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Title: **Philadelphia Exposition Service Contractors Association and Metropolitan Regional Council of Philadelphia & Vicinity, United Brotherhood of Carpenters & Joiners of America (2001)**

K#: **8088**

Employer Name: **Philadelphia Exposition Service Contractors Association**

Location: **PA, DE, MD**

Union: **United Brotherhood of Carpenters & Joiners of America**

Local: **Metropolitan Regional Council of Philadelphia & Vicinity**

SIC: **1751**

NAICS: **23813**

Sector: **P**

Number of Workers: **4500**

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K 8088  
4,500 workers  
41 pp

# **AGREEMENT**

*between the*

**PHILADELPHIA EXPOSITION SERVICE  
CONTRACTORS ASSOCIATION**

*and the*

**METROPOLITAN REGIONAL COUNCIL  
of PHILADELPHIA and VICINITY**

**UNITED BROTHERHOOD of  
CARPENTERS and JOINERS  
of AMERICA**

*for the*

**PENNSYLVANIA CONVENTION CENTER**

**Effective August 1, 2001**

**Through July 31, 2004**





• *Look for this Label on all Woodwork* •

**METROPOLITAN REGIONAL COUNCIL  
of  
PHILADELPHIA & VICINITY**

1803 Spring Garden Street  
Philadelphia, PA 19130  
(215) 569-1634  
Fax (215) 569-0263

**PHILADELPHIA EXPOSITION SERVICE  
CONTRACTORS ASSOCIATION**

c/o: Barbara T. Dubrow, Esq.  
Dilworth Paxon, LLP  
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Philadelphia, PA 19130  
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**PENNSYLVANIA CONVENTION CENTER**

#1 Convention Center Place  
1101 Arch Street  
Philadelphia, PA 19102  
(215) 418-4700  
Fax (215) 418-4823

# EXPOSITION SERVICE AGREEMENT

## - PURPOSES OF THIS AGREEMENT -

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

- a) To prevent strikes and lockouts.
- b) To facilitate peaceful adjustment of grievances and disputes between the Employer, Employee and Union.
- c) To 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) To enable the Employer to secure at all times sufficient forces of skilled workmen.
- e) To provide for the continuous employment of labor.
- f) To provide that employment hereunder shall be in accordance with the conditions and wages and fringe benefits herein agreed upon.
- g) To bring about stable conditions in the Exposition Service Industry.
- h) To keep costs of Exposition Service Work as low as possible consistent with fair wages and proper working conditions, as provided for herein.
- i) To continue the custom and practice heretofore prevailing for many years in Exposition Service Work of having an agreement as to the terms and conditions of employment, and as to the necessary procedure for amicable adjustments to all disputes or questions that may arise.

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**ARTICLE 1**  
**ARTICLES OF AGREEMENT**

(a) This Agreement shall be effective August 1, 2001 by and between the Philadelphia Exposition Service Contractors Association (hereinafter referred to as the "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 who have assigned bargaining rights to the Association (individually hereinafter referred to as the "Contractor" or "Employer"), and for any other Employer who is not a member of the Association but who agrees to be bound hereto by signing Exhibit D (Employer's Acceptance of Agreement) and the METROPOLITAN REGIONAL COUNCIL OF PHILADELPHIA AND VICINITY of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, (hereinafter referred to as the "Union" or the Council"), acting for and on behalf 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 State of Delaware, and the Eastern Shore of Maryland, and of their present and future members, and of other employees (as hereinafter defined) of the Employer.

(b) This agreement shall be binding upon both parties hereunto, as well as upon their respective principals, and upon the respective successors and assigns of said parties and their principals, for the period beginning August 1, 2001 and ending at Midnight of July 31, 2004 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.

(c) 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**

### **RECOGNITION**

The Association hereby recognizes the Union as the bargaining agent for its members and for the work described in Article 10, and on the behalf of itself and each of its member-employers who have assigned bargaining rights to the Association, is authorized to bargain on their behalf, in executing this Agreement, and agrees to work the hours, pay the wages (including payments to fringe benefit funds) and observe the working conditions established or agreed upon by the Union and the Association, in the respective area in which any of its work is performed, with respect to foremen and journeymen carpenters. The Union recognizes this Association of Contractors on behalf of its members for collective bargaining purposes. This Agreement applies but is not limited to all of the work described in Article 10 Work Jurisdiction which is performed at the Pennsylvania Convention Center, and at all other Exhibit Facilities in the geographical jurisdiction of the Council.

