

FINAL

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**District Council No. 711
International Union of Painters
and Allied Trades (IUPAT)**

and the

New Jersey Glass and Metal Contractors Association

**Beginning, May 1, 2006
Until April 30, 2011**

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- AGREEMENT -

This agreement is between District Council No. 711, International Brotherhood of Painters and Allied Trades, hereinafter referred to as the "Union" and The New Jersey Glass and Metal Contractors Association (the "Association" hereinafter).

- ARTICLE. 1 - RECOGNITION -

- 1.1 The Association recognizes the Union as the exclusive bargaining agent for all employers doing the work covered in the work Jurisdiction defined in 2.2. The employer may hire employees from other union trades where there are overlapping work jurisdictions.
- 1.2 The Union recognizes the Association as the exclusive bargaining agent for all contractor employers.
- 1.3 (a) The terms of employment, wages, hours of work and working conditions shall be maintained on a consistent basis for all employers and employees.
(b) The parties agree that any employer member of the Association has the option to adopt or work under any other agreements, or terms or provisions thereof, which the Union has entered into with any other employer performing such work.
- 1.4 The terms of this agreement shall be binding upon the assigns and successors of the respective parties.
- 1.5 The employer agrees to register all jobs in excess of \$20,000.00 by mail/phone/fax to the Union main or local office in the area where the job is performed prior to starting any job. The employer shall retain the original form. Failure to comply is a violation of this agreement and may subject the employer to a fine of \$500.00 fine, which would be paid to the Joint Trade Board.
- 1.6 All employers shall report to the Union the loss of any contract to a non-signatory contractor.
- 1.7 Any employer engaged in work outside the geographical jurisdiction of the Union shall:
 - (a) Employ not less than 50% of the employed on such work from the residents of the area where the work is performed or from among the persons who are employed the greater percentage of their time in such area. Any others shall be employed from the contractor's home area.
 - (b) Comply with all lawful clauses of the collective bargaining agreement in effect in the other jurisdiction including, but not limited to wages, hours of work, working conditions, fringe benefits, and procedure for settlement of grievances provided, however, employees brought into an outside jurisdiction by employers shall be entitled to receive the wages, fringe benefits, and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employee.
- 1.8 Employees covered by this agreement have the right to respect any legal picket line validly established by a bona fide labor organization; the Union has the right to withdraw employees subject to this agreement if the employer is involved in a legitimate primary labor dispute with a bona fide labor organization.

limited to shop fabrication, unloading, distribution and installation of:

- All types of entrance systems.
- All types of doors, including revolving doors and automatic doors
- Store fronts.
- Curtain wall systems,
- Pre-glazed windows.
- Window systems of all types and materials.
- Storm windows.
- Retrofit glass & framing systems.
- Slope glazing systems,
- Skylight and walk cover glazing systems,
- Greenhouse glazing systems,
- Metal Fascia and Soffit Panels,
- Glass railings,
- All mirror systems, including doors and panelized systems.
- All glass, including movie screens and blackboards.
- Plastic glazing materials.
- All panelized systems.
- Showcases.
- Glass and plastic shelving & cube systems.
- Shower doors & bath tub enclosures.

Included with the above listed items is the installation of all necessary hardware, trim, molding, caulk, mastic, gaskets and putty to properly complete the installation. The operation of all tools, equipment and machinery used by and coming under our brotherhood's jurisdiction including ladders, scaffolding, and other rigging. The operating of hi-reaches and other motorized lifts is also included.

2.3 In the event the Employer exclusively assigns work under this Agreement to the Union, the Union shall be notified of such assignment within sixty (60) days, or as soon as practical of the commencement of such assignment. In turn, the Union shall assure the Employer that other trades shall not interfere with such assignment. In the event an adjustment in such an assignment results in requiring the Employer to adjust the assignment by employing a composite crew, the Employer shall receive work rule considerations in order to compensate for increased labor costs. In case of composite crews, Glaziers will permit other trades who are members of a composite crew to perform all required work on the job. However, the setting of glass shall be the exclusive right of the glazier.

2.4 The forgoing is not all-inclusive, and may be enlarged or otherwise changed by action of the General Executive Board in a manner not inconsistent with the express provisions of the constitution provided, however, that any changes are approved by the Association.

- ARTICLE 3 - UNION SECURITY -

- 3.1 All present employees who are members of the Union on the Effective date of this agreement or on the date of execution of this agreement, whichever is the later, shall remain members in the Union in good standing as a condition of employment. All present employees, who are not members of the Union and all employees who are hired hereafter shall become and shall remain members in good standing of the Union as a condition of employment on/or after the eighth day following the beginning of their employment, on and after the eighth day following the effective date of this agreement or on the date of execution of this agreement, whichever is later.

- ARTICLE 4 - ADMINISTRATIVE DUES -

- 4.1 Every employer signatory to this agreement hereby agrees to check-off from wages of any employee employed by such employer during the term of this agreement, administrative dues in the amount specified in the union's bylaws and; to remit said amount to the Union in the following manner:
- (a) The Union will notify the employer in writing of the amount of administrative dues specified in the bylaws and will submit to the employer a copy of the bylaws or the applicable bylaw provision.
 - (b) For each payroll period, the employer will deduct from the wages of each employee the amount specified in the bylaws based on the gross wages earned during said payroll period, and will accumulate said deductions to the end of the month. These deductions will be forwarded to Union in accordance with Article 10.5 of this agreement.

- ARTICLE 5 - EXCLUSIVE HIRING HALL-

- 5.1 The Union shall be the sole and exclusive source of referrals of Glazier applicants for employment. The employer shall have the right to reject any applicant for employment. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in anyway by rules or regulations, bylaws, constitutional provisions, or by any other aspect or obligation of the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.
- 5.2 The Union shall establish and maintain an open and non-discriminatory referral system for the employment of journeyman and apprentice glaziers.
- 5.3 The employer shall, upon requesting referral of job applicants, specify the following to the Union:
- (a) Number of persons required.
 - (b) Work or project location.
 - (c) Type of work.
 - (d) Individuals requested by name.
 - (e) Specialty involved.

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- (f) Any information to assist with proper referrals.
- 5.4 The Union shall refer workers to the employer in the following manner and order:
- (a) If available, specifically requested individuals previously employed by said employer may be recalled for a period of twelve (12) months from date of layoff.
 - (b) Those available whose names are entered on a seniority list, specialties included, posted and maintained by the union.
- 5.5 The employer shall have entire freedom of selectivity in hiring and may reject, layoff, or terminate any person referred to it by the Union. In the event the Union is unable to furnish qualified persons for employment, the employer may procure them from any other source or sources.
- 5.6 The selection of applicants for referrals shall be on a non-discriminatory basis. Seniority shall be based upon the length of employment in the trade of jurisdiction and in a particular area commencing on the first day of employment; after unemployment in the trade and jurisdiction for a one (1) year period. Seniority shall commence upon the subsequent employment date.
- 5.7 An employee who quits a job, except for medical necessity, or if fired for cause and terminated, may not be recalled by any other employer and shall assume the position at the bottom of the referral list and, seniority notwithstanding, shall remain there so long as any other qualified applicant seeks referral. An employee who quits or is fired for cause and is terminated a second time during the length of the agreement shall no longer qualify for referral.
- 5.8 Employer requests for general foreman or foreman shall be honored without regard to the out of work list.
- 5.9 All employees must submit to an annual drug and alcohol test and will carry a card to certify testing and results thereof. The employer has a right to demand a valid drug test as a requisite to employment. The employer has the right to terminate employment upon non-compliance, after testing positive. The employee, at his expense, must certify that he is clean in writing to the Union.
- (a) All active Journeymen employees must complete a minimum, of ten (10) hours of safety training annually. All OSHA safety training shall take place after work hours. Active Journeymen who do not complete the minimum of 10 hours of OSHA safety training will not be eligible to receive their next increase in wages (this requirement goes into effect on 5/1/07).
 - (b) In order to be eligible to receive Foreman or General Foreman's pay a Journeyman must have a current OSHA 30 certification. All OSHA safety training shall take place after work hours. The education and Training Fund shall maintain each person's status and members will be issued a card certifying that they have completed training.
 - (c) Employees will be encouraged to upgrade their skills at training seminars, after work hours, set up by the education and training Fund, in cooperation with the employers.
- 5.10 No provision of this agreement shall be based upon or in any way affected by Union membership, bylaws, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. Membership or non-membership in the Union shall not be considered in placing the name of

any qualified person on the seniority records of the Union and shall not in any way affect the seniority accorded anyone.

