AGREEMENT

between

THE ASSOCIATION OF WALL-CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INCORPORATED

and

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

July 1, 2024 - May 31, 2029

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AGREEMENT made and entered into this	day of
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September 2025 and effective as of July 1, 2024, between:

THE ASSOCIATION OF WALL-CEILING & CARPENTRY

INDUSTRIES OF NEW YORK, INCORPORATED

ON BEHALF OF ITS MEMBER FIRMS
HEREIN REFERRED TO AS
(THE "TRADE ASSOCIATION" and/or 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

This Agreement is entered into to prevent strikes and lockouts, to promote labor peace and facilitate the peaceful adjustment of grievances and disputes between the Employer and the Union and its members; to prevent waste, unnecessary and avoidable delays to the Employer of cost and expense and to the employees covered hereby. To enable the Employer to secure at all times sufficient forces of skilled workers, to provide as far as possible for the continuous employment of labor; to provide that employment hereunder shall be in accordance with conditions and at wages and fringe benefits herein agreed upon, and by reason of this agreement and the purposes and intent thereof, to bring about stable conditions in the industry, keep costs of work in the industry as low as possible, consistent with fair wages and fringe benefits and proper working conditions, as provided for hereunder.

ARTICLE II

Association Authorization

Section 1. The parties acknowledge that the Trade Association, party to this Agreement, has provided the Union with a list of its members who have designated the Trade Association as its bargaining agent, and who have agreed to be bound by the terms and conditions of this collective bargaining agreement prior to the commencement of the negotiations which have resulted in this Agreement. The Trade Association acknowledges its representative status of its Employer members and any service on the Association shall constitute service on its Employer-members. All Employer-members who have given their assent to be bound to this

agreement shall be bound during its entire term. New Employer-members shall become bound by this Agreement upon written request to the Union by the Trade Association unless said request is rejected by the Union in writing within fifteen (15) days of the date of receipt of said request by the Union. If any member of the Association fails to maintain good standing in the Association, it shall no longer, for purposes of this collective bargaining agreement, be represented by the Association or retain the benefits of this Agreement. Rather, it shall revert to the terms of the Independent Building Construction Agreement or the requisite Independent Agreement for the covered work for the duration of this Agreement.

Section 2. The Association and any employer that may hereafter become a signatory to this Collective Bargaining Agreement hereby acknowledge that the Union has claimed and demonstrated, and the Association of signatory employers is satisfied and acknowledges, that the Union represents a majority of the Association members' Carpenters or said signatory employer's Carpenters in an appropriate bargaining unit for the purposes of collective bargaining. The Association and its members, as well as said signatory employer, accordingly recognize the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees within the contractual bargaining unit (Carpenters) with respect to wages, hours and working conditions. The Association and any employer that may hereafter become a signatory to this Collective Bargaining Agreement by becoming a member of the Association further agree that any dispute concerning its obligation to recognize the Union as sole and exclusive bargaining agent for the Carpenters will be resolved solely under Article XIII herein. The Employer recognizes the Union as the exclusive bargaining representative for all its Carpenter employees who are performing covered work as herein defined.

ARTICLE III

Jurisdiction

Section 1.As used in this agreement, the words CARPENTER FOREMAN,

CARPENTER GENERAL FOREMAN, JOURNEYMAN, CARPENTER, JOURNEYMEN

CARPENTERS, and JOURNEYMEN CARPENTER APPRENTICES, are understood to include all employees performing jobs referred to in Section 2 below.

Section 2. The Employer is desirous of employing Carpenters, Carpenter Apprentices, Hod Hoist Carpenters, Joiners, Millwrights, Pile Drivers, Dockbuilders, Divers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers and Finishers, Carpet layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators, Casket and Coffin Makers, and all those engaged in the operation of wood-working or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing materials. Burning, welding, rigging and the use of any and all instruments or tools for layout work incidental to the trade on any of the divisions or sub- divisions of the trade consistent with the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America.

The term "CARPENTER" and the term "JOINER" are synonymous, and in either case, it is agreed and understood that the work described herein is the work to be performed by the Carpenter employees, including but not limited to the following:

DRYWALL: All work related to the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material

composition, purpose or method or manner of construction, installation, attachment or connection, including but not limited to the following items: all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, gypsum drywall materials, glass fiber reinforced gypsum products, laminated gypsum systems backing board, finish board. Cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers, fire-proofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments, including all layout work, preparation of all openings for lighting, air vents or other purposes and all other necessary or related work in connection therewith including the fitting, installing and fastening of all wood, metal or plastic stops, beads and moldings.

All work in connection with the installation and erection of all gypsum wallboard or GFRG product to receive a veneer coat of plaster or lath to receive traditional plaster if such materials are to be secured to nailable or screwable metal study shall be by Carpenters.

The installation of insulation material of all types, whether blown, nailed, sprayed, glued or attached in other ways to walls, ceilings or floors of new and existing buildings shall be the work of the Carpenter.

ACOUSTICAL CEILING SYSTEMS: The application of acoustical tile whether glued or nailed; acoustical suspended ceilings in its entirety, NewMat Ceilings and similar stretch fabric ceiling products, any Decustik or similar suspended panel systems (direct or indirect), all radiant heat/cool ceiling systems (not including piping connections), all baffle and hanging fabric type ceiling systems, all Axiom Armstrong Ceilings, all psychiatric and protective care ceiling systems of any material. Metal ceilings in accord with the International Agreement of April 1st, 1978, between the Sheet Metal Workers International Association and the United Brotherhood of Carpenters and Joiners of America.

- 1. All direct hung suspension ceiling systems
- 2. Attached concealed systems without backing board.
- 3. Furring bar attached systems.
- 4. Indirect hung suspension systems.
- 5. Any hung panel system, direct or indirect.

All work necessary for the installation of the above ceiling systems shall be installed according to the decision rendered by the National Joint Board for the Settlement of Jurisdictional Disputes Hearings Panel decision of August 24th, 1966.

FURNITURE AND FINISHES; Building and erecting of stairs, store, office bank and other fixtures, partitions, shelving racks whether of wood or other material; making and fitting of screens, putting on weather strips and caulking. The installation of all types of doors and hardware including metal trim, interviewers, door knockers and mechanical chimes, locks, setting and hanging of all frames, sashes, jambs, bucks, casings, moldings, chair rails, mantels, base or mop board, wainscoting, furniture, china closets, kitchen cabinets and wardrobes, the installation of all metal trim. The installation of hardware for draperies and blinds, the hanging of all inside and outside draperies and blinds and frames for these items.

The installation of wood and metal storefronts, building entrances, elevator entrances and lobbies. Fabricate and install partitions (including landscape modular partitions), dividers and sliding doors, constructed of wood, metal, plastic, composition and/or any other material; fabricate and install Kalamein Work and Hollow Metal Work and installing all hardware on same.

The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal, plastic or composition materials.

The installation of all laboratory equipment including cabinets, wood benches, book

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cases, refrigeration casework, fume hoods, headwalls, blackboards, bulletin boards, meter boards, electrical boards and boards of all types.

