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AGREEMENT

Between

**Construction Contractors Council, Inc.
AGC Labor Division**

and

The Mid-Atlantic Regional Council of Carpenters

EFFECTIVE MAY 1, 2004

to

APRIL 30, 2007

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of May, 2004 by and between the CONSTRUCTION CONTRACTORS COUNCIL, INC. - AGC LABOR DIVISION, for and on behalf of itself, its member employers, all other employers which grant authority in writing to said Council to represent them, and all other employers which become signatory to this Agreement, hereafter referred to collectively as "the Council", each such individual employer hereafter referred to as "an Employer", and all of such employers hereafter collectively referred to as "the Employers", and the MID-ATLANTIC REGIONAL COUNCIL OF CARPENTERS, affiliated with the United Brotherhood of Carpenters and Joiners of America, for and on behalf of itself and its affiliated Local Unions, hereafter referred to as "the Union".

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to establish the rates of pay, wages, hours of employment and all terms and conditions of employment of the employees and the Employers, ordinarily known as carpenters and apprentices, who perform the types of work covered by this Agreement in the territorial jurisdiction covered by this Agreement, so that there may be mutual understanding, harmony and cooperation among the Employers and employees which is essential to industrial peace and the efficient operation of the Employers' business and to the best interest of the employees.

ARTICLE 2 - RECOGNITION

Section 1.

The Council and the Employers recognize the Union as the exclusive collective bargaining representative of all employees covered by this Agreement.

Section 2.

The Union acknowledges that the Council is the appropriate representative for establishing the area-wide collective bargaining agreement for Washington, D.C. and vicinity.

As a result, the Union recognizes the Council as the collective bargaining representative of its member Employers, all other Employers who have authorized the Council in writing to represent them, and all other Employers which become signatory to this Agreement. The names and addresses of the members of the Council and those other Employers which have authorized the Council in writing to represent them, as of the effective date of this Agreement, are attached hereto as Appendix I. In addition, the Council will notify the Union, in writing, of any Employer which becomes a member of the Council, or which authorizes the Council to represent it, or which withdraws its written authorization to the Council to represent it, subsequent to the effective date of this Agreement, within a reasonable time after such action is taken.

The Union will notify the Council, in writing, of any Employer who becomes a signatory to this Agreement after May 1, 2004 when the Employer becomes a signatory.

Section 3.

Any Employer which is already a party signatory to a collective bargaining agreement with the Union at the time it becomes a member of the Council shall continue to be bound by said agreement, and not by this Agreement, until its termination date.

ARTICLE 3 - TERRITORIAL JURISDICTION

Section 1. (a)

This Agreement shall apply to all work covered by this Agreement and to all employees covered by this Agreement when such work is performed by such employees in the following geographical territory.

Washington, D.C., Cities of Alexandria and Falls Church, Virginia. Counties of Virginia: Arlington, Frederick, Clarke, Loudoun, Shenandoah, Warren, Fauquier, Page, Rappahannock, Prince William, Fairfax, Culpeper, Stafford, Orange, Spotsylvania, King George, Caroline and Westmoreland; beginning at Colonial Beach in Westmoreland County, straight line through Westmoreland, King George and Caroline Counties to town of Bowling Green; then on a straight line from Bowling Green to southern tip of Spotsylvania County; all northern part of Westmoreland, King George and Caroline Counties from points mentioned; from intersection of Spotsylvania and Louisa County to western tip, straight line across Orange County to intersection of Madison and Culpeper Counties; and all other Counties listed above. All of Prince Georges, Montgomery, Calvert, Charles, St. Mary's Counties in Maryland. The city of Annapolis and all of Anne Arundel County, Maryland, south and east of the following line; beginning at Route 3, and the Patuxent River, north on Route 3 to the junction of Benfield Road, then right on Benfield Road to the junction of Jumpers Hole Road, left on Jumpers Hole Road to the junction of Ritchie Highway, left on Ritchie Highway to the junction of Route 100, right on Route 100 to Route 177 and continuing in an easterly direction on Route 177 to Gibson Island. The foregoing territory is set forth on the map attached hereto and made a part hereof.

In the event that the foregoing territorial jurisdiction should be changed by the United Brotherhood of Carpenters and Joiners of America at any time during the term of this Agreement, the new territorial jurisdiction, as defined by the

said United Brotherhood of Carpenters and Joiners of America, shall be applicable, as in their Constitution and Bylaws effective December 1, 2000 unless a change is agreed to in writing by the Union and the Council.

(b) Any work bid or awarded in any changed territorial jurisdiction shall be completed under the terms of the contract in effect in that territory at the time of the bid.

Section 2.

Whenever an Employer sends employees covered by this Agreement to perform work outside the geographical territory set forth in Section 1 above, said employees shall be paid the wages and provided the working conditions and otherwise be governed by the collective bargaining agreement of the Local Union or Regional Council of the United Brotherhood of Carpenters and Joiners of America, in that territorial jurisdiction.

Section 3.

Any employee sent by an Employer to work outside of the territorial jurisdiction covered by this Agreement shall be reimbursed for all food, lodging, and travel expenses which he incurs in a reasonable amount and the Employer shall make proper arrangements with the employee for the payment of such expenses before sending the employee to work outside of the territorial jurisdiction covered by this Agreement. Such arrangements made between an Employer and the employee shall be reduced to writing, signed by both parties.

ARTICLE 4 - TRADE AUTONOMY AND JURISDICTION

Section 1.

The provisions of the Agreement shall apply to all car-

penry and related work. The term 'carpentry and related work' includes, but shall not be limited to, that work which is set forth in the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America; and/or in agreements between the United Brotherhood of Carpenters and Joiners of America and other National and International Unions; as in their Constitution and Bylaws effective December 1, 2000 unless a change is agreed to in writing by the Union and the Council and/or in the Agreement; and/or that work which has historically and traditionally been done by employees covered by this Agreement. Only employees covered by this Agreement shall be permitted or required by the Employers to perform said "carpentry and related work" covered by this Agreement.

Section 2.

It is specifically understood and agreed that in the event an Employer assigns work covered by this Agreement to any person or employee who is not covered by this Agreement and/or permits or requires any employee employed by it not covered by this Agreement to perform work covered by this Agreement, such act shall be considered to be a violation of this Agreement and if the Union alleges that there has been such a violation of this Agreement said allegation shall be handled exclusively in accordance with the following adjudicatory process:

(a) A Business Agent of the Union and a representative of the Employer involved, with authority to resolve the dispute, shall discuss the dispute within two (2) work days after a request from either to the other. Any grievance pertaining to Section 2 above which is filed more than sixty (60) calendar days after the date on which the reason the grievance occurred shall be considered untimely and shall not be processed.

(b) In the event such representatives are unable to resolve the dispute within one (1) work day after it is first discussed by them under (a) above, either the Union or the Employer involved, but only the Union or the Employer involved, may submit the dispute to the Disputes Panel composed of one (1) representative appointed by the Council who shall serve at the discretion of the Council, one (1) representative appointed by the Union, who shall serve at the discretion of the Union, and one (1) person, who shall be Chairman, selected by the Union and the Council. If the Union and the Council are unable to agree upon the selection of the Chairman within one (1) work day after they discuss the matter, either may apply to the Federal Mediation and Conciliation Service for a list of seven (7) persons from which the Chairman shall be chosen within twenty-four (24) hours of receipt of the list by the Union and the Council alternately striking names until one (1) name remains. It is understood and agreed that if either the Union or the Council fails or refuses to cooperate in selecting a Chairman in accordance with the procedure set forth above or to participate in a hearing before the Chairman, the other party may unilaterally select a Chairman from the list submitted by the Federal Mediation and Conciliation Service and said Chairman, even though unilaterally selected, shall have the authority to hear and determine the dispute and his decision shall be final and binding as if all parties had participated fully as allowed hereunder, provided that written notice of the name of the Chairman selected and the date, time and place of the hearing is given to the party failing or refusing to cooperate, to the Council or the Union as the case may be, and to the Employer involved

(c) Decisions of the Disputes Panel may be by majority vote, rather than unanimous vote, of the Panel members and any dissenting member of the Panel may, if he desires, file a dissenting opinion. Decisions of the Disputes Panel shall be

final and binding upon the Union, the Council, and the Employers who are represented by the Council under this Agreement.

(d) The Council, on behalf of the Employers that the Council represents under this Agreement, and the Union agree, further, as follows:

(1) Any union other than the Union signatory to this Agreement which claims or has, in the past, claimed the work involved in a particular dispute and with which the Employer involved in the particular dispute has in effect at the time of the dispute a collective bargaining agreement, shall be invited, in writing with a copy thereof also being sent to all the parties to the dispute (including the Council), by the Council, the Union, or the Employer involved, to participate in a hearing on the dispute before the Disputes Panel. If such other union appears to participate in the hearing, it shall be allowed to participate to the same extent as the Union, Council and Employer involved. All parties participating in the hearing may present testimony and documents to the Disputes Panel through any person or organization, whether or not such person or organization is a member or employee of the Union, an employee of the Council or Employer involved, a member Employer of the Council or an employee of an Employer that is represented by the Council under this Agreement.

(2) The first time a dispute over the assignment of any specific type or types of work made by an Employer bound by this Agreement is presented to the Disputes Panel, said Panel shall decide only whether the Employer involved should have assigned said work to employees covered by this Agreement rather than assigning said work to and/or permitting or requiring any employee employed by it not covered by this Agreement to perform said work and shall order said Employer involved to change the assignment if the Panel finds

that the assignment was incorrect. In that decision the Panel shall not assess any penalty against the Employer involved or award any damages to the Union if it finds that the Employer involved has violated the provisions of this Article 4, but said Employer involved shall pay the fee and expenses of the Chairman if a violation of Article 4 is found by the Panel, and the Union shall pay the fee and expenses of the Chairman if a violation of Article 4 is not found. If the Panel orders the Employer involved to change the assignment and that Employer fails or refuses to change the assignment, the Union may resubmit the matter to the Panel and the Panel may provide any remedy or remedies for the failure or refusal of the Employer involved which it desires, just as if it were a dispute over a subsequent assignment as provided below. In the event the same Employer shall thereafter assign, contrary to said decision of the Disputes Panel, the specific type or types of work involved in said decision of the Panel, the Panel, when the dispute over the subsequent assignment is presented to it in accordance with provisions of this Article 4, may provide in its decision against the Employer involved any remedy or remedies for the violation of this Article 4 and the violation of the Panel's prior decision on the assignment of the type, or types of work, which it desires, including, but not limited to, an order to cease and desist, an order to immediately reassign the work to employees covered by this agreement, an order that the Employer involved shall pay to the Union any wage and fringe benefits lost by the employees covered by this Agreement as a result of the violation of this Article 4 and the prior decision of the Disputes Panel, provided, however, that if the Employer involved corrects the violation immediately when the dispute is presented under paragraph (a) of this Section 2, the dispute shall not be presented to the Disputes Panel with respect to that violation.