- 5.11 A notice incorporating the terms and conditions relating to the hiring system shall be conspicuously posted at the Union's office.

- ARTICLE 6 – FUNCTION OF MANAGEMENT -

- 6.1 Except as limited by this agreement, the Employer shall have the right to: plan, direct, and control all of its work; hire its employees; direct the working forces in the field; assign employees to their jobs; direct and assign work to employees; determine the number of employees to be employed; discipline for just cause (just cause for discharge includes but is not necessarily limited to incompetence insubordination, habitual tardiness or absenteeism, safety violations, participation in unauthorized work stoppage or slowdown); transfer employees; layoff employees because of the lack of work or for other legitimate reasons; require employees to observe the Employer's and/or contracting entities' rules and regulations that do not conflict with this Agreement; regulate the amount of equipment used and the use of equipment and other property of the Employer; to require the observance of applicable government regulations and safety standards; to maintain reasonable standards of production and quality of work; and, to decide upon methods, equipment and procedures to be used in the performance of all work covered by this Agreement; provided, however, that the Employer will not use its rights for the purpose discrimination against any employee.
- 6.2 The Employer and the Union agree to recognize the necessity of promoting efficiency and agree that no Local rules, customs or practices shall be permitted that limit production or manpower required to do the work and that no limitations shall be placed on the amount of work which an employee is performing during the work day. No regulations of tools shall be interpreted or enforced in any way to prevent their use, provided that all safety regulations are satisfied.

- ARTICLE 7 – EFFICIENCY OF OPERATIONS -

- 7.1 Since achieving greater efficiency in all aspects of the employer's work is deemed appropriate and necessary, District Council 711 shall encourage employees to perform their duties on behalf of the employer and accomplish desired results in as efficient a manner as possible. There shall be no restrictions as to the amount of work an employee shall do during scheduled working hours. Nor shall there be any restriction as to the use of labor saving devices in any aspect of the work that may be assigned by the employer.
- 7.2 **Productivity:**
In recognition of increased competition from Non-Union subcontractors, it is understood that Employees must begin and end the working day according to this contract, and the lunch periods must not be extended. Those who violate this understanding, or those who fail to report without sufficient notice, can be subject

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to discharge. It is the aim of the Employer and all of the Employees to be as productive as possible, in order to help preserve future job security.

- ARTICLE 8 - SCHEDULES & RATES -

8.1 Glaziers wage rates are as indicated in Schedule "A".

8.2 Apprentices rates shall be the following percentages of the base rate:

First 4 months	30%
5 to 8 months	40%
9 to 12 months.....	50%
13 to 16 months.....	60%
17 to 20 months	70%
21 to 24 months	75%
25 to 28 months.	80%
29 to 32 months	85%
33 to 36 months.....	90%

The change in rate shall apply after regular attendance at apprentice school and passing regular skills test. Journeyman status after 6000 hours of training.

8.3 Glaziers Glass Installation (Rack) Schedule:
UNITED INCHES up to and including:

<u>Size</u>	<u>1/4"</u>	<u>3/8"</u>	<u>1/2"</u>	<u>3/4"</u>
1-75	1 man	1 man	1 man	2 men
76-104	1 man	2 men	2 men	3 men
105-116	1 man	2 men	2 men	4 men
117-135	2 men	2 men	3 men	4 men
136-158	2 men	3 men	4 men	5 men
159-166	2 men	4 men	4 men	6 men
167-186	3 men	5 men	5 men	7 men
187-226	4 men	6 men	6 men	8 men
227-246	5 men	7 men	7 men	10 men
247-256	6 men	8 men	8 men	11 men
257-266	7 men	8 men	9 men	12 men
267-276	8 men	9 men	10 men	14 men
277-286	9 men	10 men	11 men	16 men
287-296	10 men	11 men	12 men	17 men
297-306	11 men	12 men	13 men	18 men
307-316	12 men	13 men	14 men	20 men

Door lights and glass up to and including 116 united inches and 1/4" float glass - 1 man.

Patio doors and glass in patio door openings up to and including 141 united inches to 5/8" - 2 men.

The Rack Schedule to be used as a guide for safety reasons. Job conditions and special circumstances shall be considered. On larger glass, abnormal settings, etc. additional men shall be used for safety purposes, special circumstances will

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- be considered.
- 8.4 On jobs of four (4) or more employees one (1) person shall be designated by the Employer to be a Foreman.
 - 8.5 On jobs of fifteen (15) or more employees one (1) person shall be designated by the Employer to be a General Foreman.
 - 8.6 A \$1.00 per hour increase in the total package shall be paid to employees while performing welding or while using a cutting torch. The \$1.00 premium shall be paid only to the Employee actually performing the welding or cutting duty.
 - 8.7 A \$1.00 per hour increase in the total package shall be paid to employees while they are working on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is thirty feet or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet.
 - 8.8 When an Employee incurs a parking expense at a job site where parking is not provided, the Employer shall reimburse the Employee for the actual expenses upon presentation of a validated parking voucher or receipt. Validated shall mean a stamped and dated receipt. An Employer may designate a specific parking lot or a specific parking area at the shop or job site. Parking violation tickets on private vehicles shall not be reimbursed.
 - 8.9 Employers who send employees to jobs outside the territorial jurisdiction shall pay the expense of travel room and board.
 - 8.10 When men report to the shop or the job and are required to move to a job or from job to job using private automobiles, the EMPLOYEE shall be compensated at the rate of \$.40 per mile but not less than \$ 1.50 per move. Employees required to report to work to a job site outside of Local 1009's territory shall receive a flat ten dollars (\$10.00), plus the \$.40 per mile (one-way) to the job site measured from the closest edge of the territory to the job site.
 - 8.11 All employees shall be paid weekly at least 30 minutes prior to the end of the work day. Not more than three (3) days pay shall be held back for the period between the close of the pay period and payday. A statement of earnings and deductions shall accompany the pay.
 - 8.12 Employees shall be notified and paid in full at least thirty (30) minutes before being laid off at lunch or quitting time.
 - 8.13 Fringe benefit payments shall not apply to bonuses paid to Key employees.

- ARTICLE 9 - HOURS & OVERTIME -

- 9.1 The regular forty (40) hour week and eight (8) hour work day shall begin no earlier than 7:00am and terminate no later than 5:30 pm, Monday through Friday. The Union and Employer shall agree upon a starting time other than 7:00 am or 8:00 am.
- 9.2 Overtime work after the regular work day and work on Saturday and shall be at the rate of time and one half.
- 9.3 Work on Sundays and holidays shall be at the double time rate.
- 9.4 Employees shall be allowed five (5) minutes before lunch and ten (10) minutes before quitting time to wash and clean up.

