

**INDEPENDENT  
CONVENTION AND EXHIBITION FIELD  
AGREEMENT**

**between**

**and**

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

**FOR THE  
EXHIBIT SHOWS**

**July 1, 2001 - June 30, 2006**

## INDEX

Article	Page
I. Objectives.....	1
II. Trade Jurisdiction.....	2
III. Union Recognition.....	3
IV. Union Security.....	4
V. Foreman-Steward Trade Show Carpenter Hiring Schedule..	5
VI. Job Referral System Non-Discrimination Clause.....	9
VII. Lumping Prohibited.....	11
VIII. Geographical Jurisdiction.....	11
IX. Joint Venture.....	13
X. Hours - Holidays - Overtime.....	13
XI. Wages.....	15
XII. Grievance and Arbitration.....	20
XIII. No Strike - No Lockout.....	22
XIV. Validity.....	22
XV. Fringe Benefit Funds.....	23
XVI. Surety Bond.....	33
XVII. Miscellaneous Conditions.....	36
XVIII. A.J.R.E.I. Promotional Fund.....	43
XIX. Automatic Renewal and Expiration Clause.....	44
XX. Retroactivity.....	44
XXI. Effectuating Clause and Signatories.....	45

**AGREEMENT** made and entered into this 1<sup>st</sup> day of July 2001 and effective as of July 1, 2001, between:

**HEREIN REFERRED TO AS  
(THE "EMPLOYER")**

and the

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

**ARTICLE I**

**Objectives**

To establish and maintain wages, 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 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 labor peace and the adjustment of jurisdictional disputes; to provide sufficient forces readily available to meet the needs of Employer and to keep the Industry competitive, to keep costs to the Employer as low as possible yet provide for fair wages and terms and conditions of

employment.

## ARTICLE II

### Trade Jurisdiction

**Section 1.** As used in this Agreement, the words FOREMAN, CARPENTERS, DRAPERS, FLOORCOVERERS AND APPRENTICES, are understood to include all Carpenter employees performing jobs referenced to.

All layout work necessary to the Trade, and the use of any Level, Transit, Laser Beam, or any Optical Instrument required by the Carpenter for the completion of job or project.

All crating and rekrating and all work involved in the erection and dismantling of exhibits, displays, backgrounds and booths; all work requiring the use of bolts and screws or nail fasteners; tying, hanging, or nailing, taping of flags, banners, signs, tile and rug-laying, skidding and reskidding and turntables.

**Section 2.** The Employer recognizes the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America that have been established in its Constitution and Laws, by agreements with other crafts, or which are recognized as being the trade jurisdiction of the United Brotherhood and further agrees to assign all work to employees covered by this Agreement, subject to existing practices and agreements.

**Section 3.** When the Employer desires to engage in

manufacturing custom fixtures and mill-cabinet products, or any products normally within the jurisdiction of Local 2090, then it shall be governed by the appropriate agreement signed between the District Council and the Association of Employers engaged in such work.

### ARTICLE III

#### Union Recognition

**Section 1.** The parties agree that the "Principles" provided in this **Article** are intended for the general betterment of the Trade Show Industry and especially as affecting the parties of this Agreement. If, in their enforcement, any confusion or misunderstanding arises as to their meaning or interpretation, such differences shall be settled as provided in this Agreement.

**Section 2.** The Employer recognizes the Union as the exclusive bargaining representative for all the employees referred to in **Article II** above.

**Section 3.** No person representing the Union, except its Authorized Representatives, Executive Officers, Assistants to the President, and on-site Job Steward, shall have the right to interview the workmen during business hours. The Union Representatives shall comply with all general conditions of the job regarding passes, entrance to be used, etc.

## ARTICLE IV

### Union Security

**Section 1.** All employees who are members of the Union at the time of signing of this Agreement shall continue membership in the Union. All other employees must become members of the Union within thirty (30) 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 terms of this Agreement, this clause will automatically become modified to conform to such changes.

**Section 2.** The Union or its representatives shall not discriminate against any Foreman or any 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.

**Section 3.** All employees covered by this Agreement shall have the privilege of working for whomever they see fit, in accordance with the terms of this Agreement, and the Employer is to be at liberty to employ or discharge whomsoever it sees fit, in accordance with the terms of the agreement. Employees covered by this Agreement shall not refuse to work with persons who, after

thirty (30) 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.