(e) In the event an Employer involved in a particular dis-

pute with the Union is found by the Disputes Panel to have violated the provisions of Article 4 and/or a prior decision of the Panel and said decision includes an order to do certain things to remedy the violation as set forth in Section 2(d) (2) above, including an order that the particular work in question be reassigned to employees covered by the Agreement, and subsequent thereto, that Employer involved in the dispute against whom the Panel has issued its decision is ordered by the National Labor Relations Board to assign the particular work on the particular job involved in the decision of the Panel to employees represented by a union other than the Union signatory to the Agreement, said Employer involved may comply with said order of the National Labor Relations Board despite the provisions of the Article 4, and if said Employer involved does comply with said Order of the National Labor Relations Board, that Employer shall not be subject to any further decision or order of the Disputes Panel with respect to, or any further award of damages to the Union by the Panel with respect to, the assignment of that particular work on that particular job which was the subject of both the decision of the Panel and the order to the Employer involved by the National Labor Relations Board.

(f) In reaching its decision as to whether an Employer involved in a dispute under this Article 4 has violated the provisions of Article 4 and/or of a prior decision of the Disputes Panel, the Panel may consider any evidence presented to it by any party participating in the proceeding, including the other union.

Section 3.

Under no circumstances shall the Employer involved who is charged by the Union with a violation of the provisions of the Article 4, or any other person or organization participating in the adjudicatory process set forth in Section 2, above, have

or assert as an excuse or defense, or in mitigation of the violation, at any stage of the adjudicator process set forth in Section 2 above (1) that the matter in dispute is or should be the subject of some other procedure or adjudicator process related to the handling of jurisdictional disputes between labor organizations, rather than being processed and adjudicated under the adjudicator process set forth in Section 2 above; and/or (2) that the Employer has accepted from another person, firm, company, employer, corporation, joint venture or association, a contract for the performance of such work which requires that such work be assigned to a person or employee not covered by the Agreement.

ARTICLE 5 - UNION SECURITY

Section 1.

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the execution date of the Agreement shall remain members of the Union and those present employees who are not members of the Union on the execution date of this Agreement shall, by the seventh (7th) day following the execution date of the Agreement, become and remain members of the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after the execution date of this Agreement shall, by the seventh (7th) day following the beginning of such employment, become and remain members of the Union.

Upon written notice from the Union, an Employer shall discharge immediately any employee who is not a member of the Union in accordance with the foregoing provisions. The foregoing provisions of this Section shall not apply in any State in which such provisions are prohibited by law to the extent prohibited by such law.

Section 2.

(a) During the term of this Agreement and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302 (c) of the Labor Management Relations Act of 1947, as amended, an Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs said authorization, a certain amount of money per hour for each hour worked by said employee during the week. The specific amount of money to be deducted shall be determined by the Union, from time to time, in accordance with its Constitution and By Laws and the Union shall notify that Employer, in writing, from time to time as changed by the Union, of the specific amount of money to be deducted. The amount deducted shall be payable to the Mid-Atlantic Regional Council of Carpenters, for and on behalf of its affiliated Local Unions, monthly by the twenty-fifth (25th) day of the month following the month in which the required amount is deducted and such amount shall be remitted in accordance with all of the applicable provisions and requirements of Article 14 below.

(b) As a service to the Employers represented by the Council under this Agreement, an Employer may contact the Union to determine whether a particular employee has signed and has not withdrawn his voluntary written authorization, as provided in (a) above, so that that Employer will not have to have said employee sign another authorization. If specifically requested by the Contractor, the Union will respond to the request in writing.

Section 3.

The Business Representatives of the Union and the International Representatives of the United Brotherhood of

Carpenters and Joiners of America, shall be given access by each Employer to any location where employees covered by this Agreement are, have been, or will be performing work.

Section 4.

Within two hours after an employee who is not a member of the Union commences work for an Employer, that Employer will notify the Job Steward on the job where the employee is working that he has commenced work.

ARTICLE 6 - CONTRACTING AND SUBCONTRACTING

Section 1.

On any site of construction, alteration, or repair of a building, structure or other work, an Employer may not sublet, assign or otherwise contract or subcontract out any work which is covered by this Agreement to any person, firm, corporation, contractor, employer or association which is not signatory to this agreement, except as set forth in this Article 6, Section 1.

On occasion, when considering whether or not to undertake certain kinds of work, an Employer may not be able to find a contractor who is signatory to this Agreement who is ready and able to perform this work for that Employer or who is able to perform the work at a lower price than a nonsignatory contractor.

In order to induce Employers who are represented by the Council under this Agreement to seek and acquire work, an Employer may subcontract work otherwise covered by this Agreement to contractors who are not signatory to this Agreement, under either of the following conditions:

(a) When the work is not usually performed by that Employer; or

(b) The Employer attempted to assign the work to one or more subcontractors who are signatory to this Agreement and no qualified signatory subcontractor was ready and able to perform the work in question at a lower price than that offered by a non-signatory contractor.

(c) An Employer involved must notify the Union and be able to demonstrate that in fact no qualified subcontractor who is signatory to this Agreement is ready and able to perform the work in question.

(d) In addition, the effect of the assignment of work to a non-signatory subcontractor shall not deplete the amount of work routinely performed by an Employer under this Agreement.

(e) In all other respects the other terms of this Article shall apply.

The terms of this Section 1, shall supercede Article 4, Section 2.

Section 2.

Notwithstanding any other provision of this Agreement to the contrary, for the purposes of this Article 6 only, the following expedited procedures shall apply, exclusively, for the resolution of any dispute or disagreement arising out of the interpretation or application of any of the provisions of Section 1 of this Article 6:

(a) A representative of the Employer involved and the Union shall meet within twenty-four (24) hours after oral or written notice to attempt to resolve the dispute or disagreement.

(b) If the dispute or disagreement is not settled at the meeting specified in (a) above, or if either the Employer involved or the Union fails or refuses to meet within the specified period of twenty-four (24) hours, either party may submit the matter to arbitration by notice to the other party. Within twenty-four (24) hours after said notice is given, the Employer involved and the Union shall appoint a mutually acceptable arbitrator to hear and determine the dispute. If either the Employer involved or the Union fails or refuses to cooperate in appointing an arbitrator within said twenty-four (24) hour period, or if the mutually agreeable arbitrator cannot hear and determine the dispute within the ten (10) days after his appointment, either the Employer involved or the Union may apply to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators from which an arbitrator shall be chosen within twenty-four (24) hours of receipt of the list by each party alternately striking names until one (1) name remains. The arbitrator so chosen shall hear and determine the dispute within ten (10) days from the date of his appointment, if at all possible, and the parties shall co-operate in every way necessary to assist the arbitrator in facilitating the disposition of the matter.

(c) It is understood and agreed that if either the Employer involved or the Union fails or refuses to cooperate in selecting an arbitrator from the list submitted by the Federal Mediation and Conciliation Service in strict accordance with the procedure set forth above, the other party may unilaterally select an arbitrator from such list submitted by the Federal Mediation and Conciliation Service and, provided that written notice of hearing is given to the refusing party, said arbitrator, even though unilaterally selected, is hereby granted the authority to hear and determine the dispute and his decision shall be final and binding as if both parties had participated fully as allowed hereunder whether or not one of them fails to do so.

(d) The fee and expenses of the arbitrator shall be shared equally by the Employer involved and the Union and his decision shall be final and binding on both parties.

Section 3.

There shall be no strike action or work stoppage of any kind by the Union nor lockout action or job shutdown by any of the Employers represented by the Council under this Agreement to remedy any violation of any provision of this Article 6 or to enforce an award or order of an arbitrator made under this Article 6.

Section 4.

It is understood and agreed that in the event the arbitrator decides that the Employer involved or the Union has violated any of the provisions of this Article, the arbitrator may prescribe any relief which he deems appropriate, including damages and injunctive relief of a cease and desist or other nature. The other party may seek appropriate judicial relief to enforce the ruling of the arbitrator.

Section 5.

The Council and the Union has drafted the language of this Article 6 with the intent that it be in full conformity with the provisions of the 'first proviso' to Section 8(e) of the Labor-Management Relations Act of 1947, as amended. Therefore, the Council, the Employers represented by the Council under this Agreement, and the Union intend that the provisions of this Article 6 be interpreted in accordance with said provision of the federal law and be enforceable to the fullest extent allowable under said provisions of the federal law.

ARTICLE 7 -
HOURS OF WORK, OVERTIME AND HOLIDAYS

Section 1.

