DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
INSTITUTED AUGUST 12, 1881
395 HUDSON STREET
NEW YORK, NEW YORK 10014
PHONE: (212) 366-7500
FAX: (212) 675-3140

K 8627
K 8628

DOCKBUILDER & HEAVY CARPENTER AGREEMENT

K 8655

WAGES

WAGES (per hour) JULY 1st, 2002 to JUNE 30th, 2006				
	07/01/02 TO 06/30/03	07/01/03 TO 06/30/04	07/01/04 TO 06/30/05	07/01/05 TO 06/30/06
JOURNEYMAN	$ 35.66	$ 37.70		
FOREMAN	$ 38.66	$ 40.70		
GENERAL FOREMAN	$ 41.66	$ 43.70		

APPRENTICE WAGES (per hour) JULY 1st, 2002 to JUNE 30th, 2006				
	07/01/02 TO 06/30/03	07/01/03 TO 06/30/04	07/01/04 TO 06/30/05	07/01/05 TO 06/30/06
FIRST YEAR	$ 14.26	$ 15.08		
SECOND YEAR	$ 17.83	$ 18.85		
THIRD YEAR	$ 23.18	$ 24.51		
FOURTH YEAR	$ 28.53	$ 30.16		

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DOCKBUILDER & HEAVY CARPENTER AGREEMENT

WAGES

MARINE DIVER & TENDER WAGES (per hour) JULY 1st, 2002 to JUNE 30th, 2006				
	07/01/02 TO 06/30/03	07/01/03 TO 06/30/04	07/01/04 TO 06/30/05	07/01/05 TO 06/30/06
MARINE DIVER	$ 43.80	$ 46.30		
MARINE DIVER TENDER	$ 32.40	$ 34.25		

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DOCKBUILDER & HEAVY CARPENTER AGREEMENT

FRINGE BENEFITS

JOURNEYMAN, FOREMAN & GENERAL FOREMAN

FRINGE BENEFITS (per hour) JULY 1st, 2002 to JUNE 30th, 2006				
	07/01/02 TO 06/30/03	07/01/03 TO 06/30/04	07/01/04 TO 06/30/05	07/01/05 TO 06/30/06
WELFARE	$ 8.80	$ 8.00		
PENSION	$ 5.91	$ 7.36		
ANNUITY	$ 5.20	$ 5.65		
A.J.R.E.I.F.	$ 0.35	$ 0.50		
VACATION	$ 4.40	$ 4.50		
SUPPLEMENTAL	$ 0.04	$ 0.04		
IN'L BRTHHD CARP (IBC)	$ 0.06	$ 0.06		
N.Y.D.C. C LABOR/MGT.	$ 0.15	$ 0.20		
TOTAL FRINGES	$ 24.91	$ 26.31		

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DOCKBUILDER & HEAVY CARPENTER AGREEMENT

FRINGE BENEFITS

ALL APPRENTICES

FRINGE BENEFITS (per hour) JULY 1st, 2002 to JUNE 30th, 2006				
	07/01/02 TO 06/30/03	07/01/03 TO 06/30/04	07/01/04 TO 06/30/05	07/01/05 TO 06/30/06
WELFARE	$ 8.80	$ 8.00		
PENSION	$ 2.96	$ 4.18		
ANNUITY	$ 2.60	$ 2.83		
A.J.R.E.I.F.	$ 0.35	$ 0.50		
VACATION	$ 2.20	$ 2.25		
SUPPLEMENTAL	$ 0.04	$ 0.04		
INT'L BRTHHD CARP(JBC)	$ 0.06	$ 0.06		
N.Y. D.C.C. LABOR-MGT	$ 0.15	$ 0.20		
TOTAL FRINGES	$17.16	$18.06		

K ~~8757~~ 8628
1,850 workers

42 pp.

GENERAL CONTRACTORS ASSOCIATION - CARPENTERS 1996

AGREEMENT

BETWEEN MEMBERS OF

THE GENERAL CONTRACTORS ASSOCIATION

OF NEW YORK, INC.

AND

THE DISTRICT COUNCIL OF CARPENTERS

OF NEW YORK CITY AND VICINITY, AFL-CIO

JULY 1, 1996 - JUNE 30, 2002

HEAVY CONSTRUCTION

CARPENTERS

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AGREEMENT made this 1ST day of July 1996, effective July 1, 1996, by and between the Members of The General Contractors Association of New York, Inc., (hereinafter "G.C.A.") and other Employers who are signatories to this Agreement (hereinafter "Employer") and The District Council of Carpenters of New York City and Vicinity of The United Brotherhood of Carpenters and Joiners of America, affiliated with the AFL- CIO, Washington, DC. (hereinafter "Union" and/or "District Council").

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

Purposes - Declaration of Principles

Section 1 - Purposes

The purposes for which this Agreement is entered into are as follows:

(a) prevent strikes and lockouts;

(b) facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union;

(c) prevent waste, unnecessary and avoidable delays, which result in unnecessary costs and expense to the Employer and Union, and the loss of wages and fringe benefits to the Employee;

(d) enable the Employer to secure at all times sufficient forces of workmen, skilled in heavy construction;

(e) provide as far as possible for the continuous employment of labor;

(f) provide that employment hereunder shall be in accordance with conditions and at wages and fringe benefits herein agreed upon;

(g) bring about stable conditions in the Industry;

(h) keep costs of work in the Heavy Construction Industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder;

(i) continue the custom and practice heretofore prevailing for many years on Heavy Construction Work of agreement as to the terms and conditions of employment, and as to the necessary procedure for amicable adjustment of all disputes or questions that may arise.