The assembly and installation of all seats in theaters, halls, churches, schools, banks, stadiums, open-air theaters and other buildings.

Installation of bowling alleys.

The manufacture of, assembly or erection of walk-in refrigeration boxes, clean rooms, smart rooms, acoustical rooms, erection of all types of modular rooms and all work in connection thereof.

The hanging, setting, or installation of wood, metal, plastic, or prefabricated tile panels, fiberglass, GFRG, composition and/or any substitute material on walls and/or ceilings or any combination of any of the above including laminates of or faced with metal regardless of the manner attached shall be performed by Carpenters.

The measuring, cutting, fitting and laying of, and finishing of all floors of wood, cork, asphalt, mastic, linoleum, vinyl, rubber or any other type of resilience floor or wall covering. Sewing altering, mending, binding and installation of rugs, carpets, composition tiles, synthetic sports turf. Fitting of devices for attachment, drilling holes for sockets or pins, priming of concrete, flash patching, preparation of cracks and expansion joints and laminates. Mixing of materials and the installation of self-leveling as underlayment or as finished floor, mixing and installing of materials for seamless floor coverings and poured sports surfaces, spreading of all adhesives for resilient flooring of tile, sheet goods. All polishing, sanding or finishing of wood composite or concrete flooring. Delivery, handling of all materials and operation of all machinery associated with the installation and finishing of all resilient flooring.

STRUCTURE AND ENVELOPE: The erection of light weight dimensional lumber frame buildings, all Heavy Timber frame buildings using traditional post & beam joinery or metal joints, all Mass Timber or Engineered Lumber Construction, (including but not limited to, CLT, NLT, DLT, Glulam, LVL, PSL and MPP) of any structure, building or bridge including the

attachment of all types of metal joints or connectors. The erection of Metal Stud framed buildings and structures 10 gauge or higher is the work of the Carpenter.

The handling of lumber, fixtures, trim or other materials, all welding and burning of materials to be erected or installed by Carpenters, all rigging and signaling of materials erected or installed by Carpenters (except for Highrise Concrete Structures) shall be performed by Carpenters.

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

All protection work under the Carpenters' jurisdiction on any new building, or alteration, or heavy construction and foundation, including all installation and maintenance of horizontal and vertical safety nets and cables on perimeter protection work to be performed by Carpenters employed by the General Contractor, Prime Contractor, Builder or Subcontractor so assigned by the General Contractor, Prime Contractor or Builder.

The installation of all wood windows, and all metal windows attaching to wood blocking, wood or metal framing shall be performed by Carpenters pursuant to the terms of the International Agreement between the United Brotherhood of Carpenters and Joiners of America and the Iron Workers International Union, dated June 1st, 1987.

The installation or erection of porcelain enameled panels and all flat or wood, plastic, metal, or composition roofing, rain screen or siding. The installation of all wood plastic, metal or composition awnings, door shelters, marquees and jalousies.

The manufacture and erecting of cooling towers and roof top water storage tanks of all materials.

CONCRETE STRUCTURES AND BUILDING: Assembly and disassembly of self
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climbing and flying form systems: installation and removal of self-climbing and flying form systems; operation and/or climbing/jumping of self-climbing and fly form systems; assembly and disassembly of cocoon and/or perimeter protection systems; installation and removal of cocoon and perimeter protection systems; operation and or climbing/jumping of cocoon and perimeter protection systems; assembly and disassembly of form decking systems/table forms, flying deck systems and safety deck systems; installation and removal of form decking systems/table forms, flying deck systems. The operation of any and all hydraulic systems used in jumping, climbing, raising or lowering of the above-listed systems. The rigging and signaling associated with all the above work shall be assigned to the Carpenter.

All fabrication of form work including shoring and bracing and erection for footings, walls, columns, pilasters, soffits, spandrels, and perimeter forms for slab on ground; all construction joints, bulkheads, water stops, and expansion joint irrespective of material; the setting of all inserts, sleeves; the setting of all boxes and pack-outs for penetrations in slabs, walls or columns; supervision of formwork integrity during concrete placement;: the millwork in connection with the fabrication of all concrete formwork, whether made of wood, plastic steel or any composite material. Making and setting of all trusses, the fabrication of all wood bridges, the making of all templates, batter boards and stakes: the rigging setting and signaling of all gang forms and the stripping of same. The rigging, setting and signaling of all components to be assembled by Carpenters irrespective of materials shall be done by Carpenters.

The forming of all sidewalk vaults, all concrete formwork from and below the top level of the column base. The setting of all footing forms, curbing forms. Cast in place barrier wall, wall forms and column forms, in fact, all forms that are to contain concrete. The fabrication of all reflectors and signs irrespective of materials, all temporary walkways, and all protection

work. The setting of forms for sidewalks, sidewalk lights, and curbs and gutters inside the property line.

Setting of all anchor bolts, expansion joints, scuppers, weld plates and blast plates, and all other items to be embedded in concrete. The installation of all form lining materials, such as Knob-loc. The erection of all temporary wooden fence, erection of all shanties, offices, or any other temporary buildings. The fabrication of all benches, horses, platforms for use by the Carpenters and or other trades.

The laying out of all work to be installed by Carpenters; the use of any tool or instrument to do or perform any function related to the jurisdiction of the UBC. All welding of materials to be installed by Carpenters shall be welded by members of the UBC.

Carpenters shall fabricate and install all pre-cast and pre-stressed concrete members used in all types of Building Construction. Erect all forms for decking or other structural parts of houses, buildings or structures and dismantle all forms. The fabrication, erection and dismantling of all falsework shall be done by Carpenters. Where power is used for the setting or dismantling of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters. The fabrication and setting of all templates, screeds and stakes for concrete and mastic floors. The erecting or setting of Stran-steel or similar material, the cutting and hanging of all other materials between girders for demolition, fireproofing or concrete centers. Ribs for centers may be cut in the shop, but all other parts for centers shall be cut on the job and all centers shall be assembled on the job. All concrete form work shall be done under the supervision of a Carpenter Foreman.

Stripping of concrete forms on highrise buildings shall be done as follows: Stripping of all columns and beam sides and beam bottoms, wall and footing forms of all types and

construction, the stripping of all concrete forms shall be performed with an equal number of Carpenters and Laborers under the supervision of a Carpenter Foreman: (Stripping of Concrete Forms Agreement between the NYCDCC and the Cement and Concrete Laborers District Council dated May 21st, 1956.)

All protection work and safety work under the Carpenters jurisdiction on all roadwork, all rail work, on all building work, heavy construction or alterations must be performed by Carpenters.

All perimeter protection work including the installation and maintenance of horizontal and vertical safety nets and cables shall be the work of the Carpenters in its entirety. All protection work under the Carpenters' jurisdiction on any building, heavy construction, asbestos, lead or other hazardous abatement or alterations.

