

GENERAL CONTRACTORS ASSOCIATION - CARPENTERS 2011

AGREEMENT

BETWEEN MEMBERS OF

THE GENERAL CONTRACTORS ASSOCIATION

OF NEW YORK, INC.

AND

THE DISTRICT COUNCIL OF CARPENTERS

OF NEW YORK CITY AND VICINITY

JULY 1, 2011 – MAY 31, 2017

CARPENTERS

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AGREEMENT made this 1st day of July, 2011 effective July 1, 2011, by and between the Members of The General Contractors Association of New York, Inc., (hereinafter "GCA") and other Employers who are signatories to this Agreement (hereinafter "Employer") and the District Council of Carpenters and Joiners of America, Washington, DC. (hereinafter "Union," "District Council," and/or "DCC").

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.

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- (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;

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- (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 Employer, to address the Owner's job site access and security concerns, may require employees to sign in and out from the job site if conditions warrant, and further, that, if required in the contract between the Employer and the Owner, may use standard biometric identity cards. Identity cards and signing in/out shall not be used for timekeeping purposes.
- (h) that the GCA, 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.

- (i) that the Union in no way shall limit the Employer's construction means and methods.

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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.

The GCA acknowledges that if any of its members perform any work covered by any of the trades affiliated with the New York City District Council, they will recognize the jurisdiction of the District Council for that work.

ARTICLE II

Area Jurisdiction

The GCA and any employer that may hereafter become a signatory to this Collective Bargaining Agreement hereby acknowledge that the Union has claimed and demonstrated, and the GCA is satisfied and acknowledges, that the Union represents a majority of the GCA members' Carpenters or said signatory Employer's Carpenters in an appropriate bargaining unit for the purposes of collective bargaining. The GCA and its members, as well as said signatory Employer, accordingly recognize the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees within the Carpenters' contractual bargaining unit with respect to wages, hours and working conditions. The GCA and any Employer that may hereafter become a signatory to this Collective Bargaining Agreement by becoming a member of the GCA further agree that any dispute concerning its obligation to

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recognize the Union as sole and exclusive bargaining agent for the Carpenters will be resolved solely under the grievance and arbitration procedures herein. The Employer recognizes the Union as the exclusive bargaining representative for all its Carpenter employees who are performing covered work as defined in this Collective Bargaining Agreement.

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.

The District Council has agreements in other areas of jurisdiction outside the five boroughs of New York City. If a GCA member is working in an area outside of New York City where there is a contract negotiated specifically for the jurisdiction covered by the New York City District Council, the GCA member will be bound by that agreement with its wages and conditions in that agreement.

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ARTICLE III

Union Security - Visitation - Referral - Working Shop 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.

When visiting job sites, DCC union representatives shall comply with all general conditions of the job regarding passes, entrances to be used, safety equipment, dress, and other site access requirements they Owner requires of the job site workforce. The District Council agrees to indemnify, defend and hold harmless the GCA, the Employer and the Owner from any claims, except for grievances and grievance arbitrations, allegedly arising in whole or in part from the DCC union representatives' visitation of job sites, interviews and other Union-related activities.

Section 3 - Union Referral - Working Shop Steward

The first Carpenter on the job site shall be the Foreman, who shall be selected by the Employer. The second Carpenter shall be the shop steward who shall be referred by the District

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Council and who shall perform all the working duties of a Carpenter. Shop stewards shall have the requisite skills, training and certifications required to perform the work on the job.

The Union is responsible for ensuring that all District Council members, including stewards, are properly trained in the field of heavy construction and possess any certifications and the skills required by public agencies or by law (i.e. OSHA 10, MTA track access training, NYC DOB Scaffold Training, FDNY Powder Actuated Tool Certificates, etc.) or that are necessary to perform the work required on a project.

When a job works multiple shifts, the Union may designate a steward for the second or third shifts from the crew working on that shift. The steward on the second and/or third shifts may be laid off when the shift ends.

There will be no overlapping of stewards on shifts. On shift jobs, if a steward needs to work overtime with his/her crew, the steward will work the overtime as part of the crew and the steward's responsibilities will be fulfilled by the steward assigned to that shift.