#### ARTICLE V

##### Foreman-Steward Trade Show Carpenter Hiring Schedule

**Section 1.(a)** The Foreman shall be the agents of the Employer with respect to the hiring, discharge, and layoff of employees. The Employer shall have the right to name the Foreman on each site.

**(b)** The Union shall appoint a working Shop Steward (**Article XVII. Section 4.**)

**Section 2.(a)** The first Trade Show Carpenter on the job site shall be referred by the Employer. The second Trade Show Carpenter shall be the Union's selection. The third, fourth and fifth may be the Employers selection. Each selection shall presumptively be qualified as set forth in this **Article**, or possesses the skills of a presumptively qualified Carpenter. The balance shall be selected in the same manner: 50% from the Union and 50% from the Employer, as long as each of those Trade Show Carpenters selected

by both the Employer and the Union are presumptively qualified as set forth in this Article, or possess the skills of a presumptively qualified Carpenter. The Employer has the right to request up to 50% of the Union referrals by name, providing those Carpenters requested are members of the New York City District Council. A working Job Steward shall be appointed by the Union.

(b) Applicants seeking employment in the Trade Show Industry, through the Trade Show Out-Of-Work List, must be certified by completing a fifty (50) hour "Trade Show Industry Training Course" given by The New York District Council of Carpenters Labor Technical School.

(c) Certification. Certification that a Carpenter has successfully completed a course of instruction and training in each of the following Trade Show Industry skills shall satisfy the course of instruction requirement by the New York City District Council of Carpenters Labor Technical College and consists of a total of no less than 50 hours of actual training.

- i) floor layout;
- ii) pipe and drape work;
- iii) general carpentry and house work;
- iv) booth erection and maintenance;
- v) pop-up display erection and dismantlement;
- vi) masking out work;
- vii) rig work;
- viii) emergency medical services and fire prevention; and
- ix) compartment and client public relations.

(d) Employees covered by this Agreement referred to a job



site by the Union shall be referred from the Trade Show Out-Of-Work List.

(e) In the event the Trade Show Out-Of-Work List is exhausted all other covered employees covered by this Agreement referred to a job site by the Union shall be referred from the referral lists maintained by Local Unions or the District Council.

(f) When referrals are sought from the Local Unions, when practicable, the Local Unions shall be contacted in order to provide employment opportunities for Carpenters registered for referrals at each Local Union. When the Employer has requested employees with skills possessed by an applicable specialty Local Union then the specialty Local Union(s) may be called out of order.

**Section 3.** When four (4) or more Carpenters are employed, one (1) shall be the Foreman. The Employer at its sole discretion, may designate a second Foreman.

**Section 4.** Where five (5) or fewer Carpenters are employed, no more than one of them may be an apprentice. However, where more than five (5) Carpenters are employed, at least one may be an apprentice and for every six (6) additional Carpenters employed, at least one additional apprentice may be employed.

**Section 5. Erection and Dismantling of Pop-Up Displays.**

(a) The Employer, or his Exhibitor, may erect and dismantle "pop up" displays so long as such displays do not exceed ten (10)

feet in length and can be erected and/or dismantled by one employee using no tools in one half hour or less. A "pop up" display is defined as a self-contained unit which can be hand-carried by one employee.

**Section 6. Trade Show Out-Of-Work List**

(a) The District Council shall maintain the list of Industry applicants (the "Trade Show Out-Of-Work List") and administer the referral of registrants to jobs covered by this Agreement, in accordance with the provisions of this Agreement, and Job Referral Rules promulgated by the Union, obtain referrals from the District Council Trade Show Out-Of-Work List in accordance with the provisions of this Agreement, enforce work rules and jurisdiction, provide for show maintenance, in accordance with the provisions of this Agreement, refer grievances for handling.

(b) One Steward shall be employed to provide services if one show is being conducted. A second Steward is required if two or more shows are being conducted. If two or more shows are being conducted simultaneously, then no more than two Stewards shall be required for all shows being conducted. The Steward shall be paid by the Employer based on the actual number of hours worked for the particular Employer by each Steward during each show.

**Section 7. Employer's Right**

(a) The Employer has the right to determine when there will

be a lay-off and who will be laid off, providing the manning ratio is maintained as stated in **Article V**.

## **ARTICLE VI**

### **Job Referral System** **Non-Discrimination Clause**

**Section 1.** The parties agree that there shall 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 **Article**, "citizenship status" means the citizenship of any person, or the immigration status of any person lawfully residing in the United States who is not a citizen or national of the United States.

