suitable room of sufficient size for the use of all Carpenters', if space permits, both when the project is operating and when it is not operating, and such tool shed and carpenters room shall not be used for the storage of any other materials. The Steward on the job shall be furnished with keys to the tool shed and to the Carpenter's room. The employees will store their tools not actually being used by them at any time. The Employer shall also provide suitable drinking water in an acceptable container with sanitary individual cups, and provide ice water when the temperature rises above 65 degrees. Any violation will be sufficient cause for the Carpenters to be taken off the job.

(b) The Employer shall reimburse each employee for any of his tools or clothing 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 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 or injury to tools, and to not more than \$200.00 for any single loss or injury to clothing; provided further that after the employee has supplied the tool list described herein, this limitation of liability shall not apply, and for the

employee shall receive reimbursement for or replacement of all listed tools.

(c) It is agreed that each EMPLOYER shall cover all employees with Worker's Compensation Insurance, Social Security, and also that he will become and remain a subject EMPLOYER under the Pennsylvania Unemployment Compensation Act, regardless of the number of employees. The EMPLOYER agrees to furnish proof of compliance.

## **Article 10**

### **Work Jurisdiction**

The Employer shall recognize the jurisdiction of the Union, and the parties hereto agree to be bound by the following work jurisdiction, including but not limited to inclusion in Employer's contractual agreement.

The unloading, stock-piling, general distribution and specific distribution to point of erection or installation, the carrying, handling, and transportation (regardless of material, packaging or protection), and the erection or installation of all types of, including but not limited to: doors, frames, hardware, trim, mouldings, cabinets, vanities, counter tops, windows, transoms, garage doors, patio doors, rangehoods, pre-fabricated panels, paneling, plywood, floors, floorcoverings, ceilings, stairs, framing, joists, decking, blocking, bracing, insulation, drywall, rafters, trusses, weather-stripping, caulking, bathroom partitions, tub and shower enclosures, bathroom fixtures and accessories, handicap accessories, facias, soffets, siding, raised seam metal roofing, sheating, shingles, skylights, all lay-out and surveying work, and operation of an all-terrain telescopic forklift, and performing site clean-up, when required for less than eight (8) hours a day.

The rigging, setting, or placing of all trusses and modular units, (whether they be made of wood, metal or any other material), including all precast, foundation panels, and the unloading, distribution, erection and stripping of all concrete forms shall be included in the work jurisdiction of the Union. All handling and installation of the setting of all Hambro Concrete Form Systems and Insulating Concrete Form (ICF) Systems.

All framing in connection with the setting of all sonotube column forms. The setting of all forms, and bulkheads of any type of material, including expanding metal; the fabrication and setting of screeds and stakes for concrete floors where the screed is notched for fitted or molded, or made up of more than one member, subject to the International Agreement between the Carpenters and the Cement finishers.

Also, all work in connection with lathing jurisdiction, including but not limited to the erection, installation, cutting and fitting of rigid insulation, including Expanded Polystyrene (E.P.S.) board used in conjunction with Exterior Insulation Finished Systems (E.I.F.S.) and any and all other type systems, whether it is adhered, mechanically fastened or a combination of adhesion and mechanically fastened.

## **Article 10A**

### **Union Shop**

Section 1. All Employees within the unit shall become members of the Union after the seventh (7th) but not later than the eighth (8th) day of employment, or the date of the execution of this Agreement, whichever occurs later, as a condition of continued employment.



Section 2. Maintenance of Membership. As a condition of continued employment, all employees shall maintain their membership in the Union.

Section 3. Discharge. Any employee who fails to become a member of the Union, or fails to maintain his membership therein, in accordance with the provisions of Section 1 and 2 of this Article, shall forfeit his right of employment, and the Employer shall, within ten (10) days of notification in writing by the Union as to the failure of an Employee to join the Union, or to maintain his membership therein, discharge such employee. For this purpose, the requirements of membership and maintaining membership shall be consistent with Federal and State Law.

## **Article 11**

### **Safety and Working Rules**

Section 1. There shall be no restriction of the use of safety equipment or power tools furnished by the EMPLOYER: However, no employee shall be penalized in any way for refusal to work under conditions with unsafe equipment or power tools, until same is corrected.