SCAFFOLDING: The building, erecting, and dismantling of scaffolding and staging; all free-standing scaffolds shall be in accordance with the Decision of Record on Scaffolds rendered on April 28th, 1920. The building and constructing of all derricks, hoists, and elevators; the making of mortar boards, boxes and trestles, putting in needle uprights, all shoring of buildings, raising and moving of buildings. The erecting of mortar and brick hoists and concrete distributors used in the erecting of buildings or fireproofing of floors, or for pouring of concrete buildings. The building, erecting, modifying or dismantling of sidewalk sheds, scaffolds, shoring, staging platforms, mobile platforms, mast climbers, bucket hoists and hoppers, material and personnel hoists shall be performed by the Carpenter. The operation of winches and jacks whether operated manually operated mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade.

Installing, erecting, removing and placing of building material, platforms and bucket hoisting

equipment (generally known to the trade as Hod Hoists), and repairing of equipment consisting of catheads, elevators, rails and all other parts made of wood, metal or any other substitute material 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 AFL-CIO.

All work pertaining to Test Boring and Core Drilling under the jurisdiction of Local Union 1556.

No work normally built by Carpenters on the job will be fabricated off the job with anyone other than Union Carpenters being paid the rate of wages and benefits provided herein.

Section 3. The Employer agrees to recognize the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America that have been established in its Constitution and Laws of the United Brotherhood and further agrees to assign all work to Carpenters in accordance with the aforesaid jurisdictional claims, and subject to existing practices in the industry.

Section 4. The handling, unpacking, distributing and hoisting of materials to be installed and/or erected by employees covered by the Agreement shall be done by Carpenters.

Section 5. No Employer bound by this Agreement will sublet or subcontract to another contractor, subcontractor, or other entity the safety protection of openings and stairways unless the contractor, subcontractor, or other entity is a signatory with the District Council. This requirement includes the planking or other protection of openings in concrete arches during the form stage work and sidewalk bridge construction or maintenance.

All perimeter protection work including construction and maintenance of horizontal and vertical safety nets in its entirety shall be the work of the Carpenter.

Nothing in this Agreement will forbid the Contractor having an agreement with the District Council of New York City and Vicinity from hiring on his payroll on a temporary basis, Carpenters who may be performing work for other Contractors on the same jobsite, or to perform protection work on time-and-material basis.

Section 6. When the Employer desires to engage in Millwright work within the jurisdiction of Millwright and Machinery Erectors Local Union 740, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of the Employer engaged in such work.

Section 7. When the Employer desires to engage in work within the jurisdiction of Dockbuilders, Pier Carpenters, Shorers, House Movers, Pile Drivers, Divers, Tenders and Foundation and Marine Constructors, Local Union No. 1556 of Greater New York, New Jersey and Vicinity, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of Employers engaged in such work.

Section 8. When the Employer desires to engage in work within the jurisdiction of Timberman, Hod Hoist Carpenters, Core Drillers Local Union 1556, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of Employer engaged in such work.

Section 9. When the Employer desires to engage in resilient floor covering work, within the jurisdiction of Local Union 2287 then it shall be governed by the appropriate agreement, signed between the District Council and the Association of Employers engaged in such work.

Section 10. When the Employer desires to engage in manufacturing custom fixtures and

mill-cabinet products, within the jurisdiction of Local 2790, then it shall be governed by the appropriate agreement signed between the District Council and the Association of Employers engaged in such work.

ARTICLE IV

Union Recognition

Section 1. The "Principles" listed in this **Article** are intended for the general betterment of the Construction 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 for in **Article** XIII of this Agreement.

Section 2. The Employers recognize the Union as the exclusive bargaining representative for all the employees referred to in **Article** III above.

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

ARTICLE V

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 seven (7) days following the beginning of employment or the effective 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. Maintenance of Union membership shall be evidenced by the current working card which shall indicate 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, subject to the terms of this Agreement.

Section 4. 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 5. Dues and Other Check-Off. The Employer shall deduct from the weekly wages of each individual covered under this Agreement Union dues and such other amounts as set by the Union in accordance with its Bylaws or other applicable documents for all bargaining unit members who have submitted to the Union signed checkoff authorization forms. All monies deducted shall be promptly remitted to the Executive Secretary-Treasurer of the Union or his or

her designee, together with a list of names and employees for whom said monies are to be credited utilizing the electronic remittance system designated by the Union. The written authorizations shall be pursuant to Section 302(c) of the Labor Management Relations Act of 1947.

ARTICLE VI

General Foreman – Foreman

Hiring Schedule

Section 1. The General Foreman and Foreman shall be the agents of the Employer. The right to hire and discharge employees rests with the authorized representatives of the Employer. If the Union prefers charges against the General Foreman or Foreman as such, they shall forward a copy of such charges to the Association as soon as practicable, but at least one week preceding the hearing on the charges.

Section 2. The first Carpenter on the jobsite shall be the Foreman and may be selected by the Employer. The second Carpenter shall be the Shop Steward referred by the Union. 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, who, shall be from the Union in which geographical jurisdiction the job is located. When five (5) or more Carpenter Foremen are employed, there will be one (1) General Foreman designated by the Employer.

Section 3. (a) Two (2) members will be allowed for layout only at the beginning of the project. Layout does not include the installation or acceptance of jobsite material

(b) For jobs only requiring two (2) employees, the Employer will be permitted to work

without a certified shop steward without a time limitation. The Union will assign one (1) of the two (2) members with the duties of the shop steward. In the event of any violation of the two (2) man rule (i.e., not reporting the job and/or employing more than two Carpenters without a Shop Steward), the contractor will lose this privilege for the remainder of the term of the contract. If there is a third employee dispatched by the District Council's Job Referral List, that employee shall be a certified shop steward and the shop steward will remain for the duration of that project. This is not to be used as a "head start." An arbitrator is empowered to award as a remedy for a deliberate violation of the "head start" provision the loss of the Employer's privilege hereunder for the remainder of the term of the contract.

(c) There will be no requirement for a Shop Steward where the job has been completed and the job's work force is reduced to a two-person crew for punch list and clean up for a maximum total of ten (10) working days. The arrangements hereunder may be modified so that the Union at its discretion may assign a Shop Steward if the work goes beyond ten (10) working days. The provisions of this Article VI, Section 2(a) are conditioned upon the Employer giving advanced notice to the Union. Notwithstanding the arrangements described, electronic reporting of hours must be maintained. Failure of the Employer to meet all the conditions of this provision's arrangements will result in the Employer being required to pay to the Union a penalty equivalent to the daily wages and benefits of a Shop Steward for every day of violation.

ARTICLE VII

Job Referral System

Non Discrimination Clause

Section 1. The Union shall establish and maintain an open employment list for the employment of qualified and competent workers.

Section 2. 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 affectual preference, military or veteran status 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 3. Applicants for referral through the Union must register with the Union. Applicants who have successfully completed the full Apprenticeship Program shall be presumed to have the necessary skill and experience. Whether other applicants possess the necessary skill shall be determined by the Employer, subject to appeal, pursuant to **Article XIII** of this Agreement. When an Employer requests the Union to send members to a job, the Union shall send employees experienced in the specific type of carpentry work being done on the said job by that Employer.