When there is only one Carpenter on the job and he is required to perform punchlist work, no steward will be required. During the performance of punchlist work the steward must have the skill set to perform the required work in order to remain on the job.

When an employer is performing work with a composite crew of DCC members there shall be one steward, selected by the DCC. A composite crew shall be defined as up to six (6) members of various DCC trades that are sharing in the performance of a task.

So as to not break up working crews and disrupt the flow of work, the DCC agrees that it will not move a steward that is working on a job for one Employer to another Employer's job to serve as a steward without obtaining the first Employer's consent.

Prior to the Employer terminating the steward, a letter must be sent to the Union by the Employer. When a signatory Employer lays off a job steward during continuous employment,

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the Employer must notify the Union and have a meeting on the job with the Union within twenty-four (24) hours.

Any steward training provided by the District Council must take place on the employee's own time and shall not be compensated by the Employer.

Section 4 – Full Mobility / Compliance

Notwithstanding any other provisions of this Agreement, the Employer shall be permitted to hire any and all Carpenters, except for the Shop Steward, without reference to hiring ratios (i.e., the Employer will be able to hire Carpenters, except as specifically limited, under so-called full mobility). However, any of the Employer's Carpenters that are not members of the District Council shall be matched 1:1 from the District Council Job Referral List.

When an Employer calls the District Council for hires from the Job Referral List, the DCC will refer staff skilled in the specific work being performed by the Employer.

Employers shall be able to move their Carpenter work force from job to job as needed, or to lay off their carpenters as needed. There shall be no restrictions on the Employer's ability to manage its work force as needed as long as the Employer complies with the following and section 3 of this Article III:

- (a) Each Employer shall provide the District Council and its affiliated employee benefit funds with the name and location of each specific job. The District Council shall assign a unique number to each specific job. Shop Stewards or other designated Carpenters shall report to the District Council on a daily basis the names of the Carpenters and the hours worked for each Employer for each specific job. The names of Carpenters and hours entered with the District Council shall be electronically transmitted on a daily basis to the Employer at e-mail addresses and to personnel

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designated by the Employer on forms supplied by the District Council.

The Employer shall have five (5) working days, excluding weekends and holidays, from the close of its weekly payroll to dispute names and hours reported that week by the District Council. The cost of any timekeeping devices and related system and any training will be entirely borne by the District Council.

- (b) Any disputes hereunder shall be processed under the grievance and arbitration procedures of Article V of this Agreement. The arbitrator shall be empowered as a remedy to reinstate the 50:50 hiring ratio provisions for the duration of this Agreement for any Employer found to have acted willfully and with the bad intent to violate the staffing and payroll requirements of this Agreement. Such a remedy would mean that the individual Employer would be required to hire at least fifty percent (50%) of Carpenters from the District Council's Job Referral List (called an Out of Work List or OWL) without the ability to make requests.
- (c) Notwithstanding the previous sentence of this Article, if at any time during the term of this Agreement the United States District Court for the Southern District of New York voids these provisions of (i.e., the so-called full mobility hiring provisions), this Agreement shall become a nullity and the Parties shall return to the terms and conditions under their collective bargaining agreement that expired on June 30, 2011.

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ARTICLE IV

Terms of Agreement

The term of this Agreement shall be six (6) years, from July 1, 2011 up through and including May 31, 2017. The journeymen's total wage and benefit package increase shall be as follows:

July 1, 2011 – June 30, 2012	0%
July 1, 2012 – June 30, 2013	0%
July 1, 2013 – June 30, 2014	3% *
July 1, 2014 – June 30, 2015	3%
July 1, 2015 – June 30, 2016	3%
July 1, 2016 – June 30, 2017	3.5%

The total increase over the term of the agreement shall be 12.5%. The wage increase is not compounded and is based on the wage rate in effect as of June 30, 2011

It is mutually agreed that changes to wages, fringe benefits and any other conditions provided for in this Agreement shall not be retroactive to July 1, 2011.

*The wage and benefit increase scheduled for July 1, 2013 shall be effective upon implementation and approval by the Court of the changes to this Agreement.