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 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 and normal work week shall consist of 40 hours from Monday to Friday, and the normal hours of work shall be eight (8) hours between 7:00 a.m. and 5:30 p.m. (interrupted by a meal period of one-half (½) hour).

Work Hours before 7:00 am and work hours after the first eight hours from Monday to Friday shall be paid at time and one-half. All Saturday work hours shall be paid at time and one-half the straight time rate of wages. All Sunday and Holiday work hours shall be paid at double time the wage rate.

On the first day of setting up the Show, when the first day occurs during the regular work week from Monday to Friday, the hours for that work day shall be from 6:00 am to 5:30 pm, with the first 8 hours paid at the straight time rate of wages. For work hours before 6:00 am and for work after the first eight hours, the wage rate will be time and one-half.

If the first Set-up Day occurs on a Saturday, all work hours shall be paid at time and a half.

If the first Set-up Day occurs on a Sunday or a Holiday, all work hours shall be paid at double time.

On the first day of the Show's closing, the first four hours of the work day shall be paid at the straight time rate of wages from Monday to Friday until 6:00 pm, at which time, one and one-half times the wage rate will be paid, and the work hours after the first four hours shall be paid at time and one-half.



If the first day of the Show's closing occurs on a Saturday, all work hours shall be paid at time and one-half.

If the first day of the Show's closing occurs on a Sunday or a Holiday, all work hours shall be paid at double time.

(b) Unless the Council or the Business Representative of the Union has given the employer permission for such work, no work shall be performed on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas, nor any Saturday or Sunday. The Wage rate for Sundays and holidays shall be double time and time and one-half for Saturdays.

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

(d) Any man called to work by a Contractor shall be guaranteed four hours work.

## **ARTICLE 4 WAGE RATES**

(a) The "straight time" wage rates for Journeyman Carpenters shall be as follows:

August 1, 2001 to July 31, 2002 .....	\$26.90	} Per Hour To Be Divided Between Wages and Fringes.
August 1, 2002 to July 31, 2003 .....	\$ 1.90	
August 1, 2003 to July 31, 2004 .....	\$ 1.95	

A Wage and Fringe Schedule is attached to this Agreement Booklet . . . as Exhibit "C".

(b) The minimum "straight time" rate of pay for the regular day shift hours for Foremen shall be not less than fifteen per cent (15 %) above the Journeymen Carpenters' wage rate.

(c) All employees shall be paid weekly, before quitting time and on the job site in cash; provided, however, that payment may be made by check in any case where an Employer posts a

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bond or cash in an amount sufficient to cover its payroll or the Council waives such bonding requirements 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 Saturday, Sundays and Holidays).

The foregoing provisions of Section (c) 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. In such cases, the matter will be dealt with in accordance with Article 14 (the grievance procedure).

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

(e) 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 16 (Health & Welfare Fund), Article 17 (Pension & Annuity Fund), Article 20 (Carpenters Construction Industry Committee), and Article 24 (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 should deem appropriate, provided only that such reallocation of fringe benefit contributions shall not substantially impair the financial or actuarial soundness of the affected Funds.

## **ARTICLE 5 EMPLOYER'S RIGHTS**

There shall not during the term of this Agreement be any restriction on the use of machinery or labor saving tools or equipment. There shall be no restrictions on the employer's choice of materials or design. Employees shall observe the Employer's regulations which are not inconsistent with this Agreement, and which are mutually agreed to and posted at the work site.

## **ARTICLE 6 LEGALITY**

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

## **ARTICLE 7 OUT OF TOWN EMPLOYMENT**

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

## **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 for setting up a show or for a tear-down shall be paid as outlined in Article 3 (a).

## **ARTICLE 9 TOOLS: STORAGE-LESS**

(a) The Employer shall provide a safe place for tools.

(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 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 while such tools or clothing are in the place designated by the Employer for storage; and provided further, that the Employer liability if no list is provided, shall be limited to not more than \$300.00 for any single loss or injury to tools, and not more than \$100.00 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 employee must supply a list if the Employer requests one.

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.