(a) Unless specifically agreed otherwise, in writing, by the Executive Secretary Treasurer of the Union acting on behalf of the Union, with whatever conditions he approves therein, eight (8) hours, between the hours of 6:00am to 4:00pm, Monday through Friday, shall constitute a day's work on all work covered by this Agreement, making a total of forty (40) hours per week. All time worked over eight (8) hours per day, all time worked outside of the hours between 6:00am to 4:00pm, Monday through Friday, and all hours worked on Saturday shall be overtime hours and shall be paid for at the rate of time and one half (1 1/2) the employee's straight time hourly wage rate of pay as set forth in Article 8 of this Agreement. Saturday will be a voluntary makeup day during the normal work week, resulting from lost time due to inclement weather or if owner imposed. All hours worked on Sunday and on the holidays set forth in Section 4, below, shall be overtime hours and shall be paid for at the rate of double the employee's straight time hourly rate of pay as set forth in Article 8 of this Agreement. There shall be a thirty (30) minute unpaid lunch break to be started between 11:30am and 12:30pm. In the event work is necessary during overtime hours, the Employer involved shall notify the Union; overtime hours shall be rotated among the employees as much as possible so that the overtime work will be more equally divided; the Employer involved shall not require or permit an employee to transfer from one job of the Employer to another job of the Employer within a twenty four (24) period for the purpose of working overtime hours without the permission of the Union. There shall be a thirty (30) minute unpaid meal period after six (6) hours from the ending of any regular scheduled lunch peri-

od and thirty (30) minutes unpaid meal period for every four (4) hours worked thereafter.

(b) An Employer will be allowed to work four (4) ten (10) hours successive days per week. Ten (10) hours between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, shall constitute a day's work on all work covered by this Agreement, making a total of forty (40) hours per week. All time worked over ten (10) hours per day, and all time worked outside of the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, shall be overtime and paid at the rate specified above. Should time be lost during the normal work week, due to inclement weather or if owner imposed, the fifth day will be a mandatory makeup day. All Employers working four (4) ten hour days must notify the Union.

Section 2.

Employees shall report to the quarters provided by an Employer in accordance with the provisions of Section 1 of Article 12 of this Agreement no later than the scheduled starting time and shall proceed at the scheduled starting time from those quarters to their places of work on the job site on that Employer's time. The employees shall return to said quarters from their place of work at the end of the work day on their own time. At lunchtime the employees shall proceed from their place of work to said quarters on their own time and shall return their place of work at the end of the lunch period on that Employer's time. On all jobs, where employees are required to pick up and/or deposit brass or time cards, it shall be done on that Employer's time.

Section 3. Shift Work

To encourage greater utilization of shift work and to encourage the employers to establish second and third shifts in

situations in which they have not been allowed under prior agreements, the Union and Employers have mutually agreed to eliminate many of the restrictive conditions that have been previously placed on shift work. Therefore, the following rules shall be established for shift work:

(a) The Employer involved shall notify the Union of the starting and quitting time of all second or third shifts in advance of the initiation of said shifts.

(b) Any time it becomes necessary for employees to change shifts the Employer will see to it that the change occurs over the weekend, whenever possible, otherwise there must be a twenty-four (24) hour break between shift changes, so that employees have sufficient time to become adjusted to their new hours.

(c) A lunch meal period shall be taken four (4) hours after the shift commences.

(d) Whenever shift work is being performed, the employees employed on the second or third shift shall receive a shift differential of 15% more than the hourly wage set forth in Section 1 of Article 8 for each hour they work.

(e) Pay rate on shift work for all overtime to be based on 15% shift differential.

(f) A normal second or third shift shall consist of no less than seven (7) hours or more than eight (8) hours.

Section 4. Holidays

(a) The following holidays shall be observed on the same day as designated by the Federal Government: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving

Day, the day after Thanksgiving, and Christmas Day.

(b) Any employee who works on a Holiday set forth in (a) above shall be paid at double his straight time hourly wage rate of pay for all hours worked on the Holiday and he shall be guaranteed no less than four (4) hours' work or four (4) hours' pay in lieu thereof, at said double time hourly wage rate for that day. No work will be performed on Labor Day, except in a very serious emergency situation.

ARTICLE 8 - WAGES AND RELATED PROVISIONS

Section 1.

Subject to any other applicable provisions of this Agreement relating to additional special rates of pay for special classifications of employees and additional premium rates of pay for performing certain types of work, the following straight time hourly wage rates shall be paid to all employees covered by this Agreement performing work covered by this Agreement.

(a) Effective May 1, 2004 through April 30, 2005, all journeymen carpenters, lathers, wood and resilient floor layers and all other journeymen employees performing the work covered by this Agreement shall be paid a straight time hourly wage rate of twenty-two dollars and fifty cents (\$22.50).

(b) Effective May 1, 2005, the total package hourly compensation paid to all journeymen carpenters will be increased by \$.95. The Union, at its sole discretion, may allocate all or part of this increase between hourly wages and fringe benefits.

(c) Effective May 1, 2006, the total package hourly compensation paid to all journeymen carpenters will be increased by \$.90. The Union, at its sole discretion, may allocate all or part of this increase between hourly wages and fringe benefits.

(d) On any Prevailing Wage Rate jobs, the negotiated wage rates and fringe benefits that the job was bid under will remain for the duration of the job.

(e) The Employer will provide to the Union in a timely manner relevant information on all of the Employer's projects, no matter how small, for the purposes of establishing and maintaining prevailing wages in every political subdivision covered by the Agreement. The Union will prepare evidentiary forms, reports and other documents for submission to the appropriate surveying agency.

Section 2.

During the term of this Agreement, Foremen shall be paid, at a minimum, one dollar and fifty cents (\$1.50) more than the straight time hourly wage rates set forth in Section 1 above.

Section 3.

During the term of this Agreement, General Foremen shall be paid, at a minimum, three dollars (\$3.00) per hour more than the straight time hourly wage rates set forth in Section 1 above.

Section 4.

(a) During the term of this Agreement, Apprentices who become registered in the Apprenticeship Program, shall be paid a straight time hourly wage rate of a percentage of the straight time hourly wage rate set forth in Section 1 above, as follows:

Enrollment in First Trimester	60%
Enrollment in Second Trimester	60%
Enrollment in Third Trimester	60%

Enrollment in Fourth Trimester	70%
Enrollment in Fifth Trimester	70%
Enrollment in Sixth Trimester	70%
Enrollment in Seventh Trimester	80%
Enrollment in Eighth Trimester	80%
Enrollment in Ninth Trimester	80%
4th Year - 1st 6 months OJT	90%
4th Year - 2nd 6 months OJT	95%

No apprentice covered by this Section 4(a) shall advance to the next pay level without having satisfactorily completed the previous pay level. Advancement in pay level must be achieved through satisfactory training and schooling performance at the previous pay level. All apprentices except transfers, who enter this program who have not been granted advancement by the request of their employer to the Joint Committee, must satisfactorily perform in each of the minimum specified pay periods.

(b) Applicants to the Apprenticeship Program desiring advancement beyond entry level, upon registering in the Apprenticeship Program, must submit proof of previous experience from previous employer(s), meet all requirements of the Joint Carpentry Apprenticeship Program and submit written request of advancement from the applicant's current Employer who is represented by the Council under this Agreement.

(c) Apprentices through the ninth (9th) trimester will receive percentages based on the journeyman rate of pay in this Agreement.

(d) Fourth (4th) year apprentices will receive percentages based on the journeyman rate of pay being paid on project he is working on.

Section 5.

Each employee covered by this Agreement who works on the site of a powerhouse job twenty-five (25) or more miles beyond the District of Columbia line shall be paid three dollars (\$3.00) per day for each day, or fraction thereof, on which the employee works on said job site.

Section 6.

Each employee covered by this Agreement who works on a Stack, Chimney, Silo or Cooling tower shall be governed by the provisions of the then current agreement covering such work of the United Brotherhood of Carpenters and Joiners of America, in addition to the provisions of this Agreement.

Section 7.

All employees covered by this Agreement shall be paid on the day of the week designated as pay day by the Employer involved. Once the pay day is designated by an Employer, it shall not be changed without the written permission of the Executive Secretary-Treasurer of the Union. When a Holiday, as set forth in Section 4 of Article 7 of this Agreement, falls on a pay day, employees shall be paid by quitting time on the last, regular work day prior to the Holiday. Not more than four (4) days' pay shall be held back from the regular work week, and each employee shall be paid in currency or payroll check on the job and during the regular working hours or by voluntary direct deposit. Payroll checks shall have a wage statement attached to each check and currency shall be in a sealed envelope, which has a wage statement on its face. The wage statement must include all of the following items:

1. The name and address of the Employer involved.
2. The name of the employee.
3. The date the weekly pay period ends.

4. The number of hours worked during the pay period.
5. The gross amount of wages.
6. The amount of income tax withheld.
7. The amount of Social Security tax withheld.
8. Any other deductions and the amount thereof.
9. The net amount of money enclosed.

Section 8.

Under no circumstances whatsoever shall any employee covered by this Agreement be paid lump sum or piecework rates.

Section 9.

When an Employer discharges or otherwise dismisses an employee from his employment before starting time on any day, said employee shall be paid two (2) hours' pay at his straight time hourly wage rate. Any employee not present on day of layoff shall not be entitled to the two (2) hours' pay.

Section 10.

When an employee is discharged, laid off or otherwise terminated from his employment by an Employer, he shall be paid immediately all money due him from that Employer. An employee who is terminated for just cause, shall receive his pay on the next regular scheduled pay day and shall not be entitled to the \$25.00 per day as liquidated damages as provided in Article 8 - Section 13, below.

Section 11.

Employees must be given one (1) hour's notice by an Employer prior to layoff, discharge or termination of employment for any other reason whatsoever, which time shall be

spent in sharpening and/or collecting tools and/or working. Any employee who starts to work and is discharged, laid off or otherwise terminated during the first half of a shift shall be paid four (4) hours' pay at his straight time hourly wage rate of pay. If an employee works after the first half of the shift, he shall be paid a full day's pay provided, however, that any employee discharged for misconduct, insubordination or other disregard for discharging his duties shall be paid only the time actually worked and will not be entitled to the one (1) hours' notice.

Section 12.

An Employer shall withhold from the employee's pay the income tax required to be paid by the employee, if any, to the District of Columbia, Virginia or Maryland, depending upon in which jurisdiction the employee lives rather than in which jurisdiction the Employer involved assigns the employee to work; and the Employer involved shall remit said deduction and the required reports thereon to the appropriate agency in the jurisdiction in which the employee lives, not in which the Employer involved assigns the employee to work.

Section 13.

