

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

E.W. Howell Co, LLC

Respondent,

-and-

**Northwest Regional Council of Carpenters
and Joiners of America,**

Charging Party.

Case No.: 29-CA-195626

**DECLARATION OF HOWARD L. ROWLAND IN
RESPONSE TO NOTICE TO SHOW CAUSE**

HOWARD L. ROWLAND, declares the truth of the following under penalty of perjury:

1. I am President and Chief Executive Officer of E.W. Howell Co., LLC (“EWH”), the Respondent in this matter, and have been since January 1997.

2. I have personal knowledge of the facts hereinafter set forth unless otherwise indicated.

3. EWH is and has been a general contractor and construction manager in the construction industry in the New York Metropolitan Area for more than 100 years.

4. Since I joined EWH in 1983, it has been a member of the Building Contractors Association, Inc. (“BCA”), a multiemployer association comprised of construction industry contractors operating in the New York Metropolitan Area.

5. Among other services, the BCA represents its members who so authorize it to engage in collective bargaining negotiations on their behalf with various trade unions who represent tradesmen of various skills employed in the construction industry. One such union whom

EWH had authorized the BCA to represent it in collective bargaining with was the Northeast Regional Council of Carpenters (“NRCC”), the Charging Party in this matter.

6. The last collective bargaining agreement that EWH authorized the BCA to negotiate on its behalf with NRCC was a prehire agreement authorized under section 8(f) of the National Labor Relations Act, as amended, that had a term beginning July 1, 2011 and expiring May 31, 2016. A true and accurate copy of this agreement is attached to this Declaration as Exhibit A (“Last 8(f) Agreement”).

7. EWH duly terminated the Last 8(f) Agreement at its expiration on May 31, 2016, a true and accurate copy of which is attached to this Declaration as Exhibit B.

8. During the term of the Last 8(f) Agreement, EWH performed certain carpentry work by subcontracting it out to contractors who were signatory to collective bargaining agreements with NRCC, as it was required to do in accordance with Article Twenty-Six.

9. Generally, the work EWH usually subcontracted out included, without limitation, labor, material, equipment, scaffolding, hoisting and services required to complete cold-formed metal framing; rough carpentry; sheathing; thermal insulation; fire-resistive joint systems; joint sealants; expansion control; hollow metal doors and frames; flush wood doors; door hardware; gypsum board shaft wall assemblies; non-structural metal framing; gypsum drywall and acoustical panel ceilings work (“Subcontracted Carpentry Work”).

10. During the Last 8(f) Agreement, EWH also performed some minor carpentry work with a few carpenters that it employed on its own payroll from time to time. Generally, this work usually consisted of making barriers or enclosures to protect employees from falling into open holes in floors, elevator shafts, stairwells and the like; meeting safety requirements, site set-up and

break-down of temporary trailers, patching sheetrock, and minor punch list work (“Self-Performed Carpentry Work”).

11. Much of the Self-Performed Carpentry Work also falls within the jurisdiction of the laborers, who are represented by a different union, and is sometimes assigned to laborers. EWH, also through its membership in the BCA, is signatory to a collective bargaining agreement with General Building Laborers Local 66. A true and correct copy of the relevant pages of this agreement is attached to this Declaration as Exhibit C.

12. The NRCC subcontractors who performed the Subcontracted Carpentry Work would also assign employees to do Self-Performed Carpentry Work from time to time. As the amount of Self-Performed Carpentry Work diminished over the years to the point that there was not enough of such work to keep a carpenter occupied full time, the subcontractors increasingly did the Self-Performed Carpentry Work. This was more efficient for EWH and caused me to decide to cease having EWH doing such Self-Performed Carpentry Work with its own carpenters and to subcontract out all carpentry work.