## **ARTICLE 10 WORK JURISDICTION**

(a) The Employer shall recognize the jurisdiction of the Union, and the parties hereto agree to be bound by the following work jurisdiction for all types of functions, such as, Trade Shows, Exhibits, Expositions, Decorating and Service Contracting at the Pennsylvania Convention Center, and at all other Exhibit Facilities in the Geographical Jurisdiction of the Council. The type of work shall include, but is not limited to:

1. Layout, mark floor and place Floor Numbers.
2. Installation of Drapery Work and removal of same, including but not limited to draping all areas for booths, special backwalls and closeoffs.
3. Topping and draping of Service Contractor's tables to be done on show site. Including risers.
4. Lay all aisle carpeting and booth carpets, including Exhibitor's carpet, and all other floorcovering and pick-up of exhibitor's carpet and all other floorcovering.
5. Sorting, distribution, installation and removal of all Contractor's signage. (Non-electrical).
6. Erecting screens, lighting and projection platforms for Trade Shows (not on a permanent stage).
7. Carpenters will perform all millwright functions such as uncrating and crating of machinery and other materials.
8. Installation of any decoration for shows.
9. Installation and removal of all banding and plastic wrapping of exhibitor's crates, boxes, machines and products and contractor's equipment.
10. All chocking of exhibit material and contractor's material.
11. All first time cleaning of exhibits and contractor's service counters and rental units.
12. Uncrating, unpacking, distribution to the final individual locations, set up, take down, repacking and recrating of all pegboards and posterboards.
13. All backwall drape and siderails shall be done on show site.

14. Set-up service desks.
15. Installing of electrical signs in booths.
16. Installation and dismantling of all exhibits and displays.
17. The handling, installation and removal of Registration counters, entrance units, and rental displays within the appropriate work area(s).
18. Platform & stage installations, and the work thereon.
19. All facilities installed to accommodate sporting events, pro or amateur.
20. Exhibitors may install and dismantle their own booths provided they use only one full-time employee in a 10' x 10' booth and two full-time employees in a 10' x 20' booth. Exhibitors may use their employees for two hours to install and for two hours to dismantle their booths. Where tools are required in the installation and dismantling of booths and where booths are larger than 10' x 20', Exhibitors shall use Carpenters.
21. Tents and other structures, inside and outside.
22. Outside crate protection.
23. Stand-By Labor at locations other than the Pennsylvania Convention Center shall be determined by the Employer. Stand-By Labor at the Pennsylvania Convention Center shall be at the minimum of four (4) hours pay per show day. In the absence of stand-by labor, should an Employer be found to have assigned bargaining unit work to individuals outside the bargaining unit, the Employer must compensate the Carpenters for the actual hours worked. It is expressly understood that this provision applies to a clear violation of work jurisdiction. It is also expressly understood that should another Union at the same show be permitted Stand-By, the Carpenters shall be provided the same. Continued and repeated violations of this provision

may result in the four (4) hour minimum being revoked for the affected Employer. Such an issue will be immediately referred to PESCA and the Carpenters for resolution.

24. Installation and removal of all protection work for booths, walls, ceilings, floors, etc., using masonite, visqueen, plywood or any other material.

(b) The Employer agrees that any work of the nature set forth in this Section of this Agreement, performed by or for the Employer, which is not outlined above, is and shall be assigned by the Employer to employees covered hereby and represented by the Council, and further agrees to recognize and observe the jurisdictional rights and claims of the United Brotherhood of Carpenters and Joiners of America, the Council, and employees represented by them, to such work as such rights and claims heretofore have been or hereafter may be determined.

(c) Notwithstanding any other provision of this Agreement, there shall be no strikes, slow downs or other disruptions of work arising from a jurisdictional dispute. In the event that the employer believes that such a strike, slow down or work stoppage violates this prohibition, the following procedure shall be applied:

1. The Employer shall notify the Council in writing of its belief that a violation of the prohibition contained in this subparagraph is occurring and shall request the Council to take appropriate steps to terminate such alleged violation.

2. In the event that the Council should fail to take appropriate action to terminate the violation or should assert that violation of this particular prohibition is not occurring, the Employer shall be entitled to initiate the procedure set forth hereinafter.