Section 2 - Declaration of Principles

Both parties to this Agreement acknowledge that this Agreement is the uniform agreement for the Heavy Construction Industry and its execution will further the interests of said Industry. This Agreement will be interpreted under the following principles:

(a) that there shall be no limitation as to the amount of work an Employee shall perform during his working day, it being understood that said Employee shall perform a fair and honest day's work, within the limits of safety;

(b) that there shall be no restrictions on the use of machinery, tools or appliances, within the limits of safety. If an Employee is required to use powder actuated tools, he is to be qualified to use said powder actuated tools by securing from the tool manufacturer, or equally responsible certifying agency agreed upon by both parties hereto, an Operator's Card or similar proof of qualification, and

the Union shall cooperate with the Employer and tool manufacturer in having the Employee expeditiously qualified. No powder actuated tool shall be used that has not been previously approved by the New York City Board of Standards and Appeals;

(c) that there shall be no restriction on the use of any raw or manufactured materials, except prison made;

(d) that no person shall have the right to interfere with Employees or workmen during the working hours;

(e) that Employees are at liberty to work for whomsoever they see fit, and they are entitled to and shall receive the wages and fringe benefits agreed upon as hereinafter set forth in this Agreement;

(f) the Employers are at liberty to employ and discharge whomsoever they see fit, providing that no person shall be discharged without good cause;

(g) that the G.C.A., the Employer and the Union agree that they have not, and will not discriminate because of race, creed, color, national origin, age, sex, disability, marital status, sexual orientation, citizenship status or union membership against any individual.

For the purposes of this Article, "citizenship status" means the citizenship of any person or the immigration status of any person lawfully residing in the United States who is not a citizen or national of the United States.

Section 3 - Completeness of Agreement

It is understood that the Purposes and Declaration of Principles, herein set forth, are a part of this Agreement and said Purposes and Principles govern all parties hereto in the performance thereof and shall be complied with as conditions of this Agreement. The parties hereto enter into this Agreement and agree to carry out, conform and to comply with its terms and provisions as provided and set forth herein by reason of the mutual advantages of so doing and in order to effectuate and provide for the carrying out and putting into effect, during the term hereof, the Purposes and Principles of this Agreement.

ARTICLE II

Area Jurisdiction

The Employer hereby recognizes the Union as the exclusive collective bargaining representative of all Employees covered by the jurisdiction of the Union as described herein. This Agreement shall cover work performed by or on behalf of a signatory Employer hereto in the Heavy Construction field, as hereinafter defined in Article VIII, when said work is to be performed in whole, or in part, within the territorial jurisdiction of the Union. Said jurisdiction shall include:

All of the five (5) Boroughs of the City of New York, the Islands in and all the waters of the adjacent Harbors, Rivers and Bays, and that portion of Long Island bounded by a line beginning at the intersection of the City Line and the North Shore of Long Island, then running southerly to the Southern State Parkway, then east to Seaford Creek in Nassau County, then south to the Atlantic Ocean, then west to the southern tip of the Borough of Richmond, then

north on Arthur Kill to Kill Van Kull then east to Upper New York Bay, then north to the North River and Hudson River to the New York City Line, and thence to the point of beginning.

If the Employer engages in any class of work not embodied in Heavy Construction Work, as hereinafter defined, both parties shall comply with all of the Union conditions then existing in that class of work.

ARTICLE III

Union Security - Visitation - Referral - Working Job Steward

Section 1 - Union Security

All Employees who are members of the Union at the time of the signing of this Agreement shall continue membership in the Union. All other Employees covered by this Agreement must become members of the Union on or after the seven (7) days following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in good standing in the Union as a condition of continued employment. If the provisions for union security clauses are modified by Congress during the term of this Agreement, this clause alone will be open for negotiation.

Section 2 - Union Visitation

No person representing the Union, except its Representatives, Executive Officers, Assistant to the President, or Job Stewards on the job site, shall have the right to interview the workman during business hours. These Union Representatives shall comply with all general conditions of the job regarding passes, entrance to be used, and dress, etc.

Section 3 - Union Referral - Working Job Steward

The first carpenter on the job site shall be referred by the District Council. The second carpenter shall be the Employer's selection. The balance shall be 50% from the District Council and 50% from the Employer. The District Council will cooperate, in order to meet all legal requirements, and furnish qualified carpenters when requested. A working job steward shall be appointed by the District Council.

ARTICLE IV

Term-Renewal

This Agreement shall continue in effect until and including June 30, 2002.

ARTICLE V

Disputes

Section 1 - Hardship & Advisory Committee

The new committee will have authority to address, in a timely fashion, any undue hardships the collective bargaining agreement may impose on the Union, a Contractor or the Association on an issue by issue basis.

The committee may modify terms and conditions to allow the association contractors to better manage its particular project or to compete against unfair contractors on a site by site basis.

All issues the Hardship and Advisory Committee reviews will be in writing and its actions will be decided by a simple majority. All concerns brought before the committee will be reviewed periodically. Repetitious issues can be recommended for inclusion in a subsequent collective bargaining agreement.

The committee will meet, upon written request by the Association or the Union, within three work days. Such request, by fax or letter, shall state the project, location, local union, contractor, sub-contractor and brief summary of the question to be discussed.

Section 2 - No Lockout - Strike - Work Stoppage

It is hereby agreed that no question or dispute or breach of this Agreement, which may be caused by any of the parties hereto, shall be the occasion for or cause of any lockout, strike or work stoppage. The Employer expressly agrees that it will not lock out its Employees covered by this Agreement. The Union expressly agrees not to strike or in any other manner stop or hinder work covered by this Agreement. It is agreed that under no circumstances shall there be strikes, lockouts, or work stoppages, both parties agreeing to settle any question or dispute that may arise from any of the parties hereto by submitting same for determination as herein provided, with the express agreement that the parties hereto will honor, obey, be bound by and carry out such decision or determination upon any question or dispute which may be submitted.

The Union will not call or sanction any strike or concerted stoppage during the term of this Agreement except for:

(1) the Employer's refusal to submit a matter to arbitration, pursuant to the arbitration clause of this Agreement,

(2) the Employer's failure to comply with any decision of any Board of Arbitration established hereunder within twenty (20) working days after such decision, unless appealed to a court of competent jurisdiction which grants a stay, and,

(3) any other reason explicitly provided for in this Agreement.

