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AGREEMENT

between the

**GENERAL BUILDING
CONTRACTORS ASSOCIATION,
INCORPORATED**

and the

**CONCRETE CONTRACTORS
ASSOCIATION**

and the

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

**EFFECTIVE MAY 1, 2006
THROUGH APRIL 30, 2009**





**METROPOLITAN REGIONAL COUNCIL
OF PHILADELPHIA AND VICINITY**

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

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**GENERAL BUILDING CONTRACTORS
ASSOCIATION
and
CONCRETE CONTRACTORS ASSOCIATION**

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INDEX

	<u>Page</u>
Article 1	Term of Agreement..... 1
Article 2	Employees and Employers Covered by this Agreement 3
Article 3	Working Hours and Holidays..... 6
Article 4	Wage Rates 7
Article 5	Apprentices 10
Article 6	Shift Work 15
Article 7	Out of Town Employment 17
Article 8	Reporting for Work 17
Article 9	Tools: Storage - Loss 18
Article 10	Jurisdiction 20
Article 11	Working Rules 20
Article 12	Subcontracting of Job-Site Work 20
Article 13	Sanitation 21
Article 14	Disputes 21
Article 15	Council Business Representatives ...25
Article 16	Health and Welfare Fund; Industry Advancement Program 25
Article 17	Pension and Annuity Plan and Excess Benefit Fund 27
Article 18	Work Dues and Jobs Recovery Dues Check-Offs and Union Security . 29
Article 19	Delinquency and Collection Procedure 32
Article 20	Surveying and Lay-Out Work 42
Article 21	Legality 46
Article 22	Political Action Committee Check-Off 46
Article 23	Most Favored Nation Clause 47
Article 24	Pre-Job Conference..... 48
Article 25	Labor Saving Machinery 48
Article 26	Pre-Fit Doors 48

Article 27	Drug Testing Policy	49
Article 28	National Apprenticeship, Health, Safety, Education and Development Fund	55
Article 29	Carpenters Savings Fund	56
Schedule "A"	Active Members of GBCA	58
Schedule "B"	Standards of Apprenticeship	59
Schedule "C"	Working Rules	60
Schedule "D"	Apprentice Wage Rates	64
Schedule "E"	H&W Memorandum of Understanding	67
Schedule "F"	IAP Memorandum of Understanding	68
Exhibit "G"	Wage and Fringe Rates, & Check-Offs	69
Exhibit "H"	Concrete Work Jurisdiction.....	71
Exhibit "I"	Acceptance of Agreement.....	73

ARTICLES OF AGREEMENT

This Agreement by and between THE GENERAL BUILDING CONTRACTORS ASSOCIATION, INCORPORATED (hereinafter referred to as the "Association"), and the Concrete Contractors Association, acting for and on behalf of itself and, pursuant to authority duly granted, for and on behalf of each of its present and future members (individually hereinafter referred to as "Contractor" or "Employer") and THE METROPOLITAN REGIONAL COUNCIL OF PHILADELPHIA AND VICINITY of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, (hereinafter referred to as the "Council" or the "Union"), acting for and on behalf of itself and of all the Local Unions of the United Brotherhood of Carpenters and Joiners of America, located and having jurisdiction in the Counties of Philadelphia, Delaware, Montgomery, Chester, Bucks, Lehigh, Northampton and Carbon in the Commonwealth of Pennsylvania; the Counties of New Castle, Kent and Sussex in the State of Delaware; and in northern Cecil County and the counties of Kent, Queen Annes, Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland and of their present and future members, and of other employees (as hereinafter defined) of the Employer.

WITNESSETH:

ARTICLE I

Term of Agreement

(a) This Agreement shall be binding upon both

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

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

ARTICLE 2**Employees and Employers Covered
by this Agreement**

(a) This Agreement shall apply to all persons, whether Journeymen, Apprentices or Foremen, who perform any work within the jurisdiction of the Council and of the United Brotherhood of Carpenters and Joiners of America, including but not limited to carpentry work, lay-out work, millwright work, wharf and dock building work, pile-driving work, hardwood floor laying work or lathing on any project or job on which an Employer holds a contract, (which persons are hereinafter referred to as "Journeymen Carpenters" or "employees"); provided, however, that when an Employer employs an employee upon wharf and dock building work or upon pile-driving work, the terms and conditions of employment under which such work shall be performed shall be those set forth in the then effective collective bargaining agreement between Wharf and Dock Builders' Local Union #454 and the Wharf and Dock Builders' Association of Philadelphia, and Vicinity, or when an Employer employs an employee upon millwright work, the terms and conditions of employment under which such work shall be performed shall be those set forth in the then effective collective bargaining agreement between Millwright and Machinery Erectors Local #1906 and the Philadelphia and Vicinity Millwright Contractors Association.

(b) No employee, or applicant for employment shall be discriminated against by reason of race, religion, color, sex, age or national origin and the

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

(c) This Agreement shall apply to the Employers listed in Schedule "A", attached hereto and hereby made part of this Agreement, and to such other Contractors or Employers as during the life of this Agreement become members of the Association. The Association hereby represents that each of the Employers so listed is a member of the Association and that the Association is executing this Agreement on behalf of each such Employer pursuant to authority duly granted by each such Employer. The Association will advise the Council immediately of the admission of any new member to the Association; of the withdrawal, suspension, or expulsion of any Employer from the Association; and of the termination by other means of any Employer's membership in the Association.

(d) Subject to the provisions of Article 7 hereof and to the provisions of Article 16, Section 3 (b) (8) (B) (as contained in the Memorandum of Understanding attached as Schedule "E") relating to reciprocal agreements, this Agreement shall apply only to work within the Counties of Philadelphia, Delaware, Bucks, Montgomery, Chester, Lehigh, Northampton and Carbon in the Commonwealth of Pennsylvania; the Counties of New Castle, Kent and Sussex in the State of Delaware; and in northern Cecil County and the counties of Kent, Queen Annes, Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland and of their present and future members,

and of other employees (as hereinafter defined) of the Employer.

(e) Notwithstanding any other provision of this Agreement to the contrary, in the event that an Employer bound hereby shall perform work within the meaning of this contract within Lehigh County, Northampton County and Carbon County, then all such work shall be performed in accordance with all terms and conditions of the Collective Bargaining Agreement then in effect between Carpenters Local Union #600 and the Lehigh Valley Contractors Association, Inc. If an Employer performs such work within the Counties of New Castle, Kent and Sussex in the State of Delaware or in the Counties of northern Cecil County and the counties of Kent, Queen Annes, Talbot, Caroline, Dorchester, Wicomico, Somerset and Worcester in the State of Maryland then all such work shall be performed in accordance with the terms and conditions of the Collective Bargaining Agreement then in effect between Carpenters Local Union 626 and the Delaware Contractors Association.

(f) To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows:

If the contractor performs on-site construction work of the type covered by this Agreement, under its own name or the name of another as a corporation, company, partnership, or other business entity including a joint venture, where the contractor through its officers, directors,

partners or owners exercises directly or indirectly management control, the terms of this Agreement shall be applicable to all such work.

ARTICLE 3

Working Hours and Holidays

(a) The regular or normal work week shall consist of forty (40) hours, and regular or normal hours and days of work shall be eight (8) hours, interrupted by a mandatory meal period of one-half (1/2) hour, time to be made between 7:00 A.M. and 5:30 P.M., Monday through Friday, both inclusive. When more than one employer on the same project employs carpenters, the starting time for all employees shall be uniform. Non-uniform starting times may be allowed on a particular job site by mutual agreement between the Union and the Employer. Disputes over failure to reach a mutual agreement will be subject to the grievance procedure.