Section 2. No employee shall be required or requested to violate any State or Federal Safety regulations.

Section 3. Any injured employee reserves the right to be treated by a Doctor of his choice. The Employer reserves the right to re-examination.

Section 4. When an employee is injured on the job and is sufficiently incapacitated so as to be unable to continue his work on that day, he will be paid at his regular rate of pay for all time lost that day as a direct result of his injury. It

shall be the duty of the Steward to see that he is taken home, to a doctor or hospital, and see that he is properly cared for, and during the employee's absence be responsible for the proper care of his tools. Any necessary expense or loss of time by the designated employee in connection thereof shall be paid by the EMPLOYER for whom the injured man is working.

Section 5. Those of the Council's Working Rules set forth in Exhibit "D" attached hereto constitute, and are hereby made a part of this Agreement and set forth in detail certain of the conditions of employment which shall prevail during the term of this Agreement.

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

## Article 12

### Subcontracting

The parties recognize that residential type construction necessitates a high degree of subcontracting. The Employer covenants and agrees that all job-site contracting employers shall comply with the terms and conditions of this Agreement, and the Employer further covenants and agrees that he will subcontract work to employers who are in contractual relationship with the Union should such subcontracting be necessary.

## **Article 13**

### **Furnishing Manpower**

The Employer will notify the Union when in need of qualified additional workmen. The Union in return is to provide capable and qualified men, subject at all times to their acceptance by the Employer. In the event that the Union is unable to fill requisitions for employees within a seventy-two (72) hour period, the Employer may employ workmen, directly at the job-site on a non-discriminatory basis. If these workmen are not members of the Union, they must report to the Union Office to be interviewed and fill out the proper paper work prior to starting.

## **Article 14**

### **Grievance - Arbitration Clause**

Should any dispute arise as to the interpretations, application or claimed violation of any provision of this Agreement, the dispute shall be settled in the following manner:

(a) The Employer's designated representative and the Council's Business Representative shall meet to discuss the dispute and attempt to render a decision within twenty-four (24) hours from the time the dispute is brought to the other party's attention.

(b) If no agreement is reached in step (a), the Council's Executive Secretary-Treasurer and the B.I.A.'s Executive Vice President or their designated representative(s) shall make every effort to meet within 24 hours (exclusive of Saturdays, Sundays and Holidays) in an effort to resolve the dispute.

(c) If the dispute is not resolved in steps (a) and/or (b) the matter shall promptly be referred to arbitration in accordance with the rules and regulations of the American Arbitration Association. The impartial arbitrator selected pursuant to said rules and regulations shall render his decision as promptly as possible but, in the absence of a mutually agreeable extension, the impartial arbitrator's decision shall be rendered in not more than thirty (30) days after the date of the hearing. The expense of the impartial arbitrator shall be shared equally between the employer and the Union.

(d) The final decision of the impartial arbitrator shall be final and binding on all parties.

(e) 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**

### **General Provisions**

Section 1. Foremen shall have no authority, nor shall they exercise any of the functions normally exercised by Supervisors as defined in the National Labor Relations

Act, as amended; nor shall they, in any way, be deemed to be agents of the Union.

Section 2. The Union shall have the right to designate a qualified journeyman-carpenter as Steward on each of the Employer's projects. The Steward shall not be discharged except for just cause, and shall be retained to the conclusion of all work. In the event it is found that a Steward is laid off or discharged for performing his lawful functions as a Steward, the Employer shall reinstate him with pay for all time lost as a result of such improper action. The Steward shall be allowed reasonable time to perform his duties in insuring that the conditions of the Agreement are being adhered to, and shall handle all grievances with the employer's representative at the first step level.

Section 3. Authorized representatives of the Union shall not be denied access to the Employer's office, or to any project of the Employer for the purpose of transacting necessary business with the Employer, or with the employees in the unit covered by this Agreement.

Section 4. The Employer will provide suitable toilet accommodations, suitable drinking water, properly cooled in season, and sanitary drinking cups accessible to all employees covered by this Agreement.

Section 5. The Employer, for the purpose of coverage of this Agreement, is exclusively engaged in the building construction industry, and the parties hereto have elected to come under the provisions of 8(f), Part 3 of the Labor Management Relations Act, as amended, which permits the parties to make an agreement requiring the Employer to:

- (a) Notify the Union of opportunities for employment;

and

(b) Give the Union an opportunity to refer the necessary applicants for employment.

