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Title: **Building Contractors Association of New Jersey, Drywall & Interior Systems Contractors Association of New Jersey and United Brotherhood of Carpenters & Joiners of America (UBC), New Jersey Regional Council of Carpenters (2002)**

K#: **8560**

Employer Name: **Building Contractors Association of New Jersey, Drywall & Interior Systems Contractors Association of New Jersey**

Location: **NJ**

Union: **United Brotherhood of Carpenters & Joiners of America (UBC)**

Local: **New Jersey Regional Council of Carpenters**

SIC: **1511**

NAICS: **23622**

Sector: **P**

Number of Workers: **15000**

Effective Date: **05/01/02**

Expiration Date: **04/30/07**

Number of Pages: **35**

Other Years Available: **Y**

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K 8560
15,000 workers

37 pp.

AGREEMENT

by and between

NEW JERSEY REGIONAL COUNCIL OF CARPENTERS
of the
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA



BUILDING CONTRACTORS ASSOCIATION
OF NEW JERSEY
and their affiliates

BCANJ

DRYWALL AND INTERIOR SYSTEMS CONTRACTORS
ASSOCIATION OF NEW JERSEY



EFFECTIVE
May 1, 2002 - April 30, 2007

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AGREEMENT:

WHEREAS, the Building Contractors Association of New Jersey for itself, is acting as the authorized bargaining agent for its employer-members who have assigned their bargaining rights to the Association and all its affiliated associations throughout the State of New Jersey, and the Drywall and Interior Systems Contractors Association, Inc., of New Jersey, (hereinafter referred to as the "Association"), in the matter of wages, hours of work, and all other working conditions; and

WHEREAS, the New Jersey Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as the "Union"), is the authorized bargaining agent for all classes of employees performing work within the work jurisdiction of the United Brotherhood within the territory covered by this Agreement; and

WHEREAS, the Association and the Union have arrived at an Agreement on the issues to be incorporated within this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, BE IT AGREED AS FOLLOWS:

ARTICLE I RECOGNITION:

1. The Association recognizes the Union as the sole collective bargaining agent for all Journeymen Carpenters, Millwrights and Lathers and all of their apprentices, trainees and foremen, hereinafter referred to as employees, who perform work within the trade-line jurisdiction of the United Brotherhood of Carpenters and Joiners of America in the matters of wages, hours of work, and all other working conditions excluding, however, all supervisors as defined by the Labor-Management Relations Act of 1947, as amended.

2. Each Employer bound hereto also agrees to comply with the wage rates, fringes, and working conditions in effect in the territories of all carpenter and millwright **regions** within the State of New Jersey, affiliated with the United Brotherhood of Carpenters & Joiners of America.

3. All contractor/union agreements shall be in accordance with all terms and conditions of the collective bargaining agreement currently in place in any local jurisdiction and for full term of said agreement.

ARTICLE II AUTHORITY OF EMPLOYER'S ASSOCIATION:

1. The Association is acting herein as bargaining agent for its present and future employer-members of the Association and all affiliated local Associations in the State. The

Association represents that it has the authority to execute this agreement on behalf of its members, who have assigned their bargaining rights to the Association, through the Associations' designated officers. Periodically, the Association shall provide the Union an up-to-date written list of all its employer-members, including associates, who have assigned their bargaining rights to the Association, together with any deletions or additions in the roll of members. The Association represents that it will obtain like authority to bind future members to this Agreement.

2. In the event any employer-member of the Association, who has assigned their bargaining rights to the Association, resigns from membership in the Association during the existence of this collective bargaining agreement, it shall nevertheless be bound by all the provisions herein for the existence of this agreement.

3. The Union recognizes the Association as the bargaining representative of all associates and general members of the Association, that have assigned their bargaining rights to the Association, that perform work within the trade-line jurisdiction of the United Brotherhood. This agreement shall be binding upon and enforceable against all such members, including their successors, assigns, and wholly or partly owned subsidiaries.

4. The Association represents that it is duly authorized by all of its members and affiliated local Associations, who have assigned their bargaining rights to the Association, to enter into this collective bargaining agreement, that in so doing it is authorized to bind each of such members to the terms and conditions of this Agreement, and represents further, that it will require, as a condition of membership in said Association, that all of its participating members shall continue to be bound by such terms or, shall upon admission to the said Association, after the date of execution of this Agreement, agree to be bound from that date forward by all of the terms and conditions of this Agreement.

ARTICLE III JOINT COMMITTEE:

A joint labor/management committee "Joint Committee", consisting of two representatives appointed by BCANJ, two representatives appointed by DISCA, one representative appointed by AGC/NJ, one representative appointed by CCLE, along with six representatives appointed by the Executive Secretary/ Treasurer of the New Jersey Regional Council of Carpenters shall be formed to address contract issues and meet on a quarterly basis. By unanimous agreement, the Joint Committee shall have the authority to implement contract changes within the term of this agreement.

ARTICLE IV UNION SECURITY:

1. All employees who are present members of the Union shall maintain their membership in good standing in the Union in order to continue in employment. All new employees, on the eighth (8th) day following the beginning of their employment or the execution date of this Agreement or

the effective date of this agreement, whichever is the later, shall become and remain members in good standing of the Union in order to continue in employment, all to be applied and enforced in accordance with the provisions of the National Labor Relations Act, as amended. Nothing in this Agreement shall be construed as infringing upon the Union's right as expressed in Section 8(b) of the National Labor Relations Act as amended to prescribe its own rules with respect to the acquisition and retention of membership therein.

2. Eight (8) days under this Article shall mean employment within the bargaining unit for a period of eight (8) days, either continuously with one employer or accumulative with any employers signatory to this Agreement.

In the event that the present provisions of the National Labor Relations Act are amended so as to permit a greater degree of Union security than that now permitted by Section 8(a) (3) thereof, said amendments shall immediately, upon their effective date, be considered to be an integral part of this Agreement as if fully set forth herein.

3. In the event an employee fails to tender the initiation fee or fails to maintain membership in good standing, the Union shall notify the Employer, in writing, and such notice shall constitute a request to the Employer to discharge said employee within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) for failure to maintain continuous good standing in the Union, as set forth herein. The Employer then shall discharge such employee at the end of such period. In the event the Union does not accept into membership any employee tendering the initiation fee and regular monthly dues, the foregoing shall not be applicable; provided, however, that the Union may, at any time thereafter, decide to take such employee into membership, and if so, the employee then shall be required to tender the full and uniform initiation fee in effect in the Union not later than thirty (30) days following notification by the Union, and shall be required thereafter to maintain membership in accordance with the provisions of the foregoing. In the event that such employee fails to comply with these provisions, the Union shall notify the Employer, in writing, and the Employer shall discharge such employee within forty-eight (48) hours.

4. In consideration of the foregoing, the Union agrees to furnish competent employees to the employer upon his request.

ARTICLE V FEDERAL AND STATE LAW CONFLICTS:

Where any provision of this collective bargaining agreement or the application of such provisions to any person, thing, or circumstances shall be in conflict with any federal or state laws or regulations or where such provision or the applications thereof shall be held invalid or unenforceable by a Court of Law or Equity or by any administrative governmental agency having jurisdiction over the subject matter, such decision as to the invalid provision shall not affect the balance of this Agreement which shall remain in full force and effect. The parties hereto agree that

they will meet within ten (10) days after such provisions have been declared invalid and negotiate a substitute provision to be incorporated herein.

**ARTICLE VI
REFERRAL PROCEDURE:**

The Joint Committee shall address the development of uniform referral procedures to be effective May 1, 2003. Until uniform referral procedures are adopted, those currently in place shall prevail.

**ARTICLE VII
NON-DISCRIMINATION:**

1. The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect, subject however to the rights of the parties to contest the illegality of any such Orders or Amendments in a court of law.

2. Whenever an imposed minority hiring plan or a voluntary hiring plan shall provide for the employment of trainees, they shall be employed subject to the terms and conditions of this Agreement to the extent that such minority hiring plan shall permit.