Section 4. To the extent that the Job Referral System is applicable in selecting applicants from the referral list, the Union shall use the following criteria:

Carpenters will be hired by the job referral list at the District Council. The 50/50 rule will be enforced and the Employer can hire whom he wants on his 50% ratio. The other 50% will come from the job referral list.

Section 5. The Employer shall retain the right to reject any job applicant referred by the Union.

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 is obtained.

Section 6. Notwithstanding any other provisions of this Agreement, the Employer shall be permitted to hire any and all Carpenters, except for the Shop Steward and except as otherwise provided in Article VI, Section 2, without reference to hiring ratios (<u>i.e.</u>, the Employer will be able to hire Carpenters, except as specifically limited, under so-called full mobility). The compliance procedures hereunder shall include the following:

- (a) Each Employer shall provide the District Council and its affiliated employee benefit funds with the name and location of each specific job before the job starts. The District Council shall assign a unique number to each specific job. Shop Stewards or other designated Carpenters shall report by electronic device, e-mail, or by telephone to the District Council on a daily basis the names of the Carpenters and the hours worked for each Employer for each specific job. The Employer shall report to the District Council on a daily basis the existence of one and two-Carpenter jobs, the names of the employees, and the hours worked. The names of Carpenters and hours entered with the District Council shall be electronically transmitted on a daily basis to the Employer at e-mail addresses and to personnel designated by the Employer on forms supplied by the District Council. The Employer shall have five (5) working days, excluding weekends and holidays, from the close of its weekly payroll to dispute names and hours reported that week by the District Council.
- (b) Any disputes hereunder shall be processed under the grievance and arbitration procedures of Article XIII of this Agreement. The arbitrator shall be empowered as a remedy to reinstate the 50:50 hiring ratio provisions of Section 4 of this Article VII for the duration of this

Agreement for any Employer found to have acted willfully and with bad intent to violate the staffing and payrolling requirements of this Agreement.

Section 7. The Union will cooperate, in order to meet all legal requirements, and furnish qualified Carpenters. A working Shop Steward on each shift shall be appointed by the Union possessing the skills requested by the Employer and required to perform the work required for the job. All jobs regardless of what type of agreement they work under shall have a New York District Council of Carpenters certified Shop Steward subject to subsection (b) below. All New York City District Council certified Shop Stewards shall be given reasonable time to perform his or her Shop Steward duties. When a signatory Employer wishes to lay off a Shop Steward during a continuous employment, the Employer must notify the Union and have a meeting on the job with the Union within twenty-four (24) hours. If termination takes place, a letter must be sent to the Union. In the event a shop steward fails to show at the jobsite, the contractor has no obligation nor is responsible to notify the Union of such absence.

Section 8. In the event a Certified Shop Steward is not available and an "Acting Shop Steward" is assigned to the Employer on a particular job lasting less than forty-five (45) days, the Acting Shop Steward will not be replaced on that job.

Section 9. A "Temporary Shop Steward" will be assigned to replace an Acting Shop Steward of a Certified Steward out on vacation, sick, or otherwise away from the job for more than five (5) working days.

Section 10. The apprentice ratio within this collective bargaining agreement shall be two (2) apprentices to every five (5) journeyman and one of those apprentices must be a third or fourth year apprentice referred from the out-of-work list by the District Council. The Employer shall have the option of using one (1) apprentice for every two (2) journeyman.

Section 11. All apprentices must work a minimum of 50 % of a work week on the tools with journeyman while employed on a regular basis.

Section 12. Nothing in this **Section** shall restrict an Employer's right to discharge any Carpenter for good cause. If the person so discharged was obtained from the District Council, the replacement must be obtained from the same source.

ARTICLE VIII

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. This provision will also apply to wood flooring, however, that contracting for the installation of antique flooring or the surfacing (or resurfacing) of old floors shall not be classified as lumping.

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

ARTICLE IX

Geographical Jurisdiction

This Agreement shall cover work performed by Carpenter employees within the territorial jurisdiction of the District Council of New York City 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 the waters of the adjacent Harbors, Rivers and Bays, and that portion of Long Island bounded by a line beginning at the intersection of the City Line and the North Shore of Long Island, then running southerly to the Southern State Parkway, then East to Seaford Creek in Nassau County, then South to the Atlantic Ocean, then West to the Southern tip of the Borough of Richmond, then North on Arthur Kill to Kill Van Kull, then East to Upper New York Bay, then North to the North River and Hudson River, 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

ARTICLE X

York.

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 XI

Hours - Holidays - Overtime

Section 1. The intent is to maintain the seven hour work day, thirty five hour work week. During the term of this Agreement the Employer may change from a seven (7) hour work day to an eight (8) hour day or from an eight (8) to a seven (7) hour day one time on each project, with proper notification to the Union prior to commencement of job and must continue for the duration of the job. Overtime hours Monday through Friday shall be paid at time and one-half. Saturday pay shall be at the time and one-half rate. The Contractor is expected to establish and maintain a reasonable work week schedule allowing for unusual jobsite conditions. Other than an emergency, notice of all overtime work should be given to the Carpenters before noon if possible. Carpenters will never be penalized for refusing to work overtime.

Section 2. Flexible Starting Time: The normal work day shall start at eight (8) a.m. and may be changed by the Employer due to work site conditions to start between six (6) a.m. and nine (9) a.m. for all or a portion of the employees. When the start time is changed, notification will be given by the Employer to the Union. No Carpenter is to start work before the designated starting time. On start time for partial crew, the Shop Steward shall start at the beginning of the early shift and remain until the end of the final full shift. The Shop Steward will receive overtime for all hours worked by the Shop Steward in excess of eight (8) hours.

Section 3. Shift Work: The Employer may work two shifts with the first shift working 8:00 a.m. to the end of the shift at straight time rate of pay. The second shift will receive one hour at double time rate for the last hour of the shift (eight for seven, nine for eight). In addition, members of the second shift shall be allowed one-half (1/2) hour to eat, with this time being included in the hours of work established. There must be a morning shift to work the second shift which must be immediately following the morning shift. There will be no premium on shift work provided the shift is a second shift starting immediately after the first shift. All additional hours worked shall be paid at the time and one-half rate. The Employer shall notify the Union before beginning the shift schedule. On shift work, the Job Steward shall work no more than the shift hours. There shall be a Job Steward on each shift who shall be appointed by the Union. There shall be a pre-job conference with the Union before the commencement of any shift work. The second shift must be a minimum of five (5) continuous work days.

Section 4. Off-hour Work on Alteration and Repair Work: When performing alteration or repair work in an occupied building and when it is not possible to perform said 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 rate of pay shall be the same as the second shift provisions (i.e., employees doing the off-hour work will receive one hour at double time rate for the last hour of the shift (eight for seven, nine for eight). In addition, members of the off• hour crew shall be allowed one-half (1/2) hour to eat, with this time being included in the established shift hours. Hours worked in excess of the established shift hours shall be paid at the appropriate overtime rate. The Employer shall notify the Union before beginning said off-hour work. There shall be a pre-job conference with the Union before the commencement of off-hour work. Off-hour work shall only be performed with a minimum of five (5) consecutive

work days.