## **Article 16**

### **Health and Welfare Fund; Industry Advancement Program**

The Employer agrees to be bound by the terms of *the Industry-wide Agreements covering Commercial, Industrial and Institutional work*, which establish and provide for payments to Fringe Benefit Funds, and agrees to any increases in Fringe payments when they are negotiated, as these are set forth in Exhibit "A".

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:

\$8.60 per hour worked for the period May 1, 2006  
to April 30, 2007;

Health and Welfare future payments shall be determined by the Council.

Section 3. (A). A trust heretofore established and known as Carpenters Health and Welfare Fund of Philadelphia and Vicinity" shall continue to provide (out of the monies paid into said Fund and out of the income from the investment of said monies), for the sole and exclusive benefit (1) of employees and their dependents, and (2) of the "Participants", as hereinafter defined, and their dependents, such of the following benefits and services as the Council may from time to time, subject to the conditions set forth in the Agreement and Declaration of Trust, determine: Medical care, hospital care, compensation for injuries or illness, death benefits, vacation benefits, disability and sickness benefits, accident benefits, and any like benefits, and insurance to provide any or all of the foregoing benefits and services.

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

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

## **ARTICLE 17**

### **Pension and Annuity Fund – 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 (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 Pension and Annuity contribution. For purposes of this Section, "hour worked" shall mean each hour (whether regular time or overtime) for which wages or any type of compensation required under this Agreement is payable during such Payroll Week to any employee, as the term "employee" is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked."

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

Effective 5/1/06 Apprentices shall receive pension contributions equal to the Journeyman rate.

**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:

Philadelphia County - \$7.69

County - \$7.19

per hour worked for the period May 1, 2006 to April 30, 2007.

Pension and Annuity future payments shall be determined by the Council.

**Section 3. (A).** A trust to be known as "Carpenters Pension Fund of Philadelphia and Vicinity" (referred to hereinafter as the "Pension Fund") shall be established and maintained for the purpose of providing (out of the monies paid into said Fund and out of the income from



the investment of said monies) such program of pension or annuity benefits for the sole and exclusive benefit of employees and other "Participants" mentioned in the Agreement and Declaration of Trust hereinafter mentioned, as the Council may from time to time determine in conformity with limitations contained in said Agreement and Declaration of Trust.

(B). The Agreement and Declaration of Trust created for the purpose of establishing and administering the Pension Fund shall provide that no compulsory retirement may be required; shall contain, inter alia, provisions identical (except in that they shall refer to the Pension Fund) with clauses (1) through (9) of Section 3 (b) of Article 16 (as contained in the Memorandum of Understanding attached as Exhibit "E") and shall, in all other respects, be as nearly identical as possible with the provisions of the Agreement and Declaration of Trust creating the Carpenters Health and Welfare Fund of Philadelphia and Vicinity.

## **Article 18**

### **Work Dues and Jobs Recovery Dues Check-Offs**

Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one year, or the term of this Agreement, whichever occurs sooner, the Employer shall deduct from the employee's wages, the work dues and Jobs Recovery Dues Check-Offs certified to the Employer by the Union, as representative of that required of all members to obtain or maintain membership in the Union, and promptly remit the same to the Union, together with a list showing the names and amounts from whom the deductions were made. Such written authorizations may be revoked by the employee during a ten (10) day period prior to the anniversary or termination date of this Agreement,

whichever occurs first. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods during the term of the collective bargaining agreement.

## **ARTICLE 19**

### ***Delinquency and Collection Procedure***

**Section 1.** *The provisions of this Article shall apply with equal force and effect to the contributory and withholding obligations set forth in Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund-Industry Advancement Program), Article 17 (Pension and Annuity Fund), Article 18 (Work Dues and Jobs Recovery Dues Checkoffs), Article 20 (Carpenters Savings Fund), Article 22 (Political Action Committee) and Article 26 (National Apprenticeship and Health and Safety Fund) (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 an assessment for each month the employer fails to follow the procedure. In the event that the report accompanying any payment made to the Depository pursuant to Article

5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund-Industry Advancement Program), Article 17 (Pension and Annuity Fund), Article 18 (Work Dues and Jobs Recovery Dues Checkoffs), Article 20 (Savings Fund), Article 22 (Political Action Committee) and Article 26 (National Apprenticeship and Health and Safety Fund) (Education and Development 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). 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.