3. The following procedure shall be utilized by the parties to determine whether a violation of the prohibition of this paragraph is occurring and, if so, to promptly resolve such violation:

(a) The Employer shall notify Dr. Schwartz, or another mutually agreeable Arbitrator, that it believes that a violation of the prohibition of this subparagraph is occurring and shall request said Arbitrator to immediately convene an expedited arbitration hearing.

(b) Said hearing shall be held no later than forty-eight (48) hours after the Employer requests same.

(c) The sole and exclusive issue before the Arbitrator shall be whether a violation of the prohibition of this subparagraph is occurring. The parties recognize and agree that time is of the essence in conducting the hearing before the Arbitrator. Accordingly, no request for a postponement for any reason shall be considered by the Arbitrator. Additionally, while the parties are entitled to utilize counsel to conduct their respective cases before the Arbitrator, no briefs or other post-hearing submissions shall be considered by the Arbitrator.

(d) The Arbitrator shall render his decision within four (4) hours after the close of the hearing. The decision of the Arbitrator shall be final and binding on the issue of whether a violation of the prohibition of this subparagraph is occurring. The costs of the Arbitrator shall be split equally between the parties.

(e) In the event that the strike, slow down or work stoppage is determined to constitute a jurisdictional dispute and thereby violates the prohibition of this subparagraph, and the council should fail to terminate such conduct upon receipt of the arbitrator's award, the Employer shall be entitled to immediately obtain a temporary restraining order in a court of appropriate jurisdiction to compel the termination of such conduct. In that regard, the Council agrees to the entry of such order *ex parte*.

## **ARTICLE 11**

### **WORKING RULES**

Those of the Council's Working rules set forth in Exhibit "B"



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, such action shall not be deemed a violation of the Agreement, and no employee shall be disciplined or discharged by reason of such action.

## **ARTICLE 12 SUB-CONTRACTOR CLAUSE**

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 or to another Agreement with the Council.

## **ARTICLE 13 HIRING PROCEDURES - NON DISCRIMINATION**

The Contractor agrees to require membership in the Union as a condition of continued employment of all employees covered by this Agreement on the 8th day following the beginning of such employment, or the effective date of this agreement, whichever is later. All employees must also remain a member in good standing of the Union as a condition of their continued employment.

No employee, or applicant for employment, shall be discriminated against by reason of Union Membership or activity, race, religion, color, age, sex 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. All Decorator Carpenters working under this Agreement shall be

referred to the Employer by the Union.

## **ARTICLE 14 SETTLEMENT OF DISPUTES**

(a) In the interest of uninterrupted progress on any and all work covered by this Agreement, the parties hereby agree that there shall be no lockout on the part of any Employer, and there shall be no strikes or stoppage of work called by the Union or any of the subordinate bodies pending investigation of any dispute. It is agreed that neither the Union nor the Association shall be subject to any liability for damages because of the action of any individual Employer or any member of the Union.

(b) Should any dispute or grievance arise under any of the terms of this Agreement, the Employer or his representative and the Council's representative shall meet promptly to resolve the dispute. If the parties do not succeed in resolving such dispute or grievance, notice shall be given promptly to the Association and to the Council Executive Secretary-Treasurer. Upon receipt of such notice, the Association and the Council Executive Secretary-Treasurer shall each immediately designate a representative and notify the other party of the representative's name and address. The representatives appointed shall contact each other, and make arrangements for a meeting to be held within two days.

The Council or the Association, whichever decides that there shall be further action on the dispute, shall notify the other in writing by certified 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 submitted by the Association to the parties, or if those named in said list decline or are unable to act, and if for any reason the first 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 their respective principals or members. The arbitrator's fees and expenses and the fees of the American Arbitration Association shall be shared equally by the Association and the Council.

(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, Article 17, Article 18, Article 19, Article 20, or Article 24 hereof.

(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, Article 17, Article 18, Article 19, Article 20, or Article 24 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 or other employers, then the delinquent Employer, or other delinquent employer, shall be obligated to pay the wages and the fringe benefit contributions of such employee or employees who cease to render any further service to such delinquent Employer or other 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. 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 (a) of this Article 14.

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**ARTICLE 15**  
**C COUNCIL'S 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**

The Employer agrees to be bound by the terms of the Industry-wide Agreements covering Commercial, Industrial and Institutional work, which establish and provide for payments to Fringe Benefit Funds as set forth in EXHIBIT "C", and agrees to any benefit increases in the same amount when they are negotiated between the General Building Contractors Association and the Union in the remaining years of this contract.