All money required to be paid to employees covered by this agreement must be paid on the job site during working hours. In the event that an Employer fails to pay an employee his money in the amounts, manner and at the times required by the provisions of this Agreement, or in the event that any check written by the Employer involved to an employee should "bounce", the Employer involved shall pay to the employee involved twenty-five (\$25.00) for each day or fraction thereof, during which the employee is deprived of the money owed to him. It is recognized and agreed by and among the Council, the Employers that the Council represents

under this Agreement and the Union that this twenty-five dollars (\$25.00) per day or fraction thereof, is not to be regarded as a penalty, but it is to be regarded as liquidated damages to the employee since it is impossible to ascertain with any degree of certainty the inconvenience and harm which would be caused to an employee by the failure of an Employer to pay him in amounts, manner and at the times required by the provisions of this Article 8. This rule shall not apply to minor miscalculations in pay.

ARTICLE 9 - FOREMEN AND GENERAL FOREMEN

Section 1.

On any job on which five (5) or more employees are employed by an Employer, the Employer involved must designate one (1) employee as Foreman.

Section 2.

On any job on which there are five (5) or more Foremen employed by an Employer as provided in Section 1 above, one of the foremen shall be designated by the Employer involved as a General Foreman.

Section 3.

No Foreman or General Foreman, regardless of the number of employees under his direction, shall be required or permitted to work with his tools at any time on any job when the employees under his direction are not on the job for any reason.

Section 4.

Foremen and General Foremen shall be covered by and subject to all of the provisions of this Agreement in every respect, just as are all other employees covered by this

Agreement. In addition Foremen and General Foremen shall be represented by the Union, just as are all other employees covered by this Agreement.

Section 5.

Only Foremen, General Foremen, and Superintendents shall issue directions to employees under their direction.

ARTICLE 10 - JOB STEWARDS

Section 1.

The first employee covered by this Agreement on a job, other than a Foreman or apprentice shall act as Job Steward until such time as the Business Agent can appoint a Job Steward subject to the approval of the Mid-Atlantic Regional Council of Carpenters. The agent must appoint the job steward within thirty (30) days of the start of construction or notification of the start of construction to the union by the Employer, whichever is later. Job Stewards must be appointed from among the employees on the job.

Section 2.

The Job Steward shall remain on the job during all hours that work covered by this Agreement is being performed and he shall be exempt from layoff until such time as there are fewer than two (2) employees covered by this Agreement on the job. If the job is shut down temporarily, the Job Steward shall be the first employee re-employed when the job commences again. The Job Steward shall be allowed sufficient time by an Employer to perform his duties and he shall not be discharged because of his activities in enforcing the provisions of this Agreement.

Section 3.

The Job Steward, jointly with a Supervisor of the Employer involved, shall determine when the weather is unfit for work, and if in their judgment the day is declared unfit, they shall so notify all employees covered by this Agreement to leave the job for the remainder of the day, provided, however, that this shall not apply to emergency work or to employees working under cover. However, if a Supervisor of the Employer involved instructs the employees to wait around for better weather conditions, they shall be paid for the time waiting.

Section 4.

The Job Steward shall call time to start and stop work each day on the job unless otherwise provided or agreed to.

ARTICLE 11 - APPRENTICESHIP

Section 1.

(a) An Employer may employ a minimum of one (1) apprentice when fewer than five (5) employees covered by this Agreement are employed. When an Employer has five (5) employees covered by this Agreement employed, a minimum of one (1) of them shall be an apprentice, and for each additional five (5) employees covered by this Agreement who are employed by the Employer involved, a minimum of one (1) of them shall be an apprentice, if available.

These foregoing ratios shall be applicable to each Employer on a job by job basis.

(b) It shall be the responsibility of an Employer to maintain the minimum ratio of one (1) to five (5), and if this ratio becomes unbalanced due to the oversight of the Employer

involved, it shall be rectified without terminating journeymen.

Section 2.

Apprentices shall be covered by and subject to all of the provisions of this Agreement in every respect just as are all other employees covered by this Agreement, except as is absolutely necessary to comply with the provisions of this Article 11.

Section 3.

No apprentice shall be required or permitted to work during a time that will interfere with his attendance at school. Schooling of apprentices covered by this Agreement will be during the regular work day, and most apprentices will be released from work and paid by the Employers involved for the hours they are attending school. However, from time to time, some apprentices will be working on shift work in accordance with the provisions of Article 7 of this Agreement and will not be working during school hours. Those apprentices shall have the option of working regularly at their jobs at their regular wages for all hours worked and attending school on their own time without receiving pay therefore, or taking time off from work on the night before, or the night of, the day they attend school and being paid in accordance with the provisions of Section 6(a) and the Table contained therein; provided, that each apprentice shall choose which option he prefers when he commences such shift work and the option he chooses shall remain in effect for the duration of his shift work.

Section 4.

No apprentice can be or act as a Foreman or General Foreman on any job.

Section 5.

Subject to all of the provisions of this Article 11 and any other applicable provision of this Agreement, the Joint Carpentry Apprenticeship Committee of Washington, D.C. and Vicinity, hereafter called "the Apprenticeship Committee", shall have the authority to formulate the terms and conditions that are reasonable and necessary to the effective training of all apprentices and journeymen covered by this Agreement. Effective on the date of signing of this Agreement, the number of Trustees on the Apprenticeship Committee Board of Trustees shall be six (6) designated by the Council on behalf of the Employers who are represented by it under this Agreement and six (6) designated by the Union. The position of Chairman and Secretary of said Committee shall be alternated once each year between a representative of the Employers who are represented by the Council under this Agreement and a representative of the Union on said Committee. When the position of Chairman is held by a representative of the Employers who are represented by the Council under this Agreement, the position of Secretary shall be held by a representative of the Union and vice versa.

Section 6.

The Apprenticeship Committee shall operate a day school for all apprentices covered by this Agreement. The following provisions of this Section 6 shall be paramount to and in addition to any other requirements for the operation of said school and the attendance at said school by apprentices which are formulated from time to time by the Apprenticeship Committee, and the following provisions of this Section 6 shall apply during the term of this Agreement without change or amendment unless changed or amended in writing by the Council and the Union as an amendment to this Agreement.

(a) An Employer shall pay the wages and fringe benefit contributions, as provided in this Agreement, to and for each of the apprentices in its employ for the hours during which they attend school and shall provide for said apprentices while they are attending school Workmen's Compensation Insurance coverage and other insurance required by law or this Agreement in accordance with the Law. Apprentices shall attend school one eight (8) hour day every other week, or when scheduled, and shall attend school for a total of not more than one hundred and ninety-two (192) hours per year for a period of three (3) years, unless the appropriate regulating agency of the Federal Government requires more than a total of one hundred and ninety-two (192) hours and/or three (3) years in which case the greater amounts required by the federal government shall be applicable. Subject to the provisions of Article 7, Article 14 and Section 2 of this Article of this Agreement, the following table shall be used by the Employer involved to compute the rate of pay to be paid to the apprentice attending school and fringe benefit contributions to be paid for the apprentice attending school.

Worked Hours	X	Equals	Percent of 8 Hours Pay To Be Paid To Apprentices In Addition To Regular Straight Time Hourly Rate of Pay	Hour of Fringe Benefit Contributions To be Paid In Addition To Contributions For Each Hour Worked
1	1.39	=	1.39	1 hour
2	1.39	=	2.78	1 hour
3	1.39	=	4.17	1 hour
4	1.39	=	5.56	1 hour
5	1.39	=	6.95	1 hour
6	1.39	=	8.34	1 hour

Worked Hours	X	Equals	Percent of 8 Hours Pay To Be Paid To Apprentices In Addition To Regular Straight Time Hourly Rate of Pay	Hour of Fringe Benefit Contributions To be Paid In Addition To Contributions For Each Hour Worked
7	1.39	=	9.73	1 hour
8	1.39	=	11.12	1 hour
9	1.39	=	12.51	1 hour
10	1.39	=	13.90	2 hours
11	1.39	=	15.29	2 hours
12	1.39	=	16.68	2 hours
13	1.39	=	18.07	2 hours
14	1.39	=	19.46	2 hours
15	1.39	=	20.85	2 hours
16	1.39	=	22.24	2 hours
17	1.39	=	23.63	2 hours
18	1.39	=	25.02	2 hours
19	1.39	=	26.41	3 hours
20	1.39	=	27.80	3 hours
21	1.39	=	29.19	3 hours
22	1.39	=	30.58	3 hours
23	1.39	=	31.97	3 hours
24	1.39	=	33.36	3 hours
25	1.39	=	34.75	3 hours
26	1.39	=	36.14	3 hours
27	1.39	=	37.53	3 hours
28	1.39	=	38.92	4 hours
29	1.39	=	40.31	4 hours
30	1.39	=	41.70	4 hours
31	1.39	=	43.09	4 hours
32	1.39	=	44.48	4 hours
33	1.39	=	45.87	4 hours
34	1.39	=	47.26	4 hours
35	1.39	=	48.65	4 hours

Worked Hours	X	Equals	Percent of 8 Hours Pay To Be Paid To Apprentices In Addition To Regular Straight Time Hourly Rate of Pay	Hour of Fringe Benefit Contributions To be Paid In Addition To Contributions For Each Hour Worked
36	1.39	=	50.04	4 hours
37	1.39	=	51.43	5 hours
38	1.39	=	52.82	5 hours
39	1.39	=	54.21	5 hours
40	1.39	=	55.60	5 hours
41	1.39	=	56.99	5 hours
42	1.39	=	58.38	5 hours
43	1.39	=	59.77	5 hours
44	1.39	=	61.16	5 hours
45	1.39	=	62.55	5 hours
46	1.39	=	63.94	6 hours
47	1.39	=	65.33	6 hours
48	1.39	=	66.72	6 hours
49	1.39	=	68.11	6 hours
50	1.39	=	69.50	6 hours
51	1.39	=	70.89	6 hours
52	1.39	=	72.28	6 hours
53	1.39	=	73.67	6 hours
54	1.39	=	75.06	6 hours
55	1.39	=	76.45	7 hours
56	1.39	=	77.84	7 hours
57	1.39	=	79.23	7 hours
58	1.39	=	80.62	7 hours
59	1.39	=	82.01	7 hours
60	1.39	=	83.40	7 hours
61	1.39	=	84.79	7 hours
62	1.39	=	86.18	7 hours
63	1.39	=	87.57	7 hours
64	1.39	=	88.96	8 hours

Worked Hours	X	Equals	Percent of 8 Hours Pay To Be Paid To Apprentices In Addition To Regular Straight Time Hourly Rate of Pay	Hour of Fringe Benefit Contributions To be Paid In Addition To Contributions For Each Hour Worked
65	1.39	=	90.35	8 hours
66	1.39	=	91.74	8 hours
67	1.39	=	93.13	8 hours
68	1.39	=	94.52	8 hours
69	1.39	=	95.91	8 hours
70	1.39	=	97.30	8 hours
71	1.39	=	98.69	8 hours
72	1.39	=	100.00	8 hours

(b) No apprentice covered by this Agreement shall be required or permitted to attend school at night.