(B). The appropriate Funds and/or Council may institute formal collection proceedings that may include, but are not limited to the institution of legal action against the Employer, to secure, and if necessary, to compel payment of the monies described herein. In the event that an Employer is delinquent in the payment of contributions, the Employer shall pay (in addition to the principal sums due and the ten percent (10%) liquidated damages) interest calculated in accordance with ERISA, all costs of suit (including reimbursement for Fund administrative time) and attorneys' fees and costs, regardless of whether suit or other formal proceedings are instituted.

**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 to whom this Agreement is applicable, and every other employer who is a party to another collective bargaining agreement with the Council covering the same work and jurisdiction of this Agreement, shall furnish at his own expense a bond, with a recognized and responsible corporate surety, in the face amount of Seventy-Five Thousand Dollars (\$75,000.00) guaranteeing such payment or, in the alternative, shall furnish his own bond in the sum of Seventy-Five Thousand Dollars (\$75,000.00) guaranteeing such payment and shall deposit with the Trustee as collateral security for the faithful performance of his said bond Seventy-Five Thousand Dollars (\$75,000.00) in cash or in securities acceptable to the Trustee.

**Section 9.** Prior to entering into any subcontract for work covered by this Agreement, the Employer will verify with the Fund that the proposed subcontractor has a signed Agreement and has posted the fringe benefit bond required under this Agreement. After the Employer has contacted the Fund, the Fund will inform the Employer in writing within 72 hours if the proposed subcontractor does not have a fringe benefit bond, and/or an Agreement. The Employer will not enter into a subcontract until the subcontractor has posted a bond and signed an Agreement.

The 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 this Article 19.

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

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

**Section 11.** The Employer shall also, upon request of any agent or designee of the Funds or Council permit such agent during regular business hours to inspect and make copies of any and all records of the Employer including but not limited to those records pertaining to compensation paid to employees, hours worked by employees, monies withheld from employees for taxes paid on account of employees, federal tax returns, unemployment compensation returns and other records, disbursement journals of any nature and all other records of any nature or character whatsoever (including those of any individual who the Fund or Council believes may be subject to the Employer's contributory requirement) potentially relevant in the judgment of the agent described hereinbefore, 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.

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 sum monies, including but not limited to the amount of the surety bond guaranteeing such obligations, such greater rights, privileges or obligations shall automatically apply to the Employer herein as if fully stated.

## **Article 20**

### **Carpenters 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:

\$1.00 per hour worked for the period May 1, 2006 to April 30, 2007.

Savings Fund future payments shall be determined by the Council

**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 21**

### **No Strike - No Lockout**

The Union agrees that during the life of this Agreement, it will not authorize, instigate, cause or take part in any strike or work stoppage. The Employer agrees that during the life of this Agreement, there shall be no lockout of employees



by the Employer. It is agreed that, should a dispute arise, between the parties, they shall meet and make every effort to resolve the dispute on a mutually agreeable basis, and if unable to do so, they may by mutual consent, submit the dispute to an Arbitrator, whose decision shall be final and binding upon both parties (except as set forth by Article 19 –Delinquency and Collection Procedure).

## **Article 22**

### **Political Action Committee**

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 contribution to the Carpenters Political Action Committee of Philadelphia and Vicinity in such amount as certified by the Council in writing as having been authorized by such employees.

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 (as set forth in Exhibit A”) deducted during such Payroll Week pursuant to this Article, together with the Employer’s report of deductions, which report shall be on the same form as is used by the Employer for reporting payments due by the Employer as contributions made to the Health and Welfare and Pension Funds.

## **Article 23**

### **Equal Representation and Non-discrimination**

The parties agree that there shall be no discrimination in employment, hiring and training of employees in the

bargaining unit and that nothing herein shall prohibit the Employer from hiring or recruiting workmen from any source it desires, regardless of race, age, creed, color, sex, religion, national origin, or membership or non-membership in the union.