**SECTION 1****HEALTH AND WELFARE FUND**

(a) Each Employer shall, on or before the tenth day following the end of each Payroll Week, pay to the Mellon Bank or to such other corporate fiduciary as shall be from time to time mutually agreed upon by Association and Council (any of which is hereinafter referred to as the "Depository" or "Trustee"), a sum as specified in clause (i) of this subsection (a) for each hour (whether regular time or overtime) for which wages or any type compensation are payable under this Agreement 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".

(i) The Health and Welfare rates for each hour worked when the employee is engaged in the performance of work in the exhibit field are:

August 1, 2001 to July 31, 2002 ..... \$5.60

August 1, 2002 to July 31, 2003 .....

August 1, 2003 to July 31, 2004 .....

} To  
Be  
Determined

The following procedures will be applicable in the event of delinquent payments required in Articles 16, 17, 18, 19, 20 and 24.

(1) Payments not received by the 10th day following the payroll week which the Report covers shall be considered delinquent.

(2) Payments made after the Due Date will be subject to liquidated damages of 10% of the gross amount due each fund.

(3) If not received by 10 days after Due Date, the gross amount due each fund will be subject to the above 10% liquidated damages and the Employer will also be subject to the following action:

(a) The Council will have the right to withhold employees covered by this agreement from the employer until all sums due are paid . . .and the employees will be paid their wages for the time lost.

(b) The appropriate Funds and/or Council may institute formal collection proceedings that may include the institution of legal action 30 days after the Due Date 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 attorney's fees and costs, regardless of whether suit or other formal proceedings are instituted.

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.

(b) Each Employer shall, within ten days after the end of each Payroll Week, 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 each Payroll Week; (2) the number of hours during said Payroll Week for which wages or any type compensation was payable; and (3) such other payroll information as the Board of Administration of the "Carpenters Health and Welfare Fund of Philadelphia and Vicinity", hereinafter provided for, may reasonably require for the proper administration of said Fund. Each 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, moneys withheld from employees for taxes paid on account of employees, and all other records relevant to, and of assistance in determining whether 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 One Hundred Dollars (\$100.00) per day.

(c) The payment to be made, under the clause (i) of subsection (a) of this Section 1 shall be guaranteed and secured in the following manner:

Each Employer to whom this Agreement is applicable, 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 10 of this Agreement, shall furnish at his own cost and expense a bond, with a recognized and responsible corporate surety, in the face amount of \$50,000.00 guaranteeing such payments or, in the alternative,

shall furnish his own bond in the sum of \$50,000.00 guaranteeing such payments and shall deposit with the Trustee as collateral security for the faithful performance of his said bond Fifty Thousand Dollars (\$50,000.00) in cash or in securities acceptable to the Trustee.

(d) Prior to entering into any sub-contract for work covered by this Agreement, the Employer will verify with the Fund that the proposed sub-contractor has a signed Collective Bargaining Agreement with the Council and has posted the Fringe Benefit Bond required under this Agreement. The Fund will inform the Employer in writing within 72 hours after the Employer has contacted the Fund that the proposed subcontractor does not have an Agreement or a Fringe Benefit Bond. The Employer will not enter into a subcontract until the sub-contractor has posted the necessary Agreement and/or Bond.

The Employer agrees that, upon written notice from the Fund that its subcontractor is delinquent in the payment of fringe benefits (and/or liquidated damages) 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 their rights provided in Article 14.

(e) Estimated Payments in advance for all payments (except wages) required under this Agreement will be made by Contractors who have failed to demonstrate, in the sole and exclusive judgment of the Council, a current record of timely payments with the Funds.

## SECTION 2

(a) A trust heretofore established and known as "Carpenters' Health and Welfare Fund of Philadelphia and Vicinity" shall continue to provide (out of the monies paid into said Fund and out of the income from the investment of said monies), 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 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.