(c) Apprentices who miss school for any reason shall be required to make up the hours missed on their own time without pay and, if necessary, to take off from work to do so. Apprentices required to repeat a trimester because of absenteeism and/or poor grades will do so without pay for attending school.

(d) An apprentice who is receiving Workmen's Compensation Insurance Benefits because of injury but who is nevertheless able to attend school, or an apprentice, who is receiving unemployment insurance benefits, shall attend school on at his regularly assigned days.

(e) The apprentice, upon presentation of a validated card, shall be paid for attending school regardless of whether or not the job on which he is working works on a day on which he is scheduled to attend school.

(1) Apprentices must submit attendance slip to employer to verify his entitlement to pay for attending school.

(2) It is the responsibility of the employers' representative on the job to have the attendance slip submitted to the proper payroll office.

(f) When an apprentice is laid off he shall be paid, at the time of layoff, all money owed to him by the Employer involved for attending school in accordance with the Table set forth above. Even if the school day falls after the layoff, upon verification that the apprentice attended school on his proper day, a check covering the earned school pay may be mailed to the former employee.

(g) Apprentices will be responsible to notify the Employer involved of a change in wage rate. The Employer involved will be responsible for checking and verifying apprentice wage rates. The Employer involved shall not be liable for back pay due to the failure of the apprentice to notify the Employer involved of a wage change.

(h) Where an apprentice is working on a project four (4) days a week at ten (10) hours a day, he will then be allowed to attend school on the Friday that he would be off and be paid based on his having worked seventy-two (72) hours as prescribed on the scale set forth above in this Section, and he will receive for schooling, as prescribed by the scale, the equivalent of 8 hours' straight time pay, which is not to be counted as wages.

Section 7.

Upon satisfactory completion of four (4) years on-the-job training, of which the first three (3) years shall include related schooling as set forth in Section 6 above, and upon certification by the Apprenticeship Committee, the Apprentice shall become a journeyman.

Section 8.

To the fullest extent possible, apprentices shall be granted, by the Employers involved, the opportunity to work forty (40) hours per week, less the hours during which they are attending school. Apprentices are not allowed to refuse employment.

Section 9.

Apprentices shall be rotated by an Employer from job to job so that they do not work on one (1) type of work for more than six (6) months at a time.

Section 10.

No applicant for the apprenticeship program shall be rejected because he does not live within the geographic territory covered by this Agreement.

Section 11.

To the fullest extent necessary to conform to the provisions of this Article 11 and to carry out the purposes and objectives of this Article 11, all provisions of the Trust Agreement of the Apprenticeship Committee and all rules, regulations and standards of the Apprenticeship Committee shall be deemed modified or amended and in the event said documents must be re-written to so confirm and to so carry out, the Apprenticeship Committee shall do so promptly.

Section 12.

Notwithstanding any provision in this Agreement to the contrary or which may appear to be the contrary, no person serving on the Joint Carpentry Apprenticeship Committee or the Council, its member Employers, other Employers represented by the Council under this Agreement, the Union or its

affiliated Local Unions, individually or collectively, shall in any way be liable or responsible in any respect for any act, omission or obligation of the Apprenticeship Committee, Trustees of the Apprenticeship Committee, individually or collectively, or any person or employee acting for or on behalf of the Apprenticeship Committee.

ARTICLE 12 - GENERAL WORKING RULES AND REGULATIONS

Section 1.

On each job, an Employer shall provide properly locked, weatherproof, and heated quarters for tools, clothing and eating lunches. Where practical, these quarters shall not be used for storage of any other materials or for use by an employee not covered by this Agreement. When impracticable for Employer to provide separate quarters for employees covered by this Agreement, Employer must provide secure lockup for carpenters' personal tools and clothing, etc. during normal working hours. When impracticable to provide separate quarters, Employer will be responsible for the loss of carpenters' personal tools, clothes, etc. as if they were lost during non-working hours.

Section 2.

An Employer may provide a separate waterproof metal gang box or boxes for storage of tools. The Employer involved shall be responsible for any loss by fire, theft or flood of tools and clothing when in locked gang box or in the quarters provided under Section 1 above except during normal working hours. A sworn statement of loss by the employee involved shall be considered satisfactory proof of loss, and the Employer involved shall replace the tools, or pay for same in cash, no later than three (3) working days after said sworn

statement of loss is furnished by the employee. If the employee is laid off prior to the end of the said three (3) working days, the replacement shall be made on the day of layoff. At the time of employment the employee will furnish the Employer involved with a list of tools on a form provided by that Employer. Replacement tools will be of the same quality as ones lost.

Section 3.

An Employer shall be required to furnish suitable drinking water and vessels with faucets and individual paper drinking cups. Ice water must be furnished within one and one half (1 1/2) hours after starting time between May 1 and November 1. Suitable and sanitary toilets shall be provided.

Section 4.

An Employer shall furnish all ladders, miter boxes, straight edges, saw horses, clamps and files, star drills, steel drills, taps, dies and hacksaw blades, benches, grindstones, levels over thirty (30) inches, drill bits and replacement chalk. The Employer involved shall also furnish all power equipment and accessories for the equipment. The Employer involved shall also furnish asphalt tile cutters.

Section 5.

If an Employer sends employees from one job to another, he shall allow the employees time to move tools to the new job, same to be moved during working hours.

Section 6.

All employees shall bring their tools on the job sharp and in condition to begin work, after which they must keep tools sharp and in working condition at the expense of the Employer involved.

Section 7.

The Council, each of the Employers represented by the Council under this Agreement, and the Union support the principle of equal employment opportunity. Each party to this Agreement and each Employer bound under this Agreement expressly agrees that it will not discriminate against any employee or applicant for employment, on the basis of race, creed, color, religion, sex, national origin, age, disability, membership in the Union, or any other basis prohibited by law. The Union shall not cause or attempt to cause an Employer to discriminate. The Union agrees to hold the Council and each Employer bound under this Agreement harmless from any such discrimination on the part of the Union. To the extent that any Employer is obligated to undertake affirmative action pursuant to Executive Order 11246 and relevant federal and/or state laws, in connection with its work on federal, federally assisted, state or local assisted construction projects, the Union expressly agrees that it will support the efforts of the Employer involved to meet its obligations. An Employer shall not discriminate against employees because they are members of the Union or because they assert rights which they have under the provisions of this Agreement.

Section 8.

(a) When an employee is injured and absent due to any injury on the job, the job steward shall see that all tools and other belongings of said employee are placed in safe keeping by the Employer involved. Any loss of said tools or belongings shall be covered by Section 2 of this Article, just as if the employee were working, and shall be subject to all of the provisions of said Section 2.

(b) An employee injured on the job and unable to continue work shall be paid for all hours which he would have

worked on the day of the injury had it not been for the injury.

Section 9.

An employer coming from outside the territorial jurisdiction covered by this Agreement to perform work within the territorial jurisdiction covered by this Agreement shall be entitled to bring no more than one (1) man into the jurisdiction to perform work covered by this Agreement, providing the Union can furnish employees to that employer.

Section 10.

The employees will be granted a ten (10) minute coffee break daily, usually in mid-morning. It shall be taken so as not to interfere with any critical phase of the job.

Section 11.

Employees covered by this Agreement shall do their own layout work which has been traditionally and historically performed by employees covered by this Agreement on all of the work covered by this Agreement.

Section 12.

All certified welding covered by this Agreement shall come under the jurisdiction of and be performed by employees covered by this Agreement.

Section 13.

Whenever an employee covered by this Agreement is required or permitted to work in wet weather, the Employer involved shall provide, at no cost to the employee, rain gear and rain boots.

Section 14.

An Employer shall furnish all safety equipment required by law including hard hats, with new sweatbands for each employee. Upon issuance of a hard hat to the employee there shall be a five dollar (\$5.00) charge taken from the first paycheck. This charge will be reimbursed to the said employee upon return of the hard hat to the Employer involved, upon termination of his employment.

All employees covered by this Agreement will abide by all safety regulations applicable in the jurisdiction in which they are working, or which may be instituted by the Employer involved on a particular job. They further agree to use all safety equipment, or gear issued to them by the Employer involved, and to return same to the Employer involved upon termination of their employment.

Section 15.

If an Employer establishes a training program for safety, employees covered by this Agreement will be given equal consideration with other employees to participate in such training programs.

ARTICLE 13 - GRIEVANCE HANDLING

Section 1.

The parties hereto have provided below, in the following Sections of this Article, a procedure for final and binding resolution of a dispute, disagreement, or violation involving the interpretation or application of the provisions of this Agreement (hereafter called "a grievance"), arising during the term of this Agreement between an Employer and the Union and/or an Employer and an employee represented by the Union. The parties expressly agree that a grievance shall

include any claim by an employee that he has been subjected to discrimination under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and/or all other federal, state, and local anti-discrimination laws.