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.

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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 workdays. Such request, by fax or letter, shall state the project, location, local union, contractor, subcontractor 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,

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- (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, 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. Grievances must be filed in writing, with e-mail constituting an acceptable writing, and must be received by the GCA, the Employer and the Union within forty-five (45) days of the Union or the GCA becoming aware of the alleged occurrence. All grievance forms shall contain, at minimum, a written description of the incident, the DCC trade involved, the date, time and location of the incident, and must show the contact information and be signed by the Union Representative, or the GCA if the Employer is bringing the grievance. No grievance may be filed for incidents that allegedly took place more than one year from the date of the alleged occurrence.

(b) 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

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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.

(c) 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) Roger Maher | 2) Bonnie Weinstock |
| 3) Richard Adelman | 4) J.J. Pierson |

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.

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(d) 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

The Employers bound by this Agreement recognize the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America. The Employers and the Union agree that jurisdictional disputes on heavy construction projects shall be addressed in the following manner:

- a) The first action to resolve a dispute will be a work site discussion among the involved parties; the work site discussion should take place within 48 hours of the onset of the dispute. If the work site discussion results in a resolution of the issue, there shall be no further action taken by the involved parties.
- b) If work site discussions do not result in a satisfactory resolution of the issue, any of the involved parties (the Employer, the District Council or the Union claiming the District Council's work may request a meeting with the GCA to resolve the dispute. All work shall continue, and the assignment shall remain in place through the duration of the dispute and if necessary, arbitration process.

The request for the meeting must be filed in writing and must set forth the type of work being performed, the location and the nature of claim. The request must be sent to the

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Employer, the involved unions and the GCA. Notices of disputes must be filed within seven (7) calendar days of the incident leading to the dispute. Immediately upon receipt of the dispute the GCA will schedule a meeting with the parties.

- c) At the meeting, the parties to the dispute shall be given full opportunity to present witnesses and/or documents supporting their position. The GCA will conduct the mediation to bring the dispute to resolution. The resolution of the dispute shall be documented and signed by all participants (i.e, the Union, the Employer and the GCA). The decision shall become a precedent for the assignment of future work. No decision shall involve the awarding of back pay.

If the mediation does not result in a satisfactory resolution or if the agreed upon decision is not implemented within 72 hours after the parties have been notified of the mediation decision, any party involved in the dispute may request that the dispute be brought to arbitration.

- d) The arbitration process will work in the following manner:

The arbitrator shall be selected from a list of five that will be selected by the GCA and the GCA's signatory unions. The arbitrator chosen to hear a particular dispute shall be selected randomly from the list. The hearing shall be conducted in accordance with the procedures established by each arbitrator. The arbitrator's decision shall be final and binding upon the parties. The costs of arbitration, including the arbitrator's fee, shall be borne equally by the G.C.A. and the party bringing the dispute to arbitration.

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

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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: including but not limited to, new construction, i.e building and foundation construction below or above street level, or the inspection, rehabilitation or expansion of an existing structure or facility involving any aspect of subsurface construction or excavation, all deconstruction or demolition work; all construction from excavation through final completion of: engineered structures, parking garages, mass transit facilities including but not limited to bus depots, ventilation plants, maintenance shops, transit yards, stations, tunnels, railway lines and work along railway rights of way, highways, roads, streets, bridges, parks, piers, wharves and bulkheads, marine transfer stations, airport runways, access roads, airline terminals, water and wastewater conveyances, including but not limited to tunnels, and associated facilities including gatehouses, pump houses, valve chambers, and water and wastewater treatment plants, power plants, power generating

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stations, electrical substations, and pipelines; all excavation and sitework, including but not limited to all installation, relocation or removal of utilities, all drainage, landscaping, curbsetting and paving; removal of contaminated materials as it pertains to heavy construction projects; and any construction commonly associated with “public works,” “infrastructure” or “heavy civil” construction, 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.

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

On road work and on elevated railwork, the making and setting of traffic barriers and protection barriers, excluding the setting of Jersey 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 containment, when material is being used that is normally used by Carpenters; 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.