3. The Association agrees to cooperate with the New Jersey Regional Council of Carpenters in the development and implementation of uniform procedures for meeting requirements of minority hiring plans on a statewide or regional basis so as to eliminate the multiplicity of conflicting plans now being developed on a job by job basis. Nothing herein shall preclude either party from participating in a voluntary plan, nor shall anything herein require either party to enter into a voluntary plan.

**ARTICLE VIII
TERRITORIAL JURISDICTION:**

This Agreement shall cover the New Jersey Regional Council of Carpenters and its member Local Unions comprised of the following Regions:

Northern Region: Local Unions # 6, 15, 124, 1342;
Central Region: Local Unions# 65, 155, 620, 715, 1006 and 455;
Southern Region A: Local Unions # 31, 781, 2018, 2250;
Southern Region B: Local Unions # 121, 393, 542, 623, 1489, 1743, 29

**ARTICLE IX
TRADE AUTONOMY:**

1. The trade autonomy of the United Brotherhood of the Carpenters and Joiners of America consists of the milling, fashioning joining, assembling erecting, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials. The handling, erecting, installing and dismantling of machinery and equipment and the manufacturing of all materials where the skill, knowledge and training of the employees are required, either through the operation of machine or hand tools, either at the job site or in production shops, mills and factories.

2. Our claim of jurisdiction, therefore, extends over the following divisions and sub-divisions of the trade: Carpenters and Joiners; Lathers; Millwrights; Pile Drivers, Bridge, Dock and Wharf Carpenters; Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders and Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Display Workers; Shinglers, Siders and Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Furniture Workers, Reed and Ratan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers, Railroad Carpenters and Car Builders and all those engaged in the operating of wood working or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions.

3. Burning, welding, rigging and the use of any instruments or tools for layout work, incidental to the trade.

4. When the term "Carpenter and Joiner" is used, it shall mean all sub-divisions of the trade.

**ARTICLE X
WORK JURISDICTION:**

A. The Association recognizes that the Union claims the following work jurisdiction:

The terms "carpenters" and "joiners" shall be synonymous.

1. The prefabrication, fabrication and construction of forms for footings or foundations of houses, buildings structures of all descriptions, whether made of wood, plastic or any other material, the erecting of structural parts of a house, building or structure made of wood, precast concrete or any substitute such as plastics, or composition materials, putting together roofs, partitions, fabricating or erecting forms for decking or other structural parts of houses, buildings, or any structure and stripping and dismantling of all forms. The fabrication, erecting and dismantling of all falsework. Where power is used for the setting or dismantling of forms or any other material erected

by Carpenters, the Carpenter will do all handling, tagging and signaling. The fabrication and / or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and / or leveling of these bolts is included. The installation and removal of all safety or weather protection, whether temporary or permanent, also the erection and dismantling of all shanties, including tarps or tents of all materials, and building of platforms, runways, catwalks and elevator shafts, whether temporary or permanent.

2. The handling, carrying, loading, unloading and conveying of all materials erected or installed by employees represented by the brotherhood.

3. The shoring of banks, slopes, holes, including the driving of sheeting in areas where Carpenters perform work.

4. All framing in connection with the setting of metal columns. The setting of all forms, centers, imbedded wood and bulkheads of any type of material including expanding metal; the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or moulded or made up of more than one member and the setting of all screed and forms pertaining to slope protection. Setting, assembly and maintenance of screed machines and lining and leveling of the track. The making and setting of all forms used in concrete work. The handling, installing and stripping of adjustable bar or span-all joists.

5. The installation of all louvres and all moulding, column covers and trim made of wood, metal, plastic or composition, installing of run-strips for plumbers or other trade or cutting for pipes through floors, joists or partitions composed entirely or in part of wood or other material erected by Carpenters. The installation of all framework, partitions and trim, materials for toilets and bathrooms made of wood, metal or plastic or composition materials; fastening on all wooden, plastic or composition cleats to iron work or any other material; the erecting and installation of stran steel or similar material; cutting and hanging all lumber or other material between girders and joists for fire proofing or concrete centers; setting and hanging of all sash, doors, inside and outside blinds, windows and other frames; erection or application of all shingles, standing seam roofs, aluminum siding, siding wallboard, or sheets composed of wood pulp, plastic, plaster, transite or composition materials or any combination of any of the above with any other material including combined or faced with metal regardless of the manner attached; the erection and assembly of interior and exterior signs or displays of all types; unloading, handling and erection of all wood, metal, plastic and composition partitions; cutting and applying of all furring; making and fastening of wood brackets for metal ceilings and side walls; erecting of all furring regardless of composition, and putting on all grounds for plaster or cement finish.

6. The building, erection and dismantling of all staging and scaffolding over fourteen (14) feet from the level of same and all scaffolding regardless of height where carpenters shall perform work thereon, whether wooden, tubular, mobile, stationary or otherwise, including "Morgan" type scaffolding and other self-rising scaffolding; the maintenance, repair and jacking of all mechanical scaffolding such as "Morgan" scaffolding; the building and constructing of all derricks; the making

of mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings.

7. Fitting, installation and fastening of stops, beads and molding in doors and windows; framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood or substitute material. The hanging, setting and installation of wood, metal or plastic doors, including but not limited to fire, formica, overhead and security doors, sash, jambs, bucks, including freestanding bucks, casings, moldings, chair rails, mantels base or mop boards wainscoting furniture, china closets, kitchen cabinets, serving counters, booths, wardrobes, non-electrical bells, mail slots, interviewers, knockers, louvers, kickplates and installation of bowling alleys, and installation of displays; setting of vanities of all types with or without fixtures.

8. The manufacturing and erecting of cooling towers, refrigeration buildings and rooms, sauna baths and tanks. The erection and installation of all Clean Rooms and associated equipment & accessories. The installation of wood, plastic or metal awnings, door shelters, marquees, jalousies and plastic roofs. The laying and finishing of all floors including wood, knitter house floor tile or liquid substances for floor tile, cork, asphalt, linoleum, vinyl, rubber, liquid, astroturf type covering or any other type of resilient floor covering, the preparation of various floors for receiving any of said types of flooring or covering. Installation of elevated and floating floors. The installation of rugs, carpets, draperies, tracks, cubicles and curtains. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in their entirety; and all insulation of all types including bats or blankets, whether rigid or otherwise, whether nailed, glued or blown.

9. Building, handling, installing, unloading and erecting stairs, store, office, bank and other fixtures, furniture, wrapped, bundled, crated or not, refrigeration cases, whether for display or otherwise and walk-in boxes, shelving, racks whether of wood or other material; making and fitting of screens; putting on weather strips and caulking. The installation of laboratory equipment including cabinets, alborene stone tops, sills and work benches, whether wood or metal, medicine cabinets with or without mirrors, or electrical fixtures, bookcases, including Nesbitt type bookcases, fume cabinets, and cabinets either separately or used in conjunction with heating and / or air conditioning units, blackboards, bulletin boards, billboards, meter boards and boards of all types. The receiving, unloading, handling, installation, erection and dismantling for re-use of all seating facilities.

10. The handling and installation of lumber, fixtures, trim and other material including exterior and interior metal studs, drywall and gypsum wallboard of all types, regardless of finish. The erection of porcelain enameled panels, glass-weld type panels, wood, masonite, corespan and transite type and metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums and open-air theaters and other buildings; installing wood, metal, plastic, corner beads, gypsum, tectum or similar planking and any material which receives poured gypsum; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors or for pouring concrete buildings, building and repairing coal pockets, breakers, washers, tripples; setting of forms for sidewalks, sidewalk lights, curbs within property lines and on highway

structures, utility vaults within the property lines, gutters; erection and installation of hampers, trash, garbage, laundry or mail chutes regardless of composition of material and all welding and burning incidental to carpentry. The installation of cork, styrofoam, urethane, foamglass or any other form of insulation material used in construction of walk-in boxes, refrigerators, freezers, coolers, foundations and all interior and exterior sidewalls, roofs and ceilings, etc. and the installation of doors thereto.