### **SECTION 3 INDUSTRY ADVANCEMENT PROGRAM**

Each Employer agrees that he shall contribute to the Philadelphia Exposition Service Contractors Association Industry Advancement Fund (hereinafter "Fund"), the sum of \$.10 per hour for each hour that each of its employees covered by this Agreement works, for which wages or any compensation is paid, on the work which is outlined in this Agreement. The Depository shall allocate and turn over to this Fund all amounts paid to the Depository which are paid pursuant to this Section.

The Association may use the monies allocated and paid into the fund of the Industry Advancement Program, and the income from the investment thereof, for the propose of meeting all costs to the Association (including but not limited to, rent, salaries of staff and legal counsel, office expense, cost of equipment, printing, stationery and items in the nature thereof), for carrying out the following industry-wide activities within the counties mentioned in the preamble of this Agreement, for the benefit of the Exposition Service Contracting industry as a whole within said counties, and particularly for the benefit of employers making payments allocated to the Industry Advancement Program, except as an expenditure for any such activity which is prohibited by this Agreement.

Examples of purposes for which IAP Funds may be used are: (1) Accident Prevention; (2) Journeyman Training; (3) Journeyman Education; (4) Research into new methods and materials; (5) Public relations; (6) Industry relations; (7) Labor relations; (8) Management participation in Union Health and



Welfare Funds, Pension Funds and similar funds; (9) Market Development; (10) Standardization of contracts and specifications; (11) Providing security for, or paying the premium for surety bonds, to secure the payments to the Health and Welfare and Pension Funds.

The examples listed above are illustrative only, and are not limitations.

On or before January 1 of each and every year of the term or extended term of this Agreement, the Association shall submit an estimated budget to the Council for the calendar year commencing. Said budget shall list each of the activities set forth in this Article, together with such other activities as may be undertaken by the Association in conformity with the terms and provisions of this Agreement and shall set out opposite each such activity the total sum of the estimated cost of said activity for the period hereinbefore set forth. Subject to the other provisions of this Agreement, the sole obligation on the part of the Association before embarking on the expenditures for the activities set forth in said budget shall be the submission of said budget.

On or before January 20 of each and every year of the term or extended term of this Agreement, the Association shall submit to the Council a list of the actual expenditures made during the preceding calendar year out of the Industry Advancement Program's fund and the balance or reserve remaining in the Industry Advancement Program's fund. Said statement of expenditures shall be by each activity in the same manner as set forth in the budget submitted by the Association to the Council for the same period, shall set out a brief description of the scope covered by each of the activities, and shall be certified by a Certified Public Accountant.

None of the Industry Advancement Funds shall be spent directly or indirectly for any of the following purposes:

1. Any activity injurious to the Metropolitan Regional Council

or its affiliated locals.

2. Litigation of any kind before any court or administrative body against the Carpenters Union.

3. Any endeavor in promotion of legislation opposed by the Carpenters Union.

Each Employer shall make this contribution on the Fringe Benefit forms, whether or not an affiliate of the Philadelphia Exposition Service Contractors Association, and whether or not it recognizes the Philadelphia Exposition Service Contractors Association as its representative for the purpose of negotiating this Agreement.

## **ARTICLE 17**

### **PENSION AND ANNUITY PLAN**

#### **SECTION 1**

(a) Each Employer shall, on or before the tenth day following the end of each Payroll Week, pay to the 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"), the sum as specified in this Section 1 (a) for a Pension and Annuity contribution for 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 Pension and Annuity payment rates for each hour worked are:

August 1, 2001 to July 31, 2002 - \$5.19

August 1, 2002 to July 31, 2003 -

August 1, 2003 to July 31, 2004 -

} To  
Be  
Determined

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

(b) The provisions of Section 1 (a) and (b) of Article 16 hereof shall be applicable also to the payments required by subsection (a) of this Section 1.

(c) Any bond, deposit or security given to the trustee by the Association, and Employer, or by any other employer, pursuant to the provisions of subsection (c) of Section 1 (a) of this Article 17, and all of the provisions of subsection (c) of Section 1 and Section 3 of Article 16 shall apply to the payments to be made under Section 1 (a) of this Article 17 with the same force and effect as if said payments were specifically mentioned in said subsections.

## **SECTION 2**

(a) the Depository shall allocate and turn over to the "Carpenters Pension Fund of Philadelphia and Vicinity" hereinafter provided for all amounts paid to the Depository which the report required by Section 1 (b) of this Article 17 states or otherwise shows are being paid pursuant to Section 1 (a) of this Article 17.