All work pertaining to 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. Where jurisdiction overlaps among the carpenters, timbermen and dockbuilder agreements, the assignment of the work shall be jointly agreed upon by the Employer and the Union, with consideration given to the Employer's dominant trade.

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

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Employee's wages and fringes the value of the time period not worked less than eight (8) hours.

A Carpenter cannot work more than eight hours in a twenty-four (24) hour period unless it is determined as overtime.

- (b) At the commencement of employment a Carpenter Foreman, Apprentice 1st year, and Apprentice 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. 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) In the event that a public official, including the President of the United States, the Governor of the State of New York or the Mayor of the City of New York or any other elected official of any other jurisdiction in which District Council members may be employed by a GCA member or its subcontractors, declare a state of emergency, or a project is shut down by a public owner or other government agency, the Employer shall have sole discretion as to manning the job as the Employer sees fit, respecting the jurisdiction of the trades, and DCC members shall have no claim for pay unless the Employer has called them in and they have reported for, and performed, emergency work. The Employer shall use its best efforts to contact its DCC workforce to advise them of the declared shutdown in advance of the workshift, but failure to contact an employee shall not be grounds for a grievance.

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- (d) The Journeyman Carpenter Foreman shall be paid at least Three Dollars (\$3.00) than the Journeyman Carpenter. The Carpenter General Foreman shall be paid at least \$6.00 more per hour than the Carpenter Journeyman and shall be hired at the Employer's discretion.

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 to 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.

When two shifts are employed, each shift shall be eight and one-half hours with one-half (1/2) hour for lunch. 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.
- (c) When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.
- (d) A week shall start at 8:00 A.M. Monday and end at 8:00 A.M. Saturday, except when necessary to conform to the provisions of this Article IX, Section 7, Subdivision (a).
- (e) 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

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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.

(f) Off Shift

An Off Shift may commence between the hours of 5:00 P.M. and 11:00 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 wage rate for off-shift work shall be 113% of the straight time hourly wage. Benefits for off-shift work shall be paid at the straight time rate. An off-shift started after 11:00 PM shall be paid at the wage rate of time and one-half, with straight time benefits, and shall work for eight and one-half (8 1/2) continuous hours, allowing one-half hour for lunch.

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 by check provided that the delivery of payroll checks is made at least one (1) day prior to a banking day and 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.

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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 - Shop 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.

No Carpenter is to start work before the designated start time unless it determined to be overtime.

- (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 PM to 1:00 PM

- (c) **Shop Steward**

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

- (d) Subject to the provisions of shift work, the steward shall have the right of first refusal for overtime work, provided the steward is on the job site at the time the

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need for overtime is determined. If the steward has left the job site, the employer shall not be required to call him back to the job in order to work the overtime for that day. If the steward leaves early on a Friday and overtime is called for on the weekend or the holiday, he should be called for the overtime work.

- (e) All Carpenters will be given time to have coffee in the morning and wrap up their tools and wash up before quitting time.
- (f) The Employer will make every effort to give reasonable notice of overtime and a Carpenter will never be penalized for being unable to work the overtime, nor shall the Carpenter be compensated for any overtime not worked.
- g) Employers may assign overtime, off-shift and weekend work to the DCC employees they deem to be best suited for the task and will be permitted to move personnel from other jobs for this work, provided that they do not displace any DCC member that is regularly assigned to that job, and, if they have already worked 40 hours in the week for the Employer, they are paid at time and one-half.
- (h) Other than an emergency, notice of all overtime work should be given to the Carpenter before noon if possible.

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	Election Day (in a
(3rd Monday in February)	Presidential Election Year only)
Memorial Day (Decoration Day)	Thanksgiving Day

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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.

The rate of wages with total fringes to be paid Employees covered by this agreement shall be as outlined in Appendix A of this Agreement.

(b) 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 a percentage of Journeyman's rate as shown in Appendix A.

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Section 7 - Conditions

(a) 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	\$500.00
Overcoat	\$150.00
Clothing	\$150.00
Shoes	\$125.00

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.

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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 GCA and the Union.

(b) Sharpening of Tools

Employees' tools which become dulled on the job shall be reconditioned at the expense of the Employer.