(b) Unless the Council or the Business Representative of the Council for the area in which the work is being performed has given to the Employer permission for such work, no work shall be performed on Labor Day, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas, nor on any Saturday or Sunday, nor shall any overtime or extra shift work be performed.

(c) When a permit is granted for overtime work, employees engaged in such work shall be paid at time and one-half the rates specified in Article 4, Sections (a) and (b), and Article 6, Section (b), of this Agreement, except that work performed on

Sunday and Holidays shall be paid at the rate of double time.

Overtime work means (1) work on a day shift before the regular hour for beginning or after the regular hour for the ending of such day shift; (2) work on an extra shift before the regular hour for beginning or after the regular hour for the ending of such shift; (3) work on any shift in excess of eight (8) hours; (4) work on a Saturday or on a Sunday; and (5) work on one of the holidays mentioned in Section (b) of this Article.

(d) No work shall be performed on Labor Day, and no permit shall be granted for work on Labor Day.

ARTICLE 4

Wage Rates

(a) The "straight time" wage rates for regular day shift hours for Journeymen-Carpenters shall be as follows:

Philádelphia County

May 1, 2006 through April 30, 2007 - \$33.75

May 1, 2007 through April 30, 2008 - \$3.30 per hour increase to be divided between Wages and Fringes.

May 1, 2008 through April 30, 2009 - \$3.35 per hour increase to be divided between Wages and Fringes

Bucks, Chester, Delaware, Montgomery Counties

May 1, 2006 through April 30, 2007 - \$32.65

May 1, 2007 through April 30, 2008 - \$2.65 per hour increase to be divided between Wages and Fringes.

May 1, 2008 through April 30, 2009 - \$2.65 per hour increase to be divided between Wages and Fringes

A Wage and Fringe Schedule and Check-Off information is included in this Agreement Booklet as Exhibit "G".

The "straight time" wage rates for regular day shift hours for Apprentices shall be set forth in Schedule "D" attached hereto and by this reference made part hereof.

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

On hazardous waste removal work, on a state or federally designated hazardous waste site, where the Carpenter is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Carpenter shall receive the hourly wage plus an additional twenty percent (20%) of that wage.

(c) The minimum "straight time" rate of pay for

regular day shift hours for Foremen shall be not less than fifteen percent (15 %) above the Journeymen Carpenters' wage rate.

(d) All Foreman of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America in this Council.

(e) All employees shall be paid weekly, before quitting time and on the job site in cash; provided, however, that payments may be made by check in any case where an Employer posts a bond or cash in an amount sufficient to cover its payroll or the Council waives such bonding requirement in writing where it is satisfied concerning the financial responsibility of the Employer. The Employer shall have the option of withholding no more than three (3) days' pay. When an employee is required to wait after quitting time for his pay, he shall be paid four hours pay for the initial designated pay day and eight hours additional for each additional day he is required to wait (including four hours pay for Saturdays, Sundays and holidays). Employees shall not be required to work until all wages are paid in full.

The foregoing provisions of this subparagraph (e) shall apply except where the Employer proves that due to an Act of God, robbery or an accident, it was not possible to comply with said provisions.

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

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

(1). A portion of the wages provided herein shall thereafter be paid to the fringe benefit funds provided in Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund), Article 17 (Pension and Annuity Funds), Article 28 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund) and Article 29 (Carpenters Savings Fund) as if fully set forth in that Article; or

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

ARTICLE 5

Apprentices

(a) Each Employer shall, on or before the tenth day following the end of each payroll week, pay to Mellon Bank, or to such other corporate fiduciary as shall be from time to time mutually agreed upon by the Association and Council (any of which is hereinafter referred to as the "Depository" or "Trustee"), an amount determined by the Joint Apprentice Committee Financial Sub-Committee as specified in this Article for each hour (whether

regular time or overtime) for which wages or any type of compensation payable under this Agreement, are payable during such calendar month to any employee, as the term employee is defined in Article 2 hereof. Each such hour is hereinafter referred to as an "hour worked."

The amount of the Employer Contribution required to conduct the operation of the Carpenters' Joint Apprenticeship Committee shall be determined unanimously by the Joint Apprentice Committee Financial Sub-Committee.

The Financial Sub-Committee shall be composed of two (2) representatives appointed by the Metropolitan Regional Council and two (2) representatives appointed by the General Building Contractors Association, Inc.

On or before January 1, of each year the Financial Sub-Committee shall determine the cents-per-hour employer contribution required for the expenses of the Apprentice Program.

Should the Sub-Committee agree to increase the contribution to the J.A.C., it shall become effective May 1 of that year.

The collection procedures for the above-noted contributions shall be in accordance with the procedures outlined in Article 19; and for delinquent payments shall include, in addition to the payment of the principal sums due and owing, the payment of ten percent (10%) in liquidated damages, interest calculated in accordance with ERISA, all costs of suit (including reimbursement

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

(b) All Employers shall participate in the apprenticeship training program and shall employ apprentices as directed by the Carpenters Joint Apprenticeship Committee of Philadelphia and Vicinity (hereinafter in this Article referred to as the "Committee"). The Committee shall consist of an equal number of members designated from time to time by the Association and by the Council, respectively, and with the right of the Council and of the Association, respectively, to supplant any or all of the members theretofore designated by either of them.

(c) The employment of Apprentices shall be in accordance with the terms and conditions of the Standards of Apprenticeship, heretofore, adopted, and as amended by the aforesaid Committee, and in accordance with the rules and regulations governing apprentices and their tools as set forth and provided therein. A true and correct copy of said Standards of Apprenticeship, marked Schedule "B", is attached hereto and made part hereof. It is further agreed as follows:

In the event of the inability of the Committee within sixty (60) days after any subject is brought before it (other than a proposal for the conduct of an additional program or programs as mentioned in Section (e) hereof) to obtain a majority vote for or against such subject, the matter shall upon written request of any three members of the Committee designated by the Association or any three members

of the Committee designated by the Council, be submitted to an arbitrator selected in the manner provided for in Article 14 of this Agreement.

(d) It is further agreed that:

(i) All apprentices shall attend day school classes as part of their apprentice training, and shall receive an educational grant from the Joint Apprenticeship Committee while attending day school classes supervised by the Committee.

(ii) The Committee shall employ a full-time Director of the Apprenticeship Program.

(e) The Carpenters' Joint Apprenticeship Committee will, out of the Carpenters' Joint Apprenticeship Training Fund, pay the costs, incurred or to be incurred, for the following activities and purposes:

(i) Such activities as the Committee is presently conducting, such as, supplying tools and books used by apprentices, paying instructors' bonuses, the salary of stenographers, printing, office supplies, materials used in special projects, postage, graduation dinner expenses; and items in the nature of the foregoing.

(ii) Salary and expenses of the Director of the apprenticeship program.

(iii) Conducting additional programs which it may from time to time adopt only in the following manner: A proposal for the conduct of such additional program or programs must first be

introduced at a regular or special meeting of the Committee, and said Committee shall then fix a day not less than thirty days after such meeting for the purpose of having the Committee meet and act upon said proposal or proposals. At the regular or special meeting of the Committee held on the date so fixed for the purpose, among others, of considering said proposal or proposals, it shall require a majority vote of the members of the Committee in order to adopt such proposal. In the event of failure to obtain a majority vote or in the event that the vote shall be a tie, the proposal or proposals shall be deemed to be rejected.

