GENERAL BUILDING LABORERS' LOCAL UNION NO. 66

TARGET FUND

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made by and between the General Building Laborers' Local Union No. 66 ("Local 66" or the "Union"), and the Association of Wall, Ceiling and Carpentry Industries, Inc. ("AWCCI" or the "Association"), collective referred to herein as the "Parties."

WHEREAS, the Parties are signatories to a Collective Bargaining Agreement covering wages, hours and other terms and conditions of employment (the "CBA"); and

WHEREAS, the Parties recognize the increasing encroachment of the open shop on Long Island; and

WHEREAS, the Parties wish to establish a market recovery and job targeting program intended to maintain and, where possible, improve the Union's share of private work covered by the CBA.

NOW, THEREFORE, the Parties agree as follows:

1. **Establishment.** The Union shall establish the Local 66 Target Fund (the "Fund") as a market recovery and job targeting program intended to keep Union members working, preserve benefit contributions, support AWCCI signatory contractors competing against non-union competition, and strengthen the Union's presence in the covered market.

2. **Limitation.** The Fund shall be used only for private work within the Union's jurisdiction that is covered by the CBA. The Fund shall not be used for public work, for any project subject to prevailing wage laws, or for any project outside the scope of the CBA.

3. **Union Control.** The Fund shall be funded solely through a dedicated member assessment ("Assessment") approved in accordance with applicable law, the Union's Constitution and Bylaws, and any applicable International Union requirements. No employer, contractor, employer association, contractor association, management representative, or management-controlled entity shall contribute to, control, direct, approve, veto, or participate in the disbursement of Fund assets.

4. **Modification.** The Assessment shall be adopted and modified only in accordance with the Union Constitution and Bylaws, any applicable International Union requirements, and applicable law governing dues, fees, and assessments.

5. **No Employer Funding**. Employer transmission of payroll-deducted member assessments shall not be treated as employer funding or employer control. The Union shall not accept

employer contributions, contractor contributions, contractor-association contributions, or management-controlled contributions into the Fund.

6. **Maintenance.** The Fund shall be maintained as a segregated account within the Union's general treasury with separate ledger accounting, bank-account tracking, records, and reports. Contractors shall have no ownership, beneficial interest, lien, claim, or property interest in Fund assets.

7. **Permitted Uses.** Fund assets may be used for approved contractor Fund assistance, reasonable administrative expenses, accounting, audit, legal review, market research, and other expenses directly related to the maintenance of the Fund. Contractor Fund Assistance shall be limited to the payment of benefit fund contributions incurred for work performed on an approved project.

8. **Eligibility.** Project eligibility shall be limited to private work covered by the CBA subject to the following:

    - The project must be within the Union's jurisdiction;
    - The project must not be public work or subject to prevailing wage laws;
    - The contractor must be signatory to the CBA or else execute the CBA before final approval;
    - The contractor must be current on fringe benefit contributions and any related fines or fees, assessments, remittance reports and any other required reporting;
    - The contractor must disclose known competing bidders and credible non-union competition or other market-share justification;
    - The contractor must certify no double-breasting or alter-ego arrangement that undermines the CBA; and
    - The contractor must agree to all reporting, verification, and audit requirements.

9. **Targeting Factors.** The Union shall have the exclusive authority to determine whether or not Fund assistance is warranted on any given project, and the amount of Fund assistance available. The Union may base its decision on any one or more of the following non-exhaustive factors:

    - Expected Union man-hours and benefit contributions;
    - Whether the job would likely be lost to non-union competition without assistance;
    - Strategic owner, developer, general contractor, site, geographic area, or market segment;
    - Opportunity to preserve or expand recurring work;
    - Availability of qualified journeypersons and/or apprentices;
    - Relationship to organizing strategy;
    - Contractor history of compliance, quality, safety, and reporting; and
    - Fund balance, pending commitments, and need to distribute targeting resources fairly.

10. **Application and Approval Process.**

    1) **Initial Request.** A Contractor shall submit to the Union a Job Targeting Request with project, bid, competitor, man-hour, and schedule information.