(c) 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.

(d) Apprentice Manning

There shall be two (2) apprentices to every six (6) journeymen and one of those apprentices must be a third or fourth year apprentice referred by the District Council.

(e) Welder-Burner

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

(f) 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.

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(g) Smoking

If there is a local law, or if the Owner has a policy that prohibits smoking on the job site, the District Council members shall comply.

(h) Drug and Alcohol Testing

The Employer and Union agree that, if required by either the Employer or by the Employer's contract with and any City, State, Federal, and/or quasi-public agency, and/or public utility ("Owner"), the Employees covered by this Agreement shall be tested for drugs and/or alcohol use, and the Employees shall comply to the extent required. The Employer shall pay for the cost of the random drug and alcohol testing program. The parties to this agreement have established a Department of Transportation ("DOT")-approved random drug testing program administered by a Certified Independent Service. The program is in full compliance with all Department of Transportation regulations, covering members of the union and their Employer's obligations under said regulations. The parties further agree that as a part of this program, a traveling collection facility will be available to be utilized by Employers whose employees are required to be tested. If the Employer's contract with the Owner requires a more comprehensive drug testing program than provided for in the DOT regulations, the Owner's requirements shall apply.

(i) 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

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prevented, as a make-up day at straight time. All hours worked in excess of the normal workday 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 double-time. 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 may move workers from other jobs to also work on that job, provided that they do not displace any of the workers that are regularly employed on the job, and, if they have already worked 40 hours in the week for the Employer, they are paid at time and one-half. If they have not already worked 40 hours in the week, the Employer may offer the Carpenter(s) the make-up day at the straight time rate and will notify the District Council representative.

(j) Market Recovery

In the event that the District Council grants concessions to any signatory contractor for the purpose of capturing work that is also being bid by non-union contractors, the same concessions will be granted to any GCA member that is seeking to bid, or is working, on that same project. The Union will offer to the GCA members the same terms and conditions for projects designated for market recovery that it grants to all other signatories on those same projects.

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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

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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 apply to the named Employers that negotiate and execute this Agreement or authorize the GCA to do so on their behalf and any joint ventures they may enter that perform the jurisdictional work covered in this Agreement. The Employers hereunder shall not establish or participate in double breasting operations within the District Council's jurisdiction.

(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 to the GCA a list of all District Council Employers who are delinquent in the payment of wages and/or contributions to all Funds listed in Article XI.
- (b) The parties acknowledge that the GCA has provided the Union with a list of its members and other Employers who have designated the GCA as its bargaining agent, and who have 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 GCA 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

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become signatories upon written request by the GCA and upon written approval of the Union.

- (c) Upon notification from the GCA that an employer holding an independent agreement has joined the GCA, the GCA agreement governs the employer from that point forward.

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.

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The Employer shall pay all required Fringe Benefits through the DCC's I-Remit system.

Contributions shall be paid for hours worked but not on the premium portion of the overtime rate and are listed in Appendix A.

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

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

Any Contractor found guilty of offering cash to Carpenters for hours worked which is less than the wage rates collectively bargained in this agreement shall pay a fine of twenty-five thousand (\$25,000.00) dollars to the Carpenters Relief and Charity Fund after he has paid all monies that were due the benefits funds. This will be decided through the Collective Bargaining Agreement grievance and arbitration clause.

Section 2- Paid Sick Leave

The District Council waives any right or entitlement for paid sick leave that may be provided by any city, state or federal law or regulation.

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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 in the event that any Subcontractor or a Subcontractor of a Subcontractor fails to make contributions to the New York District Council of Carpenters respective Fringe Benefits Funds, as set forth in Article XI, Section 1, including dues check-off, as required by this agreement, and if the Union by an officer, by written notice with report of delivery, notifies the Employer that a Subcontractor is not complying, the Employer shall be responsible for such non-compliance for the period only beginning two (2) working days after the day of receipt of such notice. 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.