Section 5. Saturday Make-up: When conditions beyond the control of the Employer, such as severe weather, widespread power failure, fire, natural disaster, etc., prevent the operation of the job on one or more normal working days, the Employer may, after notifying the Union, schedule the Saturday of that calendar week during which work was prevented, as a make-up day at straight time. All hours worked in excess of the established work day schedule shall be paid for at the rate of time and one half. When a holiday falls on a Saturday, then the make-up day rate shall be double time. In order to utilize a Saturday as a make-up day, the Employer must declare a regular work day "terminated", for one of the reasons listed above, no later than 10:00 a.m. of the day terminated, and must notify the Union of its desire to work a make-up day by noon of the day preceding the make-up day. Employees employed by the Employer on the day so "terminated", shall have the right of first refusal to work on the make-up Saturday, but said employees shall also have the right to decline work on a make-up

Saturday, without any penalty. If workers are needed to work a make-up Saturday, other than those already working on the job, the Employer shall call the Union for workers before employing workers secured from any other source. A make-up Saturday shall be no less than a seven hour day or as established by the shift, with one-half (1/2) hour off to eat, charged to the hours worked.

Section 6. It is further agreed that no work shall be performed on Sundays or Legal Holidays, except in the case of emergency or necessity, and that no work shall be performed then unless notification is given to the District Council on the previous workday, stating shop or building where work is to be performed and the number of men required. DOUBLE TIME SHALL BE PAID FOR ALL WORK ON SUNDAY AND LEGAL HOLIDAYS UNLESS OTHERWISE NOTED.

Emergency work, INVOLVING DANGER TO LIFE AND PROPERTY, may be performed without permission from the District Council.

Section 7. The Legal Holidays referred to herein are: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day (only in Presidential Year), Thanksgiving Day, and day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. These are to be non-paid Holidays except for the General Foreman and Foreman who shall be paid (i.e., wages and benefit funds contributions) on a weekly basis.

Section 8. 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 work is performed on such Legal Holidays, double time shall be paid.

Section 9. When a Legal Holiday, defined in **Section 8,** falls on a Sunday and the following day is declared a Legal Holiday, then double-time shall be paid for all hours worked.

Section 10. No work shall be performed on Labor Day.

ARTICLE XII

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. or 4:00 p.m. on Friday. Said wages shall be paid by check in an envelope and accompanied by a pay stub/pay statement upon

which shall be plainly marked the employee's name, last four digits of the social security number, the hours worked, the wage rates paid for those hours worked (including straight time, overtime, and differentials), an itemization of all deductions made, and the gross and net amounts paid. The check must be a Todd Insured A.B.C. System Payroll check, or similar type of check. Delivery of the checks to the person shall be made at least on the day preceding a banking day. Alternatively, with written consent of the employee, payment may be made by Payroll Debit Card or direct deposit in accordance with NYS Regulation 12 N.Y.C.R.R. Part 192. The same pay delivery and pay stub/statement requirements for checks shall apply for Payroll Debit Cards and direct deposit.

If Carpenters are not paid as specified above, double-time shall be paid for Friday between the hours of 3:30 p.m. or 4:00 p.m. and 5:30 p.m. or 6:00 p.m., and single-time for working time thereafter, until paid, not exceeding fourteen (14) hours; provided, however, that the Carpenters 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) hours' notice before being discharged or laid off, and a check for wages shall be mailed to the Employee by overnight mail. If this is not done the Employer will have to pay an additional two (2) hours penalty to said Employee. The wages shall be paid by insured check, Payroll Debit Card, or direct deposit under the conditions set forth in Section 2 of this Article. This section does not apply to any temporary suspension of work during any pay week of reasons beyond the control of Employer. Any Employee discharged for incompetence or violation of rules, shall only be paid for hours worked.

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. When the Employer is working under conditions in **Article** XI, then the payment of wages shall conform to this **Article**, except that the hours indicated will change accordingly.

Section 5. This Agreement is based on the principle that the Employer is entitled to seven (7) hours' actual work for seven (7) hours' pay. Any unreasonable failure to work these hours gives the Employer the right to pay only for the hours actually worked.

Section 6. Except at the start and finish of a job, General Foreman and Foreman shall be employed on a weekly basis which shall include wages and fringe benefits. All apprentices are to be paid only for hours worked. The payment of overtime rates for the General Foreman and Foreman shall be made at the minimum book rate for General Foreman and Foreman when there are Carpenters doing work on the jobsite. If the General Foreman and Foreman are receiving a rate higher than the minimum book rate, it will be the Employer's option as to whether the General Foreman and Foreman shall receive the higher agreed rate for said overtime.

Section 7. When employees are referred to a job and report for work, and no work is provided, they shall receive two (2) hours' pay, except for inclement weather or other conditions beyond the control of the Employer. All employees reporting for work and ready to start at the established start time shall receive two (2) hours' show-up time, if the job does not start, except for inclement weather or other conditions beyond the control of the Employer.

Section 8. Wages and Benefits - Wage and Benefit increases are not tied to any benchmarks such as total hours worked and are guaranteed throughout the term of this

Agreement. Wage rates and fringe benefit contribution within the bargaining unit shall be determined and/or reallocated by Union at its sole discretion. Allocations/reallocations between wages and benefits and among benefits will be at the sole discretion of the District Council.

Increases in the total hourly combined all-in straight time wage and benefit package for the period beginning July 1, 2024 and July 1st of subsequent years will be:

July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
\$2.50	\$2.75	\$2.75	\$2.75	\$2.50

TOTAL WAGES & FRINGE BENEFITS - JOURNEYMAN CARPENTER

07/01/24 07/01/25 07/01/26 07/01/27 07/01/28
Total package per hr. \$105.66 \$108.41 \$111.16 \$113.91 \$116.41

FOREMAN \$3.00 PER HR. ABOVE JOURNEYMAN

SCALE GENERAL FOREMAN - \$6.00 PER HR. ABOVE

JOURNEYMAN SCALE

EFFECTIVE DATES WAGE RATE PER HOUR	07/01/24	07/01/25	07/01/26	07/01/27	07/01/28
Journeyman	\$57.05	TBD	TBD	TBD	TBD
Foreman	\$60.05	TBD	TBD	TBD	TBD
General Foreman	\$63.05	TBD	TBD	TBD	TBD