(f) It is hereby confirmed that the authority of the Committee includes the authority to amend the Standards of Apprenticeship to include or to adopt a rule or regulation, which when adopted shall be binding upon the Employer. Any Employer required to make contributions as provided for in Section (a) of this Article shall transmit his contributions to the corporate fiduciary selected by the Committee; the security to be furnished under the provisions of Article 19 shall also serve as security to guarantee the payments of said contributions; and the provisions of Article 19 concerning the time for making, and the reporting of payments shall also be applicable to said contributions.

(g) For the purpose of carrying out the provisions of this Article 5, a trust to be known as Carpenters' Joint Apprenticeship Training Fund of Philadelphia and Vicinity, which is incorporated herein by reference thereto, to be administered by members of the Carpenters' Joint Apprenticeship Committee of Philadelphia and Vicinity was established under

date of May 1, 1969, for the purpose of receiving, administering and disbursing the monies to be received as provided for in Section (a) of this Article.

ARTICLE 6

Shift Work

(a) The period of work or shift whose regular hours fall completely between the hours of 7:00 A.M. and 5:30 P.M. shall be known as the day shift, and a period of work or shift whose regular hours embrace any portion of the period between the ending of the day shift of one day and the beginning of the next succeeding day shift shall be known as an extra shift. When the Employer requires an extra shift or shifts, he shall apply to the Council's office or to the Business Representative of the Council for the area in which the job is located, for the permission to institute such extra shift or shifts.

(b) The rate of pay for work on an extra shift for the first five (5) days of the regular work week as above specified, (hereinafter referred to as the "extra shift rate") shall be ten percent (10 %) above the rates specified in Article 4, Sections (a), (b), (c) and Schedule "D" of this Agreement. It is understood that where, in accordance with the provisions of Section (b) of Article 3, an extra shift has been established which begins after the day shift, only the extra shift rate need be paid for the first eight (8) hours of work on such shift on a Friday, despite the fact that such eight (8) hours will end after Midnight on Friday; work on such shift after midnight of the day preceding a holiday

shall, however, be paid for at twice the extra shift rate.

(c) An employee working on an extra shift shall be paid eight (8) hours' pay at the extra shift rate, if he works less than eight (8) hours but more than four (4) hours; if the employee works four (4) hours or less, he shall be paid for four (4) hours at double the extra shift rate.

(d) No extra shift shall be worked at the extra shift rate unless a day shift is working; where no day shift is working, all extra shift work shall be paid for at double the rates specified in Article 4, Sections (a), (b), (c) and Schedule "D" of this Agreement. However, if certain work cannot be performed during the day due to the particular circumstances of a specific project, and a day shift cannot be worked, then a night shift for such work can be used and will be paid at 15 % above the straight time wage rate.

(e) Notwithstanding the provisions of Section (c) of this Article 6, if work on an extra shift is stopped due to weather conditions of such inclemency as to make it impossible for work to continue, the employees on such extra shift shall be paid for only the time worked and at the extra shift rate.

(f) All overtime shift hours worked any day Monday thru Friday, and all shift hours worked on Saturday, shall be paid at the rate of time and one-half the extra shift rate.

All work performed on Sundays and Holidays on an extra shift shall be performed at double the

extra shift rate as described in this Agreement.

ARTICLE 7

Out of Town Employment

(a) When an employee is sent to work outside of the geographic area described in Article 2 (d) of this Agreement, and such employee is required to stay overnight, the Employer shall pay for his expenses, board and lodging.

(b) Millmen sent outside of the mill to work shall, while engaged in such work, be paid at the rates set forth in this Agreement and shall be governed by all of the other terms of this Agreement.

ARTICLE 8

Reporting for Work

(a) When initially employed on a job, an employee shall receive not less than four (4) hours' pay at the proper rate.

(b) Employees who have been told by the Employer or his representative to report for work on a day shift and who report on the job ready for work, but are not put to work or are permitted to work less than two (2) hours, shall receive two (2) hours' pay at the proper rate, unless the failure of the Employer to put the employee to work or to keep him at work for at least two (2) hours is caused by weather of such inclemency as to make it impossible for the employee to begin work or to remain at work.

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

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

ARTICLE 9

Tools: Storage - Loss

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

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

The Employer shall reimburse each employee for any of his tools or clothing which are destroyed

on the project site by fire or other act of God, or which, while the project is not operating are lost, stolen, destroyed or damaged on the project site, or the Employer may, at its option, replace such tools with the same make and model tools, or equal; provided that if the Employer has complied with the provisions of Section (a) above, he shall be liable for such loss or injury only if it occurs when such tools or clothing are in the place designated by the Employer for storage; and provided further, that the Employer liability shall be limited to not more than \$700.00 for any single loss or injury to tools, and not to more then \$200.00 for any single loss or injury to clothing; provided further that after the employee has supplied the tool list described herein, this limitation of liability shall not apply, and the employee shall receive reimbursement for or replacement of all listed tools.

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

(c) Each employee shall, if so requested by the Employer upon reporting to the job, furnish the Employer a list of his tools. A written request from the Association for such lists, covering all the jobs of its members, shall be recognized by the Council as the equivalent of such request from each individual Employer who is a member of the Association.

ARTICLE 10**Jurisdiction**

The Employer shall recognize the jurisdiction of the Union including but not limited to Carpentry, Millwrighting, Wharf and Dockbuilding, Floorlaying (as per Local Union 1823 agreement) and Lathing.

ARTICLE 11**Working Rules**

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

In addition, it is agreed and understood that if any employee ceases or refuses to work with a non-union employee, or chooses to comply with the provisions of Working Rule 17, such action shall not be deemed a violation of this Agreement and no employee shall be disciplined or discharged by reason of such action.

ARTICLE 12**Subcontracting of Job-Site Work**

The Employer agrees that he will not subcontract any work which is covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable, except to a contractor bound by the terms of this Agreement.

ARTICLE 13**Sanitation**

Sanitary conditions shall be maintained on all Jobs. If the Union feels that an Employer's sanitary facilities are inadequate or improper, the Union will call the Association, which will look into the matter immediately for appropriate action.

ARTICLE 14**Disputes**

(a) Subject to the Working Rules set forth in Schedule "C" attached hereto and made part hereof, and except as specifically otherwise provided in Article 19 hereof, the following shall be the procedure to be followed with respect to all disputes of any nature whatsoever which may arise between the parties hereto or their individual members.

(i) If the dispute affects or arises on a particular job or operation, an attempt shall be made to settle it by discussion between the Foreman and/or the Superintendent on the job or operation, on the one hand, and the Steward on the job or operation and/or the Council's Business Representative for the area in which the job or operation is located, on the other hand.

(ii) If the discussion provided for in paragraph (i) above is not held, or if it does not result in a prompt settlement of the dispute, an attempt shall be made to settle the dispute by discussion between the Contractor and/or the Superintendent on the job or operation, on the one hand, and the

Council's Executive Secretary-Treasurer and/or the Business Representative aforesaid, on the other hand.