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Section 5 – Dues Checkoff

The Employer shall deduct from the weekly wages of each individual covered under this Agreement Union dues and such other amounts as set by the Union in accordance with its Bylaws or other applicable documents. All monies deducted shall be promptly remitted to the Executive Secretary-Treasurer of the Union or his or her designee, together with a list of names and employees from whom said monies are to be credited. The written authorizations shall be pursuant to Section 302 (c) of the Labor Management Relations Act of 1947. The Union shall hold the Employer harmless and indemnify the Employer for any liability arriving out of compliance with this Agreement, including contract limitation attorneys' fees and costs.

Section 6 - 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 7 - 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 the Employer shall be entitled to provide documentation at a meeting with the Benefit Funds to show why the funds are not owed. If the Benefit Funds determine that

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the funds are still owed, the Employer shall have thirty (30) days from the receipt of written notification from the Benefit Funds to pay the unpaid balance. If the unpaid balance is not paid within those thirty (30) days of the Funds' 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

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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 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 - two and one-half cents (\$0.025) per hour

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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 Fringe Benefits. The Fund shall be administered by two persons, one designated by the Union and the other by the Fund. 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 Fund

The parties to this agreement recognize the N.Y.C. and Vic L/M Fund. The Committee will be funded by contributions of fifteen cents (\$0.15) per hour worked through the Trusts Funds Benefits 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.

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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.

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Section 11 - Arbitration

Should any dispute or disagreement arise between the parties hereto, or between the Union and/or the Union Benefit Funds 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 and/or the Union Benefit Funds, 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., Richard Adelman, Bonnie Weinstock or J.J. Pierson are hereby designated as impartial arbitrators hereunder. In the event Roger Maher, Richard Adelman, Bonnie Weinstock or J.J. Pierson are unwilling or unable to serve as impartial arbitrator, the New York State Board of Mediation shall designate an impartial arbitrator to serve in their 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

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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.

Contractors who have a history with the District Council of Carpenters of paying benefits on a timely basis will not have to post a surety bond. If it is determined that they are delinquent at some point, then they will have to post a bond.

Section 2

As of July 1, 2013, all new GCA members or other signatory contractors working under the terms of this Agreement shall post a bond in accordance with the provisions of this section.

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 \$ 10,000

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- an Employer employing 6 to 10 Employees \$ 15,000
- an Employer employing 11 to 15 Employees \$ 20,000
- an Employer employing 16 to 20 Employees \$ 30,000
- an Employer employing 21 to 25 Employees \$ 75,000
- an Employer employing 26 or more Employees \$ \$125,000

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 GCA 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 thirty-five cents (\$0.35) effective July 1, 2002, 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.

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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 conduct educational research directed at the utilization of new and safer machines and equipment for the protection of Employees covered under this Agreement; 4) 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; 5) to assist in defraying the costs of the time spent by GCA 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 6) for the administrative costs in supervising and administering the above in behalf of the Heavy Construction Industry Fund. Payment to this Fund shall be made by electronic funds transfer. 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.

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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.

GENERAL CONTRACTORS ASSOCIATION – CARPENTERS – 2011

THE DISTRICT COUNCIL OF
CARPENTERS OF NEW YORK CITY
VICINITY OF THE UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA,

FOR AND ON BEHALF OF, AND
AUTHORIZED BY THE MEMBERS AND
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 
Authorized Signature
District Council of Carpenters

By 
Managing Director

GENERAL CONTRACTORS ASSOCIATION – CARPENTERS – 2011

APPENDIX A

WAGES AND BENEFITS

1. CARPENTER – GENERAL FOREMAN

Effective Date	<u>07/01/2011</u>	<u>07/01/2012</u>	<u>07/01/2013*</u>	<u>07/01/2014</u>	<u>07/01/2015</u>	<u>07/01/2016</u>
Hourly Wage	<u>\$52.74</u>	<u>\$52.74</u>	<u>\$2.68</u>	<u>\$2.68</u>	<u>\$2.68</u>	<u>\$3.13</u>
Hourly Fringe Benefits	<u>\$42.75</u>	<u>\$42.75</u>				
TOTAL	<u>\$95.49</u>	<u>\$95.49</u>	<u>\$98.17</u>	<u>\$100.85</u>	<u>\$103.53</u>	<u>\$106.66</u>
H.C.I.F.	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>