APPRENTICES

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

EFFECTIVE DATES	07/01/24 07/01/28 To	07/01/25 OTAL PACK	07/01/26 AGE PER I	07/01/27 HR.	
1st yr. Apprentice 2nd yr. Apprentice 3rd yr. Apprentice 4th yr. Apprentice	\$40.18 \$44.68 \$52.53 \$62.41	\$42.93 \$47.43 \$55.28 \$65.16	\$45.68 \$50.18 \$58.03 \$67.91	\$48.43 \$52.93 \$60.78 \$70.66	\$50.93 \$55.43 \$63.28 \$73.16
EFFECTIVE DATES	07/01/24 07/01/28 W	07/01/25 /AGE RATE	07/01/26 PER HR.	07/01/27	
1st yr. Apprentice	\$22.20 31	TBD	TBD	TBD	TBD Execution Copy 9.12.2025

2nd yr. Apprentice	\$25.20	TBD	TBD	TBD	TBD
3rd yr. Apprentice	\$29.45	TBD	TBD	TBD	TBD
4th yr. Apprentice	\$37.33	TBD	TBD	TBD	TBD

FRINGE BENEFIT RATE PER HOUR (The individual Funds are defined in Article

XVII.) JOURNEYMAN – FOREMAN – GENERAL FOREMAN

EFFECTIVE DATES	07/01/24	07/01/25	07/01/26	07/01/27	07/01/28
WELFARE PENSION ANNUITY A.J.R.E.I.F. VACATION SUPPLEMENTAL FUNDS	\$15.00 \$13.00 \$10.00 \$ 1.00 \$ 8.39 \$ 0.05	TBD TBD TBD TBD TBD TBD	TBD TBD TBD TBD TBD TBD	TBD TBD TBD TBD TBD TBD	TBD TBD TBD TBD TBD TBD
CITF	\$ 0.14	TBD	TBD	TBD	TBD
CCA METRO SUPPLEMENTAL PENSION	\$ 0.28 \$ 0.75	TBD TBD	TBD TBD	TBD TBD	TBD TBD
TOTAL PER HOUR	\$48.61	TBD	TBD	TBD	TBD

APPRENTICES

Effective 07/01/24 and to be allocated/reallocated at the discretion of the District Council July 1st of each year thereafter

	1 st Year	2 nd Year	3 rd Year	4 th Year
WELFARE	\$11.00	\$11.00	\$13.00	\$13.00
PENSION	\$ 2.10	\$ 2.65	\$ 3.15	\$ 3.65
ANNUITY	\$ 1.22	\$ 1.72	\$ 2.22	\$ 2.72
A.J.R.E.I.F.	\$ 0.80	\$ 0.80	\$ 0.90	\$ 0.90
VACATION	\$ 2.14	\$ 2.59	\$ 3.09	\$ 4.09
SUPPLEMENTAL FUNDS	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
INTL. TRAINING FUND (CITF)	\$ 0.14	\$ 0.14	\$ 0.14	\$ 0.14
CCA METRO	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28
SUPPLEMENTAL PENSION	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
TOTAL PER HOUR	\$17.98	\$19.48	\$23.08	\$25.08

Section 9. When an employee is required to work through the lunch period, they shall be compensated at the rate of time and one-half, and be given time to eat his lunch.

Section 10. There shall be no lost time in wages to any employee on the day of injury when immediate medical attention is required to said employee, while working on the Employer's job, provided the employee submits a note from the doctor or clinic, stating that the employee cannot work that day.

Section 11. No Carpenter shall be sent out on any given day for less than one (1) day's work.

Section 12. All First and Second Year Apprentices and New York Plan Trainees must be available for work every day of the payroll week or they will not be paid for work not performed.

ARTICLE XIII

Grievance & Arbitration Procedure

Section 1. A grievance shall be defined as all complaints, disputes and differences concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement, or any claim, demand, dispute or controversy between the parties hereto. The parties hereto shall first attempt to settle and adjust the grievance by negotiation. Any grievances by the Union or the Association/Employer must be raised with the other party within forty-five (45) days of the dispute occurring or by discovery given reasonable diligence.

Section 2. Any grievance not resolved per Section 1 shall be referred to the District Council Grievance Committee for a meeting with the Employer and the Association.

Section 3. Any grievance not resolved per Section 2 shall be submitted to arbitration before

Steven Kasarda, Randi Lowitt, Robert Grey who shall serve as the permanent contract arbitrator(s) hereunder.

- (a) 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.
- (b) The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in State or Federal Court in New York County/Manhattan and the Employer consents to personal jurisdiction and venue in said court. The costs of the arbitration, including the arbitrator's fee shall be borne equally by the Employer and the Union.
- (c) 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.
- (d) 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 electronic mail and registered or certified mail. Service upon the Employer may be made on either the individual Employer or the Trade Association. 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 or to the last address known to the Union, whichever is more recent. If certified mail is refused or not picked up ordinary mail shall then be deemed sufficient service provided that it is forwarded to

the address of record contained in this Agreement or the last address known to the Union, whichever is more recent.

(e) Upon the confirmation of the arbitrator's award, or on appeal there from, the prevailing party shall be entitled to receive all court costs in each proceeding as well as reasonable attorneys' fees.

ARTICLE XIV

Hardship and Advisory Committee

Section 1. The Hardship and Advisory Committee has 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 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.

ARTICLE XV

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 reason including jurisdictional dispute, nor shall any Employer lock out employees prior to filing a complaint, grievance or pending the adjustment of any existing dispute, as provided for in Article XIII.

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

ARTICLE XVI

Validity

If a Court of competent jurisdiction 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 Industry as permitted by Law. Notwithstanding the previous sentence of this Article XV, if at any time during the term of this Agreement the United States District Court for the Southern District of New York voids the provisions of Article VI, Section 2 and Article VII, Section 6 (i.e., the so-called full mobility hiring

provisions), this Agreement shall become a nullity and the parties shall return to the terms and conditions under their collective bargaining agreement that expired by its terms on June 30, 2011.

ARTICLE XVII

<u>Funds</u>

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 New York City District Council of Carpenters Welfare Fund, the New York City District Council of Carpenters Pension Fund, the New York City District Council of Carpenters Welfare Fund: Vacation Benefit, the New York City District Council of Carpenters Welfare Fund: Vacation Benefit, the New York City District Council of Carpenters International Training Fund ("CITF"), the New York City District Council of Carpenters Apprenticeship, Journeymen Retraining, Education, and Industry Fund, the Supplemental Funds of the District Council (i.e., the New York City Carpenters Relief and

Charity Fund and the New York City District Council of Carpenters Welfare Fund (Scholarship Program), CCA Metro – Carpenter Contractor Alliance of Metropolitan New York ("CCA Metro"), and the Carpenter Contractor Labor Management Trust Fund (Partnership for Growth) ("UBC Labor-Mgt. Trust") (collectively "Funds").

(a) Each Employer's books and payroll records, including, but not limited to, cash disbursement records, shall be made available upon demand of the Trustees at all reasonable business hours. Each signatory Employer acknowledges and agrees 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 signatory to this Agreement shall make available to the Trustees of the various Funds, or their designated auditing representatives, all pertinent books and records, including, but not limited to, 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, the 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 Board of Trustees of the Funds, or designated committee thereof, so that they may independently verify that all required contributions have been made and to discover the identity of all beneficiaries under the plans for which they have been entrusted for their proper administration.