    2) **Eligibility Screen.** The Union shall confirm that the work is covered under the CBA and the scope, private and prevailing wage coverage status, jurisdiction, signatory status and the contractor's fringe benefit contribution compliance.

    3) **Pre-Bid Notification.** If preliminarily approved, the Union shall provide the Association with a pre-bid allocation notice stating the potential per-hour assistance and maximum cap available on the project, subject to award, final documentation, and Union confirmation. AWCCI shall provide this notice to all of its members, simultaneously.

    4) **Post-Award Review.** If an Association contractor is awarded the job, that contractor must provide bid-award information, executed MOU, CBA if required, updated hours, and any requested documentation to the Union for a post-award review.

    5) **Final Confirmation.** After its review, the Union shall issue a written post-award funding confirmation to the winning AWCCI contractor. No funding is final until written confirmation is issued by Union.

    6) **Contribution Supplement.** So long as the contractor keeps current on its portion of owed contributions on the project, and keeps current on all other Local 66 Trust Fund contributions incurred, the Fund shall cover the remaining Local 66 Trust Fund contributions owed on the project pursuant to the terms of the post-award funding confirmation.

    7) **Payment Review.** Upon completion of the job, the contractor shall submit verified man-hour reports and payment requests to the Union. The Union shall verify eligibility, hours, and fringe benefit contribution status.

11. **Discretion.** The Union shall have full discretion over all Fund determinations. No contractor, employer, member, applicant, or project owner has a vested right, entitlement, property interest, or expectation of Fund assistance. All approvals are discretionary, project-specific, and subject to Fund rules, available assets, and final approval by Local 66. The Union, however, shall not discriminate against nor favor any eligible employer, and all eligible employers shall have a fair and equal opportunity to receive Fund assistance.

12. **Assistance Structure.** Fund Assistance shall be calculated based on verified Local 66 member hours worked on the approved project, multiplied by the approved per-hour assistance rate, subject to the approved project cap. The approved cap shall not be exceeded unless the Union issues a written amendment approved in accordance with the Fund's procedures. No oral representation may increase the cap.

13. **No Wage Reduction.** Fund Assistance shall not be used to reduce, defer, waive, rebate, or alter required wages, dues, assessments, statutory pay, or fringe benefit obligations under the CBA or applicable law.

14. **Contractor Requirements.** To establish and/or maintain eligibility for Fund Assistance, AWCCI contractors must:

    - Remain current on all fringe benefit contributions, remittance reports, assessments, and reporting obligations;
    - Submit verified man-hour reports signed by the contractor representative and Local 66 steward/foreman or other Union-designated verifier;
    - Notify the Union immediately of any project completion, delay, cancellation, scope change, ownership change, award change, change order affecting covered work, or use of non-union subcontractors on covered work;
    - Retain payroll, remittance, certified project, and job records for at least six years or longer if required by law or dispute;
    - Permit Union to audit or verify records relevant to Fund Assistance;
    - Agree that disputes over covered hours, reporting, or Agreement or CBA compliance may be referred to the grievance/arbitration procedure under the CBA.

15. **Effective Date.** The Union shall notify AWCCI of the effective date upon which it will begin considering applications for Fund assistance. The effective date shall be within the sole discretion of the Union and based upon, among other things, the Fund amounts and reserves on hand and the development of systems and protocols to identify Fund assistance-eligible projects, to review and approve applications, and to provide payment for Fund assistance.

16. **Amendment and Termination.** The Union may amend or terminate the Fund, subject to applicable approval requirements. No amendment or termination shall create a contractor's entitlement to future assistance. Upon termination, remaining assets shall be applied to outstanding approved obligations and then used for lawful Union purposes consistent with the assessment authorization, unless counsel directs otherwise.

FOR THE GENERAL BUILDING LABORERS' LOCAL UNION NO. 66

By: _____
Vincent Alu, Business Manager

Date: 6-29-26

FOR THE AWCCI

By: _____
~~John DeLollis, Managing Director~~
AARON HICKEY, EXECUTIVE DIRECTOR

Date: 6/26/26