13. As a signatory to the Last 8(f) Agreement, EWH’s business opportunities were restricted to only union jobs. Increasingly, over a number of years and continuing throughout the term of the Last 8(f) Agreement, more of the work within the jurisdiction of NRCC was being awarded to nonunion general contractors who were more competitive than those general contractors who were signatory to the Last 8(f) Agreement. This trend was not limited to carpentry work, but also applied to the work of other trades as well.

14. I decided during the term of the Last 8(f) Agreement that EWH would not authorize the BCA to represent it in any future negotiations with NRCC and that EWH would exercise its right to terminate the Last 8(f) Agreement at its expiration and not enter into any new agreement

with NRCC. This business decision would free up EWH to take advantage of more business opportunities by eliminating, among other things, the subcontracting restriction that had been limiting EWH to working only with union contractors and thereby give it the flexibility to do both union and nonunion work as required by customers and potential customers of EWH.

15. In face-to-face conversations I have had with representatives of NRCC concerning the subcontracting restriction requiring the use of NRCC signatories, they have made it absolutely and unequivocally clear that NRCC would never enter into a collective bargaining agreement that did not have such subcontracting restrictions limiting subcontracting to other contractors signed to agreements with NRCC. The last such conversation I had was on January 11, 2018, with Anthony Macagnone, Council Representative, and William Banfield, NRCC's New York State Regional Manager and Mr. Macagnone's direct supervisor at the time.

16. Since EWH's termination of the Last 8(f) Agreement, EWH has bid on and been awarded both union and nonunion work. EWH has assigned union work to contractors signatory with NRCC.

17. The last time EWH directly employed carpenters represented by NRCC on its own payroll was for the week ending April 5, 2016. That is when EWH ceased doing Self-Performed Carpentry Work. EWH has not employed any carpenters on its own payroll since that date, with one emergency exception in late February and March 2017, when it was necessary to directly employ two carpenters for a total of 85 hours combined, to fill in for a defaulting concrete contractor to do work related to a last-minute concrete pour. This was not work that EWH self-performed within the jurisdiction of NRCC aside from this sole unanticipated emergency. Accordingly, EWH had no carpenters on its payroll at the time of the expiration/termination of the Last 8(f) Agreement, effective May 31, 2016.

18. On June 9, 2016, more than a week after EWH terminated the Last 8(f) Agreement at its expiration, and more than two months after EWH had ceased employing carpenters in furtherance of its decision to no longer do Self-Performed Carpentry Work, NRCC filed a representation petition with Region 29 of the NLRB, a true and accurate copy of which is attached to this Declaration as Exhibit D. Accordingly, at this time, EWH employed no carpenters on its own payroll.

19. On July 8, 2016, the NLRB conducted a secret ballot election in which one of two individuals determined to be eligible to vote in accordance with NLRB rules for construction employers voted in favor of union representation by NRCC. Neither of the two individuals eligible to vote were then current employees of EWH nor did they have any reasonable expectation of being employed by EWH at any time in the future. In fact, to the best of my knowledge, both individuals were employed by employers other than EWH at that time and have been ever since.

20. On August 1, 2016, the Regional Director of Region 29 certified NRCC as the representative of the following unit including

[a]ll full-time, regular part-time journeymen and apprentice carpenters employed by the Employer out of its Plainview, New York facility, and working in Nassau and Suffolk counties, excluding all other employees, confidential employees, guards, and supervisors as defined by the Act.

At the time of the Regional Director's certification, EWH employed no one in the unit certified by Region 29 and had no intention of directly employing any carpenters on its own payroll for work on Long Island in the future given my decision that EWH would no longer do any Self-Performed Carpentry Work.

21. On November 3, 2016, the NLRB affirmed Region 29's certification of NRCC as the representative of those employed in the unit described in paragraph 20 of this Declaration. At this time, EWH employed no one in the aforementioned unit.

22. On November 11, 2016, NRCC requested bargaining of EWH. At this time, EWH had no employees in the unit certified by the NLRB.