(b) 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(s) 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(s). It shall be a violation of this Agreement to fail to furnish proper records, when requested, for the purpose of completing an audit.

(c) If the Employer, General Contractor, Prime Contractor, Owner-Builder, or Subcontractor, Bound by this Agreement refuses to submit its books and records to an Audit, the Union, within its sole discretion, may 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' wages and benefits.

Section 2.Contributions to the Funds shall be in accordance with this Agreement. The contribution to the Supplemental Funds shall be allocated in the following manner:

Carpenters Relief and Charity Fund TWO & ONE HALF CENTS (\$0.025) PER HOUR

District Council Scholarship Fund TWO-AND-ONE-HALF CENTS (\$0.025) 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. This 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 a 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 required by law. Once a year the administrators shall account for all monies received and disbursed.

- (a) 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.
- (b) It is agreed that all contributions are due and payable to the District Council Fund Office (via the I-Remit system) and the Employer does hereby authorize said Fund Office to forward said contributions to CCA Metro, the CITF, and the UBC Labor-Mgt. Trust in such manner as the Directors/Trustees of said funds shall reasonably require.
- (c) The parties also recognize their right to be represented on CCA Metro and by the execution of this Agreement the parties authorize the representatives of the participating Employers and the District Council to designate their respective Union and Employer Directors/Trustees hereby waiving all notice thereof and ratifying all actions taken by them within the scope of their authority.

Section 3. If any of the above allocations are determined to be 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 4. 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 Employer hereby agrees that the Fringe Benefit Fund Trustees shall have the necessary powers to fulfill their fiduciary obligations in order to fully protect each signatory Employer and their employee• beneficiaries under the respective fund plans.

Section 5. Each Employer shall be bound by all of the terms and conditions of the Agreements and Declarations of Trust governing each of the Funds for which contributions are required under this Agreement and by all By-Laws, rules, procedures and policies adopted to regulate each of said Funds, including, but not limited to, the Funds' Revised Statement of Policy for Collection of Employer Contributions. 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 6. 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.

Section 7. 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 XI, Section 10.

Section 8. Fringe benefit contributions, including Vacation Fund payments, will be the same for the General Foreman, Foreman and Journeyman. Fringe benefit contributions for Apprentices shall be in accordance with applicable schedules in Article XII. In the case of Foreman, General Foreman and 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 employee.

Section 9. Whenever the Employer is in default in payments to the Funds referred to in

Article XVII of this 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 employees 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 (wages and benefits).

Section 10. (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:

- (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(b) 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 11** 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 indicated in Section 10 of this Article and as

otherwise may be applicable under this Agreement and Declaration of Trust governing such Fund(s).

Section 11. Should any dispute or disagreement arise between the parties hereto, or between the Union and any signatory Employer-member, 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.

- (a) The arbitrator shall have full and complete authority to decide any and all issues raised by the submission and to fashion an appropriate remedy pursuant to this Agreement 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.
- (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.

(c) Steven Kasarda, Randi Lowitt or Robert Grey is herby designated as impartial arbitrator(s) hereunder.

Section 12. All contributions required under this Article will be reported and remitted through the I-Remit system or any other system designated by the Funds Office.

ARTICLE XVIII

Bonding

Section 1. An Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated member is not required to post a Surety Bond except as stated hereafter.

Any Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated Employer whose records have been audited by the Funds' and who is found to be delinquent is required to post a bond in the amount set forth in accordance with **Section 2** of this **Article**.

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

Section 2. Those Employers covered by this Agreement who are required to post a bond shall provide a Surety Bond in the following amounts:

Number of Employees	Bond Amount
1 - 5	\$10,000.00
6 - 10	\$20,000.00
11 - 15	\$30,000.00

16 - 25 \$50,000.00 26 - 50 \$100,000.00 over 50 \$200,000.00

The above bonding requirements shall remain in full force and effect for the duration of this Agreement.

(a) When a signatory Association Employer is required to post a bond and owes to the Benefit Funds an amount greater than the face amount of his Surety Bond, the Surety

Bond must be increased to cover such indebtedness. If this cannot be done, the Union may remove all members of the bargaining unit from that: Employer.

Section 3. The District Council, in its discretion, may suspend the requirement for a signatory Association Employer under this agreement to maintain the bond provided for in this Article, provided the District Council is satisfied that the said Association Employer is not presently delinquent in payment of fringe benefit contributions and has a favorable history of making fringe benefit contributions on a timely basis. In the event that the District Council gives an unfavorable response to the request of the signatory Association Employer to suspend such bond requirement, the Association Employer shall have the right to appear before the Funds' Board of Trustees or designee thereof, to review its application for suspension of this bonding requirement.

ARTICLE XIX

Miscellaneous Conditions

Section 1. The Employer agrees that this Agreement will run to and for the benefit of any

other corporation or company which may exist or be formed or in which the Employer may have a substantial interest, if such subsidiary is engaged in building construction work covered by this Agreement.

Section 2. The Employer agrees that it will be responsible and liable for payment of all wages and fringe benefits for any Subcontractor who has NOT signed an agreement with the New York City District Council of Carpenters, and who is engaged by the Employer to perform work that falls within the jurisdiction as set forth herein of the New York City District Council of Carpenters.

Section 3. 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.

Section 4. If an employee is required to use Powder Actuated Tools, he is to be qualified to use said Powder Actuated Tools, by securing from the tool manufacturer an operator's card or similar proof of qualification, and the Union shall cooperate with the Employer and Tool Manufacturer in having the employee expeditiously qualified. No Powder Actuated Tools shall be used that have not been previously approved by the State Board of Standards and Appeals.

Section 5. Every signatory Employer party to this contract shall notify the District Council and the Association on its specified form, by Fax, Certified Mail or Telephone, of the awarding of any contract on which any of the work described in Article III 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.

Section 6. The Employer shall provide a gangbox, a suitable tool shed or room of sufficient size for the storage of the Carpenter Tools and clothing, and Tool Shed or Room shall be heated in the winter. The door shall be constructed that the hinges and hasp cannot be removed from the outside. Such Tool Shed or Room shall not be used for the storage of any other materials. Where such storage facilities are provided, the STEWARD OF THE JOB shall be furnished with a key to the Tool Shed or Tool Room, and the employees will store therein all the tools not actually being used by them at any time. On every job the Employer shall provide a suitable locker. In buildings over ten stories high, a locker or gangbox is to be provided on every fifth (5) floor.

Section 7. The Employer shall reimburse each employee for any of the tools or clothing which are destroyed by fire or any other Act of God, or which may be stolen by forcible entry of the locker or shed, or damaged on the project site; provided, that if the Employer has complied with the provision of Section 6, he shall be responsible and liable for such loss or injury only if it occurs while such tools or clothing are in the Tool Shed or Tool Room, provided further that the Employer's liability shall be limited to not more than the following:

Employees shall be advised by the Shop Steward to keep any excess tools on the jobsite. Proof of loss must be filed within forty-eight (48) hours of the actual loss and payment of the above described claim must be made within fourteen (14) working days of the receipt of the proof of loss. Any disputed claims shall be resolved pursuant to **Article XIII** hereof.