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- 9.5 Employees shall receive an unpaid thirty (30) minute meal break after ten (10) hours of work. Employees shall receive a ten (10) minute break during the first half of the work day.
- 9.6 Employees shall not report to the job earlier than fifteen (15) minutes prior to starting time. Foremen and General foreman may start thirty (30) minutes prior to starting time and remain thirty (30) minutes after quitting time.
- 9.7 Except for circumstances beyond the control of the employer if an employee is not advised that there will be no work for him on an ensuing day and the employee reports for work at the proper time and then has no work assigned him, the employer shall pay such employee two (2) hours pay. Employers may require that employees remain on the job or in the shop for the periods indicated above for which they are paid. In the event weather conditions require the stoppage of work on any day after work has begun, employees shall be paid to the next full hour. Should an Employee begin working, he shall then be paid for the actual time worked with a minimum of four (4) hours pay. Should that Employee be requested to continue work past the four (4) hour minimum he shall be paid for a minimum of eight hours in total for that day.
- 9.8 If an employee fails to report to work and the employer finds he cannot use the employee upon his return to work the employer shall have the option of either paying off the employee at once or requesting him to wait for any wages due him until the next regular pay day. Waiting time shall not enter into the settlement.
- 9.9 The following are recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- 9.10 In the event work is lost due to weather or job conditions, work may be accomplished on Saturday or Sunday at the regular straight time rate to make up for the lost time.
- 9.11 Shift Work.
- (a) Ten percent (10%) shall be added to the previously indicated wage rates for any eight (8) hours work outside the regular work day.
 - (b) Fifteen percent (15%) shall be added to the wage rates for any second shift outside the regular work day.
 - (c) In addition to the added amounts in 7.11a when three (3) shifts exist, the second shift shall receive eight (8) hours pay for seven and one half (7 1/2) hours work. The third shift shall receive eight (8) hours pay for seven (7) hours work. The above applies to new construction only.

- ARTICLE 10 - CONTRACTUAL RELATIONS & OBLIGATIONS -

- 10.1 One member of a firm is allowed to work with the tools provided the member firm is a contractor that employs, on average, at least one person throughout the year.
- 10.2 Each employer shall carry comprehensive kinds of insurance such as, but not limited to, worker's compensation, public liability and property damage on equipment, automotive and otherwise when used by its employees, as well as other coverage carried by custom or practice in this industry by contractors. Proof

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of such coverage is required in writing to the Union at least annually or more often if requested by the Union. In the event the insurance coverage is cancelled the Union shall be immediately so notified in writing. Without such protection the Union reserves the right to terminate this agreement until the aforesaid insurance coverage has again been supplied and proof of such coverage, in writing, is received by the Union.

- 10.3 Each employer with one or more employees agrees, as a matter of policy, to elect, petition and qualify to become immediately before the commencement of work, a covered employer as permitted by the terms of the unemployment and temporary disability Benefits Act of New Jersey. The Union shall be kept informed of the employer's acts of compliance and proof of compliance or rejection by the State of New Jersey shall be immediately provided to the Union by the employer. The purpose of this paragraph is to provide unemployment and temporary disability benefits for each employee on every job or in the shop. The temporary disability provision of the law, commonly known as the "State Plan" shall be adhered to by each employer for the benefit of the employees in the unit, unless the employer has a state approved private plan.
- 10.4 The employer agrees to provide immediate medical attention and hospitalization, if necessary, to any employee injured on the job, at no cost to the employee.
- 10.5 Except as qualified in 10.5 (a). On or before the forty-fifth day following the last day of each month, the employer shall remit (remittances must be postmarked no later than the forty-fifth day) to the union or its administrator the entire amounts deducted from wages, as required by this agreement and owing as well as all contributions required by this agreement as to each employee for the previous month.
- (a) Employers who do not have an acceptable three (3) year record of payments in this jurisdiction shall make payments of all fringe benefits, vacation funds and administrative dues to the shop steward or other person designated by the Union on a weekly basis.
- (b) If an Employer fails to make contributions in accordance with the agreement after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this agreement, any other provision hereof to the contrary notwithstanding, and the employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The employer's liability for payment under this article shall not be subject to or covered by any grievance or arbitration procedure or any "No Strike" clause, which may be provided or set forth elsewhere in this Agreement.
- 10.6 The Union agrees that journeymen will not be referred to a builder or other contractor unless extenuating circumstances justifies the referral and the Association is consulted prior to providing any employees.
- 10.7 All Employers must participate in the DC 711 Apprenticeship Training Program.
- (a) Those Employers who regularly employ at least five (5) Journeymen shall employ at least one (1) apprentice.
- (b) After the apprentice successfully completes a six (6) month trial period with the employer to which they are assigned, the apprentice and employer agree

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that that apprentice shall remain with the employer for the remaining thirty (30) months of his/her apprenticeship.

(c) Apprentices shall not exceed a ratio of one (1) apprentice to three (3) journeymen.

10.8 In the event that a builder or general contractor owes monies for work performed on a job to a contractor who is signatory to an agreement with the Union, they will endeavor to do everything legally possible to see that all just debts owed to the contractor shall have been settled satisfactorily.

- ARTICLE 11 - WORKING CONDITIONS -

11.1 It is understood and agreed and recognized that Traditional hand tools to perform work with will be supplied by the employees. The employer shall furnish all other tools and equipment to work with and if at any time such tools or equipment or any material or work conditions shall constitute a hazard to health or physical safety, the employer shall not permit his employees to use such tools, equipment or materials or to work under such conditions. Employees refusing to work with such tools, equipment or materials or under such working conditions shall not be discriminated against by the employer. Any disagreement arising hereunder shall be submitted to the joint trade Board as provided by this Agreement. No Employee shall be discriminated against for his refusal to work with or use machine type tools for which he has not received training. There shall be no restrictions on the use of materials, tools, equipment or other labor-saving devices or on production output by employees provided, however, the employee has be qualified by District Council 711 JACT Fund to use the tools involved.

11.2 The employer shall abide by the terms of the Safety Act of the State of New Jersey as well as those of the Federal OSHA.

- ARTICLE 12 - FRINGE BENEFIT FUNDS -

12.1 The Employers and the Union have established an Education and Training Fund to be known as the District Council 711 Education and Training Fund. Effective May 1, 2006, each employer shall contribute to the apprenticeship and training fund the amounts indicated in Schedule "A".

12.2 The Agreement between the Employer(s) and Union parties to this Agreement regarding payments to the International Joint Painting, Decorating and Drywall Apprenticeship and Manpower Training Fund is as follows:

- a) Commencing with the first day of May, 2006, and for the duration of this agreement and any renewals or extensions thereof, the employer, as defined in the agreement and Declaration Trust executed by and between the International Brotherhood of Painters and Allied Trades and employer associations in the industry, agrees to make payments to the National Apprentice Fund for each employee as follows:
- b) For each hour, or portion thereof, for which an employee receives pay the employer shall make a contribution in the amount indicated in Schedule "A" to the above named apprenticeship Fund.

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- c) For the purpose of this Article each hour paid for including hours attributable to show-up time and other hours for which pay is received by the employee shall be counted as wages for which contributions are payable.
- d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to, apprentices, journeymen, and probationary employees.
- e) The payments to the Training Fund required above shall be made to the national training fund which was established under an agreement and declaration of trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said agreement and declaration of Trust, as though he had actually signed the same.