11. All fitting, mortising or boring of holes for hardware on doors must be done on the job site, except pre-finished doors, metal doors, specially finished doors or when otherwise required by Architects specifications.

12. The operation of winches and jacks whether operated manually or operated mechanically by portable operating devices, used to handle material to be installed or erected by carpenters and all tagging and signaling incidental to the trade.

13. The handling and installation of all prefabricated, precut and modular structures. The erection, disassembling and repair of metal, wood, or plastic forms for modular units.

14. The maintenance and operation of small generators, welding equipment, gas operated saws, electric saws, skill saws and other portable equipment used by carpenters in the performance of their work. Maintain shall mean starting, stopping, oiling, greasing, gassing, handling and sharpening, if done on the job site and when requested by the employer, repairs on the job site.

15. Any change in technology or materials that replaces an application that falls under carpenter or millwright jurisdiction shall be deemed the work of the carpenter or millwright.

B.

1. The term "Millwright and Machine Erectors" shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all machinery and equipment installed either in buildings, factories, structures, processing areas, either under cover, under ground or elsewhere, required to process material, handle, manufacture or servicing; be it powered or receiving power manually by steam, gas, electric, gasoline, diesel, nuclear, solar, water, hydraulic, air, chemical or other form of power and in industries such as and including, which are identified for the purpose of description, but not limited to the following: woodworking plants, batch plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal, water plants, laundry, bakery, mixing plant, can, bottle and bag packing plant, textile mills, paint mills, breweries, milk processing plants, power plants, aluminum processing or manufacturing plants, amusement and entertainment field, twine, steel, saw and cement and machine shops, jewelry factories, auto plants, sugar refineries, starch houses, fertilizing plants, malt houses; shoe factories, ice plants and equipment, glue and ice cream factories, where shafting and machinery are used in manufacturing and transmitting power. Installation of all belts, buckets, head and tail pulleys and drives in bucket elevators. Installation of cyclotrons;

installation of mechanical equipment in atomic energy plants whether on land or sea; installation of reactors in power plants subject to international agreements, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereof either assembled, semi-assembled or disassembled. The installation of but not limited to the following: setting of all engines, truck bumpers, telescopic seals at truck terminals, load levelers, and kelly type docks, motors, generators, air compressors, fans, pumps, sluice gates, scales, hoppers, conveyors of all types, including but not limited to traveling or moving garment racks, sizes and their supports, escalators, man lifts, moving sidewalks, hoists, hydraulic equipment, dumb waters, all types of feeding machinery, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and the installation of all types of equipment necessary and required to process material either in manufacturing or servicing; the handling and installation of pulleys, gears, sheaves, fly wheels, air vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work troughs, clippers, filters, cutting all calendar rolls, winder, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planning, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes, cables; The lubrication and maintenance on all equipment run-ins; receive, prepare, install and erect all machinery paddles, wear plates and all other accessories and hardware relative to sewage disposal systems.

2. Where substitutes are utilized, replacing the materials normally used by members of the unit covered by this agreement and requiring the skill and tools of members of the unit, same shall be handled, erected, placed and/or installed by members of the unit covered by this agreement.

3. Framing and setting of all bridgetrees, either wood or steel, where they are no part of the building or structure; all foundations, beams or timbers used for the reception of machinery, drilling all necessary holes for the same, whether foundations be of wood or steel, concrete or other material and all holes for beamings and machinery to be drilled by Millwrights in wood, steel, or other materials, whether ratchet or power drills be used.

C.

1. Lathing shall be assigned to journeymen and apprentices represented by this Regional Council on the following work: erecting, constructing, installing and completing of all light iron construction, furring; making and erecting of brackets, clips and hangers; wood, wire and metal lath; plaster board or other material which takes the place of same to which plastic or acoustical material is adhered; corner beads, all floor construction; arches erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material.

2. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, naillock, screwlock, pomeroy and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, or any other materials and all light iron and metal studs such as stran studs, penn metal, soule, truscon and other trade names of metal

studs and all other types of light iron and metal studs, no matter what the manufacturer, when such studs are to receive a dry wall finish, such as gypsum board, wall board, wooden paneling, etc., or when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath, plastic or acoustical materials.

3. The nailing, tying and fastening of all wire and metallic lath such as wirecloth, wire mesh, expanded metal lath, hyrib lath and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceiling of any of the above types of light iron or metal furring which receive lath, plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paper-back steeltex floor lath, Penn metal rib, and all other appurtenances connected therewith.

4. The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mould, metal chair rail, metal base and base screed and any and all other metal plastering accessories which are covered and/or serve as a ground guard, stop, or screed for plastic material.

5. Such other work as falls within this article as such other work may now exist or may come into being as a result of the development of new methods and new materials, including, but not limited to the installation and erection of the drivit and similar systems.

6. Installation of formwork for reinforced concrete construction where such agreements prevail.

7. The loading, unloading, carrying, placing and handling of all materials falling within the trade jurisdiction of this State Council from the point of delivery on the jobsite to the point where work is to be performed with said materials.

D. Residential/Light Commercial

The Joint Committee shall define work that will be covered under the non-commercial, residential agreement.

The Joint Committee shall address other jurisdictional issues that arise during the term of this agreement.

ARTICLE XI JURISDICTIONAL SETTLEMENT PROCEDURE:

It is agreed between the Union and the Association that this agreement is applicable to construction work that is primarily within the recognized and traditional jurisdiction of the Union

and shall be performed in accordance with the terms of this agreement. It is further agreed that should any employer be required to perform construction work that is within the recognized and traditional jurisdiction of another Union with which the employer has a similar agreement for the performance of that work, then work assignments shall be made in accordance with Agreements of Record or prevailing area practice. If the Union is still aggrieved over any assignment, the matter shall be referred to the respective General Presidents of both contesting Unions in an effort to seek a resolution. If the matter fails of satisfactory resolution in this manner, the parties may agree to select an impartial third party or pursue the matter through the procedures of the National Labor Relations Board. Pending an orderly resolution of the matter, there shall be no interruption of work by a work stoppage, strike or refusal to refer employees to the project by the Union.

ARTICLE XII FURNISHING OF TOOLS:

The Employer shall furnish all drills, hacksaw blades, all wrenches over one (1) inch, files, taps, reamers or any other special tool that is not normally carried in an employees kit of tools. Any stock room crib that is on the premises of a job where the distribution of tools or materials, etc., are being distributed to employees, shall be operated by an employee depending on the type of work being performed.

ARTICLE XIII MORE FAVORABLE CONDITIONS:

The Union hereby agrees that if it affords any conditions of a more favorable nature to any other employer with whom it has a collective bargaining agreement who performs the same or similar work, that said more favorable condition shall automatically be incorporated in this Agreement and be afforded all members of the Association covered hereunder.

ARTICLE XIV SHOP STEWARD:

1. The Regional Manager or his designee having jurisdiction over the job, shall appoint a competent journeyman as a Shop Steward. A Shop Steward shall always be employed whenever covered work is being performed on any job, except at the end of the job when punch list work is being performed by one employee which does not exceed three (3) days. The steward's employment may be terminated by the Employer after review of complaint against him between the employer and the Business Representative. In the event of a disagreement between the Business Representative and the employer, the complaint shall be referred to the Regional Manager for whatever internal actions considered appropriate.

2. The Shop Steward shall only take the necessary time to perform his duties to the best interests and safety of the covered employees. There shall be no non-working Shop Stewards and

the Shop Steward shall not be permitted to leave the job for the performance of his duties unless by the consent of the Employer.

3. The Shop Steward shall have no authority to call any strike or stoppage of work or to make any Agreement which changes, modifies or alters any of the terms and conditions set forth in this Agreement. The Shop Steward shall be given two hours notification before an employee is laid off. The employee shall be given one hour notice of layoff and shall immediately leave the job. In the spirit of cooperation and as a courtesy, the employer will make every reasonable effort to notify the Business Agent twenty-four hours in advance to laying off six or more employees at one time.