Section 3 - Procedures of Grievance - Arbitration

For the purpose of settling disputes between the parties hereto as to any claims or violation of this Agreement, or of any dispute or breach that may arise in connection therewith, or for construing the terms and provisions thereof, the following procedure is established:

(a) Either party may advise the other of an alleged grievance, in writing, and the party alleging the grievance may call for a meeting to be held not less than 24 hours after receipt of the grievance notice, at a place designated by the party calling the grievance. The Board deciding the grievance shall consist of two (2) representatives of each party. No member of the Board may be a member of the Local Union or Employer involved in the grievance. Both parties to the grievance shall be given full opportunity to be heard and present witnesses. The grievance shall be resolved by majority decision. At each grievance hearing, if an impasse is reached, one of the arbitrators listed below will be chosen by random selection to hear the grievance should it reach the arbitration stage. If the grievance is not resolved within 72 hours of notification thereof, as set forth above, or if the agreement reached is not complied with by the guilty party within 24 hours after notification of the agreement, either party may proceed to arbitration immediately.

(b) Any grievance not resolved pursuant to (a) above, shall be submitted to arbitration before following the four arbitrators, who shall be chosen by random selection:

1) Herbert Habber 2) Roger H. Madon

3) Joseph Doyle 4) Johnathan H. Liebowitz

The arbitrator shall conduct a hearing in such manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. The arbitrator shall have the right to conduct an ex parte hearing in the event of the failure of either party to be present at the time and place designated for the arbitration, and shall have the power to render a decision based on the testimony before him at such hearing. The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered. The costs of arbitration, including the arbitrator's fee, shall be borne equally by the General Contractors Association and the Union. It is the intent of the parties hereto that all disputes between them, both within and outside of the Agreement, shall be submitted to arbitration, as provided herein, and that no defense to prevent the holding of the arbitration shall be permitted. Service of any document or notice referred to above, or service of any notice required by law in connection with arbitration proceedings, may be made by registered or certified mail. Service upon the Employer shall be made on the individual Employer and the General Contractors Association.

(c) This Article is not, in any manner, meant to prohibit or restrict the Union's right to strike or withhold services upon the expiration of this Agreement or any

extension hereof or under the terms and conditions set forth in Article XI, Section 5 hereof.

Section 4 - Status Quo

Until a decision shall have been rendered, neither party shall take any action of any character as to the complaint, statement or matter in question.

ARTICLE VI

Jurisdictional Disputes

Section 1 - Scope

(a) The Employers bound by this Agreement recognize the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America. Both sides are bound by the decisions of the New York Plan for the Settlement of Jurisdictional Disputes and of the National Joint Board for the Settlement of Jurisdictional Disputes prior to July 1, 1975.

(b) The District Council and the G.C.A. will endeavor to establish a Jurisdictional Panel.

Section 2 - No Work Stoppage

It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question in dispute shall be submitted by the trades to the Panel, as provided in Section 1 (b), for settlement of jurisdictional disputes for decision.

ARTICLE VII

Other Union Agreements

It is agreed that the Union and the Employer will carry out this Agreement in all details, regardless of whatever conditions and wages exist for members of any other Local Union, whether or not employed in Heavy Construction Work.

ARTICLE VIII

Heavy Construction Work - Employees Covered

Section 1 - Heavy Construction Work

Heavy Construction Work, where referred to in this Agreement, is hereby defined as the Construction of Engineering Structures and Building Foundations, exclusive of the Erection of Building Superstructures since this latter work is agreed to be a separate and distinct branch of the Construction Industry.

Section 2 - Employees Covered

This Agreement is applicable to qualified Journeyman Carpenter, Journeyman Carpenter Foreman, and Carpenter Apprentice, 1st, 2nd, 3rd and 4th year who are employed under the classifications as set forth in Article IX, Section 6 of the Agreement.

Without limiting the work traditionally done by the employees under this Agreement, the following shall be work specifically within the scope of the carpenter's jurisdiction:

All form fabrication including shoring and bracing and erection for footings, walls, columns, pilasters, soffits, spandrels, and perimeter forms for slab on ground; all construction joints, bulkheads, water stops, and expansion joint material; the setting of all inserts, sleeves; the

setting of all boxes and penetration in all slabs, walls or columns; the millwork in connection with fabrication of all concrete forms, whether made of wood or steel or any other composition.

The making and setting of all trusses, the fabrication and building of all wood bridges, the making of all templates, batter boards, and stakes; the rigging, setting and signaling of all gang forms and stripping of same; all sidewalk vaults.

All work on inland foundations from and below the top elevation level of the column base.

The laying out of all work installed by Carpenters; the use of any tool or instrument to do or perform any function related to the jurisdiction of the Brotherhood.

The millwork for any and all form work; the setting of all construction joints, whatever materials used, in all concrete pours.

On road work, the making and setting of traffic barriers and protection barriers, the setting of all footing forms, curbing forms other than in streets and wall forms, in fact, all forms that are to contain concrete; all anchor bolts and expansion joints, in fact, all embedded items set in the concrete; the fabrication and installation of all reflectors and signs, whatever material is used; all temporary walks and all protection work.

The installation of any and all form lining material, such as Knob-loc.

Plant work, as defined; the erection of all fences; the erection of all shanties, offices, or any other temporary buildings; the fabrication of all benches, horses, platforms for use by the Carpenters and any other trades.

All the above in accordance with existing jurisdictional precedents in the area.

ARTICLE IX

Hours - Wages - Conditions

Section 1 - Hours of Work

(a) Eight (8) hours shall constitute a day's work. Forty (40) hours shall constitute a week's work. Any failure to work these hours gives the Employer the right to pay only for hours actually worked and the Employer may deduct from the Employee's wages and fringes the value of the time period not worked less than eight (8) hours.

(b) At the commencement of employment a Carpenter Foreman, Apprentice 1st year, Apprentice 2nd year, Trainee 1st year, and Trainee 2nd year will be paid for days actually worked in the payroll week. At the termination of employment, said Employees will be paid for days actually worked in the payroll week. If any of said Employees is laid off from his work assignment and rehired within five (5) consecutive working days for the same work assignment, said Employee shall be paid for the actual working days for which he was not employed, if he was not employed by another Employer during the layoff period. During the course of continuous employment on a project said Employees shall be paid on a weekly basis, except for project shutdowns, and shall not receive holiday pay as an addition to their weekly pay unless worked. All other Employees covered by this Agreement shall be employed on a daily or hourly basis.

(c) The Journeyman Carpenter Foreman shall be paid at least Two Dollars and Fifty Cents ($2.50) per hour more than the Journeyman Carpenter.

