

AGREEMENT

between

**THE HOISTING & SCAFFOLDING TRADE
ASSOCIATION, INCORPORATED**

and

**NEW YORK CITY AND VICINITY
DISTRICT COUNCIL OF CARPENTERS**

JULY 01, 2011 - JUNE 30, 2016

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AGREEMENT made and entered into this 1st day of July 2011
and effective as of July 1, 2011, between:

**THE HOISTING & SCAFFOLDING TRADE ASSOCIATION, INCORPORATED
ON BEHALF OF ITS MEMBERS' FIRMS
HEREIN REFERRED TO AS
(THE "TRADE ASSOCIATION" and/or THE "EMPLOYER")**

and the

**NEW YORK CITY AND VICINITY
DISTRICT COUNCIL OF CARPENTERS
HEREIN REFERRED TO AS
(THE "UNION" and/or THE "DISTRICT COUNCIL")**

ARTICLE I

OBJECTIVES

To establish and maintain wages, fringe benefits, hours, and working conditions for the work covered by this Agreement in the territory to which it applies; to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of any kind and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and employee, and to provide for the adjustment of disputes between trades and jurisdictional disputes.

ARTICLE II

GEOGRAPHICAL JURISDICTION

This Agreement shall cover work performed by the Employer when employing Carpenters within the territorial jurisdiction of the District Council of New York and Vicinity, which is as follows: All of the five (5) Boroughs of the City of New York, all of the

islands in and all of the waters of the adjacent Harbors, Rivers and bays, and that portion of Long Island within the counties of Nassau and Suffolk, and further the County of Westchester, of the State of New York. The jurisdictional area shall also include the counties of Hudson, Bergen and Essex in the state of New Jersey. There shall be no travel or extra charges for any work within the jurisdiction of the contract.

ARTICLE III

PRINCIPLES

Section 1. The amount or character of work demanded by the Employer or its representatives shall not be unreasonable, nor shall it be restricted by the Union, its representatives, officers or members.

Section 2. There shall be no restrictions of the use of machinery, methods, tools or appliances.

Section 3. No person representing the Union, except its Business Representatives, Assistant Business Representatives, Executive Officers, and Assistants to the President, shall have the right to interview the workmen during business hours. These Union Representatives shall comply with all general conditions of the job regarding passes, entrance to be used, etc.

Section 4. The Journeyman shall have the privilege of working for whomever they see fit, according to the terms of this Agreement. The Employer shall have the right to reject for good

cause any workman referred to it by the Union, and employ any individual according to the terms of this Agreement.

Section 5. Employees covered by this Agreement shall not refuse to work with persons who, after seven (7) days' employment, have complied with the Union Security provisions of this Agreement. However, employees covered by this Agreement are not required to work with persons who do not comply with the Union Security provisions of this Agreement. It is understood that additional mechanics secured by the Employer shall be eligible for and shall comply with requirements of Union membership set forth herein.

Section 6. The Union or its representatives shall not order a strike or stoppage of work except where the Employer is in default of fringe benefit contributions as provided for in this Agreement, nor shall the employees strike against any Employer, or collectively leave the work of an employer, nor shall any Employer lock out the employees.

Section 7. Each company signed to the Hod Hoist Agreement shall have a roving Shop Steward for jobs of fifteen (15) days or less. The roving Steward will be selected by the Union and shall be certified by the NYC District Council of Carpenters. The roving Shop Steward shall have at least three years experience working with Scaffolding and Sidewalk Shed. This can be determined by the number of hours he/she has worked for a signatory scaffold company.

The number of hours which shall constitute a year shall be 1,200

hours. When a signatory Employer wishes to lay off a roving Shop Steward during continuous employment, the Employer must notify the Union and have a meeting with the Union. If termination takes place a letter must be sent to the Union.

A roving Shop Steward may not be used on any SCA/PLA projects. Each SCA/PLA project will require a dispatched Shop Steward from the OWL. The roving Shop Steward cannot be used on a project which is greater than fifteen (15) days. On such projects, the Union shall dispatch a Shop Steward from the OWL.

The roving Shop Steward shall be employed by the contractor at all times provided they have crews working, other than the exclusions stated above. The roving Shop Steward shall be entitled to work all overtime, where possible. However, when an entire crew, of which the Shop Steward is not a part, is to work overtime, it is not required that a member of that crew be bumped or replaced, in order to make room for the Steward.

For all jobs greater than fifteen (15) days, the Union shall dispatch a Shop Steward to the jobsite. Fifteen (15) days shall be counted as consecutive days for installation, or for dismantling, or for alterations, or for repairs, allowing for weather or jobsite conditions. The company shall notify the Union of the installation or dismantling or alterations or repairs for each jobsite. For the selection of the Shop Steward, the company should request from the OWL a certified Shop Steward with the necessary skills.

If a company is found in violation of not requesting a Shop Steward for jobs greater than fifteen (15) days, it shall pay the next available Shop Steward from the OWL from the time when the job started for all days worked and a penalty will be determined for any violation of this agreement through the grievance process.

The Shop Steward must have the necessary skills and be able to perform the work assigned to him/her.

The Shop Steward shall be given sufficient time to perform his/her duties assigned to them by the District Council. All New York City District Council certified Shop Steward reports must be faxed and mailed to the Union hall every week and they must be signed by the foreman on that job until such time that an appropriate scanning device is put in place.

Section 8. As used in this agreement the words "carpenter" or "hod hoist carpenter" are understood to include all employees performing jobs referred to in **Article IV** herein.

Section 9. The Employer recognizes the Union as the exclusive bargaining representative for all employees performing jobs referred to in **Article IV** herein.

Section 10. 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 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 the Union as a condition of continued employment. If the provisions for the Union security clauses are modified by Congress during the term of this Agreement, this clause will be automatically modified to conform to such changes.

Section 11. The Parties agree that there will be no discrimination in the employment, hiring or training of employees in the bargaining unit on the basis of race, creed, color, sex, national origin, age, disability, marital status, citizenship status, sexual orientation or affectional preference in all employment decisions, or Union activity as defined in applicable federal, state, or local laws. For the purposes of this Section, "citizenship status" means the citizenship of any person, or the immigration status of any person lawfully residing in the United States who is not a citizen or national of the United States.

Section 12. The Union or its representatives shall not discriminate against a foreman or workers. Maintenance of Union membership shall be evidenced by the current working card which shall indicate that the current dues have been paid to the Union.