(iii) If the discussion provided for in paragraph (ii) above does not result in a prompt settlement of the dispute, or the dispute affects or involves more than one job or operation, an attempt shall be made to settle the dispute by discussion between the Executive Secretary-Treasurer of the Council, on the one hand, and the Executive Director of the Association, or his designee, on the other hand. If such discussion does not result in a prompt settlement of this dispute and either the Council or the Contractor involved in the dispute desires further action respecting such dispute, such further action shall be arbitration in the manner hereinafter set forth. Should the Council or of the Contractor involved in the dispute desire further action in the dispute, the Council or the Contractor involved in the dispute, as the case may be, shall have the right to decide whether such further action shall be taken, and such further action, also, shall be to refer the matter to arbitration in the manner hereinafter provided.

(iv) The Council or the Contractor involved in the dispute, whichever decides that there shall be further action on the dispute, shall notify the other in writing by registered mail of its intention to submit the dispute to arbitration and shall, simultaneously, file with the American Arbitration Association a written demand for arbitration of said dispute, whereupon an arbitrator shall be appointed in accordance with the then prevailing rules of the Labor Arbitration Tribunal of said

American Arbitration Association, except that if the parties hereto fail to agree upon any persons named in the first list sub named in said list decline or are unable to act, and if for any reason the appointment cannot be made from such first submitted list, said Association shall send a second list of names of persons chosen from the Association's Panels, and thereafter proceed in accordance with its rules aforesaid. The arbitrator thus appointed shall hold hearings as promptly as possible and shall render his award in writing and such award shall be final and binding upon the Council and the Contractor involved in the dispute and upon their respective principals or members. The arbitrators' fees and expenses and the fees of the American Arbitration Association shall be shared equally by the Contractor involved in the dispute and the Council. Notwithstanding the above, if the Arbitrator sustains the grievance and determines that the Respondent's conduct in violation of the Agreement or in opposition to the arbitration constituted an act of bad faith, or if the Arbitrator denies the grievance and determines that the prosecution of the grievance constituted an act of bad faith, the Arbitrator may, in its discretion, award to the prevailing party all or a portion of its attorneys fees and direct arbitration expenses. Furthermore, should the Arbitrator direct a financial remedy, such remedy shall commence to run from the date the Arbitration is filed and shall bear an interest rate from that date to the date of payment equal to six percent per year, compounded monthly from the date the Arbitration is filed to the date that payment is made.

(b) Subject to the Working Rules set forth in

Schedule "C" attached hereto and made part hereof, work will not be stopped under any conditions unless by permission of the arbitrator.

(c) Anything to the contrary hereinbefore contained notwithstanding, the Council may elect not to follow the procedure for settlement of disputes set forth in Sections (a) and (b) of this Article 14 in respect of claims or disputes arising out of alleged failure by an Employer or other employer to comply with any of the provisions of Article 16 hereof, or Article 17 hereof, or of Section (a) of Article 5 hereof or Articles 18, 19, 22, 28 and 29.

(d) Irrespective of whether the Council exercises the election granted to it by Section (c) of this Article 14, the Council may, in the event of a claim or dispute such as mentioned in said Section (c), treat as a breach of this Agreement the alleged failure by an Employer to comply with any of the provisions of Article 16 hereof, or of Article 17 hereof, or of Section (a) of Article 5 hereof, or of Articles 18, 19, 22, 28 and 29 hereof, and instead, by reason of such failure, persuades or directs employees covered by this Agreement not to accept employment by, or to cease rendering any further service to such Employer, then the delinquent Employer or other delinquent employers shall be obligated to pay the wages and the fringe benefit contribution of such employee or employees who cease to render any further service to, or refuse to accept employment by, such delinquent Employer, until such time as the delinquent reports and/or payments, if due, have been made. In no event shall such wages or fringe benefit contributions be paid to those employees who were not employed at the time of

such refusal to render further service or refusal to accept employment. Such persuasion or direction by the Council to the employees, and the cessation of work, or the refusal to accept employment, by the employees shall not be deemed to be a violation of Section (b) of this Article 14.

ARTICLE 15

Council Business Representatives

Business Representatives of the Council shall have access to any and all jobs where employees to whom this Agreement is applicable are working.

ARTICLE 16

Health and Welfare Fund; Industry Advancement Program

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

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

worked are:

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

(b) May 1, 2007 to April 30, 2008 - To be determined

(c) May 1, 2008 to April 30, 2009 - To be determined

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

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

Section 4. The Industry Advancement Program

shall be established and maintained pursuant to a memorandum of understanding attached hereto and incorporated herein as "Schedule F." The IAP payment rate is \$.30 per hour worked.

ARTICLE 17

Pension and Annuity Plan and Excess Benefit Fund

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

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

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

(a) \$7.79 per hour worked for the period May 1, 2006 to April 30, 2007;

(b) May 1, 2007 to April 30, 2008 - To be determined

(c) May 1, 2008 to April 30, 2009 - To be determined

Section 3. (A). A trust to be known as "Carpenters Pension and Annuity Fund of Philadelphia and Vicinity" (referred to hereinafter as the "Pension Fund") shall be established and maintained for the purpose of providing (out of the monies paid into said Fund and out of the income from the investment of said monies) such program of pension or annuity benefits for the sole and exclusive benefit of employees and other "Participants" mentioned in the Agreement and Declaration of Trust hereinafter mentioned, as the Council may from time to time determine in conformity with limitations contained in said Agreement and Declaration of Trust.

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

ARTICLE 18**Work Dues and Jobs Recovery Dues
Check-Offs and Union Security****Section 1 – Work Dues and Job Recovery Dues**

Each Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for such deductions, work dues check-offs in the amounts as certified by the Council and delivered to the Employer as being due and owing.

In addition to the work dues, the Employer shall also deduct from the wages of each Employee covered by this Agreement, a sum as certified by the Council for each hour worked under this Agreement as Jobs Recovery Dues. Said dues shall be remitted to the Council simultaneously with, and in the same manner as, the dues otherwise described in this Article and shall be subject to the provisions of this Agreement dealing with the delinquent payment of monies, including dues payable to the Council, by the Employer.

Section 2 – Work Dues and Job Recovery Dues

Each such Employer shall, within ten days after the end of each Payroll Week, transmit to the Depository, as provided in Article 16, Section 1 hereof, amounts deducted during such Payroll Week pursuant to Section 1 of this Article 18, together with the Employer's report of said deductions, which report shall be on the same form as is used

by the Employer for reporting payments due by the Employer as contributions made pursuant to Articles 5,16,17, 22, 28 and 29 hereof. The collection procedures for the work dues check-offs provided above shall be in accordance with the procedures outlined in Article 19; and for delinquent payments shall include, in addition to principal sums due and owing, ten percent (10%) liquidated damages, interest calculated in accordance with ERISA, all costs of suits (including reimbursement for Fund administrative time) and attorneys' fees and costs, regardless of whether suit or other formal proceedings are instituted.

Section 3 – Union Security

Any employee who loses his good standing in his Local Union by reason of his failure to tender to the Local Union periodic membership dues and/or initiation fees uniformly required, or who is in arrears in the payment of Work Dues to the Council, shall upon written notice to that effect from the Council to the Employer, be discharged.