## **Article 24**

### **Employer's Rights**

The Employer retains full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Employer at its prerogative may direct the working force, including hiring, selection of foremen, promotion, transfer or discharge of their employees. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the joint or individual working efforts of employees. There shall be no limitation or restriction, regardless of the source or location, of the use of machinery, precast, prefabricated or preassembled materials, tools, or other labor-saving devices, nor shall there be any limitation upon choice and use of any materials or design. The Employer may assign and schedule work and shall determine when overtime shall be worked, and by whom, and may require reasonable overtime.

## **Article 25**

### **Drug Testing Policy**

1. Employees or applicants for employment (hereinafter "employees") who possess "illegal drugs" on the job site, except for medication prescribed by the employee's physician or over-the-counter medication, and employees functionally impaired from performing their duties due to

**“illegal drugs” may be barred from the job site subject to the terms below. As used herein, the term “illegal drugs” means any chemical substance whose (1) manufacture, use, possession or sale is prohibited by law; and (2) any legally-dispensable controlled substance (medications available only as prescribed by a licensed physician) obtained fraudulently or used by any individual other than the person for whom prescribed.**

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

**(a) A first hand observation is made of the employee’s job performance, and documented in writing prior to any tests; and**

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

**(c) A determination is made that the employee’s conduct is symptomatic of drug impairment by a physician or health care professional qualified to make such a determination following a consultation with the employee.**

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

**3. An employee determined to be impaired from drugs on the job site, as a result of properly implemented medical tests described in this Agreement, will, on first occurrence,**

be offered the opportunity to enter a rehabilitation or counseling program from a list of local programs provided by the Council from which the employee may choose. If the employee enters such a program, his status as an employee will not be affected and he will be allowed continued access to the site under the conditions established by the program.

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

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

6. Employees taking prescription medication which according to their physician has physical or medical side effects which could cause impairment on the job site should report the medication to the Employer's authorized medical personnel for the site. This information shall remain strictly confidential between the employee and the medical personnel. The medical personnel shall in turn disclose any possible limitations on the employee's abilities to the Employer, who after conferring with the Council shall

make reasonable accommodations for those limitations. The medical personnel shall adhere to the American Occupational Medical Association's Code of ethical conduct for Physicians Providing Occupational Medical Services (adopted by the Board of Directors of AOMA on July 23, 1976) and to the AOMA Drug Screening in the Work Place Ethical Guidelines (adopted by the Board of Directors of AOMA on July 25, 1986).

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

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

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

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

11. The Employer shall provide training to all management, security and supervisory personnel who have responsibility for the oversight of employee activities or work performance, in the recognition of impairment from drugs and work place materials or substances that may cause physical harm or illness. Such training will include

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

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

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

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

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

*tests and independent testing.*

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

## **Article 26**

### **National Apprenticeship and Health and Safety Fund 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, Education and Development Fund payment rates for each hour worked are:

**\$.06 per hour worked for the period May 1, 2006 to April 30, 2007.**

**\$.06 per hour worked for the period May 1, 2007 to April 30, 2008.**

**\$.06 per hour worked for the period May 1, 2008 to April 30, 2009.**

**National Apprenticeship and Health and Safety Fund future payments shall be determined by the Council.**



## **Article 27**

### **Invalidity and Severability**

It is the intention of the parties to comply fully with the provisions of the Labor Management Relations Act, as amended, and with all other applicable statutes and regulations, and in the event that any provision or language of the Agreement is held to be unlawful, then such provision or provisions shall become immediately inoperative and void in its entirety; the parties hereto agree to immediately meet to negotiate legally acceptable substitute provisions for such void provisions. All of the other parts, portions, provisions and remainder of the Agreement shall continue in full force and effect for the duration of the Agreement.

## **Article 28**

### **Pre-Job Conference**

On jobs in excess of \$100,000, either party shall have the right to request a pre-job conference. If requested, the parties agree that the pre-job conference will be mandatory.