12.3 International Brotherhood of Painters and Allied Trades Union and Industry Pension Fund.

The only agreement between the employer(s) and the Union parties to this agreement regarding pensions or retirement for employees covered by this agreement is as follows:

- (a) Commencing with the first day of May, 2006, and for the duration of the agreement, and any renewals or extensions thereof, the employer agrees to make payments to the IBPAT Union and Industry Pension Fund for each employee covered by this agreement as follows:
- (b) For each hour or portion thereof for which an employee receives pay, the employer shall make a contribution of in the amount indicated in the charts in Schedule "A" to the above named pension fund; allocations to the IBPAT Union and Industry Pension Plan and to the IBPAT Union and Industry Annuity Plan shall be as indicated in said charts.
- (c) For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is by the employee in accordance with the agreement, shall be counted as hours for which contributions are payable. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees. The payments to the Pension Fund required above shall be made to the IBPAT Union and Industry Pension Fund, which was established under an agreement and declaration of Trust, dated April 1, 1967. The employer hereby agrees to be bound by and to the said agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
- (d) The employer hereby irrevocably designates as its representatives on the board of trustees such trustees as are now serving or who will in the future serve, as employer trustees, together with their successors. The employer further agrees to be bound by all actions taken by the trustees pursuant to the said agreement declaration of Trust, as amended from time to time. The employer will not engage in any litigation against the Union, on a subrogation theory contribution theory or otherwise, so as to obtain a money judgment from it in connection with any work related disease, sickness, death, injury,

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or accident.

12.4 Health and Welfare Fund - By Agreement and Declaration of Trust, dated June 1, 1990. The Association and Union established the Painters District Council 711 Health and Welfare Fund.

(a) Employer contributions shall be in the amounts indicated in Schedule "A".

12.5 Payment of Benefits for overtime:

The EMPLOYER agrees to pay fringes due under this Agreement on each hour paid, including all overtime, for the following fringe benefits: DC 711 Health and Welfare Fund, Annuity Fund, and Education and Training Fund. However, all other fringe benefits due under this Agreement shall pay be paid on hours worked.

- ARTICLE 13 - COOPERATION AND ADVANCEMENT FUNDS -

13.1 Labor Management Cooperation Funds:

(a) Commencing as of the effective date of this Agreement, and for the duration of this Agreement and any renewals or extensions thereof, the employer agrees to make payments to The Painters and Allied Trades Labor-Management Cooperation Fund for each employee covered by this Agreement, as follows:

(1) For each hour or portion thereof, for which an employee receives pay, the employer shall make a contribution of the amount indicated in Schedule "A" to the fund.

(2) For the purpose of this Article, each hour paid for, including hours attributable to show up-time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.

(3) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job covered by this Agreement. This includes, but is not limited to, apprentices and probationary employees.

(4) The Employer and Union signatory to this Agreement agree to be bound by and to the agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

(b) The Employer hereby irrevocable designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as employer Trustees, together with their successors.

(c) All contributions shall be made at such times and in such manner as the trustees require, and the trustees may at any time conduct an audit in accordance with the agreement and Declaration of Trust.

13.2 Industry Advancement Fund:

(a) Effective May 1, 2006 each employer shall make a contribution of fifteen cents (\$.15) per hour per glazier for each hour worked by each employee to the "Industry Advancement Fund" heretofore established and administered by the Association.

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- ARTICLE 14 - POLITICAL ACTION FUND -

- 14.1 Employers signatory to this agreement shall deduct from the wages of each Union employee the voluntary sum of seven cents (\$.10) for each hour worked as a non-deductible political contribution to the DC #711 Political Action Committee (PAC).
- 14.2 The obligation of the employer shall apply only as to those employees who have voluntarily signed a valid deduction authorization card.
 - (a) The Union shall advise the employer of any employee who has not signed a deduction authorization card.

- ARTICLE 15 – SAFETY -

- 15.1 The employer shall, at all times, provide safe tools, materials and equipment and safe working and equipment and safe working conditions. If at any time, in the opinion of an employee, such tools, materials, or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall have the right to refuse to work with such tools, materials, and equipment or under such hazardous conditions unless or until they are made safe. No employee shall be dismissed, disciplined or otherwise discriminated against, nor shall his pay be withheld, for refusal to work with such unsafe tools, materials, or equipment or under such unsafe or hazardous working conditions. The final decision as to safety of tools and working conditions shall be made by the general foreman, foreman or other supervisory person competent in safety measures.
- 15.2 An employee who does not follow safety procedures or instructions and causes, thereby, an employer to receive an OSHA fine, shall pay an amount equal to the lesser of 10% of the OSHA fine or Twenty Five Hundred Dollars (\$2,500.00) to the Joint Trade Board as determined by said Board.
- 15.3 Job site Safety Violation:
Any employee, who is cited twice for the same safety violations; shall result in that employee's mandatory attendance, of no less than four hours of safety training, pertaining to his/ her violation. The employee has thirty days to attend training. After thirty days, if the employee has not attended training, the employer has the right to dismiss that employee for failure to comply with this Article. Additionally, that employee shall not be eligible to work for another ASSOCIATION employer until he/she satisfies the requirement. This is above and beyond the yearly requirement already in the Collective Bargaining Agreement.

- ARTICLE I6 - UNION REPRESENTATIVES & SHOP STEWARDS -

- 16.1 The Union Business Manager is the sole agent on behalf of the Union to take any action in respect to strikes or other interference with work.
- 16.2 The Business Manager and/or assistant shall have the right to visit any building, shop or job in the discharge of his duties.

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- 16.3 At the discretion of the Union a shop or job steward shall be referred in all shops/jobs. Steward may be appointed from those men working on the job.
- 16.4 The shop steward may handle routine grievances on the job but is not authorized to call work stoppages or make any agreement, which contradicts, changes, modifies or alters the terms of this agreement. In the event of emergent difficulties, he shall so notify the Business Manager.
- 16.5 Except for general foreman and foreman, the steward is senior and, provided he remains qualified to do the work, the shop or job steward shall be the last person laid off among the employees in the bargaining unit in any shop and/or job.

- ARTICLE 17 - SUBCONTRACTING -

- 17.1 Subcontracting of work to other bona fide Union Employers is permitted.

- ARTICLE 18 - PRESERVATION OF WORK CLAUSE -

- 18.1 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:
 - (a) If the employer 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 employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise) management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
 - (b) All charges of violations of section 1 of this article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes, as a remedy for violations of this article the joint trade Board shall be able, at the request of the Union, to require an Employer to pay; 1) To affected employees covered by this Agreement, including applicants registered for employment by the Union the equivalent of wages those employees have lost because of the violations/ and 2) Into the affected Trust Funds to which this Agreement requires contributions, and delinquent contributions that resulted from the violations. The Union shall enforce a decision of the Joint Trade Board under this Article only through arbitral, judicial, or governmental (for example The National Labor Relations Board) channels.
- 18.2 If, after an employer has violated this Article, the Union and/or, the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by the joint trade board remedying such violation or defend an action that seeks to vacate such award, the employer shall

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pay any accountants' and/or attorneys' fees incurred by the union and/or the joint trust funds, plus costs of the litigation that have resulted from such legal action provided, however, that if such litigation determines that the employer is not in violation of this article, the prevailing party shall be entitled to said fees from the losing party. This section does not affect other remedies, whether provided by law or this agreement that may be available to the union and/or the Joint Trust Funds.