ARTICLE IV

JURISDICTION

The building, erecting and dismantling of sidewalk sheds, scaffolds, overhead protection, platforms, shanties, decks, shoring, staging, mast climbers, mobile platforms and other associated protection, scaffold and hoist specialty work.

The installation, erecting, removing and placing of building material hoists, rack and pinion gear and personnel hoists, platforms and bucket hoisting equipment including Hoppers, Panel Towers, Chicago Booms, Concrete Mixers, single and double snout hoppers, 16S and 28S concrete mixers, lumber hoists and collar clamps to keep rails from slipping, and all parts belonging to a Hod Hoist, (generally known to the trade as Hod Hoists), and repairing to equipment consisting of catheads, elevators, rails and all other parts made of wood, metal or any other substitute material, loading and unloading trucks with Hod Hoist equipment on it, personnel hoists and emergency repairs, and any other work and jurisdiction now in the possession of the Hod Hoist Carpenters, members of Local Union #1556, which is not in conflict with any other Union affiliated with the American Federation of Labor. Specifically included in this jurisdiction are rigs in beam installation and running gear in towers, that is, rails, head pieces, lead blocks, power units and kickers between the lead block and power unit. Also included is all mechanical means on site.

ARTICLE V

WORKING CONDITIONS

Section 1. When the Employer orders any employees to report for work at the shop, office or on the job, then they must be put to work for not less than seven (7) consecutive hours for that day, unless prevented from working on account of bad weather or other

conditions beyond the Employer's control. When an employee reports to work but is prevented from working on account of bad weather or other conditions, he/she shall be paid two (2) hours show-up time and he/she must remain on the job for those two (2) hours.

In the event of inclement weather, the employer must attempt to contact the employee two (2) hours prior to reporting to the shop, office or jobsite, failure to notify will result in payment of two (2) hours straight time pay and benefits.

When the Employer orders any employees to report for work at the shop, office or on the job, then they must be put to work for not less than 8 hours for that day, unless prevented from working on account of bad weather or other conditions beyond the employer's control.

Section 2. If an employee is ordered to report at the shop or jobsite at a certain time, his/her time starts immediately on reporting ready for work. If ordered to report back to the shop, time ends at the shop.

Section 3. If any employee is ordered to work beyond the Tri-State area, there shall in addition to regular wages and fringe benefits, receive the following payments, reimbursement for meals and lodging, if the employee remains overnight.

Section 4. Neither party, during the life of this Agreement, shall attempt to enforce against the other party any working rules or regulations which are contrary to any of the clauses in this

Agreement.

Section 5. Employees shall not be required to pickup or operate any timekeeping device, except during the normal work shift.

Section 6. Employees may partake once during the a.m. working hours and once during the p.m. working hours of non-alcoholic beverage, each period not to exceed ten (10) minutes in duration.

Section 7. There shall be no lost time in wages to any employee on the day of injury when medical attention is required for said employee while working on the Employer's job. The employee must submit a note from the doctor, or clinic, stating that the employee cannot work that day.

Section 8. Where, for the benefit of an Employer, an employee must cross a body of water in order to reach the jobsite, and, where there is no public transportation available to said site, then it shall be the duty of the Contractor to provide adequate safety and comfort for the employee's transportation. The Employer shall cover such employees under a policy of Public Liability Insurance, the certificate of which shall be posted in a conspicuous place on any conveyance used by the Employer. Should such transportation whether private or public, require extraordinary fare, such fare shall be paid by the Employer. The employee shall not leave the shore opposite the jobsite earlier than the start of the shift and the shift shall not end until the

employee has been returned to the same shore.

Section 9. The Employer shall notify an Employee by 5:00pm., or earlier ,each day, as to whether his/her services will be required by the Employer on the following day. If an employee is not notified in accordance with the foregoing requirement, then the Employee shall receive not less than (7) hours pay for such day.

Section 10. In every case, the Employer will be required to notify the local union by fax by five (5) PM on a daily basis, the location and names of the employees that will be working at each location upon the start of work.

Section 11. During the installation, erecting, removing of a material and/or personnel hoist, the car(s) are operated by a member of the jobsite work crew.

ARTICLE VI

MANNING - GENERAL FOREMAN & FOREMAN

Section 1. The Employer shall have one General Foreman, who shall perform either supervisory work or be a working General Foreman in charge of a gang, at the option of the Employer. Each gang which consists of three or more employees shall have a Foreman, who may work or not, at the option of the Employer. The General Foreman and Foreman shall be selected by the Employer, shall be the agent of the Employer and shall have at least five (5) years experience in the industry. The General Foreman shall be paid a fixed weekly wage for a forty (40) hour week, whether he/she works or not.

Section 2. MANNING.

The employer shall have the right to request members by name, provided the requested members name appears on the District Council Out of work list. When installing Sidewalk Shed, Bridging and Scaffolding, the "Gang" shall be a minimum of one Journeyman and one Apprentice or one Apprentice for every four Journeymen. The Apprentice shall be utilized to unload and distribute material to the Journeymen on site. First and second year Apprentices may climb up to twenty five (25) feet. There is no limitation on a third or fourth year Apprentice. There shall be a foreman for each jobsite designated by the company. He/she shall receive foreman's pay.

The contractor will be responsible for reporting to the New York City District Council of Carpenters, by phone, fax, or other means agreed to, prior to the start of a job, the location of the job, the number of Carpenters sent to the job site, and the approximate duration of the job.

ARTICLE VII

HOURS OF WORK

Section 1. FLEXIBLE STARTING TIME The normal work day shall start at 8:00 a.m. and end at 4:30 p.m. but may be changed by the Employer due to work site conditions to start between 5:00 a.m. and 10:00 a.m. for all or a portion of the employees. Notification to the Union will be given by the Contractor when changed from the

normal 8:00 a.m. starting time.

Section 2. The Contractor may start a portion of the crew one hour prior to the established start time at straight time wages due to unusual job site conditions. The Contractor will determine the number of employees necessary. The Job Steward will be part of the early crew. It is understood that this is not intended to establish a continuous staggered work day.

Section 3. SHIFT WORK The Employer may work two shifts with the first shift working a normal work day (as described in Section 1 of this Article) at straight time rate of pay. If the Employer is required to start an afternoon or evening shift, such shifts will receive one hour at double time for the last hour of the shift (nine hours for eight hours worked). In addition, members of such "second" shifts shall be allowed one-half hour lunch, with this time being included in the hours of work established. The Employer shall notify the Union in advance of beginning of shift schedule. Failure to notify the Union will require the Employer to pay premium time.