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

**BUILDING INDUSTRY ASSOCIATION  
OF PHILADELPHIA, PA**

By: GARY WOLFGANG  
*Labor Committee Chairman*

**METROPOLITAN REGIONAL COUNCIL  
OF PHILADELPHIA & VICINITY**

AND

**RESIDENTIAL CARPENTERS  
LOCAL UNION 1073**

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA**

By: EDWARD CORYELL  
*Executive Secretary-Treasurer/Business  
Manager*

By: LARRY DUNN  
*President/Assistant Business Manager*

## EXHIBIT "A"

### WAGE AND FRINGE BENEFIT RATES

*NOTE: 3% of Total Gross Wages is the Dues Check Off deducted from net wages for all employees (including Apprentices).*

*A sum as certified by the Council for each hour worked for the Jobs Recovery Dues Check-Off deducted from net wages for all employees (including Apprentices).*

*A sum as certified by the Council for each hour worked for the P.A. C. Check-Off deducted from net wages for all employees (including Apprentices).*

1. Philadelphia	Effective Date	Effective Date	Effective Date
	<u>5/1/06</u>	<u>5/1/07</u>	
Journeyman Rate	\$30.61		
Foreman Rate	\$35.20	TO BE DETERMINED	
<i><u>Fringe Benefits</u></i>			
Health and Welfare	\$ 8.60		
Pension/Annuity	\$ 7.69		
Savings	\$ 1.00	TO BE DETERMINED	
Apprenticeship	\$ .45		
NA & HS	\$		
Education/ Development Fund	\$ .06		
RIAP	<u>\$ .20</u>		
TOTAL	\$18.00		

## EXHIBIT "A"

### WAGE AND FRINGE BENEFIT RATES

#### 2. County

	Effective Date <u>5/1/06</u>	Effective Date <u>5/1/07</u>	Effective Date <u>5/1/08</u>
Journeyman Rate	\$27.54		
Foreman Rate	\$31.67	TO BE DETERMINED	
<i>Fringe Benefits</i>			
Health and Welfare	\$ 8.60		
Pension/Annuity	\$ 7.19		
Savings\$	\$ 1.00	TO BE DETERMINED	
Apprenticeship	\$ .45		
NA & HS	\$		
Education/ Development Fund	\$ .06		
RIAP	<u>\$ .20</u>		
TOTAL	\$17.50		

**EXHIBIT "B"**

**EMPLOYERS APPROVING  
AGREEMENT**

**EXHIBIT "C"**

**STANDARDS OF  
APPRENTICESHIP  
FOR THE  
CARPENTRY TRADE**

## EXHIBIT "C"

### WAGE AND FRINGE BENEFIT RATES APPRENTICES

<b>% of Six Month Periods</b>	<b><u>Philadelphia County</u></b>			
	<b>Journeyman Carpenters' Wage Rate</b>	<b>Hourly Rates <u>5/1/06</u></b>	<b>Hourly Rates <u>5/1/07</u></b>	<b>Hourly Rates <u>5/1/08</u></b>
1st Period	40%	\$12.24		
2nd Period	46%	\$14.08		
3rd Period	52%	\$15.92		
4th Period	58%	\$17.75		
5th Period	64%	\$19.59	TO BE	
6th Period	72%	\$22.04	DETERMINED	
7th Period	80%	\$24.49		
8th Period	88%	\$26.94		

<b>% of Six Month Periods</b>	<b><u>County</u></b>			
	<b>Journeyman Carpenters' Wage Rate</b>	<b>Hourly Rates <u>5/1/06</u></b>	<b>Hourly Rates <u>5/1/07</u></b>	<b>Hourly Rates <u>5/1/08</u></b>
1st Period	40%	\$11.02		
2nd Period	46%	\$12.67		
3rd Period	52%	\$14.32		
4th Period	58%	\$15.97		
5th Period	64%	\$17.63	TO BE	
6th Period	72%	\$19.83	DETERMINED	
7th Period	80%	\$22.03		
8th Period	88%	\$24.24		

Future Apprentice wage increases will be based on the percentages, as outlined in Exhibit "C", of the 4 County or Philadelphia County Journeyman wage increases.

PLUS Welfare, Pension, Industry Advancement Program, Apprentice, National Apprenticeship and Health and Safety, and Education and Development Fund, Political Action Committee Check-Off, and Work Dues and Jobs Recovery Dues Check-Offs. . . which are paid in the same amount as Journeymen and are based on the number of hours for which wages or compensation are payable.