Section 4 – Union Security

Each employee who, on the date of the execution of this Agreement, is a member of the Council or of any Local Union on whose behalf the Council is entering into this Agreement, shall, as a condition of employment, remain a member in good standing of the Council and of such Local Union for the life of this Agreement, irrespective of the Employer by whom he may be employed at any time during such period; any employee who, at the time of the execution of this Agreement, is not a member of the

Council or of any such Local Union and any person or employee who is hired by any Employer and to whom this Agreement for the first time becomes applicable after the date of the execution of this Agreement, shall, as a condition of employment, not later than the eighth (8th) day following his hiring, or the eighth (8th) day following the execution of this Agreement, whichever is the later, become and thereafter during the life of this Agreement remain a member in good standing of the Council and of one of such Local Unions, irrespective of the Employer by whom he may be employed at any time during such period; but if such employee be required to submit to a competency examination administered by the Joint Committee, composed of an equal number of members representing the Council and the Association, the successful completion of such examination shall not be a prerequisite to continued employment of such employee, at the discretion of the individual employer; provided, however, that upon the repeal of the Labor-Management Relations Act of 1947, or upon the amendment of said Act so as to make application of and compliance with the following provision "(b)" lawful, as well as in the case of any Employer to whom at any time said Act is not applicable or over whom the National Labor Relations Board under its then obtaining policies will not take jurisdiction, the following provision "(b)" shall be applicable and complied with in the place and stead of those of the provisions of this Section (b) preceding the word "provided":

(b) "Each Employer shall employ only members in good standing of the Council and of one of the Local Unions on whose behalf the Council is entering into this Agreement to perform any work within

the Jurisdiction of the Council and of the United Brotherhood of Carpenters and Joiners of America. In the event the Council shall be unable to furnish the number of employees required by the Employer, the Employer may employ such other persons as may be required at the same rates and under the same conditions as herein set forth, provided such applicants for employment sign an application for membership in the Council and of one of such Local Unions before they are employed, and shall be dismissed promptly upon notification from the Council that they have lost their good standing as members of the Council or of such Local Union."

ARTICLE 19

Delinquency and Collection Procedure

Section 1. The provisions of this Article shall apply with equal force and effect to the contributory and withholding obligations set forth in Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund-Industry Advancement Program), Article 17 (Pension and Annuity Funds), Article 18 (Work Dues and Jobs Recovery Dues Checkoffs), Article 22 (Political Action Committee), Article 28 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund) and Article 29 (Carpenters Savings Fund).

Section 2. All payments shall be remitted to the depository designated herein on Report Forms designated, as appropriate, by the Funds or Council. The Board of Trustees of the respective Funds shall have the option, in their sole discretion, to establish a procedure for the electronic payment

of contributions and electronic submission of data identifying employees who worked in Covered Employment, the hours for which contributions and deductions are due and may require that all employers follow such procedures. The Board of Trustees of the respective Funds may, in their sole discretion, assess employers who fail to follow such procedures with an assessment for each month the employer fails to follow the procedure. In the event that the report accompanying any payment made to the Depository pursuant to Article 5 (Joint Apprentice Committee), Article 16 (Health and Welfare Fund-Industry Advancement Program), Article 17 (Pension and Annuity Funds), Article 18 (Work Dues and Jobs Recovery Dues Checkoffs), Article 22 (Political Action Committee), Article 28 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund) and Article 29 (Carpenters Savings Fund) of this Agreement shows that the full sum as therein required is not paid, or is not intended to be paid, then the Depository shall dispose of said payment by distributing to each party such portion of the remittance in proportion to the fraction that each such recipient's hourly remittance bears to the total hourly remittance required by this Agreement.

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

Section 4 (A). Except as otherwise specifically provided herein, payments not received by the 10th

day following the payroll week which the Report covers shall be considered "delinquent" for purposes of this Agreement.

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

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

Section 6. In addition to the liquidated damages charge provided for above, the alleged failure of the Employer to make payments when due or payments received later than ten (10) days after the due date shall subject the Employer to one or more of the following actions:

(A). As otherwise described in Article 14, the Council shall have the right to withhold employees covered by this Agreement until all sums due (including liquidated damages) are paid. If such action shall, in the discretion of the Council, prove necessary or desirable, the employees whose labor is thus withheld, shall be paid their wages and fringe benefits for all time lost pending payments by the Employer as provided in Article 14.

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

(C). The appropriate Funds and/or Council shall notify the Bonding Company 20 days after the Due Date of the delinquency and institute suit on the bond.

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

Section 8. Surety Bonds.

(A). The payments to be made and, where appropriate, monies to be withheld, as provided in Article 5 (Joint Apprentice Committee) Article 16, Section 2 (Health and Welfare Fund – Industry Advancement Program), Article 17, Section 2 (Pension and Annuity Funds), Article 18 (Work Dues and Jobs Recovery Dues Checkoffs), Article 22 (Political Action Committee), Article 28 (National Apprenticeship and Health and Safety Fund), (Education and Development Fund) and Article 29 (Carpenters Savings Fund) of this Agreement shall be guaranteed and secured in the following manner:

(i) The Association hereby agrees with respect to each Employer who employs employees covered by this Agreement and whom the Association represents in collective bargaining at the time of the execution of this Agreement, or whom it shall begin so to represent after the execution of this Agreement, that the Association will, not more than thirty (30) days after the execution of this Agreement, execute and deliver to the Trustee its undertaking, in the form of a Bond, that, upon certification to it by the Trustee that any such Employer is in default in any such payment and that such payment is past due by more than thirty (30) days, then, if the obligation is not satisfied within fifteen (15) days after such certification, the Association, out of the funds of the Industry Advancement Program, shall pay

unto the Trustee the amount in default up to, but not exceeding Seventy-Five Thousand Dollars (\$75,000.00), and in such event the Association is hereby granted all subrogation rights for the purpose of recovering from the debtor the amount advanced in its or his behalf out of the Industry Advancement Program under said Bond. No assets of the Association, other than the assets of the Industry Advancement Program hereinafter provided for, shall be looked to for the fulfillment of the foregoing undertaking. Notwithstanding the next preceding two sentences, the Association may, as it sole option and discretion, at any time substitute the Bond of an Employer with a recognized and responsible corporate surety in fulfillment of its obligations under the next preceding two sentences and pay the premium for such Bond out of the assets of said Industry Advancement Program.

(ii) The Council agrees that it may include in any collective bargaining contract with an Employer for whom the Association does not act as the collective bargaining representative, if said contract covers the same work and jurisdiction as covered in Article 2 of this Agreement, provisions requiring such Employer to make the same payments to the Depository as are required by subsection (A) of this Section 8, and to guarantee or secure the faithful making of such payment by the deposit of Seventy-Five Thousand Dollars (\$75,000.00) in cash with the Trustee or by

the Bond of a recognized and responsible corporate surety. In the event that any such Employer shall furnish the Bond of a corporate surety, the Association shall, out of the funds of said Industry Advancement Program, pay the premium for such Bond, provided such premium is in a reasonable amount; if such premium shall be in an amount greater than usually charged for such Bond, such Employer shall, himself, pay the difference between Six Hundred Dollars (\$600.00) and the amount of said premium, and the Association shall pay, out of the funds of the Industry Advancement Program, Six Hundred Dollars (\$600.00) of said premium.

(B). If the Association, pursuant to Section 8(A), elects to furnish its own undertaking in the form of a Bond, limiting its liability thereunder to Industry Advancement Program assets only, said undertaking shall provide that, upon certification by the Trustee to the Association that any Employer is in default in the payments required of him by this Section 8, such undertaking shall continue to assure payments required of said Employer by this Section 8 to an amount of Seventy-Five Thousand Dollars (\$75,000.00) over and above the amount of such payments in default. If the Association exercises its option to substitute for its own undertaking the Bond of the Employer with a corporate surety in fulfillment of its obligations under the clause (i) of subsection (A) of this Section 8, then, upon certification by the Trustee to the Association that any Employer is in default in the payments required of him by this Section 8, the

Association shall furnish its undertaking limited to the assets of the Industry Advancement Program, to assure payments required under this Section 8 by such Employer to an amount of Seventy-Five Thousand Dollars (\$75,000.00) over and above the amount of such payments in default.