- ARTICLE 19 - JOINT TRADE BOARDS -

- 19.1 The Joint Trade Board for dispute resolution will be made up of three members of District Council 711, and three members of the Association that best represents each grievance. From the time either party files for a "Joint Trade Board Meeting", the Board must convene within five (5) working days. The Joint Trade Board must render its decision within three (3) working days. The decision of the Joint Trade Board will be binding and final on the parties. If the Employer refuses to comply with a final and binding decision issued at the Joint Trade Board level, the District Council will have the right to direct Employee of such Employer to refrain from work. If the "Joint Trade Board" cannot resolve the grievance, at this level: either party can file for arbitration with (AAA) American Arbitration Association, within ten (10) working days.
- 19.2 The Trustees to the joint benefit funds shall establish and maintain a Joint Board composed of fourteen (14) members, seven (7) representing the union (including the business manager) and seven (7) representing the Contractor Associations that contribute to the joint funds (including the chairman).
- (a) The Union and Association/Contractor members shall include representatives of the following trades and industries: Five (5) Painters, One (1) Taper, and one (1) Glazier. Allocation of representatives to the Joint Trade Board shall be based and determined by the percentage of dollar contributions made to the joint funds.
- (b) Ten (10) members, five (5) representing each party, shall constitute a quorum. Decisions shall be made by majority vote provided that the Union representatives and Association representatives shall have equal voting strength with respect to each vote. Members of the joint board shall choose a chairman and co-chairman to serve such terms as agreed upon by the Board, provided that one such officer shall represent each party.
- 19.3 The Joint Board of Trustees shall meet regularly at least once every three (3) months. Special meetings may be called by the chairman or co-chairman when a prompt hearing and decision is required in any dispute.
- 19.4 The Joint Board is empowered to hear and decide all grievances and disputes which may arise between the parties, as to the interpretation or application of this agreement; to award or assess remedies, damages and penalties for violations of this agreement provided, however, any assessment of damages shall not exceed five thousand dollars (\$5,000.00); to issue interpretive rulings or other rules and regulations as it deems necessary to give force and effect to the

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purpose and intention of this agreement to investigate all grievances and disputes submitted to it, including audits of records, to recommend amendments to or changes in the agreement but only upon the written request of both parties to appoint such persons or committees as necessary to aid the board in the performance of its duties and to demand of those who repeatedly violate this agreement the posting of a cash or surety bond to assure future compliance. All grievances and disputes shall be submitted in writing to the chairman and co-chairman. If all facilities to resolve disputes over the interpretation of the terms or conditions of an existing agreement have failed of settlement, both parties agree before strike or lockout or the resort to proceedings before the national labor relations Board, State Government Boards, or the courts, to submit the dispute to the joint national trade board for binding decision. The Joint National Trade Board is hereby authorized and empowered to delegate any question or issue submitted to a committee of two (2), one (1) of whom shall be appointed by each of the respective presidents of the IBPAT and the National Trade organization of the affected coalition member for the purpose of investigation making recommendations to the Board, or, in fact, resolving or determining the particular issue, which determination shall be binding with the same force and effect as though rendered by the Board itself. The remedies and sanctions specified in this section are in addition to other remedies and sanctions that may be permitted by other provisions of this agreement or by law. There shall be no strike or lockout on any job over any grievance or dispute while it is being processed through this grievance procedure and until the said procedure has been exhausted, however, and notwithstanding any contrary provision of this agreement, the Union may remove employees from any job or jobs of an individual employer who fails or refuses to pay the wages and fringe benefits, or refuses to stand trial under these procedures or fails to comply with a final and binding decision issued at any level of this grievance procedure. Nothing stated in this section shall preclude the employer from resorting to the grievance procedure with respect to any action or sanction taken or imposed by the Union hereunder.

- 19.5 The Board shall maintain full and complete records and minutes of its proceedings, which may be inspected at any reasonable time by the parties to this agreement. At the commencement of each contract year or upon beginning of work within the territory during each contract year, each employer shall pay to the joint board the sum of fifty dollars (\$50.00).
- (a) All funds shall be used as determined by the Board for the purpose of advertising, advancing the trade, protecting the standards of work and employment, training employees in the use of new materials and work techniques, protecting the combined interests of employees and employers alike, advancing the trade, educational programs, and the payment of all expenses of the Board on carrying out said programs and responsibilities.

- ARTICLE 20 - SUCCESSOR CLAUSE -

- 20.1 This Agreement and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement", shall be binding upon parties, assigns,

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hereto their successors, administrators, executors, and in the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and cooperation shall continue to be subject to the terms and conditions this Agreement for the life thereof. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy of the Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed in writing to assume the obligations of this Agreement. Retail establishments are exempt here from.

- ARTICLE 21 - GENERAL SAVINGS CLAUSE -

- 21.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 21.2 In the event that any article or section is held invalid or enforcement of or compliance with any article or section has been restrained, as above set forth above, the affected parties shall meet at the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. Either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this agreement to the contrary.

- ARTICLE 22 - MORE FAVORABLE TERMS -

- 22.1 The UNION agrees that should it enter into any Agreement with an individual EMPLOYER or group of EMPLOYERS to provide wages or working conditions more favorable to the EMPLOYER than are included in this Agreement, such more favorable wages and working conditions shall automatically be included in this Agreement and the Association should receive a copy thereof.

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– ARTICLE 23 - DURATION CLAUSE –

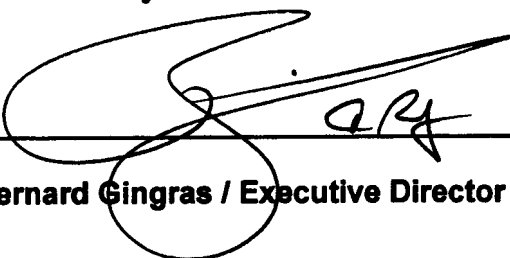
- 23.1 Previously negotiated existing agreements shall remain in full force and effect until and including April 30, 2006. Thereafter said Agreements shall be null and void. This Agreement shall be in full force and effect until and including April 30, 2011 and shall continue from year to year there after unless written notice of desire to cancel or terminate the agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to April 30th of any subsequent contract year.
- 23.2 Where no such cancellation of termination is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to April 30, 2011 of any subsequent contract years advising that such party desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

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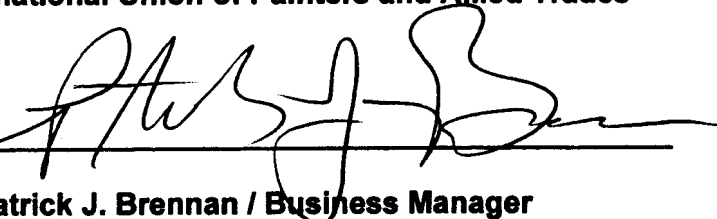
May 1, 2006 thru April 30, 2011

In Witness Whereof, the parties hereto, intending to be legally bound, have hereunto set their hands and seals this 20 day of Spins 2006, to be effective as of May 1, 2006, except as to those provisions where it has been otherwise agreed between the parties.

The New Jersey Glass and Metal Contractors Association

By  _____
Bernard Gingras / Executive Director

**District Council # 711
International Union of Painters and Allied Trades**

By  _____
Patrick J. Brennan / Business Manager

Schedule "A" - Glazier Rates - Journeyman, Foreman, & General Foreman

Classification 5/1/06 - 10/31/06	Journeyman	Foreman	Gen Foreman
Wages - Glazier Journeyman	\$32.10		
Wages - Glazier Foreman (+\$3.05)		\$35.15	
Wages - Glazier General Foreman (+\$5.00)			\$37.10
Health & Welfare - (19%)	\$6.10	\$6.68	\$7.05
Annuity (12%)	\$3.85	\$4.22	\$4.45
Education and Training (2%)	\$0.64	\$0.70	\$0.74
Pension	\$4.00	\$4.00	\$4.00
Labor Mgmt. Cooperation Fund	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.04	\$0.04	\$0.04
Total Package	\$46.98	\$51.04	\$53.63

Classification 11/1/06 - 4/30/07	Journeyman	Foreman	Gen Foreman
Wages - Glazier Journeyman	\$32.85		
Wages - Glazier Foreman (+\$3.05)		\$35.90	
Wages - Glazier General Foreman (+\$5.00)			\$37.85
Health & Welfare - (19%)	\$6.24	\$6.82	\$7.19
Annuity (12%)	\$3.94	\$4.31	\$4.54
Education and Training (2%)	\$0.66	\$0.72	\$0.76
Pension	\$4.00	\$4.00	\$4.00
Labor Mgmt. Cooperation Fund	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.04	\$0.04	\$0.04
Total Package	\$47.98	\$52.04	\$54.63