## **SECTION 3**

(a) A trust to be known as "Carpenters Pension 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 investment income 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 retirement plan shall contain, inter alia, provisions identical (except in that they shall refer to the Pension Fund) with clauses of Article 16 hereof, 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 JOB RECOVERY DUES**  
**CHECK-OFFS**

**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 such deductions, a work dues check-off of a percentage amount of the gross wages (as certified by the Council) to be deducted from the net wages, (including regular time and overtime), for which wages or any compensation are paid by the Employer to said employees.

In addition to the work dues, the Employer shall also deduct from the wages of each Employee covered by this Agreement a sum certified by the Council for each hour worked under this Agreement as Jobs Recovery Dues. Said dues shall be remitted to the Council simultaneous 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 by the Employer.

**SECTION 2**

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 16, 17, 19, 20, and 24 hereof.

### **SECTION 3**

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.

## **ARTICLE 19 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 such deductions, a Check-Off amount 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 Funds.

**ARTICLE 20**

**CARPENTERS CONSTRUCTION INDUSTRY  
COMMITTEE**

**SECTION 1**

(a) Each Employer shall, on or before the tenth day following the end of each Payroll Week, pay to the 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 certified by the Council per hour worked for a contribution for the Carpenters Construction Industry Committee for 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".

(b) The provisions of Section 1 (a) and (b) of Article 16 hereof shall be applicable also to the payments required by subsection (a) of this Section 1.

(c) Any bond, deposit or security given to the Trustee by the Association, an Employer, or by any other employer, pursuant to the provisions of subsection (c) of Section 1 of Article 16 hereof shall also guarantee and be applicable to the payments to be made under Section 1 (a) of this Article 20, and all of the provisions of subsection (c) of Section 1 and Section 3 of Article 16 shall apply to the payments to be made under Section 1 (a) of this Article 20 with the same force and effect as if said payments were specifically mentioned in said subsections.

(d) The Depository shall allocate and turn over to the "Carpenters Construction Industry Committee" all amounts paid to the Depository which the report required by Section 1 (b) of this Article 20 states or otherwise shows are being paid pursuant to Section 1 (a) of this Article 20.

(e) A trust to be known as "Carpenters Construction Industry Committee" (referred to hereinafter as the "CCIC Fund") shall be established and maintained for the purpose of providing (out of the monies paid into said Fund and out of the investment income of said monies) such program of benefits for the sole and exclusive benefit of employees mentioned in the Agreement and Declaration of Trust, as the Council may from time to time determine.

## **ARTICLE 21 PRE-EVENT CONFERENCE**

A Pre-Event Conference for any show can be requested by either party.

Employers agreed to notify their clients of the Carpenters work jurisdiction as listed in Article 10 of this Agreement. The Employer's clients will also be notified of the total wage-fringe benefit package for Carpenters as outlined in Exhibit "C".

## **ARTICLE 22 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

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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 counselling 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 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

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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 Substances 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 23 REPORTING JOB STARTS**

It shall be the responsibility of the Employer to report all Job Starts to the Council in writing, on the form provided by the Council.

## **ARTICLE 24 CARPENTERS SAVINGS FUND**

### **SECTION 1**

The Employer shall, on or before the tenth day following the end of each payroll Week, pay to the 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 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. 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:

August 1, 2001 to July 31, 2002 - \$2.00

August 1, 2002 to July 31, 2003 - }  
August 1, 2003 to July 31, 2004 - } To  
Be  
Determined

**EXHIBIT "A"**

MEMBERS

of the

PHILADELPHIA

EXPOSITION

SERVICE

CONTRACTORS

ASSOCIATION

(PESCA)

**EXHIBIT "B"****WORKING RULES****RULE 3**

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

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 employees shall be permitted to work overtime for any Employer unless permission has been granted by the Council.

**SHOP STEWARD****RULE 7**

The first Union man on a job or in a shop shall act as a Steward. No employee in the capacity of foreman shall act as a 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.

**RULE 9**

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

**RULE 10**

Subject to the provisions of Article 13, all Foremen of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America in this District. 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.

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 12**

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 Council, and under no circumstances shall employees stop work until ordered to do so by the officials of the Carpenters Union.