23. On November 22, 2016, EWH responded to NRCC's request for bargaining and explained that EWH neither had nor intended to have any employees in the unit certified by the NLRB. NRCC never responded to this communication.

24. During the 17 months preceding the expiration/termination of the Last 8(f) Agreement, *i.e.*, January 1, 2015 through May 31, 2016, EWH only employed one carpenter working within the jurisdiction of NRCC who worked full-time for at least six weeks. This individual was not employed at all by EWH during the last six months of the Last 8(f) Agreement.

25. From on or about June 1, 2014 through on or about May 31, 2015, EWH did nearly 3,000 hours of Self-Performed Carpentry Work.

26. From on or about June 1, 2015 through on or about May 31, 2016 EWH did about 1,285 hours of Self-Performed Carpentry Work, none of which was done after week-ending April 5, 2016.

27. From on or about June 1, 2016 through May 31, 2017, EWH did about 85 hours of Self-Performed Carpentry Work on an emergency basis in weeks-ending February 28, 2017, March 7 and March 28, 2017.

28. In 2015, Thomas Lightsey worked for EWH as a carpenter within the jurisdiction of NRCC for a total of 11 months, *i.e.*, from week-ending January 6, 2015 through week-ending

December 1, 2015. During that time, Mr. Lightsey worked during 45 weeks and was the only carpenter employed by EWH in 28 of those weeks.

29. In 2015, from week-ending April 7, 2015 through week-ending December 1, 2015, a consecutive and uninterrupted time period of 32 weeks, Mr. Lightsey was the only carpenter employed by EWH within NRCC's jurisdiction, except for five weeks where a second carpenter was employed on a part-time basis.

30. In 2015, Mr Lightsey did 1,632 hours of Self-Performed Carpentry Work for EWH within the jurisdiction of NRCC.

31. In 2015, a total of seven carpenters (including Mr. Lightsey) employed by EWH within the jurisdiction of NRCC did 2,144 hours of Self-Performed Carpentry Work.

32. In 2016, EWH averaged less than 10 hours of Self-Performed Carpentry Work within the jurisdiction of NRCC during the 13 week period from week-ending January 5 through week-ending April 5. Of the six carpenters who were employed by EWH during this period, Antonio Alves did 148 hours of Self-Performed Carpentry Work out of the total of 240 hours worked during this period, working as the only carpenter for EWH in five of the nine weeks during which he worked.

33. In 2014, 2015, and 2016, Mr. Lightsey and Mr. Alves never worked together at any time, never in the same week or even the same year.

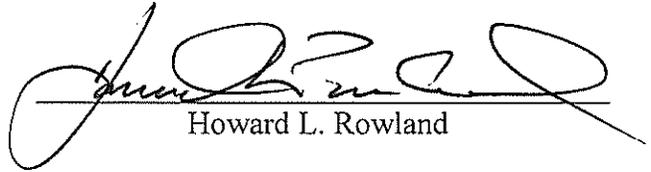
34. During the last 17 months of the Last 8(f) Agreement, there were 16 weeks in which no carpenters were directly employed by EWH on its own payroll within the jurisdiction of NRCC.

35. During the last 17 months of the Last 8(f) Agreement, in 35 of the 74 weeks during that period, EWH employed only one carpenter on its own payroll within the jurisdiction of NRCC.

36. During the last 17 months of the Last 8(f) Agreement, there were only two weeks in which EWH employed more than one full-time carpenter on its own payroll.

37. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct to the best of my knowledge.