Handwritten initials/signature

Classification 5/1/07 - 4/30/08	Journeyman	Foreman	Gen Foreman
Wages - Glazier Journeyman	\$34.73		
Wages - Glazier Foreman (+\$3.05)		\$37.78	
Wages - Glazier General Foreman (+\$5.00)			\$39.73
Health & Welfare - (19%)	\$6.60	\$7.18	\$7.55
Annuity (12%)	\$4.17	\$4.53	\$4.77
Education and Training (2%)	\$0.69	\$0.76	\$0.79
Pension	\$4.00	\$4.00	\$4.00
Labor Mgmt. Cooperation Fund	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.04	\$0.04	\$0.04
Total Package	\$50.48	\$54.54	\$57.13

Classification 5/1/08 - 4/30/09	Journeyman	Foreman	Gen Foreman
Wages - Glazier Journeyman	\$36.69		
Wages - Glazier Foreman (+\$3.05)		\$39.74	
Wages - Glazier General Foreman (+\$5.00)			\$41.69
Health & Welfare - (19%)	\$6.97	\$7.55	\$7.92
Annuity (12%)	\$4.40	\$4.77	\$5.00
Education and Training (2%)	\$0.73	\$0.79	\$0.83
Pension	\$4.00	\$4.00	\$4.00
Labor Mgmt. Cooperation Fund	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.04	\$0.04	\$0.04
Total Package	\$53.08	\$57.14	\$59.73

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Classification 5/1/09 - 4/30/10	Journeyman	Foreman	Gen Foreman
Wages - Glazier Journeyman	\$38.64		
Wages - Glazier Foreman (+\$3.05)		\$41.69	
Wages - Glazier General Foreman (+\$5.00)			\$43.64
Health & Welfare - (19%)	\$7.34	\$7.92	\$8.29
Annuity (12%)	\$4.64	\$5.00	\$5.24
Education and Training (2%)	\$0.77	\$0.83	\$0.87
Pension	\$4.00	\$4.00	\$4.00
Labor Mgmt. Cooperation Fund	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.04	\$0.04	\$0.04
Total Package	\$55.68	\$59.73	\$62.33

Classification 5/1/10 - 4/30/11	Journeyman per Union	Foreman per Union	Gen Foreman per Union
Wages - Glazier Journeyman	\$40.60		
Wages - Glazier Foreman (+\$3.05)		\$43.65	
Wages - Glazier General Foreman (+\$5.00)			\$45.60
Health & Welfare - (19%)	\$7.71	\$8.29	\$8.66
Annuity (12%)	\$4.87	\$5.24	\$5.47
Education and Training (2%)	\$0.81	\$0.87	\$0.91
Pension	\$4.00	\$4.00	\$4.00
Labor Mgmt. Cooperation Fund	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.04	\$0.04	\$0.04
Total Package	\$58.28	\$62.34	\$64.93

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Service Mechanic & Industrial Worker Rates from 5/01/2006 to 4/30/2011

Classification	May 1, 2006	Nov. 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	May 1, 2010
Fabricator / Service Mechanic (Grandfathered)						
Wages	\$21.49	\$21.94	\$23.09	\$24.27	\$25.42	\$26.64
Health & Welfare	\$4.30	\$4.39	\$4.62	\$4.85	\$5.05	\$5.33
Pension	\$3.10	\$3.17	\$3.33	\$3.50	\$3.67	\$3.84
Annuity	\$1.72	\$1.76	\$1.85	\$1.94	\$2.03	\$2.13
L.M.C.F.	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Nat. Apprentice	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Education & Training	\$0.21	\$0.22	\$0.23	\$0.24	\$0.25	\$0.27
Industry Advmt	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Totals	\$31.07	\$31.73	\$33.37	\$35.05	\$36.67	\$38.46

Classification	May 1, 2006	Nov. 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	May 1, 2010
Fabricator / Service Mechanic (New)						
Wages	\$16.58	\$16.93	\$17.82	\$18.73	\$19.61	\$20.56
Health & Welfare	\$4.15	\$4.23	\$4.45	\$4.68	\$4.90	\$5.14
Pension	\$1.55	\$1.58	\$1.67	\$1.75	\$1.83	\$1.92
Annuity	\$0.83	\$0.85	\$0.89	\$0.94	\$0.98	\$1.03
L.M.C.F.	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Nat. Apprentice	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Education & Training	\$0.17	\$0.17	\$0.18	\$0.19	\$0.20	\$0.21
Industry Advmt	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Totals	\$23.53	\$24.01	\$25.26	\$26.54	\$27.77	\$29.11

Classification	May 1, 2006	Nov. 1, 2006	May 1, 2007	May 1, 2008	May 1, 2009	May 1, 2010
Industrial Worker						
Wages	\$12.40	\$12.66	\$13.32	\$14.00	\$14.66	\$15.37
Health & Welfare	\$2.48	\$2.53	\$2.66	\$2.80	\$2.93	\$3.07
Pension	\$1.29	\$1.32	\$1.39	\$1.46	\$1.53	\$1.60
Annuity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
L.M.C.F.	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Nat. Apprentice	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Education & Training	\$0.12	\$0.13	\$0.13	\$0.14	\$0.15	\$0.15
Industry Advmt	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Totals	\$16.54	\$16.89	\$17.75	\$18.65	\$19.52	\$20.44

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Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/06 - 10/31/06	30%	40%	50%
Wages	\$9.63	\$12.84	\$16.05
Health & Welfare - (13%)	\$4.17	\$4.17	\$4.17
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.65	\$0.65	\$0.65
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$14.72	\$17.93	\$21.14

2nd Year Apprentice Rates 5/1/06 - 10/31/06	60%	70%	75%
Wages	\$19.26	\$22.47	\$24.08
Health & Welfare - (14%)	\$4.49	\$4.49	\$4.49
Annuity (4%)	\$1.28	\$1.28	\$1.28
Education and Training	\$0.65	\$0.65	\$0.65
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$26.46	\$29.66	\$31.27

3rd Year Apprentice Rates 5/1/06 - 10/31/06	80%	85%	90%
Wages	\$25.68	\$27.29	\$28.89
Health & Welfare - (14%)	\$4.49	\$4.49	\$4.49
Annuity (8%)	\$2.57	\$2.57	\$2.57
Education and Training	\$0.65	\$0.65	\$0.65
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$34.66	\$36.27	\$37.87

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Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 11/1/06 - 4/30/07	30%	40%	50%
Wages	\$9.86	\$13.14	\$16.43
Health & Welfare - (13%)	\$4.27	\$4.27	\$4.27
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.66	\$0.66	\$0.66
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$15.06	\$18.34	\$21.63

2nd Year Apprentice Rates 11/1/06 - 4/30/07	60%	70%	75%
Wages	\$19.71	\$23.00	\$24.64
Health & Welfare - (13%)	\$4.27	\$4.27	\$4.27
Annuity (4%)	\$1.31	\$1.31	\$1.31
Education and Training	\$0.66	\$0.66	\$0.66
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$26.72	\$30.01	\$31.65

3rd Year Apprentice Rates 11/1/06 - 4/30/07	80%	85%	90%
Wages	\$26.28	\$27.92	\$29.57
Health & Welfare - (13%)	\$4.27	\$4.27	\$4.27
Annuity (8%)	\$2.63	\$2.63	\$2.63
Education and Training	\$0.66	\$0.66	\$0.66
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$35.11	\$36.75	\$38.40

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Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/07 - 4/30/08	30%	40%	50%
Wages	\$10.42	\$13.89	\$17.37
Health & Welfare - (13%)	\$4.51	\$4.51	\$4.51
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.69	\$0.69	\$0.69
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$15.89	\$19.36	\$22.84