Therefore, during the term of this Agreement, there shall be no strike by the Union, nor lockout by an Employer, except as otherwise provided by the specific provisions of paragraphs (a) through (d) of this Section 1. If the Union is allowed to strike and/or an Employer is allowed to lockout by a specific provision of paragraphs (a) through (d) below, then such strike and/or lockout shall not be a violation of this Agreement and a grievance relating thereto shall not be subject to the procedures set forth in the following Sections of this article, or subject to any other procedures in this Agreement, nor shall any claim that such strike or lockout allowed under the provision of paragraphs (a) through (d) of this Section is a violation of this Agreement be processed in any other forum, including any court of law or equity. Of course, a question with respect to whether a particular situation falls within the provisions of paragraphs (a) through (d) of this Section 1 is subject to the procedures set forth in the following Sections of this Article. It is recognized and agreed that subject to the provisions of paragraphs (a) through (d) of this Section, both the Employers represented by the Council under this Agreement and the Union and/or employees represented by the Union are entitled to utilize the procedures set forth in the following Sections of this Article and that those procedures are the exclusive means for the resolution of a grievance arising during the term of this Agreement:

(a) The Union may strike any Employer in the event that that Employer fails to pay moneys in the amounts, manner and at the times required by Article 8, of this Agreement provided,

however, that, in its sole discretion, the Union may submit a grievance relating thereto to the procedures set forth in the following Sections of this Article, rather than striking, but if the Union does submit said grievance, rather than striking, the Union may not strike that particular Employer with respect to that particular grievance thereafter.

(b) The Union may strike or take other appropriate action, in accordance with the provisions of Section 11 of Article 14 of this Agreement, against any Employer who fails or refuses to comply with the provisions of said Article 14 of this Agreement relating to fringe benefits.

(c) The Union may strike any Employer who fails or refuses to comply with the provisions of Section 2 of Article 5 of this Agreement, relating to deduction and remittance of dues.

(d) In the event a remedy is directed against an Employer by the Joint Arbitration Committee under Step 3 of Section 2 below or by the Arbitrator under Section 3 below, and the Employer involved fails or refuses to comply with said remedy, as directed, the Union may withdraw all employees from said Employer and strike said Employer until said Employer is in full compliance, or may enforce said remedy in an appropriate court; and if a remedy is directed against the Union by the Joint Arbitration Committee under Step 3 of Section 2 below or by the Arbitrator under Section 3 below, and the Union fails or refuses to comply with said remedy, as directed, the Employer involved may lock out the employees covered by the Agreement until such time as the Union is in full compliance, or may enforce said remedy in an appropriate court.

Section 2.

Except as provided in paragraphs (a) through (d) of

Section 1 above, any grievance between an Employer and the Union and/or an employee represented by the Union which involves the interpretation or application of any provision of this Agreement, shall be resolved in accordance with the following provisions of this Article:

Step 1. A Business Agent of the Union and a Representative of the Employer involved, with authority to act, shall take the grievance up within two (2) workdays after a request from either to the other. Any grievance which is filed at this Step 1 more than sixty (60) calendar days after the date on which the reason for the grievance occurred shall be considered untimely and shall not be processed. Any grievance which is filed at this Step 1 by an employee represented by the Union, rather than by the Union itself, must be filed, in writing, with the Executive Secretary-Treasurer of the Union within forty (40) calendar days after the date on which the reason for the grievance occurred and, unless said grievance is filed, in writing, with the Executive Secretary-Treasurer of the Union within forty (40) calendar days after the date on which the reason for the grievance occurred, it shall be considered untimely and shall not be processed.

Step 2. In the event such representatives are unable to resolve the grievance within two (2) work days after it is first discussed by them, either the Union or the Employer involved, but only the Union or the Employer involved, may submit the grievance, in writing, to a Joint Arbitration Committee composed of three (3) representatives appointed by the Council and three (3) representatives appointed by the Union, who shall serve at the will of the appointing body.

Step 3. Within three (3) work days after the grievance is submitted to the Joint Arbitration Committee by either the Union or the Employer involved, by written notice to the Committee with a copy to the other party involved in the

grievance, the Committee shall meet to attempt to resolve the dispute. If the Committee decides the grievance in favor of either the Union or the Employer involved, the Committee shall impose upon the violating party any remedy which it deems appropriate and such decision and remedy shall be final and binding upon the Employer involved and the Union.

(a) Notwithstanding the fact that the Joint Committee's decision in favor of either the Union or the Employer involved is to be final and binding, if the amount at issue in the grievance is more than fifty thousand dollars (\$50,000.00), then any party that is aggrieved by the Committee's decision may appeal the decision to arbitration under Step 4. Such appeal must be taken by written notice thereof to the prevailing party within ten (10) calendar days after the Committee's decision is received by the party aggrieved by the Committee's decision. At such arbitration the parties shall introduce, and the arbitrator may consider, the Committee's decision; but the arbitrator shall exercise independent judgment as to whether the grievance has merit.

Step 4. In the event the Joint Arbitration Committee deadlocks upon or is unable to resolve the grievance at its meeting on the grievance, either the Employer involved or the Union may submit the matter to an impartial arbitrator by written notice to the other party. Within twenty-four (24) hours after said notice, the Employer involved and the Union shall appoint a mutually acceptable arbitrator to hear and determine the grievance. If either party fails or refuses to cooperate in selecting an arbitrator, or if the parties are unable to agree upon an arbitrator, or if the mutually agreeable arbitrator cannot hear and determine the dispute within ten (10) days after his appointment, either party may apply to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators from which an arbitrator shall be chosen within

twenty-four (24) hours of receipt of the list by each party alternately striking names until one (1) name remains. The arbitrator so chosen shall hear and determine the dispute within ten (10) days from the date of this appointment, if possible.

Section 3.

The fee and expenses of the arbitrator shall be shared equally by the Employer involved and the Union, and his decision shall be final and binding.

Section 4.

It is understood and agreed that if either the Employer involved or the Union fails or refuses to cooperate in selecting an arbitrator in accordance with the procedure set forth above or to participate in a hearing before an arbitrator, the other party may unilaterally select an arbitrator from the list submitted by the Federal Mediation and Conciliation Service. Said arbitrator, even though unilaterally selected, shall have the authority to hear and determine the dispute, and his decision shall be final and binding as if both parties had participated fully as allowed hereunder, provided that written notice of the name of the arbitrator selected and the date, time and place of the hearing is given to the party failing or refusing to cooperate, at least three (3) days before the date of the hearing.

Section 5.

It is understood and agreed by the parties hereto that any allegation by the Union that an Employer has violated the provisions of Section I of Article 4 of this Agreement shall be processed under the provisions of Article 4, not this Article 13; and any allegation by the Union that an Employer has violated Section 1 of Article 6 of this Agreement shall be processed under the provisions of Article 6, not this Article 13.

ARTICLE 14 - FRINGE BENEFITS

Section 1. Health and Welfare Fund

(a) Effective May 1, 2004, and continuing through April 30, 2005, an Employer shall pay two dollars and seventy-five cents (\$2.75) per hour for each hour worked by each employee covered by this Agreement to the Mid-Atlantic Regional Council of Carpenters Health Fund, except as otherwise modified pursuant to Article 8, Section 1, paragraph b and c.

Section 2. Pension Fund

(a) Effective May 1, 2004, and continuing through April 30, 2005, an Employer shall pay one dollar and thirty-five cents (\$1.35) per hour for each hour worked by each employee covered by this Agreement to the Washington Area Carpenter's Pension and Retirement Trust Fund, except as otherwise modified pursuant to Article 8, Section 1, paragraph b and c.

(b) Pension payments will begin for apprentices upon completion of the second year (6th trimester) of school.

Section 3. Annuity Fund

(a) Effective May 1, 2004, and continuing through April 30, 2005, an Employer shall pay fifty cents (\$.50) per hour for each hour worked by each employee covered by this Agreement to the Mid-Atlantic Regional Council of Carpenters Annuity Fund, except as otherwise modified pursuant to Article 8, Section 1, paragraph b and c.

Section 4. Industry Promotional Trust Fund

(a) Effective May 1, 2004 and continuing through April 30, 2007, an Employer shall pay three cents (\$.03) per hour for each hour worked by each employee covered by this

Agreement to the Industry Promotional Trust Fund.

Section 5. Apprenticeship Training Fund

(a) Effective May 1, 2004, and continuing through April 30, 2005, an Employer shall pay nineteen cents (\$.19) per hour for each hour worked by each employee covered by this Agreement to the Joint Carpentry Apprenticeship Committee of Washington, D.C. and Vicinity, except as otherwise modified pursuant to Article 8, Section 1, paragraph b and c.

(b) If, at any time during the term of this Agreement, the Apprenticeship Committee, which is provided for in Article 11, Section 5 above, should, in its sole discretion, deem it desirable that the Employers represented by the Council under this Agreement pay money in addition to the amount set forth in paragraph (a) of this Section 5 to the Apprenticeship Training Fund up to a maximum addition of three cents (\$.03) per hour for each hour worked by each employee covered by this Agreement, or deem it desirable that the Employers represented by the Council under this Agreement pay less money than provided in paragraph (a) of this Section 5 to the Apprenticeship Training Fund (provided, however, that that amount of money provided in paragraph (a) of this Section 5 shall not be decreased by the Apprenticeship Committee below four cents (\$.04) per hour for each hour worked by each employee covered by this Agreement), the Apprenticeship Committee shall notify the Employers represented by the Council under this Agreement of the increase or decrease in the amount of money to be paid and of the date on which that increase or decrease in the amount of money shall begin to be paid by said Employers, and said Employers shall make such greater or lesser payments from such date as if such greater or lesser payments were specifically set forth in this Section 5.

Section 6. U.B.C. Health, Safety and National Apprenticeship Fund

Effective May 1, 2004, and continuing through April 30, 2007, an Employer shall pay four cents (\$.04) per hour for each hour worked by each employee covered by this Agreement to the Mid-Atlantic Regional Council of Carpenter's Trust Funds for the U.B.C. Health, Safety and National Apprenticeship Fund.

Section 7.

All payments required by Sections 1, 2, 3, 4, 5, and 6 above, as well as the payment required by Section 2 of Article 5 shall (a) be made payable by an Employer, for the full amount required, by one check, to the order of the Mid-Atlantic Regional Council of Carpenters Trust Funds, and (b) be mailed to the administrative office of the Mid-Atlantic Regional Council of Carpenters Trust Funds, where said check shall then be pro-rated among the said funds and the Union and deposited to the appropriate bank account of each of said Funds and Union.