Section 2 - Shifts

(a) A single shift shall be a continuous nine (9) hours, starting at 8:00 A.M., except when necessary to conform with the provisions of this Article IX, Section 7, Subdivision (a), including one (1) hour for mealtime. The mealtime may be curtailed by one-half (1/2) hour.

(b) When two (2) shifts are employed, the work period for each shift shall be a continuous eight (8) hours.

Effective July 1, 1997, when two shifts are employed, each shift shall be eight and one-half hours with one-half (1/2) hour for lunch.

(c) When three (3) shifts are employed, each shift will work seven and one-half (7-1/2) hours but will be paid for eight (8) hours, since only one-half (1/2) hour is allowed for mealtime.

(d) When two (2) or more shifts of Carpenters, are employed, single time will be paid for each shift.

(e) A week shall start at 8:00 A.M. Monday and end at 8:00 A.M. Saturday, except when necessary to conform with the provisions of this Article IX, Section 7, Subdivision (a).

Section 3 - Payment of Wages

All wages payable under this Agreement shall become due and be paid on the job every week and not more than three (3) days pay shall be held back. Wages shall be paid at the Employer's option either in cash or by check provided:

(a) The check is a Todd Insured ABC System Payroll Check or similar type of check, and the delivery of the checks shall be made at least one (1) day preceding a banking day;

(b) The Employer has complied with the provisions of Article XII relating to Bonding.

If for any reason the Employer terminates the services of any Employee working under this Agreement, the accrued wages of that Employee shall be paid to him at the time of termination of his employment, otherwise waiting time shall be charged for the accrued wages. If any Employee shall, of his own volition, leave the services of his Employer, then his Employer may retain his wages until the next regular pay day.

Should an Employee be required to wait for his pay after the hours specified in Article IX, Sections 1, 2 and 3, except for reasons beyond the Employer's control, then in addition, the Employee shall receive time and one half for the first two (2) hours of waiting on pay day or lay off and single time for any additional waiting time, except for Saturday, Sunday or holidays. However, such waiting time shall not exceed sixteen (16) hours. An Employee claiming said waiting time shall be required to show proof that he was actually present on the job during the waiting time claimed.

Section 4 - Overtime - Flexible Lunch - Job Steward Hours

(a) Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, for all work performed in excess of forty (40) hours per week, and for all work performed on Saturdays. Sundays and holidays shall be at the double time rate, except when being performed under Article IX, Section 2, Shifts.

(b) Flexible Lunch Hour

A flexible lunch may be taken for an employee or group of employees according to the following schedule:

11:30AM to 12:00 Noon

12:00 Noon to 12:30 PM

12:30 P.M to 1:00 PM

(c) Job Steward

On variable shift jobs, the Steward is to work eight (8) hours.

Section 5 - Holidays

(a) Holidays shall be observed in accordance with the New York State Law and shall be as follows:

New Year's Day	Columbus Day
President's Day (3rd Monday in February)	Election Day (in a Presidential Election Year only)
Memorial Day (Decoration Day)	Thanksgiving Day
Independence Day (4th of July)	Christmas Day
Labor Day	

If an Employee does not work on said holiday he shall receive no pay for said day. If an Employee works on said holiday he will be paid only the double time rate. When work is performed in an area outside of New York City, conditions as to holidays shall prevail, except that provisions of this paragraph herein shall be operative within the jurisdictional territory of the Union.

(b) Where the workday ends at 8:00 A.M. on a Saturday, Sunday, or holiday, the Employer may, at its discretion, define Saturday, Sunday, or holiday, as beginning at 8:00 A.M. of the Saturday, Sunday, or holiday, and continuing until 8:00 A.M. of the following day, except when necessary to conform to the provision of Article IX, Section 7, Subdivision (a).

Section 6 - Work Classification - Wages - Total Fringes

(a) Wage rates and fringe benefits contributions within the bargaining unit shall be determined and/or reallocated by the union at its sole discretion, in conjunction with the fund trustees.

(b) The rate of wages with total fringes to be paid Employees covered by this agreement shall be as follows:

1. CARPENTER - FOREMAN:

Effective Date:	7/1/96	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Hourly Wage	$30.95					
Fringe Benefits	$19.13	+$1.39	+$1.39	+$3.00	+$3.00	+$0.92
Total Wage & Fringe Benefits	$50.08	$51.47	$52.86	$55.86	$58.86	$59.78
H.C.I.F.	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25

2. CARPENTER - JOURNEYMAN:

Effective Date:	7/1/96	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Hourly Wage	$28.45					
Fringe Benefits	$19.13	+$1.39	+$1.39	+$3.00	+$3.00	+$0.92
Total Wage & Fringe Benefits	$47.58	$48.97	$50.36	$53.36	$56.36	$57.28
H.C.I.F.	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25

APPRENTICES

Apprentice wage increases may be deferred for reasons determined by the Joint Apprenticeship Committee or its training director by written notice to the Employer. Wages for apprentices are determined at percentage of Journeyman's rate

3. FOURTH YEAR CARPENTER APPRENTICE & NEW YORK PLAN TRAINEE (80%)

Effective Date:	7/1/96	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Hourly Wage	$23.15					
Fringe Benefits	$12.79					
Total Wage & Fringe Benefits	$35.94					
H.C.I.F.	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25

4. THIRD YEAR CARPENTER APPRENTICE & NEW YORK PLAN TRAINEE (65%)

Effective Date:	7/1/96	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Hourly Wage	$18.75					
Fringe Benefits	$12.79					
Total Wage & Fringe Benefits	$31.54					
H.C.I.F.	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25

5. SECOND YEAR CARPENTER APPRENTICE & NEW YORK PLAN TRAINEE (50%)

Effective Date:	7/1/96	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Hourly Wage	$14.36					
Fringe Benefits	$12.79					
Total Wage & Fringe Benefits	$27.15					
H.C.I.F.	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25

6. FIRST YEAR CARPENTER APPRENTICE & NEW YORK PLAN TRAINEE (40%)

Effective Date:	7/1/96	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Hourly Wage	$11.42					
Fringe Benefits	$12.79					
Total Wage & Fringe Benefits	$24.21					
H.C.I.F.	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25

Section 7 - Conditions

(a) Varying Shift Commencement

A shift commencing Monday through Friday, shall begin two (2) hours before and two (2) hours after normal starting time, in one-half hour increments. In varying shifts the Employer may vary the shift of a Foreman and his entire crew, or part of his crew and such work shall be paid at the appropriate shift rate. It is also agreed that on tide work, a shift may commence at any time with the prior approval of the District Council.