**Section 2.** The Parties further agree that there shall be no discrimination toward any employee due to terms and conditions of The Family Medical Leave Act.

**Section 3.** Nothing in this **Section** shall restrict an Employer's right to discharge any Carpenter for just cause. If the person so discharged was obtained from the District Council, the replacement shall be obtained from the same source in order to

maintain the fifty-fifty ratio of employment.

**Section 4. Trade Show Out-Of-Work List.** The Industry shall have the right to maintain a list of Carpenters (the Trade Show Out-Of-Work List") who have registered their availability for referral for jobs in the Trade Show Industry.

**Section 5.(a)** In selecting applicants for referral, the Union shall follow the criteria as provided in this Agreement and follow the Job Referral Rules promulgated by the Union.

(b) The Employer shall retain the right to reject any job applicant referred by the Union. The Employer will determine whether all referred applicants have the required and necessary skill, subject to appeal, pursuant to this Agreement. If an Employer rejects a referred employee, the Employer shall notify the Union in writing the reasons for rejection. The Union shall then refer other applicants to the Employer until the required number of applicants have been obtained.

(c) When an Employer requests the Union to send employees to a job, the Union shall cooperate by sending only such employees as are experienced in the specific type of carpentry work being done on the required job by that Employer, to the extent available, as provided in this Agreement. If the Local Unions are unable to supply suitable personnel, the District Council shall make every effort to supply the personnel required.

## ARTICLE VII

### Lumping Prohibited

**Section 1.** The parties hereto agree to the elimination of lumping (the subcontracting of labor without material). The Subcontractor must furnish both labor and material complete under one contract; including wood flooring, but not the contracting for the installation of antique flooring or the surfacing of old floors.

**Section 2.** The Employer, General Contractors, Prime Contractors, Builders, or Subcontractors agree that they will not subcontract any work covered under this Agreement to any one to circumvent the payment of wages, fringe benefits, and working conditions provided herein.

## ARTICLE VIII

### Geographical Jurisdiction

**Section 1.** This Agreement shall cover work performed by Carpenter employees within the territorial jurisdiction of the District Council of New York City and Vicinity, as follows:

All of the five (5) Boroughs of the City of New York, all of the Islands in and all the waters of the adjacent District Harbor 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, then East to New York City Line then continue East on the New York City Line to Long Island Sound, then South to the intersection of the City Line and the North Shore of Long Island, all within the State of New York.

**DURING THE TERM OF THIS COLLECTIVE BARGAINING AGREEMENT, THE NEW YORK CONVENTION CENTER "JAVITS", IS COVERED BY THEIR SITE SPECIFIC AGREEMENT, THIS AGREEMENT WILL BE CONSIDERED EXEMPT AT THE JACOB K. JAVITS CENTER.**

**Section 2.** In the event that a court or administrative agency of competent jurisdiction or a legislative body determines that the geographical jurisdiction should be modified then the parties agree to meet within seventy-two (72) hours to bargain in good faith and to reach agreement on a provision which meets such modification. If the parties are unable to agree within seventy-two (72) hours after commencing negotiations, then said dispute shall be resolved through arbitration as provided. The new provision shall be effective at the conclusion of negotiations or the rendering of an arbitration's award.

## ARTICLE IX

### Joint Venture

**Section 1.** The Employer stipulates that any of its subsidiaries or joint ventures to which they may be party when such subsidiaries or joint ventures engage in building construction work, shall be bound by the terms of this Agreement.

**Section 2.** When Employers enters into a joint venture with an Employer who is not bound by this Agreement, then said joint ventures must either be bound through their respective Trade Associations, or it must sign an agreement with the District Council of New York City before it can employ any of its members.

**Section 3.** This Agreement shall be binding on the Employer, its successors and/or assigns, as well as any firm, be it corporation, partnership or joint venture which the Employer, in which its successors or assigns has or acquires a financial interest.

## ARTICLE X

### Hours - Holidays - Overtime

**Section 1.** Eight (8) hours shall constitute a day's work, with either a half ( $\frac{1}{2}$ ) hour or one (1) hour for lunch, for all weekdays, including Saturdays and Sundays. Four hours minimum pay will be paid to all employees reporting to work, unless otherwise

noted. Forty (40) hours shall constitute a week's work, excluding Saturday and Sunday.