Section 8. Tools belonging to the employees which are dulled on the job, shall be reconditioned at the expense of the Employer by an employee covered under this Agreement.

Section 9. Each employee begins their employment at the gangbox at 8:00 a.m., and shall arrive in working clothes, UNLESS OTHERWISE NOTED.

Section 10. Where for the benefit of an Employer, an employee must cross a body of water in order to reach the jobsite 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 bepaid by the Employer. The employee shall not leave the shore opposite the jobsite earlier than 8:00 a.m. and shall return to the same shore not later than 3:30 p.m., except as provided herein.

Section 11. When the Employer does any work outside the jurisdiction covered by this Agreement, he shall conform to the wages and other terms and conditions of employment that exist between the Employers and employees of such jurisdiction; however, when the Employer hires members into and from this jurisdiction covered by this Agreement, the terms and conditions of this Agreement, including wages and fringe benefits provided herein shall apply.

Section 12. The Employer agrees that if it performs any service or work described in the Trade Agreements of the District Council of Carpenters of New York State within the geographic jurisdiction of the above-mentioned District Councils, it shall be bound by all the terms and conditions of the Trade Agreement applicable to the location where said service or work is being performed for the period of time that said service or work is being performed in said location in the same manner as if it were a direct signatory to the applicable Trade Agreement.

Section 13. The Employer agrees to be bound to one of the promotional or advancement funds in this agreement.

Section 14. 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 when the Employer performs 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.

- (a) All charges of violations of this **section** shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding arbitration as provided in **Article** XIII, of this Agreement. As a remedy for violations of this **Section**, the arbitrator (or arbitration body) provided for in **Article** XIII, is empowered at the request of the Union, to require an Employer (1) To 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 the violations; and (2) To pay into the affected joint trust funds established under this Agreement any delinquent contributions together with interest, penalty and liquidated damages to such funds as provided in the Agreement. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union or the Trust Fund(s) for violation of this **Section**; nor does it make the same or other remedies unavailable to the Union or the Trust Fund for violations of other **Sections** or **Articles** of this Agreement.
- (b) If, as a result of violations of this **Section**, it is necessary for the Union and/or Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (a) 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 15. The Union shall furnish upon the request of the Employer until the expiration of the Agreement in a reasonable time after request, except in cases of strikes and other circumstances over which it has not control, all Carpenters and joiners, including all classifications as referred to in, **Article III.**

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 it 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 afforested 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. There shall be a pre-job conference before the starting of any major job.

Section 18. All Employers will make sure that any products they ask Carpenters to handle will have a United Brotherhood of Carpenters stamp on it as long as it is within their power to do so.

Section 19. All Carpenters will be given five (5) minutes to wrap up their tools at the end of the day and five (5) minutes wash up before lunch and quitting time.

Section 20. There will be no quotas imposed on Carpenters working on a jobsite.

Section 21. 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 the Carpenter's Pension Fund after he has paid monies that were due to the Benefit Funds. This will be decided through the collective bargaining agreement grievance and arbitration clause.

Section 22. In order to protect and preserve for the employees engaged in the

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manufacturing of custom fixture and mill cabinet products used in the trade, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed that all custom manufactured mill cabinet and architectural woodwork products which are specified and required in the Employers contract with the client, including doors specifically designed as matching components of said products, shall be fabricated in a signatory shop within an area encompassing the five boroughs of New York City and extending approximately 40 miles beyond the city's borders. Doors, jambs and related components which do not fall within the stated category will be excluded from this provision.

Section 23. There shall be an afternoon coffee break only if the work continues for four (4) hours in the afternoon.

Section 24. The Union and the Association agree to explore other forms of worker's compensation insurance, such as Alternative Dispute Resolution (ADR), to help our Union Contractors be more competitive.

Section 25. The Parties acknowledge that pursuant to the New York State Paid Family Leave Act, the Employer will be deducting from Employees' wages, premium payments as determined by the appropriate authority of the State of New York and remitted to same or a private Paid Family Leave carrier, unless other provisions are made by the Trustees of the New York City District Council of Carpenters Welfare Fund.

Section 26. Apprentices and Journeymen who fail to notify the Employer in writing when moving up in grade will only be entitled to a maximum of two (2) weeks of retro pay at the higher rate upon providing verification of the higher classification from the Carpenters Training Center.

Section 27. The Association and the Union agree to periodically meet to discuss new technologies in the Industry.

Section 28. The requirements of the New York City Earned Sick Time Act are waived pursuant to N.Y. Admin. Code Section 20-916. The Parties waive the sick leave benefits under the New York State Paid Sick Leave Law (Section 196-b of the New York Labor law). The Parties agree that the vacation pay benefits provided to employees under this Agreement provide comparable or superior benefits or conditions than provided in the law."

Section 29. The Parties agree to waive the provisions of New York State Labor Law ("NYS LL") § 198-e and by reference incorporate the waiver into this Agreement under the authority of NYS LL § 198-e (10).

ARTICLE XX

Promotional Fund

Section 1. All Employers covered by this Agreement shall contribute to the Industry Promotional Fund for the Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated ("Promotional Fund") forty cents (\$0.40) for every hour worked by the employees of said Employers for work defined by this Agreement.

Section 2. The Fund office of the District Council shall advise the Union and the Promotional Fund whenever an Employer shall be in default in the payment of contributions due the Promotional Fund.

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 Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated and by all By-Laws adopted to regulate said Fund. The Trustees of the Promotional 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 Promotional Fund shall be remitted with the contributions for the other Funds. The bank servicing the Funds shall deliver all such contributions to the Promotional Fund after verifying that the amount of each such contribution has been correctly computed by the Employer.

Section 5. The Promotional Fund shall reimburse the Funds all expenses incurred by the Funds for services rendered by the Funds.

Section 6. The Promotional 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 Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated, whose duties among other things, should be to periodically review any increase or decrease in the amount of the Surety Bond 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 Drywall Construction as defined in **Article III**, 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 proficiency of Drywall Installation, 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 XXI

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 May 31, 2029 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, regular, overnight, or electronic mail no more than ninety (90) days nor no less than sixty (60) days before the Agreement expiration that such party seeks to negotiate a new Agreement 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

Retroactivity

It is mutually agreed that any increases to wages and fringe benefits provided for in this Agreement shall be retroactive to July 1, 2024.

ARTICLE XXIII

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 on the dates shown below.

Date: 09/15/25

9/16/25

Date: 09/15/25

For THE ASSOCIATION OF WALL-CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INCORPORATED

Patrick A. Wehle

Executive Director

For the Union:

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

Paul Capurso

Executive Secretary-Treasurer

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 International Training Fund; Vacation Fund; CCA Metro; and Supplemental Fund.

Patrick A. Wehle

Executive Director