4. The Shop Steward shall not be discriminated against for attending to his or her duties.

ARTICLE XV WORK RULES:

1. The welding torch, burning equipment and chain falls are tools of the trade having jurisdiction over the work being performed. Employees using these tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. The Employer shall provide the welding and burning protective equipment for this work.

2. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

3. All manually operated or power operated equipment required for the performance of millwright work shall be used by millwrights.

4. Slowdowns, standby crews and featherbedding practices will not be tolerated.

5. A steward shall be a qualified employee performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards. Maximum time allocated to union business shall not be excessive.

6. There shall be no illegal strikes, work stoppages or lockouts.

7. When a Council does not furnish qualified employees within 48 hours (Saturdays, Sundays and Holidays excluded), the contractors shall be free to obtain employees from any source.

8. Employees shall observe the employers' rules and regulations not inconsistent with this agreement which shall be posted at the project.

9. A copy of said rules and regulations shall be furnished to the Union at least ten (10) days prior to posting.

10. The selection of craft foremen and general foremen shall be entirely the responsibility of the employer, it being understood that after selection of the first foreman, the second and subsequent foremen shall be selected by the employer from among qualified employees in the Council. Foremen and general foremen shall take orders from individuals designated by the employer.

11. Employees shall leave their designated shanty or tool room at the starting time and shall remain at their place of work until the quitting time. In high rise buildings, this shall apply where an elevator is available.

12. There shall be no limitations or restriction on the employers choice of materials, design, methods or techniques of construction.

13. The Employer agrees that Carpenters will maintain forms at all times when pours are being made, except ordinary footings and grade slabs one board in height (12").

14. All employers shall report any new job twenty-four (24) hours before starting time.

ARTICLE XVI PORTABILITY:

Employers who are members in good standing of the management bargaining Associations signatory hereto who have accordingly assigned their bargaining rights for the Carpenters to said management Association(s), shall be permitted portability of manpower as follows:

A minimum of 50% of the first six employees shall be members of the Region's jurisdiction, as defined in Article VIII/Territorial Jurisdiction, and the remainder may be members of other Regions within the New Jersey Regional Council of Carpenters. First employee shall be determined by the employer; second employee shall be from the Local Union and the remainder shall be in accordance with the aforementioned. One of each of the five subsequent employees shall be determined by the employer, however, he may be employed after two Local Union members of the total five have been employed. The one to five ratio shall continue as additional employees are hired accordingly. Layoffs shall occur in reverse order. All new jobs are to be reported to the Local Union where the work is performed. Failure to do so will result in a denial of portability for that job.

The Joint Committee shall meet quarterly to discuss portability issues. By unanimous agreement, the Committee shall have the authority to implement contract changes within the term of this agreement.

**ARTICLE XVII
VISITATION BY BUSINESS REPRESENTATIVE:**

The Business Representative shall be permitted to visit any job site of any Employer-member of the Association or any Employer who performs work under the terms of this Agreement. If security questions are involved, the Business Representative will abide by the rules and regulations.

**ARTICLE XVIII
GRIEVANCES AND ARBITRATION:**

1. In the interest of uninterrupted progress on any and all work covered by this Agreement, the parties hereby agree that there shall be no lockout on the part of any employer and there shall be no strikes, work stoppages, picketing or slow-downs of any kind including any threats thereof engaged in by the Union.

All questions or grievances involving the interpretation and application of this Agreement, other than trade jurisdictional disputes arising under Articles IX and X and the establishment of wage rates shall be handled under the following procedures:

Step I: Between the company representatives and the business representative at the job site as soon as practical but in no event later than three (3) working days after the occurrence of the dispute. Failure to raise any dispute within three (3) working days of its notification, renders the dispute null and void.

Step II: If not resolved pursuant to Step I, then between the Manager of the Region where the job is located, or a designee, and a company officer at the job site. This meeting should be arranged as soon as practical but in no event later than three (3) working days after the conclusion of step I.

Step III: If not resolved pursuant to Step II, then between the Executive Secretary/Treasurer of the Regional Council, or a designee, and a company officer at the job site. This meeting should be arranged as soon as practical but in no event later than three (3) working days after the conclusion of Step II.

Step IV: If the parties are unable to affect an amicable settlement or adjustment of any grievance or controversy, such grievance or controversy shall be submitted to binding arbitration under the rules of the American Arbitration Association at the request of either party provided notice in writing of the intent to do so is given through the other party and the American Arbitration Association within thirty-five (35) working days after Step III has been completed. An Arbitrator shall be selected pursuant to the rules of the American Arbitration Association who shall hear the matter and his decision will be final and binding on the contract to the Union and all Employers.

2. The Arbitrator shall render his decision in writing on the grievance and solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute.

3. The Arbitrator shall have no power to add to, subtract from, or modify this agreement.

4. The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

5. Except by mutual agreement, all timeliness provisions must be complied with and failure to comply by either party will result in default by that party of its position.

6. The Arbitrator shall render a decision in writing within ten (10) days after the close of an arbitration proceeding.

7. No employee, except to the extent that the law permits, shall be allowed to compel the Union to proceed to arbitration in any matter which the Union does not consider justified.

8. Each party shall share equally the expenses of the arbitrator.

ARTICLE XIX SUBCONTRACTOR CLAUSE:

1. The Employer will not subcontract any work within the jurisdiction of the Union which is to be performed at the job site except to a contractor who holds an agreement with the United Brotherhood of Carpenters and Joiners of America or one of its subordinate bodies having jurisdiction at the job site, or who agrees in writing, prior to or at the time of the execution of his subcontract, to be bound by the terms of this Agreement.

2. Upon request by the Business Agent, the employer will not withhold the names of all subcontractors who are to do any work covered by this agreement.

3. The Employer represents that its members, officers, and supervisory personnel will not attempt to form or participate in the creation of or operation of new or double-breasted corporations for the purposes of avoiding the obligations of this Agreement.

ARTICLE XX UNEMPLOYMENT AND TEMPORARY DISABILITY INSURANCE COVERAGE:

Each Employer agrees to immediately elect to become a covered Employer under the terms of the Unemployment Compensation Act - Temporary Disability Benefits Act, pursuant to the Revised Statutes of the State of New Jersey, 43:21-1, et seq. The purpose of this clause is to provide

unemployment compensation coverage and temporary disability benefit coverage for one or more employees of each Employer. Failure to comply with this provision shall be considered a breach of this agreement as to the non-complying individual contractor and the Union reserves the right to cancel the agreement of that particular contractor for such breach. The Employer will elect to become covered before the commencement of the job and the hiring of employees. He will provide the Union with his qualifying number as issued by the Division of Unemployment Security of the New Jersey Department of Labor and Industry.

ARTICLE XXI SHIFT WORK:

1. When so elected by the Employer, multiple shifts on a temporary basis of at least five (5) consecutive days duration may be worked. Any period of time less than five (5) consecutive work days may be considered shift work if mutually agreed to by the Union and the Employer.

2. When a two shift schedule (including a day shift) is established, the first or day shift shall be established on an eight (8) hour basis. The second shift shall be established on an eight (8) hour basis and paid the base rate plus 15%.

3. When a three shift schedule is established, and mutually agreed to by the Employer and the Union, the following conditions shall prevail. The day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7 ½) hour basis, and the third shift shall be established on a seven (7) hour basis. The first shift shall receive the base or regular hourly rate. The second shift shall receive the base hourly rate plus 15%. The third shift shall receive the base hourly rate plus 20%.

4. When there is no day shift and a second shift or third shift is established and mutually agreed to by the Employer and the Union, the following conditions shall prevail. The second shift shall be established on an eight (8) hour basis. The third shift shall be established on an eight (8) hour basis. The second shift shall receive the base hourly rate plus 15%. The third shift shall receive the base hourly rate plus 20%.