**Section 2.** The normal work day shall have a flexible start time between seven (7) a.m. and nine (9) a.m., for all or a portion of the employees. Any job starting time beyond nine (9) a.m., will initiate the payment of overtime after four-thirty (4:30) p.m. Any job starting time before seven (7) a.m., will initiate the payment of overtime until seven (7) a.m., when straight time will occur, with the initiation of overtime after three-thirty (3:30) p.m.

**Section 3.** All work performed on Saturdays, Sundays or Legal Holidays, shall be paid on overtime rates of time and one half for Saturday, Double time for Sundays and Holidays.

**Section 4.** The Legal Holidays referred to herein are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (only in Presidential Year), Thanksgiving Day, day after Thanksgiving and Christmas Day.

**Section 5.** In all cases, the Holidays referred to in the previous Section shall be observed on the day and date established for the State of New York. When permission is granted to work on such Legal Holidays, double time shall be paid.

**Section 6.** Employees employed on the last legal working day before Christmas Day and before New Year's Day, and who report to work on such days, shall receive three (3) hours' afternoon pay



without working. Work performed on the afternoons of said days shall be paid at the double-time rate only. Fringe Benefit Contributions will be payable on the half-holidays referred to above.

**Section 7.** When a Legal Holiday, defined in **Section 3**, falls on a Sunday and the following day is declared a Legal Holiday, then double-time shall be paid for all hours worked, if and when the Union grants permission.

**Section 8.** No work shall be performed on Labor Day.

## **ARTICLE XI**

### **Wages**

**Section 1.** The Employer agrees that it will hire all employees covered by this Agreement for wages and hours not less than those specified herein.

**Section 2.** Wages shall be paid weekly on the job before 3:30 p.m. on Thursday, unless the Employer is unable to provide payroll checks due to circumstances beyond its control. At the Employer's option, wages to be paid, shall be paid either in cash in envelopes, upon the outside of which shall be plainly marked the Employer's name, the persons name and number, Social Security number, the hours worked, and the amount of money enclosed, or by check, provided:

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

(b) Any deductions from wages now or hereafter required by law shall also be marked on the face of pay envelopes. If Carpenters are not paid as specified above, double-time shall be paid for Thursday between the hours of 3:30 p.m. and 5:30 p.m. and single-time for working time thereafter, until paid, not exceeding fourteen (14) hours; provided, however, that the men report to and remain on the job during the said fourteen (14) hours.

**Section 3.** Employees covered by this Agreement 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 conditions set forth in **Section 2** of this **Article**. This does not apply to any temporary suspension of work during any pay week of reasons beyond the control of Employer. All employees, at the termination of their employment, shall receive the New York State Record of Employment Form 1-A within twenty-four (24) hours of their dismissal.

**Section 4.** This Agreement is based on the principle that the Employer is entitled to a day's work for a day's pay. Any unreasonable failure to work these hours gives the Employer cause

to pay only for the hours actually worked, subject to grievance as set forth in this Agreement. However no covered employee shall be referred to a job site to work less than four (4) hours and the Employer shall provide additional wages for only those hours actually worked, except as provided herein.

Section 5. 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**

	07/01/01	01/01/02	07/01/02	01/01/03
Total package per hr.	\$57.48	\$58.89	\$60.58	\$62.27

	07/01/03	07/01/04	07/01/05
Total package per hr.	\$65.09	\$67.91	\$70.87

**FOREMAN - \$3.00 PER HR. ABOVE JOURNEYMAN SCALE**

<b>EFFECTIVE DATES</b>	07/01/01	01/01/02	07/01/02	01/01/03
<b>WAGE RATE PER HOUR</b>				
Journeyman	\$33.68	-----	-----	-----
Foreman	\$36.68	-----	-----	-----

<b>EFFECTIVE DATES</b>	07/01/03	07/01/04	07/01/05
<b>WAGE RATE PER HOUR</b>			
Journeyman	\$----	-----	-----
Foreman	\$----	-----	-----

**APPRENTICES**

Apprentice wage increases may be deferred for reasons determined by the Joint Apprentice Committee and or it's Training Director by written notice to the Employer.