(C). Every Employer and every other employer who is a party to another collective bargaining agreement with the Council covering the same work and jurisdiction as specified in Article 2 of this Agreement, in the event such Employer or such other employer is required to give surety as provided in clause (ii) of subsection (A) of this Section 8, shall upon certification to him and to the Council by the Trustee, that such Employer or other employer is in default in the payments required of him by this Section 8, furnish further corporate surety to assure payments required under this Section 8 by such Employer or other employer to an amount of Seventy-Five Thousand Dollars (\$75,000.00) over and above the amount of such payments in default, or, in the alternative, shall deposit with the Trustee as collateral security for the faithful performance of his own Bond assuring said payments, a further amount in cash or in securities acceptable to the Trustee, sufficient to restore such collateral security to an amount of Seventy-Five Thousand Dollars (\$75,000.00).

(D). Notwithstanding anything to the contrary contained in this Section 8, the Association shall not be required during the term of this Agreement:

- (i) If Association does not elect to post Bond, to pay an amount exceeding Seventy-

Five Thousand Dollars (\$75,000.00) with respect to a single Employer required to make contributions under this Agreement following default by such Employer, or

(ii) If Association elects to post bond, to pay any amount whatsoever, whether for Bond premiums or otherwise, with respect to a single employer required to make contributions under this Agreement following default by such employer, or

(iii) To pay any amount on account of Bond premiums with respect to a single Employer required to make contributions under this Agreement following default by such Employer.

Section 9. Prior to entering into any subcontract for work covered by this Agreement, the Employer will verify with the Fund that the proposed subcontractor has a signed Agreement and has posted the fringe benefit bond required under this Agreement. After the Employer has contacted the Fund, the Fund will inform the Employer in writing within 72 hours if the proposed subcontractor does not have a fringe benefit bond, and/or an Agreement. The Employer will not enter into a subcontract until the subcontractor has posted a bond and signed an Agreement. The failure of the employer to comply with this Section 9, will require the Employer to be responsible for all wages and Fringe Benefits of a sub-contractor who does not have a Bond and/or Agreement with the Council.

The Employer agrees that, upon written notice

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

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

Section 11. The Employer shall also, upon request of any agent or designee of the Board of Administration, permit such agent during regular business hours to inspect and make copies of any and all records of the Employer pertaining to compensation paid to employees, hours worked by employees, monies withheld from employees for taxes paid on account of employees, and all other records relevant to, and of assistance in determining the Employer's obligations hereunder to make payments to the Depository have been faithfully performed. If such inspection and/or audit reveals the Employer failed to make such payments in full, the Employer shall be required to pay for the cost of such inspection and/or audit at the rate of Two Hundred and Fifty Dollars (\$250.00) per day as well as any additional monies provided for herein.

ARTICLE 20**Surveying and Lay-Out Work****Section 1**

In order to clarify the contract coverage with respect to construction lay-out work, the term "any work" appearing in the Agreement includes, as work assigned to Carpenter Journeymen, Carpenter Apprentices and Carpenter Foremen, all line and grade work both before and after construction begins, and during the course of construction, consisting by way of example but not of limitation, of all the tasks of lay-out; the setting of vertical and horizontal controls as necessary before construction work begins; the setting of grades and elevations; the setting of vertical and horizontal controls on various floor levels; the lay-out of center lines; the establishment of all measurements and levels; and the establishment of curb lines, axis lines, partition lines, pile's and caissons, pile (cut off) elevations, and pile as-built survey's, etc.

Lay-out tasks may be performed to the same extent, and under the same circumstances as in the past, by the Employer, or if the Employer is a corporation or partnership, by the executive officers or partners of the Employer and by the Employer's management personnel, superintendents and foremen.

Management Personnel is defined to be those persons:

(a) In a management capacity higher than a superintendent.

(b) It is understood that, as in the past, (1) the

Employer has the right to subcontract the initial lay-out work to professional surveying firms, and also subcontract continuing lay-out work to professional surveying firms provided, however, that such continuing lay-out work shall be performed under the terms and conditions of our Agreement; and (2) that the Union will in no manner interfere with any initial lay-out of lines and grades outside the direct control of the Employer, or interfere with the work of City, County or other governmental surveyors performing lay-out work for any such governmental agency as its employees.

In any case where (1) an Employer has subcontracted continuing lay-out work to professional surveying firms or (2) any Employer utilizes, under the same circumstances and to the same extent as such Employer has done in the past, a lay-out crew, the following shall pertain, subject to all other provisions of our Agreement (including the "Union Security" clause as contained in Article 18, Section 4):

A. The Employer or the professional surveying firm, as the case may be, shall have the right to determine the size and make-up of the lay-out crews.

B. Nothing shall prevent a member of a lay-out crew who is performing one category of lay-out work from temporarily performing another category of layout work for reasonably short periods of time, provided that such temporary assignment shall not affect his rate of pay.

C. The rates of pay for members of a lay-out crew shall be as follows:

(b) It is understood that, as in the past, (1) the Employer has the right to subcontract the initial lay-out work to professional surveying firms, and also subcontract continuing lay-out work to professional surveying firms provided, however, that such continuing lay-out work shall be performed under the terms and conditions of our Agreement; and (2) that the Union will in no manner interfere with any initial lay-out of lines and grades outside the direct control of the Employer, or interfere with the work of City, County or other governmental surveyors performing lay-out work for any such governmental agency as its employees.

In any case where (1) an Employer has subcontracted continuing lay-out work to professional surveying firms or (2) any Employer utilizes, under the same circumstances and to the same extent as such Employer has done in the past, a lay-out crew, the following shall pertain, subject to all other provisions of our Agreement (including the "Union Security" clause as contained in Article 18, Section 4):

A. The Employer or the professional surveying firm, as the case may be, shall have the right to determine the size and make-up of the lay-out crews.

B. Nothing shall prevent a member of a lay-out crew who is performing one category of lay-out work from temporarily performing another category of layout work for reasonably short periods of time, provided that such temporary assignment shall not affect his rate of pay.

C. The rates of pay for members of a lay-out crew shall be as follows:

Minimum Wage Rate

Chief of Party

i.e., the person directing other personnel who are using the transit or level.

Equal to the Carpenter Foreman Wage Rate

Instrument Man

i.e., a person who uses the transit or level.

Equal to the Carpenter Journeyman Wage Rate

Rodman

i.e., a person who uses the tape or level rod and performs lay-out duties other than those specified above.

Equal to the rate the 3rd period of the Carpenters' Joint Apprenticeship Program.

It is agreed that an employee described in this paragraph C, when not engaged in lay-out work, may perform other duties as assigned by the Employer at the same hourly rate of pay which he received for layout work immediately prior to such assignment, provided that the Employer does not assign him to the types of work specified in Section (a) of Article 2, e.g., "carpentry work, millwright work, wharf and dock building work," etc., unless such employee is a Carpenter Apprentice, Carpenter Journeyman or Carpenter Foreman and receives the wage rate required in the respective agreements.

D. Employees described in paragraph C who have actually worked during any part of any week, and who shall be available for work during the balance

of such week, shall be guaranteed an amount of pay per week equal to forty times their straight time hourly rates of pay as set forth above; provided however, that they shall be paid only for their hours actually worked with respect to any week during which they shall have failed to work sufficient hours to earn said guaranteed amount because (1) the lay-out work was completed for a particular job on which they were working, or (2) their employer had available no other lay-out work or any other work to which he could efficiently assign them.