5. When an irregular shift must be established, the percentage premium shall be 15% above the base rate.

6. The percentage premium, when added to the base rate, shall be termed the regular hourly rate. Shift hours for the second and third shifts shall be such as to conform to the day shift and in no case shall an employee work on more than one shift within a 24 hour period.

7. Separate safe and suitable rooms or lockers for the security of the employees' tools and clothing shall be provided for the employees of each shift.

8. When the Department of Labor does not include the shift premium in the prevailing wage rate schedule, the shift work premium will be waived.

9. All time worked before and after a regularly established shift shall be paid at the applicable overtime rate. When a portion of a regular established shift works into Saturday, Sunday or a Holiday, that time worked shall be paid at the established shift rate.

ARTICLE XXII GENERAL WORKING CONDITIONS:

1. The Employer shall provide a comfort station on the job to conform with the particular community's health laws, where the job or shop is located; provide sanitary drinking cups and water, which shall be iced between May 1 through October 1, as well as a suitable tool house with a lock. Suitable heating equipment shall be furnished for the shanties during the months of the year when heat is required. Tool sheds shall not be used as a storeroom for any purpose. It shall be kept clean and be of adequate size for the employees to eat their lunches. Where the employees' tools are stored on the job, they shall be stored in the premises designated by the Employer. The Employer shall be responsible for the loss of each employee's tools from fire or breaking and entering of any tool shed or shanty. No claim shall be made unless the aggregate loss of tools from fire or breaking and entering of any tool shed or shanty suffered by all employees on the job exceeds \$25.00 overall. The liability of the Employer shall be limited to \$300.00 per employee for carpenter tools and \$450.00 per employee for millwright tools. The employer will issue a hard hat, safety glasses and all safety equipment. Any additional issue of safety equipment will be paid for by the employee, unless stolen or worn out.

2. Where the Employer requires an employee of the Union, to use the employee's car on the Employer's business, the employer will provide public liability coverage for the use of such vehicle while the employee is using that vehicle for the Employer's purposes. Failure to so provide shall constitute an automatic breach and the Union may exercise its privilege of canceling the agreement on twenty-four (24) hours written notice.

ARTICLE XXIII WORKING HOURS AND HOLIDAYS:

1. Eight (8) hours shall constitute a day's work. Starting time may be flexible from 7:00 a.m. to 9:00 a.m. as mutually agreed to by the Business Agent and Employer. One half (1/2) hour for lunch, in the shanty, from 12:00 noon to 12:30 p.m. Work resumes at 12:30 p.m. It is expressly understood, however, that while concrete is being poured employees covered hereunder who are attending forms may be given the thirty minute lunch period anytime from 11:00 a.m. to 1:00 p.m., at the discretion of the Employer.

2. Five (5) days shall constitute a week's work, Monday through Friday inclusive. Four (4) ten hour days may be worked, when mutually agreed, Monday through Thursday at straight time pay. Friday shall be used as a make up day at straight time for days lost due to inclement weather or for other mutually agreed reasons. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half providing there was work and the carpenter worked all four of the previous working days. If a carpenter does not work 40 hours during the work week prior to the Friday premium day and providing there was work for the carpenter, then all time up to 40 hours shall be paid at straight time. In all other instances, five eight-hour days shall be worked Monday through Friday at straight time pay.

3. Upon mutual agreement by the employer and the union, when during the course of a normal work week of eight-hour days from Monday through Friday 32 hours or less are worked strictly due to weather conditions or an otherwise mutually agreed circumstance, the employing contractor has the option of working Saturday for 8 hours at straight time.

When, during the course of a normal work week of eight-hour days from Monday through Friday, 36 hours or less are worked strictly due to weather conditions or an otherwise mutually agreed circumstance, the employer shall have the option of working 8 hours on Saturday for straight time up to 40 hours and the applicable overtime rates for all time over 40 hours.

Where a four ten-hour day schedule is established on a job, and 36 hours or less are worked due strictly to weather conditions or otherwise mutually agreed circumstances, Friday may be used as a make-up day for such hours lost at straight time up to 40 hours and the applicable overtime rates for all time over 40 hours.

4. Any work performed outside the aforesaid hours or on Saturday or Sunday and the following Holidays, shall be considered overtime and paid accordingly: New Year's Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, and Christmas Day. In the event a holiday falls on a Sunday, the following Monday shall be observed as the holiday. The overtime rate Monday through Saturday shall be time and one-half; Sunday & Holidays shall be double time.

5. In the event some other craft has a different holiday than those designated herein, the contractor shall endeavor to plan his work so as to minimize its impact to avoid a forced holiday.

6. New hires shall report at 8:00 a.m., the established starting time, unless an earlier start is otherwise agreed upon, provided the contractor has called the union hall prior to 8:00 a.m. on the preceding day. Late arrivals will begin work and be paid from 9:00 a.m., 10:00 a.m. or whatever is appropriate.

7. Any employer who requests an employee through the referral procedure to work on the same day the request is made by the Employer shall pay that employee from the mutually agreed starting time of that day.

8. No work shall be performed by employees covered by this agreement on Labor Day except in the case of emergency and by permission of the Council. It is agreed that overtime is undesirable and not in the best interests of the industry or the employees. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum. Prolonged use of overtime will be permitted only with the agreement of the Council and the employer. Whenever any employees are required to work more than two hours overtime, a half hour eating period shall be provided with pay at the applicable rate.

ARTICLE XXIV PAYMENT OF WAGES AND FRINGES:

1. Employees shall receive their wages in cash or by check, when allowed as herein set forth, on the job in a closed envelope which shall be plainly marked as to each employee's name, the hourly rate, number of hours, deductions for vacation, dues and the various taxes, such as unemployment, social security and temporary disability. The envelope shall show the gross amount of wages, the employer's name and address. The Employees shall be paid prior to the end of the established weekly pay day, or an earlier day if the regular pay day falls on a recognized holiday when the banks are closed. Two (2) days back pay may be withheld by the Employer for each weekly pay.

2. Permission to pay by check must be requested in writing by the Employer to the particular Council involved. After consideration of such request the Union shall notify the Employer if payment by check is granted.

3. When payment by check is permitted, the Employer must comply with the requirements of state law, including N.J.S.A. 34:11-4.2 requiring that provisions be made to cash checks locally without reduction in amount.

4. All members of the Building Contractors Association of New Jersey and its affiliated local Associations throughout the State who have assigned their bargaining rights and the Drywall and Interior Systems Contractors Association, Inc. of New Jersey have submitted such a request and each employer member thereof has been approved by the Union. It is also understood that Payroll checks must be bonded and employees paid in cash when terminated, however, this rule does not apply to the Building Contractors Association of New Jersey and members of its affiliated local associations and members of the Drywall and Interior Systems Contractors Association, Inc. of New Jersey.

5. Fringe benefits must be paid weekly by check to the Shop Steward on the job and delivered to him with the necessary fringe benefit submission forms fully completed, unless permission to submit same by mail directly to the Fund Office is granted by the Trustees of the various funds. All members of the Building Contractors Association of New Jersey, its affiliated

organizations and the Drywall and Interior Systems Contractors Association, Inc. of New Jersey have been granted permission to submit payment and forms by mail to the various funds on a monthly basis.

6. The Business Agent or the Steward shall have the power to examine the pay of any employee.

**ARTICLE XXV
LAY-OFF:**

1. Employees who have been employed on a job four (4) or more days shall receive one (1) hour's notice of discharge at which time they shall receive their pay and shall be permitted to leave the job site at that time.

2. The Shop Steward shall be notified of all layoffs. When employees are required to wait for their wages after lay-off time, they shall be paid for every hour or half hour at time and one-half the hourly rate of pay.