Section 8.

An Employer shall also send with his payments required under Sections 1 through 6 above and Section 2 of Article 5 a monthly statement, on the consolidated report form prescribed by said administrative office, setting forth for each employee his name, Social Security number and hours worked during the month for which payment is made.

Section 9.

All payments required by Sections 1 through 6 above, Section 2 of Article 5 and all reports required by Section 8 above shall be made promptly but in no event later than the

twenty-fifth (25th) day of each month after the end of the month for which due, or which date said payments, if not then paid in full, and said reports, if not then completed in full, shall be delinquent. No payment will be accepted unless all payments required by Section 1 through 6 above and Section 2 of Article 5 above are correct and made in full and the reports required in Section 8 above are also correct and completed in full.

Section 10.

(a) It is understood and agreed that each Employer, by virtue of his representation by the Council and coverage under this Agreement, accepts the terms and provisions of the Agreements and Declarations of Trust of each of the Funds set forth in Sections 1 through 6 above, as said Agreements and Declarations of Trust have been amended heretofore or may be amended hereafter, and said Agreements and Declarations of Trust are made a part of this Agreement as if specifically set forth herein. The Employer Trustees named in said Agreements and Declarations of Trust shall be appointed by the Council.

(b) Each Employer represented by the Council under this Agreement further agrees with respect to each Fund set forth in Sections 1 through 6 above:

(1) That the Employer Trustees named in said Agreements and Declarations of Trust and additional Employer Trustees appointed pursuant to the terms of the Agreements and Declarations of Trust and their successors in trust, are and shall be its representatives;

(2) That each Employer represented by the Council under this Agreement approves and consents to the appointment of the Trustees of the said Funds heretofore appointed

and hereafter selected as provided for in said Agreements and Declarations of Trust; and

(3) That each Employer represented by the Council under this Agreement further ratifies, confirms, approves and consents to all of the lawful acts of the said Trustees, or their duly appointed successors, heretofore or hereafter taken in the creation and administration of the said Funds, maintenance, modification and termination of plans for each of said Funds, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the method of funding and paying the benefits; and

(4) That each Employer represented by the Council under this Agreement further ratifies, confirms, approves and consents to all amendments of the said Agreements and Declarations of Trust that may hereafter be made in accordance with the provisions of said Agreements and Declarations of Trust.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this Section 10, it is specifically understood and agreed by and between the Council on behalf of the Employers that it represents under this Agreement and the Union that the provisions of the Agreement, as contained in this Article 14, in Article 11 and elsewhere in this Agreement are superior to and supersede any provision contained in the Agreements and Declarations of Trust and the Plans adopted pursuant thereto of each of the funds set forth in Sections 1 through 6 above which may be contradictory to or in conflict with any of said provisions of this Agreement. Any such contradictory or conflicting provisions contained in said Agreements and Declarations of Trust or the Plans adopted pursuant thereto shall be null and void to the full extent necessary to comply with the provisions of this Agreement.

Section 11.

Notwithstanding anything in this Agreement to the contrary, it is specifically understood and agreed that in the event an Employer fails to make the payments required under Sections 1, 2, 3, 4, 5, and 6 above and/or Section 2 of Article 5 above and/or fails to submit the report form required under Section 8 above for Sections 1, 2, 3, 4, 5, and 6 above by the twenty-fifth (25th) day of any month, or shall fail to execute and deliver below referenced bond, the Union may withdraw the employees of said Employer from his employment effective as of the twenty-sixth (26th) day of the month or at any time thereafter at the discretion of the Union and said withdrawal of employees may be continued until such time as the required payment and/or report and any liquidated damages and interest accrued as a result of the late payment are paid.

Each Employer represented by the Council under this Agreement shall execute and deliver a payment bond to each of the funds in Sections 2, 3 and 5 above in the amount of ten thousand (\$10,000.00) and ten thousand (\$10,000) for Section 1, Health and Welfare Fund, for a total of twenty thousand (\$20,000.00) dollars in accordance with a standard form approved by the Trustees of each Fund. A pre-approved irrevocable letter of credit may be accepted in lieu of bond. In the event the contractor has been delinquent in making payments the Trustees may set the bond in a higher amount if they deem such an increase appropriate.

Section 12.

The Council, the Employers represented by the Council under this Agreement and the Union recognize and acknowledge that the regular and prompt payment of those payments required by Section 1, 2, 3, 4, 5 and 6 above and Section 2 of Article 5 above are essential and that it would be extremely

difficult, if not impracticable, to fix the actual expenses and damage to the Funds, to the Union and to the employees which would result from the failure of an Employer to make such payments within the time provided. Therefore, the amount of damage resulting from each and every such failure shall be presumed to be the sum of twenty dollars (\$20.00) per delinquency or 10% of the amount of the payment due, whichever is greater, which amount shall become due and payable as liquidated damages, and not as a penalty, upon the day immediately following the date on which the payment became delinquent and shall be in addition to said delinquent payment. However, when an Employer has been making regular payments for the past two (2) consecutive years without being late, a late period of three (3) business days will be allowed after the Employer involved is informed of his infraction.

Section 13.

At any time upon two (2) work days' notice, in writing, to an Employer, the Union may cause an audit to be made by a Certified Public Accountant of its choice of all books and records of the Employer involved pertaining to the fringe benefits contributions and dues deduction payments required to be made by said Employer pursuant to the provisions of this Article. The Certified Public Accountant shall determine what books and records he needs in making the audit and said Employer shall cooperate to the fullest extent possible with him in making all requested books and records available. The determination of the Certified Public Accountant with respect to the amount of the delinquency, if any, and after approval of Trustees, shall be final and binding upon the Employer involved and the Union.

ARTICLE 15 - SEPARABILITY AND SAVINGS CLAUSE

Section 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 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.

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the Council and the Union shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Council, for purposed of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

In the event that the Council and the Union are not able to agree on a mutually satisfactory replacement, either the Union or the Council may submit the dispute to an impartial arbitrator in accordance with the provisions of Step 4 of Section 2 of Article 13 above and said impartial arbitrator shall determine what the replacement shall be.

ARTICLE 16 -

A FAIR DAY'S WORK FOR A FAIR DAY'S PAY

The parties to this Agreement recognize that it is essential to the future success in the construction industry of the Employers, Union and employees covered by this Agreement that there be continued excellence of craftsmanship and that

there be eight (8) hours work performed for their eight (8) hours pay provided in this Agreement.

Therefore, the Union, on behalf of the employees covered by this Agreement, pledges itself to make every effort to have the work covered by this Agreement performed with the greatest possible skill and ability for the entire work day.

ARTICLE 17- SPECIFIC PROJECT AGREEMENTS

The Council and the Union recognize that the Union has the right to, and may, grant concessions from the provisions of this Agreement on specific projects, prior to the date of bidding on such projects.

(a) The Union agrees that it will not enter into any project agreement with any employer without specific written notification to the Council.

The Employers and the Union also recognize the hardship to the Union and the impracticality of the Union giving notice of such concessions individually to each Employer signatory to this Agreement.

Therefore, the Employers and the Union agree that written notice to the Council of such concessions shall be notice to all Employers signatory to this Agreement and all Employers may check with the Construction Contractors Council, Inc - AGC Labor Division prior to bidding a specific project to determine whether the Union has given concessions on that particular job

ARTICLE 18- INDUSTRY PROMOTIONAL TRUST FUND

Section 1.

In recognition of the need for providing a means where-

by the Council and the Employers represented by the Council under this Agreement can facilitate and supplement the financing of their activities, which include but are not limited to, public relations, public education as applied to the construction industry, educational guidance activities, scholarships, accident prevention, disaster relief and Employer expenses incurred in the promotion of stability of relations between labor and management, the parties hereto agree:

A. Effective May 1, 2004, each Employer who is bound by this Agreement shall pay to the Industry Promotional Trust Fund (hereafter called "the Promotional Fund") a sum equal to three cents (\$.03) per hour for each hour worked by each employee covered by the terms of this Agreement. Said sum shall be paid to the Promotional Fund and shall be accompanied by a report in a form as specified and provided by the Promotional Fund Office. Payments to the Promotional Fund shall be due and payable to the Promotional Fund's office monthly by the twenty-fifth (25th) day of the month succeeding the month for which said sum is payable. Said funds shall be used for the purposes hereinabove stated, including the administrative expenses incurred by the Promotional Fund.

B. The Council and the Employers represented by the Council under this Agreement recognize and acknowledge that the regular and prompt payment of the sums due to the Promotional Fund under this Article is essential to the operation of the Promotional Fund and that it would be extremely difficult, if not impossible, to fix the actual expenses and damage to the Promotional Fund which would result from the failure of an Employer to make such payments within the time provided. Therefore, the amount of damage resulting from each and every failure shall be presumed to be the sum of twenty dollars (\$20.00) per delinquency or 10% of the amount of the payment due, whichever is greater, which amount shall

become due and payable as liquidated damages, and not as a penalty, upon the day immediately following the date on which the payment became delinquent and shall be in addition to said delinquent payment.

Section 2.

The Union shall be under no obligation to strike for the purpose of compelling any Employer to make payments to the Promotional Fund. It is specifically understood that the Union will not be required nor called upon to enforce the collection of the aforementioned payments. Monies collected by the Promotional Fund shall not be used for lobbying or sponsoring any legislation detrimental to the Union nor shall any such monies be pro-rated to any individual Employer during a strike or lockout. In no instance shall any of the foregoing funds be used for advertising or propaganda against the Union.

Section 3.

The establishment, and administration of, the Promotional Fund is subject to all applicable Federal and State laws.

Section 4.

The Union shall furnish to the Council and the Promotional Fund regularly and currently the names of Employers who are bound by his Agreement.

ARTICLE 19- ALCOHOL AND DRUG ABUSE POLICY AND TESTING PROGRAM

The parties to this Agreement are concerned about the use and possible use by employees covered by this Agreement of alcohol and/or controlled substances (as defined under federal

law) in the workplace, as well as outside the workplace in a manner that affects the workplace. The illegal use, sale, possession, concealment, distribution, dispensing, transportation, or manufacture of a controlled substance by any employee covered by this Agreement would be a criminal act. Illegal use of such drugs and abuse of alcohol could also substantially increase the possibility of an employee's creating serious problems at work, including causing an accident.