Section 4. When performing alteration, repair work or when it is not possible to erect or dismantle work during regular working hours, said work shall proceed during off-hours, as scheduled by the Employer, but starting no later than 11:00 p.m. The work day and the rate of pay differential shall be the same as the second shift provisions. In addition, members of the off-shift crew shall

be allowed one-half hour to eat, with this time being included in the eight hours of work. All additional hours worked in excess of the shift shall be paid at the rate of time and one half. The Employer shall notify the Union in advance of beginning said off-hour work, which shall be performed subject to provisions of this **Section** and subject to notification to the Union. The Employer must receive by the Union, approval of off hour work. Failure to notify the Union will require the employer to pay premium time.

Section 5. SATURDAY MAKE-UP When conditions beyond the control of the Employer, such as severe weather, widespread power failure, fire, natural disaster, 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 the calendar week in which work was prevented, as a make-up day at straight time. All hours worked in excess of the normal day shall be paid at time and one half. When a holiday falls on a Saturday, then the make-up day rate shall be paid at double time pay. 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 11:00 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 proceeding 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 of first refusal to work in the make-up Saturday, without penalty. If members are needed to work a make-up Saturday, other than those already working on the job, the Employer shall call the Union for members before employing others. A make-up Saturday shall be no less than the eight hours established by the regular shift, with one-half hour off to eat, charged to the hours worked.

ARTICLE VIII

WAGES, FRINGE BENEFITS, HOLIDAYS

Section 1. WAGES - Wage rates and fringe benefit contribution within the bargaining unit shall be determined and/or reallocate by Union at its sole discretion:

TOTAL WAGES & FRINGE BENEFITS - JOURNEYMAN CARPENTER

The Pension, Vacation and Annuity Fund contribution rates for Apprentices are based upon 50% of the Journeyman rate. The Union and "The Hoisting & Scaffolding Trade Association, Incorporated" have agreed to a 5 year contract.

Year 1 - \$0.00

Year 2 - \$2.60

Year 3 - \$2.65

Year 4 - \$2.70

Year 5 - \$2.70

Section 2. Time and one half shall be paid for all work performed before 8:00 a.m. and after 5:00 p.m., and all day Saturday. Overtime rates shall be paid before 8:00 a.m. and after

4:30 p.m. Other than an emergency, notice of all overtime work should be given to the Carpenters as soon as the Employer is notified. Carpenters will not be penalized for refusing to work overtime. The employees shall have a lunch period from 12:00 p.m. to 12:30 p.m. This lunch hour may be changed as a result of the need to make raises or as a result of wrecks which require work during that period of time. The lunch time may be changed to accommodate work site conditions.

Where an employee is still working at 6:00 p.m., he/she shall be allowed one-half hour in which to eat supper and shall be paid at the regular overtime rate for that time.

Section 3. HOLIDAYS The legal holidays referred to herein are: New Year's Day, President's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Columbus Day, Election Day (only in Presidential Year), Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Any such holidays shall be observed as required by law. Employees employed on the last legal working day before Christmas day and before New Years day and who report to work and work on such days, shall receive three (3) hours afternoon pay without working. Work performed on afternoon of said day shall be paid at double (2) time rate.

Section 4. Cathead (Hoist) jumps are not emergency work. In the event the Hoist (cathead) must be raised, modified or lowered on a Sunday double time will be paid. If the Sunday is a holiday,

Triple time shall be paid. If one of the above listed holidays falls on a Sunday and an employee works on the following day, he/she shall be paid double time.

Section 5. Wages shall be paid weekly on the job before 4:30 p.m. on Friday, said wages to be paid either in cash in envelopes, upon the outside of which shall be plainly marked the Employer's name, the employee's name and number, Social Security number, the hours worked, and the amount of money enclosed, or by check provided: Pay will be distributed weekly. Wages shall be paid within 72 hours of the end of pay week established at the beginning of the job.

(a) The check is a Todd Insured A.B.C. System Payroll Check, or similar type of check, containing above information, as on pay envelope, and that delivery of the checks to the employees shall be made at least on the day preceding a banking day.

(b) The Employer has complied with the provisions of this agreement relating to bonding. Any deductions from wages now hereafter required by law shall also be marked on face of pay envelopes. If employees are not paid as specified above, double time shall be paid for Friday between the hours of 4:30 and 6:30 p.m. and single time for working time thereafter, until paid, not exceeding 14 hours, provided, however, that the employees report to and remain on the job during the said 14 hours.

Employees shall be given one (1) hour's notice before being

discharged or laid off and in either event they shall be fully paid at once in cash or by insured check under the reasons and conditions set forth in this **Article**. This does not apply to any temporary suspensions of work during the pay week beyond the control of the Employer.

ARTICLE IX

FRINGE BENEFIT FUNDS

Section 1. Every Employer covered by this Agreement shall make contributions for each hour worked of all employees covered by this Agreement and employed by said Employer within the territory of this Agreement in the amounts hereinafter specified to the Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, Apprenticeship, Journeymen Retraining, Education and Industry Fund, New York City and Vicinity Carpenters Joint Labor-Management Cooperation Trust Fund, United Brotherhood of Carpenters and Joiners of America Funds, and Supplemental Funds of the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America. Except as provided in this Agreement full benefits shall be paid for Foreman, General Foreman and Journeypersons. Each Employer's pertinent books and payroll records, including cash disbursement records, shall be made available upon demand of the Trustees at all reasonable business hours.

The parties to this Agreement recognize the New York City and

Vicinity Carpenters Joint Labor-Management Cooperation Trust Fund. The Committee will be funded by contributions paid through the Trust Funds Benefit Plan. Said donations shall be made in accordance with all applicable Federal and State Laws pertaining thereto.