2. CARPENTER - FOREMAN:

Effective Date	<u>07/01/2011</u>	<u>07/01/2012</u>	<u>07/01/2013*</u>	<u>07/01/2014</u>	<u>07/01/2015</u>	<u>07/01/2016</u>
Hourly Wage	<u>\$49.74</u>	<u>\$49.74</u>	<u>\$2.68</u>	<u>\$2.68</u>	<u>\$2.68</u>	<u>\$3.13</u>
Hourly Fringe Benefits	<u>\$42.75</u>	<u>\$42.75</u>				
TOTAL	<u>\$92.49</u>	<u>\$92.49</u>	<u>\$95.17</u>	<u>\$97.85</u>	<u>\$100.53</u>	<u>\$103.66</u>
H.C.I.F.	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>

3. CARPENTER - JOURNEYMAN:

Effective Date	<u>07/01/2011</u>	<u>07/01/2012</u>	<u>07/01/2013*</u>	<u>07/01/2014</u>	<u>07/01/2015</u>	<u>07/01/2016</u>
Hourly Wage	<u>\$46.74</u>	<u>\$46.74</u>	<u>\$2.68</u>	<u>\$2.68</u>	<u>\$2.68</u>	<u>\$3.13</u>
Hourly Fringe Benefits	<u>\$42.75</u>	<u>\$42.75</u>				
TOTAL	<u>\$89.49</u>	<u>\$89.49</u>	<u>\$92.17</u>	<u>\$94.85</u>	<u>\$97.53</u>	<u>\$100.66</u>
H.C.I.F.	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>

APPRENTICES

GENERAL CONTRACTORS ASSOCIATION – CARPENTERS – 2011

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:

4. FOURTH YEAR CARPENTER APPRENTICE (80%)

Effective Date	<u>07/01/2011</u>	<u>07/01/2012</u>	<u>07/01/2013*</u>	<u>07/01/2014</u>	<u>07/01/2015</u>	<u>07/01/2016</u>
Hourly Wage	<u>\$37.39</u>	<u>\$37.39</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Hourly Fringe Benefits	<u>\$28.07</u>	<u>\$28.07</u>				
TOTAL	<u>\$65.46</u>	<u>\$65.46</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
H.C.I.F.	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>

5. THIRD YEAR CARPENTER APPRENTICE (65%)

Effective Date	<u>07/01/2011</u>	<u>07/01/2012</u>	<u>07/01/2013*</u>	<u>07/01/2014</u>	<u>07/01/2015</u>	<u>07/01/2016</u>
Hourly Wage	<u>\$30.38</u>	<u>\$30.38</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Hourly Fringe Benefits	<u>\$28.07</u>	<u>\$28.07</u>				
TOTAL	<u>\$58.45</u>	<u>\$58.45</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
H.C.I.F.	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>

6. SECOND YEAR CARPENTER APPRENTICE (50%)

Effective Date	<u>07/01/2011</u>	<u>07/01/2012</u>	<u>07/01/2013*</u>	<u>07/01/2014</u>	<u>07/01/2015</u>	<u>07/01/2016</u>
Hourly Wage	<u>\$23.37</u>	<u>\$23.37</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Hourly Fringe Benefits	<u>\$28.07</u>	<u>\$28.07</u>				
TOTAL	<u>\$51.44</u>	<u>\$51.44</u>				
H.C.I.F.	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>

7. FIRST YEAR CARPENTER APPRENTICE (40%)

GENERAL CONTRACTORS ASSOCIATION – CARPENTERS – 2011

Effective Date	<u>07/01/2011</u>	<u>07/01/2012</u>	<u>07/01/2013*</u>	<u>07/01/2014</u>	<u>07/01/2015</u>	<u>07/01/2016</u>
Hourly Wage	<u>\$18.70</u>	<u>\$18.70</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Hourly Fringe Benefits	<u>\$28.07</u>	<u>\$28.07</u>				
TOTAL	<u>\$46.77</u>	<u>\$46.77</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
H.C.I.F.	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>	<u>\$0.35</u>

*Or upon implementation and approval from the Court.