E. If a Carpenter Apprentice, Carpenter Journeyman or Carpenter Foreman, as the case may be, is given lay-out work to do, he shall nevertheless, receive his regular hourly rate of pay.

ARTICLE 21

Legality

Should any part of this Agreement be found illegal by a court of last resort, such part shall be declared null and void.

ARTICLE 22

Political Action Committee Check-Off

Section 1

Each Employer shall deduct from the wages of all employees who are covered by this Agreement and who have signed and delivered to the Employer proper legal authorizations for a check-off deduction for each hour worked to the Carpenters' Political Action Committee of Philadelphia and Vicinity in

such amount as certified by the Council as having been authorized by such employees.

Section 2

Each such Employer shall, within ten (10) days after the end of each Payroll Week, transmit to the Depository as defined in this Agreement amounts deducted during such Payroll Week pursuant to this Article, together with the Employer's report of deductions, which report shall be on the same form as is used by the Employer for reporting payments due by the Employer as contributions made to the Health and Welfare and Pension Fund.

ARTICLE 23

Most Favored Nation Clause

It is understood that if the Council enters into any Agreement with any Contractor or Association engaged in commercial, industrial or institutional construction within the area designated herein upon more favorable terms to such other Contractor or Association than are embodied in this Agreement between the General Building Contractors Association (GBCA) and the Concrete Contractors Association (CCA) and the Council, then this Agreement shall be amended so as to afford to GBCA and CCA and their members the same more favorable terms; provided, however, that this clause shall not restrict the ability of the Union to agree to modifications of this Agreement with any Employer or Employers which the Union has knowledge are bidding any project on which there is non-union competition.

This Article shall apply solely and exclusively to Active and Associate Members of GBCA and CCA, and continued membership in GBCA and CCA is a prerequisite to its continued application. In the event that a GBCA and CCA member ceases membership within GBCA and CCA, then upon such cessation the provisions of this Article shall be null and void to that Employer with respect to previous past, present, or future adjustments.

ARTICLE 24

Pre-Job Conference

.. On all jobs over Three Hundred Thousand Dollars (\$300,000.00), either party may call for a pre job conference.

ARTICLE 25

Labor Saving Machinery

There shall not during the life of this Agreement be any restriction on the use of machinery or labor saving devices used in the carpenter work on the building. If any machinery or labor saving devices are used, same shall be furnished by the Employer and operated by the employees.

ARTICLE 26

Pre-Fit Doors

Notwithstanding the provisions of Working Rule 17 (Schedule "C"), and the "Memorandum of Settlement of Grievances" dated November 1, 1967,

members of the Union will handle pre-fit, pre-hung doors without receiving any premium payments for handling and/or installing such doors.

ARTICLE 27

Drug Testing Policy

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

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

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

(b) The employee's conduct or actions indicating

alleged impairment shall be observed and documented in writing by two supervisors on the job site; and

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

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

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

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

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

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

7. Any information regarding the test results will be held in strictest confidence by the Employer.

Neither the Employer nor any of its medical personnel, supervisors or other personnel shall disclose any information regarding the fact of testing or the results of testing of any employee to the Owner or to any other employer or employee.

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

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

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

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

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

assignments prior to access to the project.

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

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

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

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

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

(d) Samples shall be stored in a scientifically acceptable manner.

(e) All handlers and couriers of the sample must

complete entries and identify themselves on a proper chain of custody form.

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

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

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

ARTICLE 28**National Apprenticeship and
Health and Safety Fund
and Education and Development Fund**

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

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

(a) \$.06 per hour worked for the period May 1, 2006 to April 30, 2007;

(b) \$.06 per hour worked for the period May 1, 2007 to April 30, 2008;

(c) \$.06 per hour worked for the period May 1, 2008 to April 30, 2009;

ARTICLE 29**Carpenters Savings Fund**

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

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

(a) \$1.00 per hour worked for the period May 1, 2006 to April 30, 2007;

(b) May 1, 2007 to April 30, 2008 - To be determined

(c) May 1, 2008 to April 30, 2009 - To be determined

Section 3. A trust to be known as "Carpenters Savings Fund of Philadelphia and Vicinity"

(referred to hereinafter as the "Savings Fund") shall be established and maintained for the purpose of providing (out of the monies paid into said fund and out of the income from the investment of said monies) such program of savings benefits for the sole and exclusive benefit of employees and other "Participants" mentioned in the Agreement and Declaration of Trust hereinafter mentioned, as the Council may from time to time determine in conformity with limitations contained in said Agreement and Declaration of Trust.

SCHEDULE "A"

**ACTIVE MEMBERS OF THE
GENERAL BUILDING CONTRACTORS
ASSOCIATION, INC.
(AND CERTAIN ASSOCIATE MEMBERS
PURSUANT TO
AUTHORITY GRANTED BY EACH SUCH
ASSOCIATE MEMBER)**

AND

**ACTIVE MEMBERS OF THE
CONCRETE CONTRACTORS
ASSOCIATION ARE
LISTED IN THIS SCHEDULE**

SCHEDULE "B"

**THIS SCHEDULE CONSISTS
OF THE
STANDARDS OF APPRENTICESHIP
FOR THE
CARPENTERS' TRADE
FORMULATED BY THE
JOINT APPRENTICESHIP COMMITTEE**

SCHEDULE "C"

WORKING RULES

Rule 3

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

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

Rule 4

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

SHOP STEWARD

Rule 6

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

in no case shall an employee be permitted to return to work until the Steward is reinstated, and no discrimination shall be permitted.

It shall be the responsibility of the Employer to report all job starts to the Council in writing as soon as possible prior to the start of the job, but not less than 48 hours prior to the start of the job, on the proper Job Start Information Sheet provided by the Council, and all information will be provided in its entirety. If any Employer violates this provision or is found to be intentionally cheating or cheating in collusion with his employees, then the Union shall place a Steward on all of that Employer's jobs for the remaining term of this Agreement.

Rule 9

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

Rule 10

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

(b) No Foreman shall rush, drive, or accept rebates or gifts, or use abusive language, or allow any act or deed of an employee to influence him in

retaining said employee in employment, or require an employee to have his tools on the job before being hired.

Rule 11

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

Rule 17

No member of this Council will handle material coming from a mill where cutting out and fitting has been done for butts, locks, letter plates, or hardware of any description, nor any doors or transoms which have been fitted prior to being furnished on the job, including base, chair, rail, picture moulding which has been previously fitted. This Section to exempt partition work furnished in sections, and is not applicable to metal doors and transoms.

Rule 18

Any employee working under the rate, either in a mill or outside, shall not be allowed to work for the same Employer for one (1) year.

Rule 19

It shall be the duty of the Steward to take charge of the tools of any employee who is taken sick or

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

Rule 20

The Employer shall provide suitable drinking water in an acceptable container with sanitary individual cups, and provide ice water when the temperature rises above 65 degrees, and a sanitary toilet, and under no circumstances shall there be any bags of cement or empty cement bags or other material allowed therein. Any violation of this rule will be sufficient cause for the Carpenters to be taken off the job.

Rule 23

No employee shall move his tools from one job to another while working for the same Employer, on his own time.

Rule 26

No employee shall (be permitted or requested by the Employer to) take a personally owned steel miter box, or any electrically operated tools, to any job.