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

Each Employer to this agreement realizes that the failure of any Employer to make the required fringe benefit fund contributions affects the liability of all Employers to this agreement and decreases the benefits available to the Carpenter employees of this Employer. Therefore, each Employer to this Agreement shall make available to the Trustees of the various Fringe Benefit Trust Funds, or their designated auditing representatives, all pertinent books and records, including all cash disbursement records, required for an audit to enable said auditor to ascertain and independently verify that the proper contributions hereunder have been paid and such records will be produced whenever deemed necessary by the Trustees in connection with the proper administration of their fiduciary responsibilities. In order to accomplish this end, it is specifically agreed that should any

affiliate or subsidiary Employer as described in this Agreement be involved with the business activities of this Employer that this Employer will make available all the pertinent books and payroll records of such affiliate or subsidiary to the auditor so that a complete audit can be made. The extent of the audit and the determination as to what pertinent records are necessary to complete the audit is in the sole discretion of the Employer/Union Trustees so that they may independently verify that all required contributions have been made and discover the identity of all beneficiaries under the plans that they have been entrusted with for proper administration.

When auditors are sent to audit the books of any Employer, General Contractor, Prime Contractor, Builder or Subcontractor and a definite appointment is scheduled, when the auditor or auditors cannot start at the appointed time and date and must return, or when valid payroll records are not furnished, then the said Employer, General Contractor, Prime Contractor, Builder or Subcontractor shall be penalized and pay the sum of \$100.00 per auditor, to cover the expense of the auditor or auditors. Same to be included in Trust Agreements of all District Council Funds.

It shall be a violation of this Agreement for any Employer, General Contractor, Prime Contractor, Owner-Builder, or Subcontractor, bound by this Agreement, to refuse to furnish proper records when requested, for the purpose of completing an audit.

The Union shall have the right to remove all its members from the offending Contractor upon twenty-four (24) hours' notice. If such employees who are removed remain on the jobsite during regular working hours, they shall be paid for lost time not to exceed three (3) working days' pay.

Section 2. Contributions to the New York City District Council of Carpenters Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, New York City and Vicinity Labor Management Cooperation Fund, United Brotherhood of Carpenters and Joiners of America Fund, Apprenticeship Journeymen Retraining Educational and Industry Fund, and Supplemental Funds shall be in accord with this Agreement. The contribution to the Supplemental Funds shall be allocated in the following manner:

Carpenters Relief and Charity Fund
Two and one-half cents (\$0.025) per hour

District Council Scholarship Fund
One-and-one-half cents (\$0.015) per hour

The purpose of the Carpenters Relief and Charity Funds is to enable the parties to make charitable donations in the name of the carpentry industry from time to time. Said donations shall be made to duly recognized tax exempt institutions within the meaning of the Internal Revenue Code and to provide emergency assistance to bona fide victims of disaster, catastrophe and community projects for the good of the general public. The contributions shall be included in the payment of the Fringe Benefits. The Fund shall be

administered by a minimum of two persons, one designated by the Union and the other by the Employer Associations. They shall serve without pay and shall be bonded to the extent required by law. All monies 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 or records as may be necessary. Once a year the administrators shall account for all monies received and disbursed.

The Supplemental Funds shall be established in accordance with applicable law, and any employee's authorization that is required shall be secured by the Union.

It is agreed that all contributions are due and payable to the District Council Fund Office as called for in this Agreement for the other fringe benefit funds and the Employer does hereby authorize said area Fund Office to forward said contributions to the Fund Office in such manner as the Trustees of said fund shall reasonably require.

If any of the above allocations are determined to be, in the opinion of Counsel legally improper, then in that event said allocation may be re-allocated by the Union to a presently existing Fringe Benefit Fund, or to another fund to be established by the

Union and the Employer.

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

Section 3. Each Employer shall be bound by all of the terms and conditions of the Agreements and Declarations of Trust, creating the Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, New York City and Vicinity Labor Management Cooperation Fund, United Brotherhood of Carpenters and Joiners of America Fund, Apprenticeship Journeymen Retraining Educational and Industry Fund, and Supplemental Funds, as amended, and by all By-Laws adopted to regulate each of said Funds. The Trustees of the Funds shall secure the approval of the Treasury Department under the applicable provisions of the Internal Revenue Code and shall amend the same, if necessary, to secure such approval, so as to qualify the Employer-contributions as deductions for Federal Income Tax

purposes.

Section 4. It is agreed that no contributions to any of the Funds as specified in this **Article** shall be required on the premium portion of wages. For the purposes of these **Sections** only, all hours worked shall be regarded as straight-time hours.

It is further agreed, however, that contributions specified in this **Article** shall be paid on the hours represented by wages received for not working on the afternoon of the days specified in **Article VIII, Section 3.**

In the case of Foreman and General Foreman contributions shall be made to the fringe benefit funds on the basis of hours for which said employee is actually paid. This provision shall not apply to bonuses, paid vacation or paid sick leave, voluntarily paid to said employees.

Section 5. Whenever the Employer is in default in payments to the Funds referred to in **Article IX** of the Agreement, and reasonable notice of such default is given to the Employer, if the payments are not made, the Union may remove its members from the work of such Employer. If such men who are removed remain at the jobsite during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

Section 6. (a) In the event that formal proceedings are instituted before a court of competent jurisdiction by the trustees

of a Benefit Fund or Funds to collect delinquent contributions to such Fund(s), and if such court renders a judgment in favor of such Fund(s), the Employer shall pay to such Fund(s), in accordance with the judgment of the court, and in lieu of any other liquidated damages, costs, attorney's fees and/or interest, the following:

- (a) the unpaid contributions; plus
 - (b) interest on the unpaid contributions determined at the prime rate of Citibank plus 2%; plus
 - (c) an amount equal to the greater of --
 - (1) the amount of the interest charges on the unpaid contributions as determined in (b) above, or
 - (2) liquidated damages of 20% of the amount of the unpaid contributions; plus
 - (d) reasonable attorney's fees and costs of the action;
- and
- (e) such other legal or equitable relief as the court deems appropriate.

(f) In the event that proceedings are instituted before an arbitrator under **Section 7** of this **Article** to collect delinquent contributions to Benefit Fund or Funds, and if such arbitrator renders an award in favor of such Fund(s), the 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. Should any dispute or disagreement arise between the parties hereto, or between the Union and any Employer 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, or the Union, as the case may be. Unless a waiver is mutually agreed to in writing by the parties hereto, a hearing shall be convened as soon as practicable, and the arbitrator shall submit his award within twenty (20) days after 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 fashion an appropriate remedy including, but not limited to, monetary damages. The arbitrator's award in this regard shall be final and binding upon the parties hereto 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 and J.J. Pierson are hereby designated as impartial arbitrator(s) hereunder.

The agreement of the parties to submit said matters regarding the payment of contributions to an arbitrator does not excuse the

Employer from any statutory, civil or criminal liability which may attach to his actions under Municipal, State or Federal law. The submission of a matter to arbitration is in no way meant to affect the right of the Union to remove its members from an Employer's premises, as provided for in this Agreement.