EFFECTIVE DATES	07/01/01	01/01/02	07/01/02	01/01/03
<b>WAGE RATE PER HOUR</b>				
1 <sup>st</sup> yr. Apprentice 40%	\$13.47	-----	-----	-----
2 <sup>nd</sup> yr. Apprentice 50%	\$16.84	-----	-----	-----
3 <sup>rd</sup> yr. Apprentice 65%	\$21.89	-----	-----	-----
4 <sup>th</sup> yr. Apprentice 80%	\$26.94	-----	-----	-----

EFFECTIVE DATES	07/01/03	07/01/04	07/01/05
<b>WAGE RATE PER HOUR</b>			
1 <sup>st</sup> yr. Apprentice 40%	\$-----	-----	-----
2 <sup>nd</sup> yr. Apprentice 50%	\$-----	-----	-----
3 <sup>rd</sup> yr. Apprentice 65%	\$-----	-----	-----
4 <sup>th</sup> yr. Apprentice 80%	\$-----	-----	-----

**FRINGE BENEFIT RATE PER HOUR  
JOURNEYMAN - FOREMAN**

EFFECTIVE DATES	07/01/01	01/01/02	07/01/02	01/01/03
WELFARE	\$ 8.80	-----	-----	-----
PENSION	\$ 5.41	-----	-----	-----
ANNUITY	\$ 4.70	-----	-----	-----
A.J.R.E.I.F.	\$ 0.29	-----	-----	-----
VACATION	\$ 4.40	-----	-----	-----
SUPPLEMENTAL FUNDS	\$ 0.04	-----	-----	-----
U.B.C. & J.A. INT'L	\$ 0.06	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	\$ 0.10	-----	-----	-----
TOTAL PER HOUR	\$23.80	-----	-----	-----

EFFECTIVE DATES	07/01/03	07/01/04	07/01/05
WELFARE	\$-----	-----	-----
PENSION	\$-----	-----	-----
ANNUITY	\$-----	-----	-----
A.J.R.E.I.F.	\$-----	-----	-----
VACATION	\$-----	-----	-----
SUPPLEMENTAL FUNDS	\$-----	-----	-----
U.B.C. & J.A. INT'L	\$-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	\$-----	-----	-----
TOTAL PER HOUR	\$-----	-----	-----

**FRINGE BENEFIT RATE PER HOUR  
1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> & 4<sup>th</sup> YEAR APPRENTICES**

<b>EFFECTIVE DATES</b>	<b>07/01/01</b>	<b>01/01/02</b>	<b>07/01/02</b>	<b>01/01/03</b>
WELFARE	\$ 8.80	-----	-----	-----
PENSION	\$ 2.71	-----	-----	-----
ANNUITY	\$ 2.35	-----	-----	-----
A.J.R.E.I.F.	\$ 0.29	-----	-----	-----
VACATION	\$ 2.20	-----	-----	-----
SUPPLEMENTAL FUNDS	\$ 0.04	-----	-----	-----
U.B.C. & J.A. INT'L	\$ 0.06	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	\$ 0.10	-----	-----	-----
TOTAL PER HOUR	\$16.55	-----	-----	-----
<b>EFFECTIVE DATES</b>	<b>07/01/03</b>	<b>07/01/04</b>	<b>07/01/05</b>	
WELFARE	\$-----	-----	-----	
PENSION	\$-----	-----	-----	
ANNUITY	\$-----	-----	-----	
A.J.R.E.I.F.	\$-----	-----	-----	
VACATION	\$-----	-----	-----	
SUPPLEMENTAL FUNDS	\$-----	-----	-----	
U.B.C. & J.A. INT'L	\$-----	-----	-----	
N.Y.D.C.C. LABORS/MGT.	\$-----	-----	-----	
TOTAL PER HOUR	\$-----	-----	-----	

The Pension, Vacation and Annuity Fund contribution rates for Apprentices are based up on 50% of the Journeyman rate.

**Section 6.** When an employee is required to work through the lunch period, he shall be compensated at the rate of time and one-half, Monday through Saturday, double time Sunday and Holidays and be given time to eat their lunch.

**Section 7.** There shall be no lost time in wages to any employee on the day of injury when immediate medical attention is required by 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.

## ARTICLE XII

### Grievance and Arbitration

**Section 1.** 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 2.** Any grievance not resolved shall be submitted to arbitration before Roger Maher, Robert Silagi, Joseph W. Lipowski or Robert Herzog 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 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 judgement 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.