2nd Year Apprentice Rates 5/1/07 - 4/30/08	60%	70%	75%
Wages	\$20.84	\$24.31	\$26.05
Health & Welfare - (13%)	\$4.51	\$4.51	\$4.51
Annuity (4%)	\$1.39	\$1.39	\$1.39
Education and Training	\$0.69	\$0.69	\$0.69
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$28.20	\$31.67	\$33.41

3rd Year Apprentice Rates 5/1/07 - 4/30/08	80%	85%	90%
Wages	\$27.78	\$29.52	\$31.26
Health & Welfare - (13%)	\$4.51	\$4.51	\$4.51
Annuity (8%)	\$2.78	\$2.78	\$2.78
Education and Training	\$0.69	\$0.69	\$0.69
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$37.04	\$38.77	\$40.51

Alt.
PJB

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/08 - 4/30/09	30%	40%	50%
Wages	\$11.01	\$14.68	\$18.35
Health & Welfare - (13%)	\$4.77	\$4.77	\$4.77
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.73	\$0.73	\$0.73
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$16.78	\$20.45	\$24.12

2nd Year Apprentice Rates 5/1/08 - 4/30/09	60%	70%	75%
Wages	\$22.01	\$25.68	\$27.52
Health & Welfare - (13%)	\$4.77	\$4.77	\$4.77
Annuity (4%)	\$1.47	\$1.47	\$1.47
Education and Training	\$0.73	\$0.73	\$0.73
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$29.75	\$33.42	\$35.26

3rd Year Apprentice Rates 5/1/08 - 4/30/09	80%	85%	90%
Wages	\$29.35	\$31.19	\$33.02
Health & Welfare - (13%)	\$4.77	\$4.77	\$4.77
Annuity (8%)	\$2.94	\$2.94	\$2.94
Education and Training	\$0.73	\$0.73	\$0.73
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$39.06	\$40.90	\$42.73

Ells.
RJB

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/09 - 4/30/10	30%	40%	50%
Wages	\$11.59	\$15.46	\$19.32
Health & Welfare - (13%)	\$5.02	\$5.02	\$5.02
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.77	\$0.77	\$0.77
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$17.66	\$21.52	\$25.38

2nd Year Apprentice Rates 5/1/09 - 4/30/10	60%	70%	75%
Wages	\$23.18	\$27.05	\$28.98
Health & Welfare - (13%)	\$5.02	\$5.02	\$5.02
Annuity (4%)	\$1.55	\$1.55	\$1.55
Education and Training	\$0.77	\$0.77	\$0.77
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$31.29	\$35.16	\$37.09

3rd Year Apprentice Rates 5/1/09 - 4/30/10	80%	85%	90%
Wages	\$30.91	\$32.84	\$34.78
Health & Welfare - (13%)	\$5.02	\$5.02	\$5.02
Annuity (8%)	\$3.09	\$3.09	\$3.09
Education and Training	\$0.77	\$0.77	\$0.77
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$41.07	\$42.99	\$44.93

Handwritten initials: BLS, PJB

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/10 - 4/30/11	30%	40%	50%
Wages	\$12.18	\$16.24	\$20.30
Health & Welfare - (13%)	\$5.28	\$5.28	\$5.28
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.81	\$0.81	\$0.81
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$18.54	\$22.60	\$26.66

2nd Year Apprentice Rates 5/1/10 - 4/30/11	60%	70%	75%
Wages	\$24.36	\$28.42	\$30.45
Health & Welfare - (13%)	\$5.28	\$5.28	\$5.28
Annuity (4%)	\$1.62	\$1.62	\$1.62
Education and Training	\$0.81	\$0.81	\$0.81
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$32.84	\$36.90	\$38.93

3rd Year Apprentice Rates 5/1/10 - 4/30/11	80%	85%	90%
Wages	\$32.48	\$34.51	\$36.54
Health & Welfare - (13%)	\$5.28	\$5.28	\$5.28
Annuity (8%)	\$3.25	\$3.25	\$3.25
Education and Training	\$0.81	\$0.81	\$0.81
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$43.09	\$45.12	\$47.15

Handwritten initials: *AF* and *PJB*

Individual Employer Signature Page

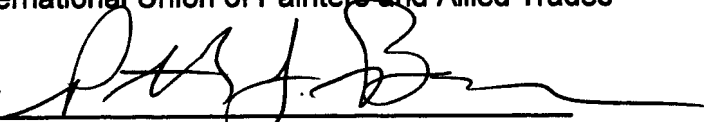
May 1, 2006 thru April 30, 2011

In Witness Whereof, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above mentioned.

Date _____

I/We, the undersigned, an EMPLOYER in the Glazing Industry, have read the foregoing Agreement, am familiar with its provisions, accept and agree to be bound by all its terms and conditions. I also agree, with the signing of this Agreement, to provide to District Council No. 711 a complete list of all my journeypersons and apprentices whom I employ.

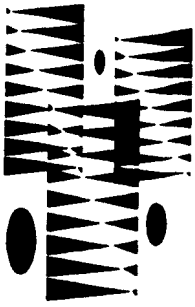
District Council # 711
International Union of Painters and Allied Trades

BY 
Patrick J. Brennan
Business Manager/Secretary Treasurer

Company: _____

BY _____

Company Representative



NJ GLASS & METAL CONTRACTORS ASSOC.

333 FAIRFIELD ROAD . FAIRFIELD, NJ 07004 . (973) 227-8100 . Fax: (973) 227-4968

MEMBERS

Access Architectural Glass & Aluminum
 All Action Architectural Metal & Glass
 Boss Glass Company, Inc.
 Bumpers Glass Works
 City/Newark Glass Company
 Clearview Architectural Metal & Glass, Inc.
 Clifton Architectural Glass & Metal
 County Glass & Metal Installers, Inc.
 Eighteen Glass Co., Inc.
 General Glass & Metal LLC
 Glass Services, Inc.
 Glass Unlimited
 Goldberg Glass Company
 Highland Park Glass Company
 Josloff Glass Company
 Kosson & Sons Glass Company
 Metro Glass, Inc.
 Monarch Glass & Metal Designs, Inc.
 NCF Glazing & Erecting, Inc.
 Penta Glass Industries, Inc.
 Pioneer Glass Corporation
 Smith Glass & Metal Company, LLC
 Snow's Glass & Mirror Corp.
 Thompson Glass & Mirror, Inc.
 Trainor Glass Company
 Union County Plate Glass Company
 Village Glass & Metal Contractors
 Young's Glass Service Inc.

DIRECTORS

Kevin Schloerb, President
 Charlie Komoroski, III, Vice-President
 Al Reynolds, Treasurer
 Al McLeod, Secretary
 Lawrence Josloff, Director
 Charles Komoroski, Jr., Director
 Vincent Fiorito, Director

EXECUTIVE DIRECTOR

Bernard R. Gingras, CPA

Member,
 Finishing Contractors Association (FCA)

An OSHA Alliance Organization

Memo

To: Contractor Members
From: Bernie Gingras
Re: DC711 CBA
Date: November 30, 2006

"It ain't over 'til it's over...."

Many quotes are attributed to Yogi Berra. I'm not sure if the above quote is his, but it is appropriate in this case.

Less than a month after finalizing the collective bargaining agreement with DC711, representatives of the union indicated that they had given our negotiating committee incorrect information concerning Schedule "B" pertaining to apprentice rates and benefits. They have requested that we revise the contract to include the corrected schedules. Your Board of Directors met on Tuesday, October 31 and those in attendance voted unanimously to accept the corrected Schedule "B".