Section 8. A benefit plan has been established which provides for the payment of contributions to the Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, New York City and Vicinity Labor Management Cooperation Fund, United Brotherhood of Carpenters and Joiners of America Fund, Apprenticeship Journeymen Retraining Educational and Industry Fund, and Supplemental Funds pursuant to a consolidated stamp, including the filing of the monthly summary report with the Fund office. The Employer will comply with procedures established by the Benefit Fund Trustees to assure that the employee receives the consolidated stamp together with his/her pay. The stamps shall be purchased through facilities established by the Bank of New York or such other agencies authorized by the Trustees.

ARTICLE X

BONDING

Section 1 An Employer is required to post a bond as set forth in **Article X, Section 5** of this agreement to guarantee payment of contributions to the Funds as provided for in **Article IX**.

Section 2 EMPLOYER'S ACKNOWLEDGMENT OF PROMPT PAYMENTS TO THE

FUNDS The Employer further acknowledges and the parties agree that prompt payment of fringe benefit contributions is essential to the proper administration of the Agreement, the appropriate funding and actuarial soundness of the Funds and the timely payment of benefits to participating employees. The Employer agrees to comply with the Funds' Collection Procedures which will include a 7 day grace period to report benefits, as may be adopted by the Board of Trustees, including responding to information and other requests on a timely basis, promptly including but not limited to permitting and cooperating with an audit. When a signatory Employer owes to the Benefit Funds an amount greater than the face amount of its surety bond, the surety bond must be increased to cover such indebtedness. An Employer determined to be delinquent shall be required to make weekly cash payments to the Funds by certified check to cover on-going contribution obligations. If this is not done, the Union at its discretion may remove all members of the bargaining unit from the employ of that Employer.

Section 3 JOB ACTION FOR NON-COMPLYING EMPLOYER The Employer agrees to provide a bond in such amounts as provided for here in **Article X** relating to Bonding before commencing any work. In the event that the Employer fails to provide such bond within seven (7) days of commencing work, the District Council may consider the Employer in default and remove its members, upon reasonable notice, from each of the Employer's job sites. If the members remain on

the site, they shall each receive no more than three (3) days of wages and fringe benefit contributions during such job action.

Section 4(a) NO LIMITATIONS

This **Section** shall in no way relieve or excuse any Employer of the obligation to provide the required Bond regardless of the business form under which the Employer does business, nor shall this provision limit the personal liability of any corporate officers or shareholders based on operation of law.

(b) APPLICATION TO NON-COMPLYING EMPLOYER

Any Employer commencing work in violation of this **Section** shall be in violation of **Article IX** relating to the Funds.

Section 5 BOND AMOUNT The Funds' Trustees shall determine the amount of Bond the Employer is required to provide, but such amount shall be no less than an amount equal to sixty days of estimated contributions.

The Employer shall provide a Bond in the minimum amounts as follows:

| <u>Number of Employees</u> | <u>Bond Amount</u> |
|----------------------------|--------------------|
| 1 - 3 | \$ 10,000.00 |
| 4 - 7 | \$ 15,000.00 |
| 8 - 15 | \$ 20,000.00 |
| 16 - 20 | \$ 30,000.00 |
| 21 - 25 | \$ 75,000.00 |
| over 26 | \$125,000.00 |

The Funds may seize the bond if the Funds determine that the Employer has failed to make required contributions to the Funds or

if the Employer has violated the Funds' Collection Procedures. The amount of the bond shall be subject to increase or decrease, in the discretion of the Trustees, depending on the number of employees employed on a particular job site or period.

ARTICLE XI

MISCELLANEOUS CONDITIONS

Section 1. The Employer stipulates that any firm, partnership or corporation, engaging in work normally covered by this Agreement in which it has or acquires a financial interest shall be bound by the terms of the Agreement.

Section 2. This Agreement and all its terms and provisions are based 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 3. The terms, covenants and conditions of this Agreement shall be binding on all Sub-Contractors at the site to whom the Party of the First Part may have sublet all or part of any contract entered into by any of the Contractors of the Party of the First Part. The Party of the Second Part stipulates that such Sub-Contractors shall provide the bond required by the terms of the first **Section** of this **Article**.

Section 4. It is agreed that it shall be mandatory upon the Employer, General Contractor, Prime Contractor, or Builder to

notify, by Certified Mail or by hand-delivered letter, the New York District Council of Carpenters within thirty (30) days of an award prior to the start of work, that a sub-contract necessitating employment of members of the New York District Council of Carpenters has been let. Included in this notification shall be the name and address of such Sub-Contractor, and the location of job.

Section 5. Reimbursement for loss of tools or clothing due to fire or theft shall be paid not to exceed:

\$200.00 for Tools -\$100.00 for Boots - \$ 90.00 for Overcoat

The loss must be reported, in writing, to the job supervisor and a Police report filed within two working days of the occurrence.

Section 6. The Employer shall report to the Union each job that it is awarded, within a reasonable time of the award.

Section 7. All Carpenters will be given time to wrap up their tools and wash up on company time before lunch and quitting time.

Section 8. Any Employer found guilty of offering cash to Carpenters for hours worked shall pay a fine of twenty five thousand (\$25,000.00)dollars to a mutually agreed upon fund, after he has paid all monies that were due to the Benefit Funds.

Section 9. Every signatory Employer party to this contract shall notify the District Council assignees and the Association on its specified form, by Fax, Certified Mail or any future acceptable

method available, of the awarding of any contract on which any of the work described in **Article IV** hereof shall be performed by said Employer or a Subcontractor. Said notice shall include the location of the job and the name and address of the Contractor or Subcontractor involved. Failure to comply with the **Section** shall be a breach of this Agreement and shall authorize the Union to remove its members from any job on which said Contractor or Subcontractor has not complied with this notice. The aforesaid notice shall be given within thirty (30) days of the award of a contract, and, in any event, prior to the commencement of work, or, after the cessation of work, prior to the recommencement thereof. It is understood that the provisions of this **Section** will be strictly enforced by the Union. Further, after notification has been given to the Union by the Employer, as set forth above, a pre job conference will be held, if one is requested by the Union. All jobs are to receive a New York City District Council job number and notification is to be provided to the Union of all job site locations.

Section 10. The Union agrees to implement an Alternative Dispute Resolution (ADR) insurance program.