(b) Off Shift

An Off Shift may commence between the hours of 5:00 P.M. and 10:00 P.M. and shall work for eight and one-half (8-1/2) continuous hours allowing for one-half (1/2) hour for lunch.

The rate of pay shall be nine (9) hours pay including benefits at the straight time rate for eight (8) hours work.

(c) Storage of Tools and Clothing

The Employer shall provide a suitable shed or room of sufficient size for the Carpenter's tools and clothing when the project is operating and Employees covered by this Agreement are employed on the project. Said room or shed

shall not be used for the storage of any other materials. The Steward or Foreman shall be furnished a key for said storage facility, and the Employees will store therein all tools not actually being used by them. These requirements shall not apply whenever less than four (4) Journeymen- Carpenters are employed on any job under a single contract, however, adequate facilities whether mutual or otherwise shall be provided for said Journeymen.

If an Employee covered by this Agreement is storing his tools and/or clothing in said storage facility, the Employer shall be responsible for the loss of said tools and/or clothing due to fire, flood or theft but only if the Employee has previously filed with the Employer a list of the tools he has brought to the job. The Employer's liability shall be limited to a sum not to exceed:

Tools	$300.00	($250.00 on concrete work)
Overcoat	$100.00	
Clothing	$100.00	
Shoes	$ 50.00	

Upon submission of appropriate proof of loss to the Employer following the acceptance of said submission, the Employee shall be paid for said loss. Payment shall be made within fourteen (14) working days of receipt of the proof of loss. If proof of loss is not accepted by the Employer, it shall be submitted within forty-eight (48) hours thereafter for final determination jointly to the Director of Labor Relations of the G.C.A. and the Union.

(d) Sharpening of Tools

Employees' tools which become dulled on the job shall be reconditioned at the expense of the Employer by an Employee covered under this Agreement.

(e) Timekeeping Devices

Employees shall not be required to pick up or operate any timekeeping devices, except during the normal work shift.

(f) Job Injury - Medical Attention

There shall be no reduction in a day's wages to any Employee on the day of injury when medical attention is required to said Employee while working on the Employer's job, provided the Employee submits a note from the doctor or clinic stating that the Employee cannot work that day.

(g) Apprentice Manning

Where five (5) or fewer Carpenters are employed, no more than one of them may be an Apprentice. However, where more than six (6) Carpenters are employed, at least one shall be an Apprentice and for every six (6) additional Carpenters employed at least one (1) additional Apprentice shall be employed.

(h) Welder-Burner

Each Welder and Burner shall be licensed in accordance with applicable laws, and present said license to his Employer when requested.

(i) Intoxicating Beverages

The consumption of intoxicating beverages or use of drugs on a jobsite is prohibited. Violation of this rule, after due warning is sufficient reason for dismissal.

(j) Drug Testing Clause

The Employer and the Union agree that when required by the contract of any City, State, Federal and/or Quasi Public Agency or Utility Company to test the Employees covered by this agreement for Drugs and/or Alcohol abuse, they shall comply.

(k) Saturday Make-up

When conditions beyond the control of the Employer, such as severe weather, wide spread power failure, fire, natural disaster, etc., prevent the operation of the job on one or more normal working days, the Employer may, with notification to the Union, schedule the Saturday of that calendar week during which work was prevented, as a make-up day at straight time. All hours worked in excess of the normal work day shall be paid for at the rate of time and one-half. When a holiday falls on a Saturday, then the make-up day rate shall be doubletime. In order to utilize a Saturday as a make-up day, the Employer must declare a regular work day "terminated", for one of the reasons listed above, no later than 10:00 A.M. of the day terminated, and must notify the Union of its desire to work a make-up day by noon of the day preceding the make-up day. Employees employed by the Employer on the day so "terminated" shall have the right of first refusal to work on the make-up Saturday, but said Employees shall also have the right to decline work on a make-up Saturday, without any penalty. If men are needed to work a make-up Saturday, other than those already working on the job, the Employer shall call

the District Council for men before employing men secured from any other source.

ARTICLE X

Intent of Agreement - Subcontractors - Lists

Section 1 - Spirit of Agreement

This Agreement and all of its terms and provisions are predicated on an effort and a spirit of bringing about more equitable conditions in the Construction Industry, and the language herein shall not be misconstrued to evade the principles or intent of this Agreement.

Section 2 - Binding Subcontractors and Other Firms

(a) The terms, covenants and conditions of this Agreement shall be binding upon all subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employer.

The Employer will only award on site subcontracts necessitating employment of Employees covered by this Agreement to subcontractors who are under agreement or are willing to enter into agreement with the Union.

The Employer will violate this Agreement if it willfully neglects to notify the Union in writing by certified mail or hand delivery to the offices of the District Council within thirty (30) days after an award of a subcontract necessitating employment of Employees covered by this Agreement.

The Employer will not sublet to another Contractor the safety protection of openings and stairways. This does not include the planking or other protection of openings in concrete arches during the form work stage until the time of

stripping; nor does it include a restriction on the subletting of sidewalk bridge construction or maintenance. Nothing in this Agreement will forbid the Employer which has an agreement with the New York District Council of Carpenters from hiring on its payroll on a temporary basis, Carpenters who may be performing work for other Contractors on the same jobsite, or to perform protection work on a time-and-material basis.

(b) This Agreement shall be binding on the Employer, its successors and/or assigns as well as any firm, be it corporation, partnership or joint venture, which the Employer, its successors and/or assigns, has, or acquires, a financial interest in.

(c) At least five (5) working days prior to the inception of any job where the contract for carpentry work is $1,000,000 or more, the Employer shall contact the Union to arrange a conference on the jobsite to discuss work assignment and the application of this Agreement to the particular job.