**ARTICLE XXVI
UNION'S RIGHT TO STRIKE DELINQUENT EMPLOYERS:**

1. A Local Union or Regional Council is granted an absolute right to strike the job of any delinquent Contractor and shall be under no compulsion to return any employees to employment with such Contractor until all delinquencies are completely paid up with legal or other costs of the Funds related to said delinquencies. The Union may terminate this Agreement as a result of the delinquencies with said delinquent contractor. These shall be exceptions to Article XVIII, Grievance and Arbitration Procedure, under this contract. Where such action is necessitated as a result of the delinquency of any Contractor in the payment of wages, or of any of the fringe benefit payments set forth elsewhere in this Agreement, such delinquent Contractor shall be required to pay the striking employees' wages for each day on strike, for a period not to exceed three (3) days, prior to their return to employment for such Contractor and shall not return until delinquency is satisfied or back payment arrangement agreed upon. The aforesaid payment shall be limited to wages and does not include payments to any fringe benefit fund.

2. The Trustees of the respective Funds shall maintain appropriate actions in law or in equity, to collect the proper amount of contributions due, for an accounting of, or for any other appropriate relief. Should legal action be required in order to effect collection of the money owed by the Contractor, or to effect an examination of his books and records, the Contractor shall be responsible, in addition to the money owed, for attorney's fees and disbursements incurred, court costs, plus interest at the rate of twelve percent (12%) per annum on all money, even though actual legal proceedings have not been begun.

3. The Trustees of the respective Funds may require an Employer with a record of delinquencies or an Employer with no previous record of payments to the fringe benefit funds, to

post a surety bond obtained from a carrier licensed to do business in the State of New Jersey or cash escrow with the Trustees prior to the commencement of any work by said Employer. Such bond shall be in the amount determined by the Trustees but not less than \$5,000.00 and must guarantee the payment of Fringe Benefit payments required under this Agreement to all employees within the unit. A copy of such bond shall be furnished to the Union before the commencement or re-commencement of any work by such employees, or the escrow furnished.

The attorney's fees referred to above agreed upon as follows:

WITH OR WITHOUT SUIT
27 1/2% of the first \$750.00
22 1/2% over \$750.00
(Minimum \$25.00 each fund)

All disbursements and expenses including arbitration fees are additional.

4. It is further agreed that the Trustees of any Fringe Benefit Fund or an alleged delinquent employer may request arbitration of any alleged wage or fringe benefit fund delinquencies and arbitration must be heard within thirty (30) days after such request. The decision of the arbitrator shall be final and binding. The arbitration shall be heard in offices of the applicable Carpenter Funds or in the office of the counsel for the Funds and shall be in accordance with the rules of the New Jersey State Board of Mediation. In order to expedite such hearing, a Permanent Arbitrator is herewith designated and approved. Said Permanent Arbitrator is _____.

5. All provisions with respect to any local fringe benefits funds that are in conflict with the foregoing shall prevail.

ARTICLE XXVII INDIVIDUAL EMPLOYEE RIGHTS:

Each Employee in the bargaining unit individually reserves the right to cancel his services of labor on any job where non-union journeymen or apprentices are employed for a period exceeding the seven (7) days after which they may be required to become members of the Union, pursuant to a valid Union Security Contract.

ARTICLE XXVIII WAGES AND FRINGE BENEFITS:

1. The schedule of hourly wages and fringe benefit contributions Attached hereto as Appendix "A" shall be applicable during the term of this Agreement:

2. FOREMAN: shall receive 15% over the journeyman's rate.

3. GENERAL FOREMAN: shall receive 30% over the journeyman's rate.

4. The Union has the option of applying any amount of wages to a vacation fund, check-off or dues. The Employer agrees to make such deductions and to direct payment of same to such offices as may hereafter be requested by the Union or Trustees of any such fund.

5. It is agreed that the Union may, during the term of this agreement, exercise the option to convert any part of the wage package as payments to any fringe benefit program.

6. There will be one uniform schedule of wages and fringe benefits, including dues check-off and other employee deductions, for the New Jersey Regional Council of Carpenters by May 1, 2003.

7. Any Vacation monies which may be required to be paid to the New Jersey Carpenters Vacation Fund are subject to the Trust Agreement governing the Fund and to the Vacation Plan adopted by the Trustees, under both of which forfeitures may be used to pay expenses of the Vacation Fund, to guarantee to employees receipt of deductions made from the employees' pay and to pay interest on employees' accounts.

8. The erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside buildings, shall be at the following rates: The first sixty feet at the regular rate, 10% to be added to the regular rate for each additional fifty feet thereafter.

9. Apprentices shall be paid the following scale of wages:

1st 6 months -	40% of the journeyman's rate
2nd 6 months -	45% of the journeyman's rate
3rd 6 months -	50% of the journeyman's rate
4th 6 months -	55% of the journeyman's rate
5th 6 months -	65% of the journeyman's rate
6th 6 months -	75% of the journeyman's rate
7th 6 months -	85% of the journeyman's rate
8th 6 months -	95% of the journeyman's rate

and after the 8th six months period, the full Journeyman's rate. The working hours of an apprentice shall be the same as those of journeymen except that the apprentice shall be guaranteed an eight (8) hour day on any day on which the job works for the first year of apprenticeship.

**ARTICLE XXIX
LABEL:**

All employees as individuals who work under the terms of this Agreement reserves the right to recognize the existence of or non-existence of the label of the United Brotherhood of Carpenters and Joiners of America on all materials, supplies and equipment which they install or erect.

**ARTICLE XXX
FOREMAN CARPENTERS & MILLWRIGHTS:**

All reference to Carpenters in this article will duly apply to Millwrights.

1. Where there are 2 or more carpenter employees on the job, there shall be a foreman.
2. The first crew of employees shall not exceed 20 employees exclusive of foremen.
3. At such time as the 21st employee is employed, there shall be two foremen.
4. A third foreman shall be hired at any time but no later than such time as the 36th employee shall be employed, at which time one of the three foremen shall be designated a general foreman, and thereafter additional foremen shall be hired with the employment of the 46th, employee, 56th employee, etc., in multiples of ten.
5. All foremen shall be "working foremen" at the discretion of the employer.
6. On jobs exposed to inclement weather conditions, the duration of which jobs shall be of 10 or less working days exclusive of days lost by reason of inclement weather, and where there are less than 3 carpenters employed thereon, the foreman shall not receive pay for intervening inclement weather days or holidays. In the event that such jobs exceed 10 actual working days exclusive of holidays and days lost by reason of inclement weather, the foreman's usual pay requirements shall be retroactive to the commencement of the job.
7. Except as provided for in paragraph six (6) above, all foremen, including the general foremen, shall be paid for the prevailing regular weekly basis for all normal working days between the initial date of employment and the termination date of employment, holidays and inclement weather days included, provided however that all foremen must report to work every day within the work week unless otherwise directed by the Employer. All overtime worked by foremen shall be compensated for at proper overtime rates.

**ARTICLE XXXI
FRINGE BENEFIT FUNDS:**

1. The Employer acknowledges the fringe benefit funds (collectively known as the "Funds") have been created by prior collective bargaining agreements and include the New Jersey Carpenters Funds, the New Jersey Carpenters Apprentice Training and Educational Fund, and the UBCJA/Associations Health Safety Industry Funds, and the New Jersey Carpenters Contractors Trust.

2. Each of the Funds is managed by an equal number of Employer and Union designated Trustees in accordance with Agreement and Declarations of Trusts which govern the operation of the Funds. Any Employer party to this Agreement and not a member of the Association agrees that the Employer Trustees shall represent it on the Boards of Trustees of the Funds.

3. The Funds shall be governed by the relevant state and federal laws in a manner consistent with the purpose of remaining tax-exempt employee benefit funds as approved by the Internal Revenue Service.

4. Any Employer party to this Agreement explicitly and expressly agrees to all of the terms and conditions of the Agreements and Declarations of Trust governing the Funds and the Plans relating to each Fund as if these documents were set forth at length herein.

5. Notwithstanding the termination of this Agreement at any time in the future and pending negotiations for a new agreement, each Employer agrees to continue to pay to the respective Funds, if any Employees represented by the Union are in their employ, contributions on behalf of such Employees in an amount not less than as stipulated herein.