The changes to Schedule "B" can be found on Pages 2-6. There are no changes to Page 1. More specifically the changes involve second and third year apprentice rates for Pages 2-6. The percentage on the old schedules for Health & Welfare was 13% and this revision reflects 14%. Obviously that changes the total package for second and third year apprentices effective November 1, 2006. **These are the only changes we have approved.**

Please remove the Schedule "B" that was sent to you with the collective bargaining agreement on October 4, 2006, and replace it with these revised schedules.

We are sorry for any inconvenience this may cause.

BRG:ss
 Enclosure
 Cc: Patrick Brennan (w/o enclosure)

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/06 - 10/31/06	30%	40%	50%
Wages	\$9.63	\$12.84	\$16.05
Health & Welfare - (13%)	\$4.17	\$4.17	\$4.17
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.65	\$0.65	\$0.65
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$14.72	\$17.93	\$21.14

2nd Year Apprentice Rates 5/1/06 - 10/31/06	60%	70%	75%
Wages	\$19.26	\$22.47	\$24.08
Health & Welfare - (14%)	\$4.49	\$4.49	\$4.49
Annuity (4%)	\$1.28	\$1.28	\$1.28
Education and Training	\$0.65	\$0.65	\$0.65
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$26.46	\$29.66	\$31.27

3rd Year Apprentice Rates 5/1/06 - 10/31/06	80%	85%	90%
Wages	\$25.68	\$27.29	\$28.89
Health & Welfare - (14%)	\$4.49	\$4.49	\$4.49
Annuity (8%)	\$2.57	\$2.57	\$2.57
Education and Training	\$0.65	\$0.65	\$0.65
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$34.66	\$36.27	\$37.87

Approved B.O.D. 10/31/2006

BIF.
PJB 11/29/06

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 11/1/06 - 4/30/07	30%	40%	50%
Wages	\$9.86	\$13.14	\$16.43
Health & Welfare - (13%)	\$4.27	\$4.27	\$4.27
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.66	\$0.66	\$0.66
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$15.06	\$18.34	\$21.63

2nd Year Apprentice Rates 11/1/06 - 4/30/07	60%	70%	75%
Wages	\$19.71	\$23.00	\$24.64
Health & Welfare - (14%)	\$4.60	\$4.60	\$4.60
Annuity (4%)	\$1.31	\$1.31	\$1.31
Education and Training	\$0.66	\$0.66	\$0.66
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$27.05	\$30.34	\$31.98

3rd Year Apprentice Rates 11/1/06 - 4/30/07	80%	85%	90%
Wages	\$26.28	\$27.92	\$29.57
Health & Welfare - (14%)	\$4.60	\$4.60	\$4.60
Annuity (8%)	\$2.63	\$2.63	\$2.63
Education and Training	\$0.66	\$0.66	\$0.66
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$35.44	\$37.08	\$38.72

Approved B.O.B. 10/31/2006

BIG.
RJB 11/29/06

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/07 - 4/30/08	30%	40%	50%
Wages	\$10.42	\$13.89	\$17.37
Health & Welfare - (13%)	\$4.51	\$4.51	\$4.51
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.69	\$0.69	\$0.69
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$15.89	\$19.37	\$22.84

2nd Year Apprentice Rates 5/1/07 - 4/30/08	60%	70%	75%
Wages	\$20.84	\$24.31	\$26.05
Health & Welfare - (14%)	\$4.86	\$4.86	\$4.86
Annuity (4%)	\$1.39	\$1.39	\$1.39
Education and Training	\$0.69	\$0.69	\$0.69
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$28.55	\$32.02	\$33.76

3rd Year Apprentice Rates 5/1/07 - 4/30/08	80%	85%	90%
Wages	\$27.78	\$29.52	\$31.26
Health & Welfare - (14%)	\$4.86	\$4.86	\$4.86
Annuity (8%)	\$2.78	\$2.78	\$2.78
Education and Training	\$0.69	\$0.69	\$0.69
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$37.38	\$39.12	\$40.86

Approved BOA 10/31/2006

SM
PJB 11/29/06

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/08 - 4/30/09	30%	40%	50%
Wages	\$11.01	\$14.68	\$18.35
Health & Welfare - (13%)	\$4.77	\$4.77	\$4.77
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.73	\$0.73	\$0.73
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$16.78	\$20.45	\$24.11

2nd Year Apprentice Rates 5/1/08 - 4/30/09	60%	70%	75%
Wages	\$22.01	\$25.68	\$27.52
Health & Welfare - (14%)	\$5.14	\$5.14	\$5.14
Annuity (4%)	\$1.47	\$1.47	\$1.47
Education and Training	\$0.73	\$0.73	\$0.73
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$30.12	\$33.79	\$35.62

3rd Year Apprentice Rates 5/1/08 - 4/30/09	80%	85%	90%
Wages	\$29.35	\$31.19	\$33.02
Health & Welfare - (14%)	\$5.14	\$5.14	\$5.14
Annuity (8%)	\$2.94	\$2.94	\$2.94
Education and Training	\$0.73	\$0.73	\$0.73
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$39.42	\$41.26	\$43.09

Approved BOJ 10/31/2006

PJB 11/29/06

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/09 - 4/30/10	30%	40%	50%
Wages	\$11.01	\$14.68	\$18.35
Health & Welfare - (13%)	\$4.77	\$4.77	\$4.77
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.77	\$0.77	\$0.77
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$16.82	\$20.49	\$24.15

2nd Year Apprentice Rates 5/1/09 - 4/30/10	60%	70%	75%
Wages	\$23.18	\$27.05	\$28.98
Health & Welfare - (14%)	\$5.41	\$5.41	\$5.41
Annuity (4%)	\$1.55	\$1.55	\$1.55
Education and Training	\$0.77	\$0.77	\$0.77
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$31.68	\$35.54	\$37.48

3rd Year Apprentice Rates 5/1/09 - 4/30/10	80%	85%	90%
Wages	\$30.91	\$32.84	\$34.78
Health & Welfare - (14%)	\$5.41	\$5.41	\$5.41
Annuity (8%)	\$3.09	\$3.09	\$3.09
Education and Training	\$0.77	\$0.77	\$0.77
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$41.45	\$43.38	\$45.32

Approved 202. 10/31/2006

*516.
PJB 11/29/06*

Schedule "B" - Apprentice Rates & benefits

1st Year Apprentice Rates 5/1/10 - 4/30/11	30%	40%	50%
Wages	\$12.18	\$16.24	\$20.30
Health & Welfare - (13%)	\$5.28	\$5.28	\$5.28
Annuity	\$0.00	\$0.00	\$0.00
Education and Training	\$0.81	\$0.81	\$0.81
Pension	\$0.00	\$0.00	\$0.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$18.54	\$22.60	\$26.66

2nd Year Apprentice Rates 5/1/10 - 4/30/11	60%	70%	75%
Wages	\$24.36	\$28.42	\$30.45
Health & Welfare - (14%)	\$5.68	\$5.68	\$5.68
Annuity (4%)	\$1.62	\$1.62	\$1.62
Education and Training	\$0.81	\$0.81	\$0.81
Pension	\$0.50	\$0.50	\$0.50
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$33.25	\$37.31	\$39.34

3rd Year Apprentice Rates 5/1/10 - 4/30/11	80%	85%	90%
Wages	\$32.48	\$34.51	\$36.54
Health & Welfare - (14%)	\$5.68	\$5.68	\$5.68
Annuity (8%)	\$3.25	\$3.25	\$3.25
Education and Training	\$0.81	\$0.81	\$0.81
Pension	\$1.00	\$1.00	\$1.00
LMCF	\$0.05	\$0.05	\$0.05
National Apprentice	\$0.05	\$0.05	\$0.05
Industry Advancement	\$0.15	\$0.15	\$0.15
Stars Program	\$0.02	\$0.02	\$0.02
Total Package	\$43.49	\$45.52	\$47.55

Approved E. O. B. 10/31/2006

RIG
RJB 11/29/06