Section 3 - Lists

(a) The Union shall furnish monthly a list of Employers who are in default on the payment of wages and/or contributions to all Funds listed in Article XI; said list will be mailed to the Director of Labor Relations of the G.C.A.

(b) The parties acknowledge that the G.C.A. has provided the Union with a list of its members and other Employers and a notarized affidavit from each Employer who has designated the G.C.A. as its bargaining agent, and who has agreed to be bound by the terms and conditions of this collective bargaining agreement prior to the commencement of the negotiations which have resulted in this

Agreement. The G.C.A. acknowledges its representatives status of its Employer-members and any service on it shall constitute service on its Employer-members. All Employer-members who have given their assent to be bound to this Agreement shall be bound during its entire term. Employers who have not agreed to be bound by this Agreement may become signatories upon written request by the G.C.A. and upon written approval of the Union.

ARTICLE XI

Fringe Benefit Funds

Section 1 - Funds - Contributions - Collection

The Employer shall pay the amounts indicated herein, for Employees covered by this Agreement, and employed within the jurisdictional territory of the Union into a United States treasury-approved:

The District Council of Carpenters of New York City & Vicinity

- -Welfare Fund (hereinafter "Welfare Fund")
- -Pension Fund (hereinafter "Pension Fund")
- -Vacation Fund (hereinafter "Vacation Fund")
- -Annuity Fund (hereinafter "Annuity Fund")
- -Apprenticeship, Journeyman Retraining, Education and Industry Fund (hereinafter "AJRE&I Fund")
- -Supplemental Fund (hereinafter "Supplemental Fund")
- -N.Y.C. and Vic L/M Coop Fund (hereinafter "NYDCC Fund")
- U.B.C. National Health & Safety, Apprenticeship Training and Education and Development Fund (hereinafter "U.B.C.&J.A. Fund")

All hereinafter collectively "Fringe Benefit Funds" each Fund to be administered by Trustees, one-half of whom shall be designated by the Union and one-half by the Employers.

The Employer is bound by all the terms and conditions of the Agreement and Declaration of Trust with respect to each of the Fringe Benefit Funds, which Agreement and Declaration of Trust are hereby made part of this Agreement and shall be considered as incorporated herein.

The Employer shall pay all required fringe benefits by stamp. The following contributions shall be paid for hours worked but not on the premium portion of the overtime rate:

Effective Date	7/1/96	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Welfare Fund	$ 7.24					
Pension Fund	$ 3.09					
Annuity Fund	$ 4.00					
AJREIF	$ 0.50					
Vacation Fund	$ 4.10					
Supplemental Funds	$ 0.04					
NYCDCC Fund	$ 0.10					
UBC&JA Fund	$ 0.06					
TOTAL	$19.13					
H.C.I.F	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25

All Apprentices and Trainees shall receive fifty percent (50%) of the Pension, Annuity, and Vacation contributions in accordance with the following schedule.

Effective Date	7/1/96	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Welfare Fund	$ 6.58					
Pension Fund	$ 1.55					
Annuity Fund	$ 2.00					
AJREIF Per Hour	$ 0.41					
Vacation Fund	$ 2.05					
Supplemental Funds	$ 0.04					
NYCDCC Fund	$ 0.10					
UBC&JA Fund	$ 0.06					
TOTAL	$12.79					
H.C.I.F	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25

In the case of Foreman, General Foreman and Apprentices contributions shall be made to the Fringe Benefit Funds on the basis of hours for which said Employee is actually paid, regardless of whether said hours are actually worked. This provision does not apply to Bonus, Vacation or Sick Pay paid voluntarily to said Employee.

A stamp plan has been established which provides for the payment of contributions to the Welfare, Pension, Vacation, Annuity, A.J.R.E.I.F., Supplemental Funds, NYCDCC Fund, UBC&JA Funds, and the Heavy Construction Industry Fund through a consolidated stamp. The Employer will comply with procedures established by the Benefit Fund Trustees to assure that the employee receives the consolidated stamp together with his/her pay. The stamps shall be purchased through facilities established by the Bank of New York or such other agencies authorized by the Trustees.

Section 2 - Welfare Fund - New York State Disability

The Welfare Fund shall provide, without further contributions from either the Employer or the Employee, an approved plan of coverage as required by the New York State Disability Benefits Law.

Section 3 - Coverage of Additional Employees Under the Welfare and Pension Plan

Every present and future salaried regular employee of the Union, the Welfare Fund, and the Pension Fund may participate in the benefits provided herein for Employees of each Employer for whose benefit the aforementioned contributions are made to the Welfare Fund and Pension Fund, provided that contributions at the rate herein before stated are made to the Welfare Fund and Pension Fund for or on behalf of said Employees of the Union, the Welfare Fund, and the Pension Fund by the respective Employers of said Employees.

Section 4- Liability for Subcontractors

If the Union has furnished the Employer with the list specified in Article X, Section 3, Subdivision (a), and one of its subcontractors appears on said list as being in default of payment to respective Fringe Benefit Funds provided for herein, then the Employer shall be liable to said Funds for any unpaid contributions accruing to said listed subcontractor solely while said subcontractor is on the project under subcontract with said Employer. The Employer's liability commences on the date said list is furnished. The Employer will only be liable for the unpaid contribution, and in no event shall an Employer be liable for any of the listed liquidated damages, interests, costs or fees for which its subcontractor may be liable.

Section 5 - Work Stoppage for Default in Fringe Benefit Funds Contributions

Whenever an Employer is in default on payments to the Fringe Benefit Funds and reasonable notice of such default is given to the Employer, the Union may remove the Employees from the work of said Employer. If said Employees who are removed remain at the work site during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

Section 6 - Liquidated Damages

(a) In the event the Employer fails to make contributions to the Fringe Benefit Funds as specified in Article XI Section 1 herein, the Employer shall be obligated to pay to said Fringe Benefit Funds as liquidated damages as provided for in the Agreement and Declaration of Trust establishing such Fund.

(b) If an audit is required of the Employer's books and records and there is established an unpaid balance in contributions to the Fringe Benefit Funds and

said unpaid balance is not paid within thirty (30) days of notification to the Employer, then in addition to the costs as set forth in (a) above, as additional liquidated damages the Employer shall be obligated to pay to said Fringe Benefit Funds five (5) percent of the unpaid contributions.