6. If any Employer defaults in the payment of his contributions to the Funds as stipulated herein or is in violation of the rules of collection set by the Trustees of the Funds, the Union may consider such defaults as a breach of this Agreement and may terminate this Agreement as to such defaulting Employer.

**ARTICLE XXXII
TRAINING, SAFETY & ADVANCEMENT FUND:**

1. The parties hereto do hereby establish a Training, Safety and Advancement Fund (TSA) pursuant to the requirement of the Labor-Management Relations Act, the Internal Revenue Code and all applicable laws and the agreement of parties for the purpose, in all lawful ways, of promoting the increase of commercial, institutional, public, industrial building and housing construction throughout the State of New Jersey and the adjoining areas within the territorial jurisdiction of the unions by providing building owners, architects, engineers, builders, contractors, private and public funding institutions and agencies, government agencies and any others, directly or indirectly with the building construction industry, information, data and other information to communicate the advantages of

sound, durable and economical construction that will provide a high degree of service, utilization and benefit to the public by the utilization of union affiliated contractors. The purpose of the Fund shall be to foster and promote the continued utilization and expansion of union construction, particularly utilizing union members of the carpenters union, in prospective projects throughout the State of New Jersey.

2. Effective May 1, 2002 and continuing thereafter, each Employer hereunder shall contribute \$.21 per hour for each hour worked by each member of the carpenters union. Said contribution shall be part of the UBCJA/Associations Health and Safety Industry Funds and allocated to the Training, Safety and Advancement Fund created hereby. The New Jersey Carpenters Fund office shall collect and distribute such funds.

3. Although the above contribution is designated a "contribution" it is expressly understood and agreed that the said sum payable to said TSA is not intended to be and is not a contribution to employees and no employee of Employer has any proprietary interest in said funds.

4. The parties hereto do hereby establish the New Jersey Carpenters Contractors Trust (NJCCT) pursuant to an Agreement and Declaration of Trust. The NJCCT shall be a labor-management committee established under the Labor Management Cooperation Act of 1978. The terms and conditions of the Trust shall be mutually agreed to by the Union and the Associations (BCANJ, DISCA, AGC/NJ). There shall be equal representation of both labor and management on said committee.

ARTICLE XXXIII SAFETY REGULATIONS:

All employers and employees shall be required to abide by all Federal, State and Local safety regulations, including but not limited to all OSHA regulations. All covered employees shall abide by the employer's safety regulations. A joint Safety Committee of Labor and Management shall be established to develop the necessary programs to implement the above.

On buildings of seven (7) stories or higher, a safety-approved personnel elevator and a qualified elevator operator shall be provided by the employers.

ARTICLE XXXIV LAYOUT WORK:

1. The carpenter shall drive all stakes, erect all braces and batter boards and do all layout with transit, level or any other means for the purpose of, but not limited to, locating machinery, equipment, bridges, footings, foundations, floors, walls, bolts, columns, partitions, door bucks, curbs, manholes, excavations, etc.

2. On larger jobs such as power plants, dams, bridges, housing, projects, or any other job where it is necessary to have a full time crew for layout, line or grade work, the following will apply:

(a) A carpenter foreman or company supervisor shall supervise and direct members of the unit on any one job. He shall be directly responsible for the layout from specifications and plans to the direction and actual performance of the layout. He shall read plans and specifications, make sketches for performance of layout, develop and maintain survey records, do the necessary computations, control the layout of the job and be able to do the required duties of any member of the unit. He shall direct employees in the unit.

(b) Carpenter journeyman under the directions of a carpenter foreman or company supervisor shall perform layout and run the instrument in a party. They shall set up, operate and make minor adjustments, read plans and sketches, and keep surveying records.

(c) Carpenter journeyman or apprentices, if available, shall hold the rods and generally assist in doing layout.

3. The Union agrees to include in its Apprentice and Journeyman Training programs instructions in the use of the transit, level, theodite, piezometer lazer when used as an instrument and other related instruction in the field of layout, line and grade work so that a sufficient number of properly trained employees will be available to the employer at all times.

4. It is agreed that the aforementioned layout work will be assigned to employees covered by this Agreement and not to any other craft.

5. The contractor reserves the right to employ a Licensed Professional Engineer or Land Surveyor for establishing basic location of buildings, for making certified surveys, and for protecting the employer from liability for improper layout.

6. It is understood the Union will allow mobility or freedom of movement within the State of New Jersey for layout personnel or crews. It is further agreed that the size of the layout crew will be determined by the employer. The Union does not concede any rights it may have now or in the future to perform layout work on off-site roads or to represent those who do. It is, however, not the intent of this Agreement to cover road work. It is understood that bridges or other structures built along the roadway where employees are employed are not to be considered road work.

7. It is further agreed that said tasks may be performed to the same extent, and under the same circumstances and under the same direction as in the past, by the employer or his management personnel.

**ARTICLE XXXV
MISCELLANEOUS:**

1. All employees shall receive a ten-minute coffee break in the morning.
2. Tools supplied by the Contractor shall be returned by the employees using same or by employees that are assigned to this duty by the Employer.
3. A five-minute clean-up time to be allowed before the scheduled lunch and quitting time for covered employees.
4. When employees are requested to work in foul weather, or conditions caused by same, foul weather gear shall be provided by the employer (Jacket, Pants & Boots).
5. Drug Testing is supported by the Union and Management. A committee of Management and Labor representatives shall meet to agree upon terms which shall be implemented for drug testing procedures/programs.
6. The Joint Committee shall oversee the development of a "smart card" which will identify the status of a carpenter's training qualifications, work status, I-9 qualifications and other provisions. The development of the "smart card" will be handled by the New Jersey Carpenters Contractors Trust in conjunction with the New Jersey Carpenters Funds Administrative Manager.
7. No project labor agreement (PLA) may supersede this agreement or any of its provisions or articles without the mutual consent of the parties. Further adding that a representative of the Employer Associations may participate in any PLA negotiations.

**ARTICLE XXXVI
PICKET LINE:**

The Employers' employees represented by the Union, reserve the right to refuse to cross any other Union's legal picket line and also reserve the right not to cross any illegal picket line where doing so might result in the infliction to them of bodily harm or where such result is reasonably to be anticipated or where threats of a verbal nature are made, from which they may reasonably infer that they may suffer bodily harm or damage to their property and neither of such refusals shall make the Union or its representatives or the members of the Union responsible in law or in equity or before any Federal or State Administrative Agency having jurisdiction over the subject matter.

**ARTICLE XXXVII
ACCIDENT OR SICKNESS:**

Should any employee be taken sick or meet with an accident while at work, the employer shall see that he is properly cared for. The shop steward shall take charge of his tools during his absence and notify the Business Representative. This is to be done on the employer's time; however, the steward shall do so at the least possible loss of time. Any employee who is hurt on the job and has to leave shall be paid for the full day.

**ARTICLE XXXVIII
CALL OUT PAY:**

1. Any employees reporting to the job and not being put to work for any reason other than inclement weather or circumstances beyond the control of the employer shall receive one (1) hour pay. Employees who start work shall be guaranteed pay to the next half hour if work is stopped. Such guarantees shall be applicable to shift work also. The employee must remain on the job during this time he is being paid.

2. Any new employee reporting for work at any time in the morning after agreed to starting time shall be guaranteed four (4) hours work, weather permitting work. If a new employee starts or continues to work in the afternoon, he shall be guaranteed eight hours work under all circumstances. In no case shall employees put their tools on the job in advance of being hired. This shall not apply to a temporary layoff when the same employees are later put to work nor if the employees who are regularly employed are absent on the previous day. After making a determination not to work, the employees shall leave the job immediately following the time for which they had been guaranteed work, as per Article XXIII, No. 6.

3. There shall be no penalty on the employees for any decision not to work because of weather. This shall not apply to emergency work or employees working under cover at said time. Emergency work shall mean that work which would be performed in order to prevent danger to life or property.