**Section 3.** 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 documents 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. A post office receipt shall be conclusive evidence of proper service if mailed to the address designated by the Employer when it signed the Agreement. If certified or registered mail is refused or not picked up ordinary mail shall be deemed sufficient service provided that it is forwarded to the address of record contained in this Agreement. Upon the confirmation of the arbitrator's award, the prevailing party shall, or on any appeal therefrom, be entitled to receive all court costs in each proceeding as well as reasonable attorney's

costs

## ARTICLE XIII

### No Strike - No Lockout

The Union or its representatives shall not order a strike or stoppage of work, nor shall the employees strike against any Employer, or collectively leave the work of an Employer, for any jurisdictional dispute, nor shall any Employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided for in this Agreement.

The Union may call or sanction a strike for:

- (1) The Employer's refusal to submit a matter to arbitration, pursuant to the arbitration clause of this Agreement.
- (2) The Employer's failure to comply with any decision of any Board of Arbitration established hereunder within five (5) working days after such decision, and
- (3) Non payment of wages and or fringe benefits.
- (4) Employers refusal to comply with provisions of the fringe benefit trust documents or legal actions of the fringe benefit trustees.

## ARTICLE XIV

### Validity

If any clause or part of this Agreement is found to be 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 Industry as permitted by Law.

#### ARTICLE XV

##### 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, Supplemental Funds, U.B.C. & J.A. Fund, and New York City & Vicinity Labor Management Cooperation Fund of the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America. Except as provided in **Article XI**, full benefits shall be paid for Foreman, First and Second year apprentices.

**Section 2.** Each Employer's books and payroll records, shall be made available upon demand of the Trustees at all reasonable business hours. Therefore, each signatory Employer shall make available to the Trustees of the various Fringe Benefit Trust

Funds, or their designated auditing representative, all pertinent books and records, including all cash disbursement records, required for an audit, to enable a said auditor to ascertain and to verify, independently, 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 Contractor 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 conducted. 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 for which they have been entrusted, for proper administration.

**Section 3.** 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.

**Section 4.** It shall be a violation of this Agreement for any Employer, General Contractor, Prime Contractor, Owner-Builder, or Subcontractor, bound by this Agreement, to fail to furnish proper records when requested, for the purpose of completing an audit. The Union may remove all its members from the offending Contractor upon twenty-four (24) hours' notice. If such members who are removed remain on the job site during regular working hours, they shall be paid for lost time not to exceed three (3) working days' pay.

**Section 5.** Contributions to the New York City District Council of Carpenters Health & 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 (\$.025) PER HOUR

District Council Scholarship Fund  
ONE-AND-ONE-HALF CENTS (\$.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 Benefit Stamp. 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.

**Section 6.(a)** 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 in such manner as the Trustees of said fund shall reasonably require.

(b) The parties also recognize their right to be represented on and by the execution of this Agreement the parties authorize the representatives of the participating Employers and Carpenter Unions to designate their respective Union and Employer Trustees hereby waiving all notice thereof and ratifying all actions taken by them within the scope of their authority.

**Section 7.** 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 Stamp Plan. Said donations shall be made in accordance with all applicable Federal and State Laws pertaining thereto.

**Section 8.** 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.

**Section 9.** 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 Agreement. 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.** Each Employer shall be bound by all of the terms and conditions of the Agreements and Declarations of Trust, creating the Welfare Fund and Pension Fund, as amended, and the Agreements and Declaration of Trust, creating the Vacation Fund, Annuity Fund, and Apprenticeship, Journeymen Retraining, Educational and Industry Fund, U.B.C. & J.A. Fund, Supplemental Funds, and New York City and Vicinity Labor Management Cooperation Fund as amended, and by all By-Laws adopted to regulate each of said Funds. The Trustees of the eligible 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 11.** 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.

(a) 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 X, Section 6**.

(b) Fringe benefit contributions, including Vacation Fund payments, will be the same for the Foreman and Journeyman. Fringe benefit contributions for Apprentices shall be in accordance with applicable schedules.

(c) In the case of Foreman, First and Second-year 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 shall not apply to bonuses, paid vacation or paid sick leave, voluntarily paid to said employees.

**Section 12.** Whenever the Employer is in default in payments to the Funds referred to this **Article** or 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 job site during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

**Section 13.(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), the Employer shall pay to such Fund(s), and in lieu of any other liquidated damages, costs, attorney's fees and/or interest, the following:

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



deems appropriate.

(b) In the event that proceedings are instituted before an arbitrator under **Section 14** 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 14.** Should any dispute or disagreement arise between the parties 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 Employer, 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 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.