The following Vacation, Annuity and Savings contributions effective 5/1/06 to 4/30/07 will apply:

	<u>Vacation</u>	<u>Annuity</u>	<u>Savings</u>
1 <sup>st</sup> Year	\$ .75	\$1.60	\$1.00
2 <sup>nd</sup> Year	1.25	1.60	1.00
3 <sup>rd</sup> Year	1.50	1.60	1.00
4 <sup>th</sup> Year	1.50	1.60	1.00

Future Vacation, Annuity and Savings payments shall be determined by the Council.

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

## **EXHIBIT "D"**

### **WORKING RULES**

#### **RULE 3**

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

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

#### **RULE 4**

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

### **SHOP STEWARD**

#### **RULE 7**

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

It shall be the responsibility of the Employer to report all job starts to the Council in writing as soon as possible prior to the start of the job, but not less than 48 hours prior



to the start of the job, on the proper Job Start Information Sheet provided by the Council, and all information will be provided in its entirety to the extend possible. If any Employer violates this provision or is found to be intentionally cheating or cheating in collusion with his employees, then the Union shall place a Steward on all of that Employer's jobs for the remaining term of this Agreement.

#### **RULE 9**

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

#### **RULE 10**

All Foremen of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America in this Council. When three (3) or more carpenters are employed on a job, one of them shall be a Foreman. Any foreman starting an employee to work must direct said employee to the Steward for examination of his working card before starting to work.

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

#### **RULE 12**

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

## **RULE 18**

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

## **RULE 19**

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

## **RULE 20**

It shall be the duty of the Employer on all jobs to provide drinking water and a sanitary toilet, where toilet is not provided by the General Contractor. Any violation of this rule will be sufficient cause for Carpenters to be taken off the job. The Employer shall provide suitable drinking water in an acceptable container with sanitary individual cups, and provide ice water when the temperature rises above 65 degrees, and a sanitary toilet, and under no circumstances shall there be any bags of cement or empty cement bags or other material allowed therein. Any violation of this rule will be sufficient cause for the Carpenters to be taken off the job.

## **RULE 27**

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

## **RULE 28**

When qualified men are sent from the office of the Regional Council to a job to work, and are not put to work by Contractor or Employer who applied to the office for the men, that Contractor or Employer shall be required to pay

carpenters sent, four (4) hours' pay.

## **RULE 29**

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

### **EXHIBIT "E"**

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

### **EXHIBIT "F"**

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

### **EXHIBIT "G"**

#### **ACCEPTANCE OF AGREEMENT**

#### **EMPLOYER'S ACCEPTANCE OF BUILDING INDUSTRY ASSOCIATION OF PHILADELPHIA, PA AGREEMENT**

**DATED: May 1, 2006**

**EXPIRES: April 30, 2009**

**between**

**BUILDING INDUSTRY ASSOCIATION  
OF PHILADELPHIA, PA**

**1735 Market Street, Suite A432  
Philadelphia, PA 19103 - (215) - 427-9666  
and the  
METROPOLITAN REGIONAL COUNCIL  
OF PHILADELPHIA AND VICINITY  
and  
RESIDENTIAL CARPENTERS  
LOCAL UNION 1073**

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA**

**1803 Spring Garden Street  
Philadelphia, PA 19130 - (215) 569 - 1634**

We, the undersigned, each for ourselves alone, hereby ratify and approve the above Agreement made by The Building Industry Association of Philadelphia, PA and agree to be legally bound thereby:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Signature For Company:

\_\_\_\_\_  
Officer, Owner, or Partner

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title of Officer

Signing For Union:

\_\_\_\_\_  
Executive Secretary-Treasurer/Business Manager      Date

**NOTE: Copies of the Agreement will be furnished upon request.**

**IMPORTANT**  
**PHONE NUMBERS**

**REGIONAL COUNCIL**  
**215 – 569-1634**  
**FAX 215 – 569-0263**

**BUILDING INDUSTRY ASSOCIATION**  
**OF PHILADELPHIA, PA**  
**215 – 427-9666 FAX 215 – 654-7906**

**HEALTH AND WELFARE**  
**PENSION & ANNUITY FUND**  
**215 – 568-0430 FAX 215 – 496-0713**

**CARPENTERS**  
**JOINT APPRENTICE COMMITTEE**  
**215 – 824-2300 FAX 215 – 824-2313**