(c) If thereafter, in the sole discretion of the Trustees, the matter is referred to legal counsel for collection, then in addition to the costs set forth in (a) and (b) above, the Employer shall be obligated to pay to said Fringe Benefit Funds five (5) percent of the unpaid contributions as attorney's fees.

(d) It is understood that the above liquidated damages are cumulative.

(e) In no event shall an Employer be liable for any of the above listed liquidated damages, interests, costs or fees for which its subcontractor may be liable.

(f) In the event that formal proceedings are instituted before a court of competent jurisdiction by the trustees of a Benefit Fund or Funds to collect delinquent contributions to such Fund(s), and if such court renders a judgment in favor of such Fund(s), the Employer shall pay to such Fund(s), in accordance with the judgment of the court, and in lieu of any other liquidated damages, costs, attorney's fees and/or interest, the following:

(a) the unpaid contributions; plus

(b) interest on the unpaid contributions determined at the prime rate of Citibank plus 2%; plus

(c) an amount equal to the greater of --

(1) the amount of the interest charges on

the unpaid contributions as determined in (b) above, or

(2) liquidated damages of 20% of the amount of the unpaid contributions; plus

(d) reasonable attorney's fees and costs of the action; and

(e) such other legal or equitable relief as the court deems appropriate.

(g) In the event that proceedings are instituted before an arbitrator under this Agreement to collect delinquent contributions to a Benefit Fund or Funds, and such arbitrator shall be empowered to award such interest, liquidated damages, and/or costs as may be applicable under the Agreement and Declaration of Trust establishing such Fund(s).

Section 7 - Auditing

Seven (7) days after a written request for audit is received the Employer shall make available records consisting of wage payments and contributions to the Fringe Benefit Funds and said records shall include time cards, Foreman's cards, time sheets, payroll sheets, payroll checks and cash disbursement records pertaining to said job(s). If an Auditor for the Fringe Benefit Funds schedules an appointment in writing with an Employer, and the Employer confirms said appointment in writing, and the Auditor is prevented by the Employer from commencing his audit on the agreed upon date, the Employer will be liable to the above mentioned Funds for $100.00 due to the delay.

Section 8 - Supplemental Fund

The Employer contribution commencing July 1, 1996 shall be in the amount of four cents ($0.04) per hour for all hours worked, but no contribution shall be made on the premium portion of the overtime rate.

Said contribution shall be allocated in the following manner:

The Carpenters Relief & Charity Fund - two and one-half cents ($0.025) per hour

Scholarship Fund - one and one-half cents ($0.015) per hour

The Supplemental Fund shall be established in accordance with applicable law, and any Employee authorization that is required shall be secured by the Union.

Relief and Charity Fund

The purpose of the Carpenters Relief and Charity Fund is to enable the parties to make charitable donations in the name of the carpentry industry from time to time. Said donations shall be made to duly recognized tax exempt institutions within the meaning of the Internal Revenue Code and to provide emergency assistance to bona fide victims of disaster, catastrophe and community projects for the good of the general public. The contributions shall be included in the payment of the Fringe Benefit Stamp. The Fund shall be administered by two persons, one designated by the Union and the other by the Association. Both shall serve without pay and shall be bonded to the extent required by law. All moneys received by the Fund shall be deposited in a bank selected by the two administrators and shall be disbursed only by check signed by both administrators. At least once a year the entire balance of the Fund on hand shall be disbursed to organizations and persons who meet the qualifications set forth above. The administrators shall

keep such books of record as may be necessary. Once a year the administrators shall account for all moneys received and disbursed.

Section 9 - N.Y.C. and Vic L/M Coop. Fund

Effective July 1, 1996 the parties to this agreement recognize the N.Y.C. and Vic L/M Coop Fund. The Committee will be funded by contributions of ten cents ($0.10) per hour worked through the Trusts Funds Stamp Plan. Said contributions shall be made in accordance with all applicable Federal and State Laws pertaining thereto.

If any of the above allocations are determined, in the opinion of counsel, legally improper, then in that event said allocation may be reallocated by the union to a presently existing Fringe Benefit Fund or to another fund to be established by the Union and the Employer.

The Employer and the union acknowledge that they are represented by their duly designated trustees to administer the various Fringe Benefit Trust Funds provided for in this contract. Because of the various liabilities and responsibilities placed upon all parties to this agreement, including all contractors and union representatives and their respectively designated trustees, each contractor hereby agrees that the Fringe Benefit Fund Trustees shall have the necessary powers to fulfill their fiduciary obligations in order to fully protect each employer signed to this agreement and their employee-beneficiaries under the respective fund plans.

Section 10 - UBC National Health and Safety, Apprenticeship Training and Education and Development Funds

In addition to any contributions called for herein, the parties agree that the Employer shall make a contribution of two cents ($0.02) per hour worked for each Employee covered by this agreement to the United Brotherhood of Carpenters and Joiners Apprenticeship & Training Fund of North America (the "Training Fund"). The parties also agree that the Employer shall make a

contribution of two cents ($0.02) per hour worked for each Employee covered by this agreement to the United Brotherhood of Carpenters and Joiners Health and Safety Fund of North America (the " Health and Safety Fund"). The parties agree that the Employer shall make a contribution of two cents ($0.02) per hour worked for each Employee covered to the United Brotherhood of Carpenters and Joiners Labor-Management Education and Development Fund. The Employer hereby agrees to be bound by the trust indenture agreement applicable to the U.B.C. Health & Safety, Apprenticeship Training and Education and Development Funds as they exist and as they might be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts.

Section 11 - Arbitration

Should any dispute or disagreement arise between the parties hereto, or between the Union and any Employer-member signatory hereto, concerning any claim arising from payments to the Fund of principal and/or interest which is allegedly due, either party may seek arbitration of the dispute before the impartial arbitrator designated hereunder by filing a notice of intent to arbitrate, in writing, with said impartial arbitrator and serving a copy of said notice on the Association and Employer or the Union, as the case may be, and in a manner permitted by law. Unless a waiver is mutually agreed to, in writing, by the parties hereto, a hearing shall be convened within twenty (20) days of submission and the arbitrator shall submit his award within twenty (20) days of the close of the hearing. The arbitrator shall have full and complete authority to decide any and all issues raised by the submission and to award appropriate damages. The arbitrator's award in this regard shall be final and binding upon the parties hereto and the individual Employer, if any, and shall be wholly enforceable in any court of competent jurisdiction.