(a) Roger Maher, Robert Silagi, Joseph W. Lipowski or Robert Herzog is hereby designated as impartial arbitrator(s) hereunder.

(b) 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 15.** A stamp plan has been established which provides for the payment of contributions to the Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, A.J.R.E.I.F. Fund, N.Y.C. & Vicinity Labor Management Cooperation Fund, U.B.C.& J.A. 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 XVI

### Surety Bond

#### Section 1

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

#### 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, 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 bond, the 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 of its members 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 XVI** 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 - Personal Liability of Shareholders, Officers, Other Individuals

In the event that the Employer fails for any reason to satisfy the Bonding requirement provided for here in **Article XVI**, the Employer agrees that its shareholders, officers, and individuals who are empowered to execute agreements, sign checks and pay fringe benefit contributions shall be personally liable, jointly and severally, for all unpaid amounts due and owing to the Funds, including but not limited to interest, liquidated damages,

auditors' costs, attorneys' fees and costs to collect the same.

(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 XV 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
26 or more	\$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 XVII

### Miscellaneous Conditions

**Section 1.** Where an employment office is not maintained on the job, the Foreman or the Employer's Representative shall be conveniently accessible to applicants at least once a day.

**Section 2.** When the Employer does any work outside the territory covered by this Agreement, they shall conform to the wages and other terms of employment that exist between the Employers and employees of such locality. Such local wages, however, shall not apply to men hired in the territory covered by this Agreement, to work in territory not covered by it.

**Section 3.** If the Employer fails to comply with the foregoing, they shall receive no support from the Union; provided, however, that no Carpenter shall be removed from jobs in the territory covered by this Agreement pending resolutions of the matter in accordance with **Article XII**.

**Section 4.** There shall be a Job Steward who will be appointed by the Union or its Representatives to attend to the interest of the Union, and for the performance of such duty, the Employer shall

allow reasonable time. It shall be mandatory upon the Shop Steward to blow the whistle at the point of work promptly at the designated starting time, Lunch Time, and that it also be mandatory for him to blow the whistle for the end of work. When the Shop Steward has completed his work on behalf of the District Council, he shall perform any work within his trade assigned to him by the Employer.

**Section 5.** The amount or character of work demanded by the Employer or his Representatives shall not be unreasonable, nor shall it be restricted by the Union, its Representatives, Officers, or members.

**Section 6.** There shall be no restriction against the use of any machine-made flooring or machine cut timber or lumber.

**Section 7.** There shall be no restriction of the use of machinery, tools, appliances, or methods. No powder-actuated tools shall be used unless approved by the State Board of Standards and Appeals.

**Section 8.** The use of safety equipment and appliances furnished by the Employer is mandatory, and the failure to employ the use of such equipment and appliances, after due warning, is sufficient cause for dismissal. The Employer agrees in all respects to comply with the requirements of the Occupational Safety and Health Act and all regulations issued pursuant thereto.

**Section 9.** The consumption of intoxicating beverages or use

of drugs on a job site is prohibited. Violation of this rule, after due warning, is sufficient reason for dismissal.

**Section 10.** Neither party, during the life of this Agreement, is to adopt any By-Law or attempt to enforce against the other party any working rule or regulation which is contrary to any of the clauses in this Agreement. Neither party shall attempt to enforce against the other party any working rules which have not been approved by the Employer and the Union.

**Section 11.** The Employers, employees, or the Agents of the Employer shall not accept or give directly or indirectly, any rebate on wages, or give or accept gratuities or give anything of value or extend any favor to any person for the purposes of affecting any rate of wages.

**Section 12.** Should the parties hereto be unable to agree on the interpretation of any **Section** of this Agreement, the questions shall be settled as provided for in **Article XII**.

**Section 13.** The parties to this Agreement shall continue to use all efforts to maintain an effective Apprenticeship Training Plan and/or system which will insure an adequate force of skilled mechanics. This system shall definitely determine the ratio of apprentices to mechanics working on a specific job that must be employed; wages to be paid during training; method of indenture to the Industry and other rules for efficiently operating the plan.



There shall be a maximum ratio of one (1) apprentice to every five (5) journeymen mechanics. Wages and fringe benefits to be paid to such apprentices shall be as indicated in **Article XI**.