**RULE 18**

Any employee working under the rate 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 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**

It shall be the duty of the Employer on all jobs to provide drinking water and a sanitary toilet, where toilet is not provided by the General Contractor. Any violation of this rule will be sufficient cause for 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 27**

No employee shall (be permitted or requested by the Employer to) take a personally owned electrically operated tool to any job.

**RULE 28**

When men are sent from the office of the 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.



**EXHIBIT "C"**

36

**WAGE-FRINGE SCHEDULE FOR PENNSYLVANIA CONVENTION CENTER  
AND FOR  
EXPOSITION SERVICE CONTRACTORS**

<b>Eff. Date</b>	<b>Journeyman</b>	<b>15% for Foremen</b>	<b>H. &amp; W.</b>	<b>Pension &amp; Annuity</b>	<b>Savings</b>	<b>IAP</b>	<b>CCIC</b>	<b>Total Fringes</b>
8/1/01	\$26.90	\$30.94	\$5.60	\$5.19	\$2.00	\$ .10	\$ .37	\$13.26
8/1/02	} To be determined.							
8/1/03								

**CHECK-OFF DEDUCTIONS FROM NET WAGES**

The sums as certified by the Council are deducted from Net Wages for:

- Regional Council Work Dues Check-Off.
- Regional Council Political Action Committee Fund Check-Off (PAC).
- Regional Council Jobs Recovery Dues Check-Off.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized representatives the day and year first above written for work performed at the *Pennsylvania Convention Center and at all other Exhibit Facilities* in the Geographical Jurisdiction of the Council.

**PHILADELPHIA EXPOSITION SERVICE  
CONTRACTORS ASSOCIATION**

BY: Andrew J. Codamo, Vice President

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

BY: Edward Coryell, Executive Secretary-Treasurer/  
Business Manager

BY: Francis J. Laffey, Assistant Executive Secretary-  
Treasurer/Business Manager

**EXHIBIT "D"**

- ACCEPTANCE OF AGREEMENT -  
 NON-ASSOCIATION EMPLOYER'S ACCEPTANCE  
 OF THE AGREEMENT

between the  
**PHILADELPHIA EXPOSITION SERVICE  
 CONTRACTORS ASSOCIATION**  
 and the  
**METROPOLITAN REGIONAL COUNCIL  
 OF PHILADELPHIA AND VICINITY  
 UNITED BROTHERHOOD OF CARPENTERS  
 AND JOINERS OF AMERICA**  
 for the  
**PENNSYLVANIA CONVENTION CENTER**  
 and at all other Exhibit Facilities in the  
 Geographical Jurisdiction of the Council

The undersigned Employer approves, ratifies, and agrees to be legally bound by all the provisions of the foregoing Agreement made by the Philadelphia Exposition Service Contractors Association and the Metropolitan Regional Council of Carpenters for the performance of work at the Pennsylvania Convention Center and for Exhibit Work at all other locations in the Geographical Jurisdiction of the Council.

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ZIP \_\_\_\_\_

PHONE: (    ) \_\_\_\_\_ / / FAX: (    ) \_\_\_\_\_

SIGNATURE FOR COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Officer, Owner, or Partner)

PRINT NAME OF ABOVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE FOR UNION: \_\_\_\_\_

DATE: \_\_\_\_\_

Executive Secretary-Treasurer



## **IMPORTANT ADDRESSES AND PHONE NUMBERS**

### **REGIONAL COUNCIL**

1803 Spring Garden Street  
Philadelphia, PA 19130  
(215) 569-1634  
Fax (215) 569-0263

### **HEALTH AND WELFARE PENSION AND ANNUITY FUND**

1807 Spring Garden Street  
Philadelphia, PA 19130  
(215) 568-0430  
Fax (215) 496-0173

### **PHILADELPHIA EXPOSITION SERVICE CONTRACTORS ASSOCIATION**

c/o: Barbara T. Dubrow, Esq.  
Dilworth Paxson, LLP  
1735 Market Street - Suite 3200  
Philadelphia, PA 19103  
(856) 845-5005  
Fax (856) 845-4665

### **PENNSYLVANIA CONVENTION CENTER**

#1 Convention Center Place  
1101 Arch Street  
Philadelphia, PA 19102  
(215) 418-4700  
Fax (215) 418-4823