ARTICLE XII

HARDSHIP & ADVISORY COMMITTEE, GRIEVANCE AND ARBITRATION

Section 1. The Committee is to replace the "Trade Board" as established in this **Section** and assume all its duties. In addition

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.

(a) The Committee may modify terms and conditions to allow the Association Contractor to manage its particular project or to compete against unfair Contractors on a site by site basis.

(b) 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 bargaining agreement.

(c) The Committee will meet, upon written request, by the Association or the Union within three (3) working days. Such request, by fax or letter, shall state the project location, local Union, Contractor, Sub-contractor and brief summary of the question to be discussed.

Section 2. Step I - Within 12 months of the date of violation, all complaints, disputes and differences concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement, or in the event there shall exist any claim, demand, dispute or controversy between the parties hereto, excluding the merits of jurisdictional dispute, i.e., a dispute with another trade over the assignment of work, the parties

hereto shall first attempt to settle and adjust such dispute, claim, demand or controversy by negotiation.

Section 3. STEP 2 - In the event said dispute, controversy, claim or demand shall not be completely adjusted, the parties agree that it shall be referred to the Hardship and Advisory Committee. The Committee will have the authority to address, in a timely fashion, any undue hardships the collective bargaining agreement may impose on the Union, a Contractor of the Association on any issue by issue basis.

The Committee may modify terms and conditions to allow the Association Contractor to manage its particular project or to compete against unfair Contractors on a site by site basis.

All issues that 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. 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 4. STEP 3 - The Committee shall consist of three (3) members to represent the Association and three (3) members to represent the Union. The Committee shall meet after a written

request by either the Employer, the Association or the Union. Each member shall cast one vote. Two members representing the Association and two members representing the Union shall constitute a quorum. Any member of the Committee directly involved in the dispute may be challenged by any two members of the Committee and be replaced. Decision shall be by majority of the votes cast and shall be final and binding on both parties. The Committee shall have the power and authority to fashion such remedy, including the imposition of damages, as it deems appropriate. Any grievance not resolved by the Committee shall be submitted to arbitration under the terms of the grievance procedure.

Section 5. Any grievance not resolved shall be submitted to arbitration before Roger Maher and J.J. Pierson who shall serve as the permanent contract arbitrator(s) hereunder. The arbitrator shall conduct a hearing in such a manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this agreement, and his powers shall be limited to the interpretation or application of the terms of this Agreement and all other matters shall be excluded from arbitration. 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 the arbitration, including the arbitrator's fee shall be borne equally by the Employer 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 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 may be made on either the individual Employer and the Association. A post office receipt shall be conclusive evidence of proper service if mailed to address designated by the Employer when it signed the agreement.

ARTICLE XIII

SUBCONTRACTING OBLIGATIONS

Section 1. The Employer who is a party to this Agreement will not subcontract any work covered by this Agreement to any of their employees in order to circumvent the payment of wages, fringe benefits, and working conditions, provided for herein.

Section 2. The Employer who is a party to this Agreement,

once having been awarded a contract, will not thereafter re-contract or re-subcontract to another party to perform the same type of work without prior notification to the Union.

Section 3. An Employer who is a party to this Agreement agrees that it will be a violation of the Agreement for him to award a sub-contract to any Sub-Contractor who does not have an Agreement with the New York City District Council of Carpenters, or to a Sub-contractor who does have an Agreement with the New York City District Council of Carpenters, but is delinquent or in default of monies due to members for wages, or is delinquent or in default of monies due to the New York District Council of Carpenter Funds; namely, Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, New York City and Vicinity Labor Management Cooperation Fund, United Brotherhood of Carpenters and Joiners of America Fund, Apprenticeship Journeymen Retraining Educational and Industry Fund and Supplemental Funds or any other Fund that may be incorporated in the new collective bargaining agreement, after such Employer has been notified of this delinquency by the Union.

Section 4. The Employer who is a party to this Agreement, shall be wholly and solely responsible to the New York City District Council of Carpenters for any default or delinquency in payments, when notified by the Union of such delinquency on the part of their Sub-Contractor to the following Funds: New York City District Council of Carpenters Welfare Fund, Pension Fund, Vacation

Fund, Annuity Fund, New York City and Vicinity Labor Management Cooperation Fund, United Brotherhood of Carpenters and Joiners of America Fund, Apprenticeship Journeymen Retraining Educational and Industry Fund, and Supplemental Funds, or any new Fund to be established as a result of the current negotiations.

Section 5. The Employer who is a party to this Agreement agrees that it shall be a violation of the Agreement for it to refuse to submit the proper records when requested for the purpose of completing an audit. The Union may remove all its members from any jobs that may be in operation by such Employer, General Contractors, Prime Contractors, Builder or Sub-Contractor upon twenty-four (24) hours' notice or until such time as the proper records are made available. If such employees, who are removed, remain at the job site during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

Section 6. When auditors are sent to audit the books of any Employer who is a party to this Agreement and a definite appointment is scheduled, but the auditor or auditors cannot start at the appointed time and date due to the fault of the Employer, and must return, then the said Employer shall be penalized and pay a sum of money to cover the expense of the auditor or auditors. The amount to be paid shall be as fixed and determined by the Employer and employee Trustees of the various Trust Agreements of the New York City District Council of Carpenters. A provision to

this effect shall be included in the Trust Agreements of all District Council Funds.

ARTICLE XIV

MORE FAVORABLE TERMS IN OTHER AGREEMENTS

Most Favored Nations Clause:

If during the term of this Agreement, the District Council grants to any "Hoisting & Scaffolding Trade Association, Incorporated" employer (Association Member) for its operations within the District Council's geographic jurisdiction more favorable terms or conditions of employment than those contained in this Agreement., and this is found to be the case by an Arbitrator per expedited arbitration, the HASTA Association shall the right to have such favorable terms or conditions incorporated in this Agreement.

ARTICLE XV

DISCHARGE/DISCIPLINE

The Employer has the right to discipline or discharge any employee for just cause subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XVI

EMPLOYER RIGHTS

The management of business and the operation of the Employer and the authority to execute all the various duties, functions and responsibilities incident thereto is vested in the Employer. The

Employer reserves all the rights, powers and authority customarily exercised by management except as specifically modified by this Agreement.

ARTICLE XVII

SAFETY

In the event of a safety problem raised by the Union, the Employer and Union agree to meet on the job site immediately with the Safety Coordinator. The resolution of the problem shall not of necessity involve the placing of an additional employee on the job.