**ARTICLE XXXIX
RECOGNITION OF HEAVY AND HIGHWAY WORK
WORK COVERED:**

1. This agreement shall cover all road, railroad, highway and heavy construction. Heavy construction is defined as: construction and alteration of sewage disposal plants, filtering plants, all work performed under compressed air, offshore plants, offshore terminals, foundations, pile driving, piers, abutments, retaining walls, viaducts, water crossings pertaining to pipeline work, shafts, tunnels, subways, track elevations, elevated highways, reclamation projects, sanitation projects, aqueducts, irrigation projects, water power development, hydroelectric development, transmission lines, locks and dams.

2. In addition to all aforementioned articles of this agreement, the following article shall apply to only the work covered in Article XXXIX.

**ARTICLE XXXX
CONDITIONS OF WORK:**

1. In Burlington and Ocean Counties, and all areas South, lying in the State of New Jersey, all layout duties for any highway project shall be as follows:

(a) The survey crew shall layout and stake the base line and bench marks of the project involved. They shall further locate horizontally and vertically each structure and its significant parts on such project.

(b) The day to day layout necessary to construct forms and locate necessary points for line, elevation and anchor bolts from original points, is the work of the Carpenters.

(c) The Employer agrees that the transit and level are tools of the construction trades and will furnish same to the employees when needed for the performance of work normally performed by the employees.

2. And furthermore, it is agreed, that in accordance with the long and customary prevailing conditions in New Jersey:

(a) In Burlington and Ocean Counties, and all areas South, lying in the State of New Jersey, the Carpenters cap all piling in connection with classifications covered in this agreement, except the piles driven in a Cofferdam surrounded by water that flows freely around Cofferdam.

(b) North of Burlington and Ocean Counties line, all form work above the capping of piles, in or out of the Cofferdam is the work of the Carpenter, except where the Cofferdam is surrounded by free flowing water.

It being understood where there is no piling, all form work in a Cofferdam will be performed by the Carpenters.

3. The jurisdiction over the erection of earth walls and sound walls shall be determined by area practices; the area being the seven southern-most counties in New Jersey, starting with the northern most border of Burlington County.

4. When an employer orders a certain number of employees through the Union referral hall and these employees appear on the job as ordered, they must be put to work or paid no less than four (4) hours time.

ARTICLE XXXXI
RECOGNITION OF INTERIOR SYSTEMS WORK COVERED:

1. The Employer agrees to recognize that this agreement shall cover the installation of all materials and component parts of all types of ceilings regardless of their materials composition or method or manner of their installation, attachment or connection, including but not limited to the following items: all hangers, support components, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wall board ceiling heat panels, or wall board panels to receive radiant heat fill, all main tees, splines, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation.

2. All work in connection with the unloading, handling, installation erection and/or application of all materials and component parts of moveable, demountable or stationary, walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to the following items: all floor and ceiling runners, studs, stiffeners, cross bracings, fire-blocking, resilient channels, furring channels, doors and windows including frames, casing, moulding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board, finish board, gypsum fireproofing of beams and columns, gypsum fireproofing of chases, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes; and all other necessary or related work in connection therewith.

3. In addition to all aforementioned articles of this agreement, the following conditions shall apply only to the work outlined above:

A. **Foreman:** The selection of the foreman shall be the sole responsibility of the Employer. The foreman shall be the first and last employee on the job. The foreman shall give orders directly to the employees. The determination of the size of work force to be supervised lies exclusively with the Employer. The foreman shall carry out his duties as a representative of the Employer and may work with his tools so long as he is a member in good standing of the United Brotherhood of Carpenters and Joiners of America.

B. **Make-up Day:** In the event conditions on the job, beyond the reasonable control of the Employer, prevent the work from proceeding on any regular workday (Monday through Friday), the Employer and the Union shall have the right due to inclement weather or other mutually agreed upon reasons to a make-up day on Saturday at straight time wages.

C. Employers who are members in good standing of the management bargaining Associations signatory hereto who have accordingly assigned their bargaining rights for the Carpenters to said Association(s), shall be permitted portability of manpower as follows:

On any work covered under this Agreement, the employer shall designate the first two (2) Employees, regardless of the Employees' Region affiliation, providing the Employee is a member in good standing of the United Brotherhood of Carpenters. The employer must before starting work advise the Local Union in the area where the work is to be performed of its presence and the project's intended duration. Failure to do so will result in a denial of portability for that job.

The employer shall have full manpower portability for work performed in its Home Region utilizing carpenters, excluding foreman, who are UBC members within its Home Region (as defined in Article VIII/Territorial Jurisdiction). The employer's referral of an Employee who does not have a Union Book within the employer's Home Region (after the first two employer-designated Employees) shall require a matching referral of a man from the Local Union Hiring Hall.

Should the employer require more than two (2) designated Employees on work to be performed outside of the employer's Home Region, the next two (2) Employees and fifty percent (50%) of all additional Employees required thereafter shall be referred by the Local Union where the work is performed on a one-for one basis (the fifth man designated by the employer). Reciprocity shall be observed with respect to Company Employees with Books in the Region where the project is located who shall be counted as referrals by the Local Union.

Solicitation shall be permitted.

The Joint Committee shall discuss portability issues. The Committee shall meet quarterly. By unanimous agreement, the Joint Committee shall have the authority to implement contract changes within the term of this Agreement

D. When work to be performed in occupied buildings is of such a nature that it is not appropriate or practical during the regular work days such as renovation, alteration and modernization; such work shall be performed at the time suitable, designated by the owner. Contractors utilizing this provision shall notify the Union prior to commencing work. Such employees shall receive their regular hourly rate working seven and one-half (7 ½) hours and being compensated for eight (8) hours' work. When any employee works over seven and one-half (7 ½) hours under these conditions in any 24-hour period, the time worked shall be considered overtime and such compensation shall be at one and a half times the regular rate of pay.

In the event that a majority of the other related construction trades on the job have a different or longer workday than the Carpenters' workday under the applicable agreement, the Employer may, by consultation and agreement with the Union, conform the workday to the other trades without payment of premium wages.

When more than one shift is required, the first shift shall be at regular rates of pay. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours' pay and the third shift shall work seven (7) hours and receive eight (8) hours' pay. No employee shall be required to work more than one shift during a 24-hour period at shift rates.

**ARTICLE XXXXII
NO OTHER VERBAL AGREEMENTS:**

It is expressly understood between the parties hereto that all conditions governing the relationship between the parties are set forth herein and that there are no gentlemen's agreements, or understandings, of any kind supplementary hereto. It is agreed that the parties will meet on a regular basis to discuss the mutual problems of the industry and if necessary, and only by mutual consent of Management and Labor, make any adjustments to this Agreement.

**ARTICLE XXXXIII
AGREEMENT AND TERMINATION:**

This Agreement shall become effective on the 1st day of May, 2002 and shall terminate on midnight April 30, 2007. At least ninety (90) days prior to the expiration date of this Agreement, either the Union or the Association shall serve upon the other in writing a statement incorporating therein any desired changes in wages, hours of work, working conditions, benefits or any new proposals to be incorporated in a future Collective Bargaining Agreement to become effective subsequent to midnight April 30, 2002. They shall, within thirty (30) days thereafter, make every effort to commence negotiations prior to the termination of this Agreement.

IN WITNESS WHEREOF, we the authorized officers of the Union, the Building Contractors Association of New Jersey, the Drywall and Interior Systems Contractors Association, Inc. of New Jersey, and the Associated General Contractors of New Jersey have hereunto set forth our hands and seals this 1st day of May, 2002.

Building Contractors Association
of New Jersey:

Jack K...

Drywall and Interior Systems Contractors
Association, Inc. of New Jersey:

Donald E. ...

Associated General Contractors
of New Jersey:

Richard L. Forman

Construction Contractors Labor Employers:

Robert A. Brand

New Jersey Regional Council
of Carpenters:

Frank Spencer
Executive Secretary - Treasurer

Name of Company

Company's IRS Identification #

Company's NJ State Identification #

Company's Address

Company's Phone #

Authorized Signature

Date