Alcohol and Drug Abuse Policy

In order to address these concerns, the Union and the Council agree that only people who are completely drug-free, who are not otherwise involved with illegal drugs, and who are not using, under the influence of, or impaired by alcohol while at work should be employed and covered by this Agreement. As a result, the Union and the Council agree that the following conduct is expressly prohibited by an employee covered by this Agreement:

The use, sale, possession, concealment, distribution, dispensing, transportation, or manufacture of any controlled substance outside of the workplace (except that drugs prescribed by a licensed physician may be taken in the prescribed or authorized dosage, so long as the dosage is consistent with the safe performance of the employee's duties and the employee's work performance is not affected); and

The use, sale, possession, concealment, distribution, dispensing or transportation of any alcoholic beverage at the workplace at any time; and

The use or possession of any alcoholic beverage outside of the workplace, while on any break from work during the work day; and

The use of any alcoholic beverage outside of the work-

place at any time if the employee shows any physical signs of being impaired while at work.

For purposes of this Policy and the accompanying Testing Program, the workplace includes any jobsite on which an employee covered by this Agreement is working, the parking lots adjacent to and surrounding any such jobsite on which employee and/or Employer vehicles are parked, any Employer vehicle, and any personal vehicle in which the employee may be driving or riding in connection with his/her work.

Alcohol and Drug Abuse Testing Program

I. Introduction

This Alcohol and Drug Abuse Testing Program is being adopted and implemented for all employees covered by this Agreement, in order to enforce the Agreement's Alcohol and Drug Abuse Policy.

II. Testing Employees

A. When Employees May Be Tested

Any employee covered by this Agreement may be required to submit to random drug and alcohol testing, at unannounced times. In addition, employees covered by this Agreement may be required to submit to drug and alcohol testing in any of the following instances:

When an employee is suspected of having taken an illegal drug.

When an employee is suspected of being under the influence of, or impaired by alcohol.

When an employee is suspected of having otherwise violated the Alcohol and Drug Abuse Policy, for example, using

alcohol in the workplace or using it outside of the workplace while on any break from work during the work day.

When an employee has been involved in an accident at work, that is, in the workplace (as defined in the Alcohol and Drug Abuse Policy) or during working hours.

As part of the test procedure, the employee will be required to sign a consent and release form. Refusal of an employee to sign the form or otherwise to cooperate and submit to testing will result in his/her immediate discharge.

B. Testing

Each Employer represented by the Council under this Agreement has appointed persons to control and direct the collection and submission of urine samples. A positive result from urinalysis means that an intoxicant was present in urine; a negative result means that an intoxicant was not present. With respect to alcohol testing, an Employer may use a breathalyzer to detect impairment. Appropriate procedures have been established to maintain a strict chain of custody and to maintain confidentiality of test results. More information concerning these procedures can be obtained from each employee's supervisor.

C. Retaining Information About Testing and Test Results

Only those members of management and supervision of the Employer of an affected employee who have a need to know will be informed of the fact that an employee covered by this Agreement is being required to submit to drug and/or alcohol testing and the results of any such tests. This includes situations in which disciplinary or other action is to be taken with respect to an employee because of positive test results. Information concerning testing and the results will be maintained separately from each employee's personnel file,

although the reason for discipline or discharge will be included in the file

D. Test Results Are Positive

Any employee whose:

Drug test results are positive;

Whose alcohol test results reveal a sufficient level of alcohol so as to enable the Employer of the employee to conclude that the employee was under the influence of, or impaired by alcohol; or

Whose alcohol test results reveal that the employee has otherwise violated the Alcohol and Drug Abuse Policy, for example, using alcohol in the workplace or using it outside of the workplace while on any break from work during the work day will be immediately suspended without pay, pending further action.

An employee who disputed the results of the test may request further testing. The original sample will then be re-tested and the employee may be required to submit to additional tests. If, as a result of such re-testing, all re-test results are negative, the employee will be re-instated with back pay.

If test results are ultimately determined to be positive, the suspension will be converted to a discharge (except as may otherwise be provided by law with respect to alcohol test results). No wages or benefits will be paid during the period of this suspension, except as required by law.

E. Use of Prescription Drugs

The Drug and Alcohol Abuse policy's prohibition against the use or possession of a controlled substance does not apply, if:

The controlled substance is prescribed or authorized for the employee using or possessing it by a licensed physician;

The controlled substance is used by the employee at the prescribed or authorized dosage level;

Such level is consistent with the safe performance of the employee's duties; and

The employee is not impaired in any way by the controlled substance.

F. Voluntary Submission to an Alcohol or Drug Abuse Treatment Program

Any employee covered by this Agreement, who has neither been disciplined for a violation of the Alcohol and Drug Abuse Policy nor ever been directed to submit to alcohol and/or drug testing other than on the basis of random selection for such testing, may come forth voluntarily to seek help in obtaining assistance for an alcohol or drug abuse problem, provided that he/she does so before being informed that he/she must take an alcohol and/or drug test pursuant to this Testing Program and before being involved in any workplace accident. In that situation, the employee's Employer will attempt to refer the employee to appropriate medical treatment and counseling. An employee requesting such voluntary rehabilitation is still subject to the terms of the Alcohol and Drug Abuse Policy and of this Testing Program. No suspension, however, will be imposed on such employee because of such abuse, and he/she may continue employment provided:

The employees' Employer is regularly informed of the employee's progress in the rehabilitation program, and

The employee successfully completes the program within a reasonable period of time.

III. Testing Applicants

Nothing contained in this Program is intended to limit the ability of any Employer bound by this Agreement to require applicants for employment to submit to drug and alcohol abuse testing.

IV. Indemnification

In addition, the Employer involved agrees to indemnify and hold harmless the Union from any liability resulting from a drug test administered by the Employer involved

V. Payment

All costs associated with this program are to be paid for by the Employer involved.

ARTICLE 20 - DURATION OF AGREEMENT; JOINT COMMITTEE OF LABOR AND MANAGEMENT FOR INDUSTRY PROBLEMS

Section 1.

This Agreement shall be in full force and effect from May 1, 2004, to and including April 30, 2007, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or modify this Agreement is served by either party upon the other at least sixty (60) days prior to April 30, 2007, or any subsequent anniversary date thereafter.

Section 2.

Such notice shall be deemed to have been given when properly addressed to the Council or the Union and sent certified mail, return receipt requested.

Section 3.

A joint committee of labor and management will meet on call, preferably once a month, to attempt to find solutions to industry problems.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

APPENDIX I
CONSTRUCTION CONTRACTORS
COUNCIL, INC. - AGC LABOR
DIVISION

1901 Pennsylvania Avenue, N.W.
Suite #804
Washington, D.C. 20006
Telephone: 202-530-1188
Fax: 202-530-1191

AEC Services, Inc.
Alumna Systems USA, Inc.
Associated Builders, Inc.
G. Bailey Co., Inc.
Branmore Construction
Brunswick Woodworking
Buch Construction
Carlson Construction
Ceco Concrete Construction
Chesapeake Elevator Interiors, Inc.
Clevenger Contracting
Corning Construction
D&M General Contracting
DPR Construction
James G. Davis Construction
Diva Consulting, Inc.
Drake Inc.
Essex Construction
FEMCO
GCM Associates, Inc.
GT Construction, Inc.
Grunley Construction

Grunley-Walsh Joint Venture
John H. Hampshire
Helix Construction Services, Inc.
Humphrey Rich Construction Group, Inc.
KBR Construction
Kimball Corporation
J. S. Lafoon Company, Inc.
The Lenkin Company
Michaux, Inc.
Nicholson Construction
Norair Engineering Association
Patella Woodworking
Rand Construction Corporation
Regency Commercial Construction
Revis Engineering, Inc.
Stancliff & McKeown
Stevenson Group Contracting
Sumner Carpentry
R. M. Thornton
Tuckman-Barbee Construction
Universal Laboratory Installations
William V. Walsh
The Washington Woodworking Co.

CONSTRUCTION CONTRACTORS COUNCIL, INC.
AGC LABOR DIVISION

By: Kenneth Grunley Chairman

Cherie Pleasant Executive Director

THE MID-ATLANTIC REGIONAL COUNCIL
OF CARPENTERS

By: William Halbert EST/CHAIRMAN

DENNIS MEYERS DISTRICT MANAGER

CARPENTER AGREEMENT

CONDENSED VERSION OF HOURLY PAY AND HOURLY FRINGE BENEFITS SCALE

The following condensed version of the hourly pay scale and hourly fringe benefit contribution is intended only as a convenience to the Employer. It is not intended to supersede any provision of the Agreement or to release any Employer from any requirement of the Agreement. In the event of any conflict between what is set forth below and the provisions of the Agreement, the provisions of the Agreement shall prevail.

Year	Month	Journeyman Carpenter Rate	Apprentice Contribution	Health Contribution	Pension Contribution	Annuity Contribution	U.B.C. Appr. Safety & Promo. Fund	Local Industry Promotion Fund	Total Wage Package
2004	May 1	\$22.50	\$0.19	\$2.75	\$1.35	\$0.50	\$0.04	\$0.03	\$27.36
2005	May 1	\$22.89	\$0.25	\$3.00	\$1.45	\$0.65	\$0.04	\$0.03	\$28.31
2006	May 1	\$23.37	\$0.25	\$3.25	\$1.50	\$0.75	\$0.06	\$0.03	\$29.21

FOREMEN Minimum of \$1.50 over Journeyman rate.

GENERAL FOREMEN Minimum of \$3.00 over Journeyman rate.

Travel Time: \$3.00 per day on all Power Houses 25 miles over the District of Columbia line.

DEDUCTION FROM WAGES: The amounts required to be deducted from wages and remitted to the Union as set forth in Section 2 of Article V.

Journeyman - Dues check-off is 3.5% of gross wages.

Apprentice - Dues check-off is 3.5% of gross wages.