Rule 27

When men are sent from the office of the Regional Council to a job to work, and are not put to work by Contractor or Employer who applied to the office

for the men, that Contractor or Employer shall be required to pay Carpenters sent, four (4) hours' pay.

Rule 28

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

SCHEDULE "D" CARPENTER APPRENTICE WAGE RATES PHILADELPHIA COUNTY

Six Month Periods	% of Journeyman Carpenters' Wage Rate	<u>Hourly Rates</u>		
		5-1-06	5-1-07	5-1-08
1st Period	40%	\$13.50		
2nd Period	46%	15.53		
3rd Period	52%	17.55		TO
4th Period	58%	19.58		BE
5th Period	64%	21.60	DETERMINED	
6th Period	72%	24.30		
7th Period	80%	27.00		
8th Period	88%	29.70		

**CARPENTER APPRENTICE WAGE RATES
BUCKS, CHESTER, DELAWARE,
MONTGOMERY COUNTIES**

Six Month Periods	% of Journeyman Carpenters' Wage Rate	<u>Hourly Rates</u>		
		5-1-06	5-1-07	5-1-08
1st Period	40%	\$13.06		
2nd Period	46%	15.02		
3rd Period	52%	16.98		TO
4th Period	58%	18.94		BE
5th Period	64%	20.90	DETERMINED	
6th Period	72%	23.51		
7th Period	80%	26.12		
8th Period	88%	28.74		

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

Effective 5/1/06 all new Apprentices indentured after May 1, 2006 shall receive pension contributions equal to \$1.00 per hour.

Effective 5/1/07 all Apprentices shall receive pension contributions equal to \$2.00 per hour.

Effective 5/1/08 all Apprentices shall receive pension contributions equal to 50% of the Journeyman pension contribution.

Annuity and/or Savings contribution shall be:

	<u>Hourly Rates</u>		
	<u>5-1-06</u>	<u>5-1-07</u>	<u>5-1-08</u>
1stYear-	\$0.75		TO
2ndYear-	1.75		BE
3rdYear-	2.75		DETERMINED
4th Year-	3.75		

SCHEDULE "E"

**THE CARPENTERS'
HEALTH AND WELFARE FUND
OF PHILADELPHIA AND VICINITY
SHALL BE ADMINISTERED AND
MAINTAINED PURSUANT TO
A MEMORANDUM OF
UNDERSTANDING ATTACHED
HERETO AND INCORPORATED
HEREIN AS
"SCHEDULE E"**

SCHEDULE "F"

**THE
INDUSTRY ADVANCEMENT
PROGRAM
SHALL BE ESTABLISHED AND
MAINTAINED PURSUANT TO A
MEMORANDUM OF
UNDERSTANDING ATTACHED
HERETO AND INCORPORATED
HEREIN AS
"SCHEDULE F"**

EXHIBIT "G"**WAGE and FRINGE BENEFIT RATES**Effective Dates

5-1-06 5-1-07 5-1-08

Journeyman Rate (Phila.)	\$33.75	
Foreman's Rate (Phila.)	38.82	
Journeyman Rate (4 County)	32.65	TO
Foreman's Rate (4 County)	37.55	BE
Health & Welfare	8.60	DETERMINED
Pension / Annuity	7.79	
Savings	1.00	
Apprenticeship	.45	
National Apprenticeship and Health and Safety and Education and Development	.06	
Industry Advancement Program	.30	
Total Fringes	\$18.20	

CHECK-OFFS

NOTE: 3 % of Total Gross Wages for Work Dues Check-Off is deducted from Net Wages for all Employees (including Apprentices).

A sum as certified by the Council for each hour worked for the Jobs Recovery Dues Check-Off is deducted from Net Wages for all Employees (including Apprentices).

A sum as certified by the Council for each hour

worked for the Political Action Committee Check-Off is deducted from Net Wages for all Employees (including Apprentices).

IN WITNESS WHEREOF, the parties hereto have on this 1st day of May 2004, set their hands and seals.

**GENERAL BUILDING CONTRACTORS
ASSOCIATION, INCORPORATED**

By: Philip Radomski
Chairman of the Board

and the

CONCRETE CONTRACTORS ASSOCIATION

By: Francis Petrini, President

Attest: Walter P. Palmer, III
President & C.E.O., G.B.C.A.

**METROPOLITAN REGIONAL COUNCIL
OF PHILADELPHIA AND VICINITY**

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

By: Edward Coryell
Executive Secretary-Treasurer/ Business Manager

Attest: Larry Dunn
President

EXHIBIT "H"**CONCRETE WORK JURISDICTION**

The following is a Supplemental Agreement between the Concrete Contractors Association and the Metropolitan Regional Council of Carpenters.

The Employer shall recognize the jurisdiction of the Union and the parties hereto agree to be bound by the following work jurisdiction, including but not limited to:

All layout work as per Article 20 of the Current GBCA Agreement. The prefabrication, fabrication and construction of forms for footings or foundations of all buildings, whether made of wood, metal, plastic or any other type of material. Fabricating or erecting forms for decking of buildings. Erection and certain dismantling of staging, scaffolding, shoring and re-shoring, either of wood or metal, used for concrete form construction. Where power is used for the setting, moving, or dismantling of pre-assembled forms, Carpenters shall do all handling, tagging and signaling. The fabrication and/or setting of templates, including anchor bolts necessary for structural members or machinery, and the placing and/or leveling of these bolts is included.

The rigging, signaling, and placing of the Filigree Wideslab Method of Concrete Deck Construction, including all other similar systems. All types of "Stay-In-Place" concrete forming systems, and all "Tilt-Wall Systems".

The assembly of work platforms pertaining to slip form or jump form types of concrete construction systems including but not limited to inserts, blockouts, imbeds and jack-rods, except when jack-rods are a substitute for reinforcing steel.

The unloading, setting and installation of all current Hambro form systems and Insulating Concrete Form (ICF) Systems including all handling required to set the form and strip.

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

EXHIBIT "I"
ACCEPTANCE OF AGREEMENT
NON-ASSOCIATION EMPLOYER'S
ACCEPTANCE
OF THE AGREEMENT
 between the
GENERAL BUILDING CONTRACTORS
ASSOCIATION
 and the
CONCRETE CONTRACTORS ASSOCIATION
 and the
METROPOLITAN REGIONAL COUNCIL
 of **PHILADELPHIA** and **VICINITY**
UNITED BROTHERHOOD of CARPENTERS
 and **JOINERS of AMERICA**

The undersigned Employer approves, ratifies, and agrees to be legally bound by all the provisions of the foregoing Agreement made by the Employer Associations and the Metropolitan Regional Council of Carpenters.

FIRM _____

ADDRESS _____

CITY _____ ZIP _____

PHONE _____

Signature For Company:

 Officer, Owner or Partner

 Date

PRINT NAME OF ABOVE Title of Officer

Signing For Union:

 Executive Secretary-Treasurer

 Date



IMPORTANT PHONE NUMBERS

REGIONAL COUNCIL

215-569-1634

FAX 215-569-0263

GENERAL BUILDING CONTRACTORS ASSOCIATION & CONCRETE CONTRACTORS ASSOCIATION

215-568-7015

FAX 215-568-3115

HEALTH AND WELFARE PENSION & ANNUITY FUND

215-568-0430

FAX 215-496-0173

CARPENTERS JOINT APPRENTICE COMMITTEE

215-824-2300

FAX 215-824-2313