The cost of the arbitration, including the fees to be paid to the arbitrator, shall be included in the award and shall be borne by the losing party.

Roger Maher, Esq., Robert Herdoz, Esq. or Joseph Lipowski, Esq. is hereby designated as impartial arbitrator hereunder. In the event Roger Maher, Robert Herdoz or Joseph Lipowski is unwilling or unable to serve as impartial arbitrator, the New York State Board of Mediation shall designate an impartial arbitrator to serve in his place and stead.

The agreement of the parties to submit said matters regarding the payment of contributions to an arbitrator does not excuse an Employer from any statutory, civil or criminal liability which may attach to his actions under Municipal, State or Federal law. The submission of a matter to arbitration is in no way meant to affect the right of the Union to remove its members from an Employer's premises, as provided for in this Agreement.

ARTICLE XII

Surety Bond

Section 1

An Employer whose records have been audited by the Funds' Auditors and the most recent audit shows a material discrepancy is required to post a bond as set forth in Article XII, Section 2 of this agreement.

A new Employer whose records have never been audited by the Funds' auditors shall be required to post a bond as set forth in this Article XII, Section 2. A new Employer upon completion of an audit by the Funds' Auditors, and said audit reveals no material delinquencies, shall not be required to continue to post a bond.

An Employer affiliated by common ownership with a contributing Employer shall not be deemed to be a new employer for the purpose of this clause.

Section 2

Those Employers covered by this Agreement who are required to post a bond shall provide a Surety Bond in the following amounts:

an Employer employing 1 to 5 Employees	$ 5,000
an Employer employing 6 to 10 Employees	$ 10,000
an Employer employing 11 to 15 Employees	$ 15,000
an Employer employing 16 to 25 Employees	$ 25,000
an Employer employing 26 to 50 Employees	$ 50,000
an Employer employing 51 and over Employees	$100,000

ARTICLE XIII

New York State

The Employer agrees that if it performs any service or work described in the Trade Agreements of the Local County Carpenter Union, within the geographic jurisdiction of the state, it shall be bound by all the terms and conditions of the Trade Agreement applicable to the location where said service or work is being performed for the period of time that said service or work is being performed in said location in the same manner as if it were a direct signatory to the applicable Trade Agreement, provided the Union furnishes to the G.C.A. said Trade Agreement for review.

ARTICLE XIV

Heavy Construction Industry Fund

Heavy Construction Industry Fund

In order to adequately protect the Heavy Construction Industry and in the interests of the Employees in the industry, each Employer shall contribute to the Heavy Construction Industry Fund twenty-five cents ($0.25) effective January 1, 1994, applied only to the straight time payroll of each Employee. No contributions shall be made to this Fund on the premium portion of the overtime of the payroll of the Employees covered by this Agreement.

This Fund is designed for, but not limited to, the following purposes: 1) to increase employment opportunities through promotional activities which will increase the use of the Industry and its Employees covered under this Agreement; 2) to acquaint Employers and Employees with the most efficient safety regulations for the safety of the Employees as well as the training of Employees in first aid and other safety programs; 3) to provide financial aid, guidance and assistance to the New York Plan for Training to assist the training of minorities and women for employment in the Industry in conformity with various governmental regulations; 4) to conduct educational research directed at the utilization of new and safer machines and equipment for the protection of Employees covered under this Agreement; 5) to provide and assure equitable Industry labor relations through established Grievance Panels and Arbitrations for the expeditious and equitable hearings of the grievances of Employees and Employers covered herein; 6) to assist in defraying the costs of the time spent by trustees representing management in connection with their work for and attendance at trustee meetings of the Benefit Funds in behalf of and for the

benefit of the Employees covered herein and 7) for the administrative costs in supervising and administering the above in behalf of this Fund.

Payment to this Fund shall be included in the consolidated stamp. The bank servicing the Benefit Funds shall deliver all such contributions to the Heavy Construction Industry Fund after verifying that the amount of each such contribution has been correctly computed by the Employer. All costs for clerical, legal and administrative services will be borne by the Heavy Construction Industry Fund. The Fund agrees to indemnify and to hold harmless the Union from any and all claims, actions and/or proceedings arising out of said Fund. There shall be no commingling of the check with funds of the Union. The parties are authorized to adopt other procedures to implement the collection of this contribution.

Each Employer voluntarily authorizes the collection of the contribution per hour to this Fund and each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust of the Heavy Construction Industry Fund and by all By-Laws adopted to regulate said Fund.

ARTICLE XV

Legality

Any provision of this Agreement which provides for Union security or Employment in a manner and to an extent prohibited by any law or the determination of any governmental board or agency, shall be and hereby is of no force or effect during the term of any such prohibition. It is understood and agreed, however, that if any of the provisions which are hereby declared to be of no force or effect because of restrictions imposed by law is, or are, determined either by Act of Congress or other legislative enactment or by a decision of the court of highest recourse to be

legal or permissible, then any such provisions shall immediately become and remain effective during the remainder of the term of this Agreement. In the event that there shall be changes in applicable laws as to Union security, the parties shall negotiate any provisions concerning Union security.

In the event that any provision of this Agreement shall be declared to be in violation of law, the remaining provisions of this Agreement shall continue in full force and effect.

THE DISTRICT COUNCIL OF CARPENTERS OF NEW YORK CITY AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFFILIATED WITH THE AFL-CIO.

(212) 815-1000 (DC37)

By Douglas J. Ramez
Authorized Signature of the District Council

FOR AND ON BEHALF OF, AND AUTHORIZED BY THE MEMBERS OF THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC., AND OTHER EMPLOYERS WHO HAVE APPOINTED THE GENERAL CONTRACTORS ASSOCIATION OF NEW YORK, INC. AS THEIR COLLECTIVE BARGAINING AGENT, WHOSE NAMES ARE ATTACHED HERETO IN EXHIBIT I.

By Theodore E. King
Theodore E. King
Director of Labor Relations