Management may determine who from the Employer's company shall attend such a meeting.

ARTICLE XVIII

JURISDICTIONAL DISPUTES

All jurisdictional disputes between or among building and construction trades unions and employers , that are parties to this CBA, shall be settled and adjusted according to the current plan established by the New York Plan for settlement of Jurisdictional disputes , as amended from time to time. Decisions rendered by the New York Plan shall be final, binding and conclusive on the employer and the union parties to this agreement.

Section 1. NO WORK STOPPAGE - It is agreed that where a jurisdictional dispute arises, there shall be no stoppage of work by trades affiliated with the AFL-CIO, and the trade in possession of the work shall proceed with the job and the question. The

dispute shall be resolved per Section 1(b) above.

Section 2. TERMINATION OF EMPLOYMENT DURING WORK STOPPAGES - In the event of any stoppage of work caused by any Union or Unions connected with the AFL-CIO, the Employer may pay off its employees at the end of the workday on which the stoppage occurs, and will not have to pay these employees for any time during the period of the work stoppage, except when the Employer is in default on payments to the Fringe Benefit Funds as provided herein, when **Article IX, Section 5** shall be applicable.

ARTICLE XIX

PROMOTIONAL FUND

Section 1. All Employers covered by this Agreement shall contribute three (.03) cents for every hour worked by the employees of said Employers for work defined by this Agreement.

Section 2. The Benefit Fund Office of the District Council shall advise the Union and the Promotional Fund of the Association whenever an Employer shall be in default in the payment of contributions due the Promotional Fund of the Hoisting & Scaffolding Trade Association, Incorporated.

Section 3. Each Employer shall be bound by all the terms and conditions of the Agreement and Declaration of Trust by and between each signatory of this Agreement, creating The Industry Promotional Fund for the Hoisting & Scaffolding Trade Association, Incorporated and by all By-Laws adopted to regulate said Fund. The Trustees of

said Fund shall secure the approval of the Treasury Department under the applicable provisions of the Internal Revenue Code, and shall amend the same if necessary to secure such approval, so as to qualify the Employer-contributions as deductions for Federal Income Tax purposes.

Section 4. All Employer contributions to The Industry Promotional Fund for the Hoisting & Scaffolding Trade Association, Incorporated shall be remitted with the stamp plan contributions for the Benefit Funds. The bank servicing the Benefit Funds shall deliver all such contributions to the Promotional Fund of the Hoisting & Scaffolding Trade Association, Incorporated, after verifying that the amount of each such contribution has been correctly computed by the Employer.

Section 5. The Industry Promotional Fund for the Hoisting & Scaffolding Trade Association, Incorporated shall reimburse the Carpenters' Fringe Benefit Funds all expenses incurred by it, for services rendered by it.

Section 6. The Fund and all payments thereunder may not be used for lobbying in support of anti-labor legislation and for any purpose contrary to the interest of the New York City District Council of Carpenters nor for subsidizing of any Contractor during periods of work stoppage or strikes.

Section 7. There shall be established by this Agreement a Joint Review Committee, consisting of two (2) members appointed by

the Hoisting & Scaffolding Trade Association, Incorporated whose duties among other things, should be to periodically review any increase or decrease in the amount of the Surety Bonds as the case may be, or in the event of a default of the terms and conditions of the Collective Bargaining Agreement by Signatory Employer when engaged in Construction as defined in **Article IV**, where a new, different, or additional Bond is required. And to perform such other duties and services as may serve to upgrade and maintain the standards of the industry, and to create greater work opportunities for members of the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America.

ARTICLE XX

VALIDITY

If the Courts should decide that any clause or part of this agreement is unconstitutional or illegal, or should any clause or part of this agreement be found contrary to present or future laws, it shall not invalidate the other portions of this agreement, it being the sole intent and purpose of this agreement to promote peace and harmony in the craft along lawful lines.

ARTICLE XXI

EXPIRATION CLAUSE

This Agreement shall be binding on the Employer and Union, their successors and assigns. The duration of this Agreement shall continue until June 30, 2016 and shall be renewed automatically for

one year intervals thereafter, unless notice to the other at their last known address has been provided by either party by certified and regular mail no later than ninety (90) days nor no less than sixty (60) days before the contract expiration that such party seeks to negotiate a new contract or modify or amend this Agreement through negotiations. Once negotiations have commenced, neither party will seek to alter unilaterally the terms or conditions of employment of employees covered by this Agreement until such terms have been changed by execution of a newly negotiated Agreement.

ARTICLE XXII

EFFECTUATING CLAUSE

The parties hereto make and enter into this Agreement, in witness whereof, we, their duly authorized and empowered representatives, have hereunto set out hands and seal this 1st day of JULY, 2011.

ARTICLE XXIII

COMPLIANCE

Failure to adhere to the terms and conditions of this contract may result in a 50/50 manning ratio and a mandatory steward on every job as well as any fine and penalties imposed by the grievance process as defined in Article XII of this agreement.

ARTICLE XXIV

UNION RECOGNITION AND DUES CHECK-OFF

Union Recognition

The Union has requested that the Employer recognize it as the Section 9(a) representative of its employees, the Union has submitted to the Employer evidence that the Union has the support of a majority of the Employer's employees, and the Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act of all employees covered under this Agreement on all present and future jobs within the Union's craft and territorial jurisdiction.

Dues Check-off

Upon receipt of an executed, written authorization the Employer shall deduct from the weekly wages of each individual covered under this Agreement union dues 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 of employees for whom said monies are to be credited. Pursuant to Section 302(c) of the Labor Management Relations Act of 1947, the written authorization shall state:

I, _____ [print name], in accordance with the terms of the Collective Bargaining Agreement between the Hoisting & Scaffolding Trade Association, Inc. and New York City & Vicinity District Council of Carpenters, hereby voluntarily authorize my Employer and all subsequent Employers, to deduct from my wages working

dues in such amounts as specified by the Union. Such dues shall be remitted promptly after deduction to the Union's Executive Secretary Treasurer or designee.