**Section 14.** Every Employer shall notify the District Council, by certified mail or fax of the awarding of any contract on which any of the work described in **Article II** hereof shall be performed by the Employer or a Subcontractor. Regardless of whether said work is to be performed by the Employer or 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 this **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 is working until the Contractor has complied with said notice requirement. 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.

**Section 15.** It is further agreed that if any Employer engages in any class of work not embodied in Building Construction, both

parties shall comply with all the Union conditions then existing in that class of work.

**Section 16.** All work covered by this Agreement shall be contracted or subcontracted only to an Employer who is signatory to or agrees to become signatory to a collective bargaining agreement with the Union. The parties hereto mutually agree with respect to such work falling within the scope of this Agreement that is to be done at the site of construction, alteration, maintenance, or repair of any building, structure, or other works. If the Employer should contract or subcontract any of the aforesaid works falling within the trade jurisdiction of the Union as set forth herein, said Employer shall contract or subcontract such work only to firms which comply with the standards of wages and fringe benefits and working conditions established herein.

**Section 17.** Where for the benefit of the Employer, an employee must cross a body of water in order to reach the job site and there is no public transportation available to said site, then it shall be the duty of the Employer to provide adequate safety and comfort for the employee's transportation. The Employer shall protect such employee under a policy of public liability insurance or any other insurance required by law for any public conveyance. Such certificate 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 job site earlier than 8:00 a.m. and shall return to the same shore not later than 3:30 p.m., or if engaged in heavy construction, no later than 4:30 p.m.

**Section 18.(a)** In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed that if and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer exercises either directly or indirectly any significant degree of ownership management or control, the terms and conditions of this Agreement including Fringe Benefits shall be applicable to all such work.

(b) All charges of violations of **Subsection (a)** of this **Section** shall be considered a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in **Article XII**, of this Agreement. As a remedy for violations of this **Section**, the arbitrator (or

arbitration body) provided for in **Article XII**, is empowered at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of sub-violations and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions together with interest, penalty and liquidated damages to such funds which have resulted from said violations. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union or the Trust Fund for violation of this **Section**; nor does it make same or other remedies unavailable to the Union or the Trust Fund for violations of other **sections** or **articles** of this Agreement.

(c) If, as a result of violations of this **Section**, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with **subsection (b)** above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus costs of litigation, which have resulted from the bringing of such court action.

**Section 19.** The Employer reserves and retains the sole and exclusive rights to manage its operations and to direct the work

force except only to the extent the express provisions of this Agreement specifically limit or qualify these rights.

**Section 20.** Employees' tools which become dulled on the job shall be reconditioned at the expense of the Employer by the employee covered under this Agreement.

**Section 21.** The Employer may employ a Carpenter, who is a covered employee under this Agreement to roll out an Exhibitor's carpet not to exceed thirty (30) feet in length and to tape the end, only. This excludes padding, seeming and cutting.

#### ARTICLE XVIII

##### A.J.R.E.I. PROMOTIONAL FUND

All Employers covered by this Agreement shall contribute eight (\$0.08) cents per hour, applied only to the straight time payroll of each employee, to the Apprenticeship, Journeymen Retraining, Educational and Industry Promotional Fund. No contributions shall be made to this Fund on the premium portion of double time or overtime of the payroll of the employees covered by this Agreement. This contribution is in addition to the contribution provided for in **Article XI** of this Agreement.

## ARTICLE XIX

### Automatic Renewal and Expiration Clause

This Agreement shall be binding on the Employer and the Union, their successors and assigns. The duration of this Agreement shall continue until June 30, 2006 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 more 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 XX

### Retroactivity

It is mutually agreed that all wages, fringe benefits and conditions provided for in this Agreement shall be retroactive to July 1, 2001, except as provided herein.

ARTICLE XXI

Effectuating Clause and Signatories

The parties hereto make and enter into this Agreement, in witness whereof, we, their duly authorized and empowered representatives, have hereunto set our hands and seal this 1<sup>st</sup> day of JULY, 2001.

For the Employer:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print)

For the Union:

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

By: \_\_\_\_\_

The party of the First Part, herein referred to as 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 of Carpenters Welfare Fund; Pension Fund; Apprenticeship, Journeymen Retraining, Educational and Industry Fund; United Brotherhood of Carpenters and Joiners of America Fund; New York City and Vicinity Carpenters Labor Management Fund; Supplemental Funds; Annuity Fund; and Vacation Fund.

By: \_\_\_\_\_ Date: \_\_\_\_\_