This authorization shall be irrevocable for the period of one (1) year, or until the termination of the Collective Bargaining Agreement, whichever is sooner, and shall be automatically renewed and irrevocable for successive periods of one (1) year each, or for the period of each successive collective bargaining agreement between the Employer and the Union, whichever shall be shorter unless written notice is given by me to the Employer and Union not less than sixty (60) days prior to the expiration of each period of one year, or each collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

Signature: _____

Date: _____

FOR AND ON BEHALF OF, AND AUTHORIZED BY
THE HOISTING & SCAFFOLDING TRADE ASSOCIATION, INCORPORATED
and whose names are attached hereto.

By:  Date 6/29/2012

For the Union:
DISTRICT COUNCIL OF NEW YORK CITY AND
VICINITY OF THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA.

By:  6/29/2012

The Trade Association and/or the Employer, signatory to this Agreement, hereby acknowledges receipt of copies of the Agreement and Declaration of Trust of the New York City District Council Carpenters Welfare Fund; Pension Fund; Apprenticeship, Journeymen Retraining, Educational and Industry Fund; Annuity Fund; United Brotherhood of Carpenters and Joiners of America Fund; Vacation Fund; New York City and Vicinity Joint Labor Management Cooperation Trust Fund and Supplemental Fund.

By: _____

SIDE LETTER

Between

JULY 01, 2011 - JUNE 30, 2015

THE HOISTING & SCAFFOLDING TRADE ASSOCIATION INC

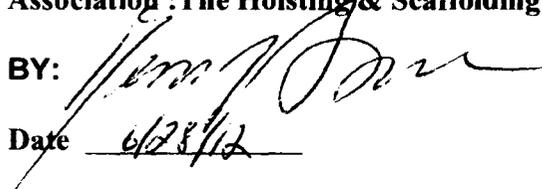
and

**DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHER-
HOOD OF CARPENTERS AND JOINERS OF
AMERICA**

Any member of the Hoisting & Scaffolding Trade Association, Inc who may be signatory with the New York District Council of Carpenters Joiners of America through any other Collective Bargaining Agreement negotiated by the New York District Council of Carpenters Joiners of America hereby agrees:

That all covered work within The Hoisting & Scaffolding Trade Association Incorporated Collective Bargaining Agreement will be performed exclusively under the terms and conditions of the The Hoisting & Scaffolding Trade Association Incorporated agreement.

Association :The Hoisting & Scaffolding Trade Association Inc.

BY: 

Date 6/28/12

District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America

BY: 

DATE 6/29/12

WAGES

| WAGES (per hour) JULY 1st, 2011 to JUNE 30,2015 | | | | | | | |
|---|-------------------------------------|-------------------------------------|--|--|--|--|--|
| | <i>07/01/11 TO 06/30/12</i> | <i>07/01/12 TO 06/30/13</i> | | | | | |
| JOURNEYMAN | \$ 46.15 | \$ 46.15 | | | | | |
| FOREMAN | \$ 49.15 | \$ 49.15 | | | | | |
| GENERAL FOREMAN | \$ 52.15 | \$ 52.15 | | | | | |

| APPRENTICE WAGES (per hour) JULY 1st, 2011 to JUNE 30,2015 | | | | | | | |
|--|-------------------------------------|-------------------------------------|--|--|--|--|--|
| | <i>01/01/11 TO 06/30/11</i> | <i>07/01/11 TO 06/30/12</i> | | | | | |
| FIRST YEAR | \$ 18.46 | \$ 18.46 | | | | | |
| SECOND YEAR | \$ 23.07 | \$ 23.07 | | | | | |
| THIRD YEAR | \$ 30.00 | \$ 30.00 | | | | | |
| FOURTH YEAR | \$ 36.92 | \$ 36.92 | | | | | |

NOTE
EFFECTIVE 07/01/2012 YOUR ADP GROUP #s:
JOURNEYMEN 01121
APPRENTICE 01122

CARPENTER AGREEMENT

HOISTING ASSOCIATION

HOISTING ASSOCIATION

FRINGE BENEFITS

JOURNEYMAN, FOREMAN & GENERAL FOREMAN

| FRINGE BENEFITS (per hour) JULY 1st, 2011 to JUNE 30,2015 | | | | | | | |
|---|-------------------------------------|-------------------------------------|--|--|--|--|--|
| | <i>07/01/11 TO 06/30/12</i> | <i>07/01/12 TO 06/30/13</i> | | | | | |
| WELFARE | \$ 11.25 | \$ 13.84 | | | | | |
| PENSION | \$ 11.81 | \$ 11.81 | | | | | |
| ANNUITY | \$6.60 | \$6.60 | | | | | |
| A.J.R.E.I.F. | \$ 0.70 | \$ 0.70 | | | | | |
| VACATION | \$ 7.10 | \$ 7.10 | | | | | |
| SUPPLEMENTAL | \$ 0.04 | \$ 0.05 | | | | | |
| INT'L BRTHHD CARP (IBC) | \$ 0.08 | \$ 0.10 | | | | | |
| SUPPLEMENTAL PENSION | \$ 1.00 | \$ 1.00 | | | | | |
| N.Y.D.C.C. LABOR/ MGT. | \$ 0.30 | \$ 0.28 | | | | | |
| TOTAL FRINGES | \$ 38.88 | \$ 41.48 | | | | | |

CARPENTER AGREEMENT CARPENTER
 HOISTING ASSOCIATION

HOISTING ASSOCIATION

FRINGE BENEFITS
 ALL APPRENTICES

| FRINGE BENEFITS (per hour) JULY 1st, 2006 to JUNE 30,2011 | | | | | | | |
|---|-------------------------------------|-------------------------------------|--|--|--|--|--|
| | <i>07/01/11 TO 06/30/12</i> | <i>07/01/12 TO 06/30/13</i> | | | | | |
| WELFARE | \$11.25 | \$ 13.84 | | | | | |
| PENSION | \$ 5.91 | \$ 5.91 | | | | | |
| ANNUITY | \$3.30 | \$3.30 | | | | | |
| A.J.R.E.I.F. | \$0.70 | \$0.70 | | | | | |
| VACATION | \$ 3.55 | \$ 3.55 | | | | | |
| SUPPLEMENTAL | \$ 0.04 | \$ 0.05 | | | | | |
| INT'L BRTHHD CARP(IBC) | \$ 0.08 | \$ 0.10 | | | | | |
| N.Y.D.C.C. LABOR/MGT | \$ 0.30 | \$ 0.28 | | | | | |
| SUPPLEMENTAL PENSION | \$ 1.00 | \$ 1.00 | | | | | |
| TOTAL FRINGES | \$ 26.13 | \$ 28.73 | | | | | |