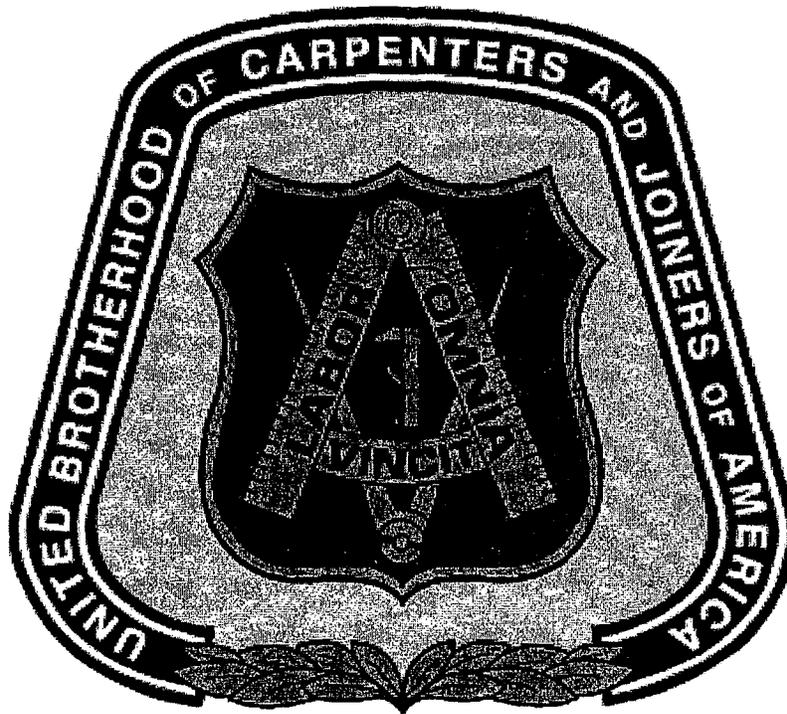
Dated: August 3, 2018
Plainview, New York



Howard L. Rowland

EXHIBIT A

**NORTHEAST REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA**



**SOUTHEAST REGION
AGREEMENT**

Between

**NORTHEAST REGIONAL COUNCIL OF CARPENTERS
91 Fieldcrest Avenue – 2nd Floor, Edison, NJ 08837**

And the

**BUILDING CONTRACTORS ASSOCIATION, INC.
451 Park Avenue South, New York, NY 10016**

July 1, 2011 through May 31, 2016

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RECOGNITION

This Agreement is entered into by the Association/Contractor _____, hereafter referred to as the "Association", on behalf of their members who employ or may employ unit employees and THE NORTHEAST REGIONAL COUNCIL OF CARPENTERS and of THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, or any successor Council, hereafter referred to as the "Union". The Union recognizes the Association as the exclusive bargaining representative of all employer-members of the Association who have designated the Association as their bargaining representative. The Association recognizes the Union as the sole and exclusive collective bargaining representative of all carpenters and employed by the Employer in the performance of all work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

The parties agree that the collective bargaining unit covered by this agreement is a single multi-employer bargaining unit consisting of employers represented by the Association that is bound to this agreement, including any individual employers who are not members of an Association but who sign the agreement or agree to be bound to it.

This agreement shall be binding on signatory contractors who are or who may become signatory contractors during the duration of the agreement. Signatory contractors shall be bound by the terms of this agreement for the duration thereof irrespective of the fact that they may have terminated their membership in the Association.

The Employer is satisfied and acknowledges that the Council has claimed and demonstrated that the Council has majority support and represents a majority of the Employer's Employees in an appropriate bargaining unit for purposes of collective bargaining. Accordingly, the Council demands recognition, and the Employer recognizes the council, as the exclusive bargaining agent under Section 8(f) for Nassau and Suffolk Counties of the NLRA for all of its Employees within the contractual bargaining unit.

Employers who sign independently recognize a single-multi employer collective bargaining unit through the Association. In such case, each employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of this Association. A withdrawal of such bargaining authority by any independent signatory shall only be effective if in writing and received by the Council not more than ninety (90) days and not less than sixty (60) days prior to expiration of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

The parties hereby waive any right they may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification, or amendment to this Agreement, or during the negotiation thereof.

PREAMBLE

The Employer is desirous of employing carpenters and joiners and all subdivisions of the United Brotherhood of Carpenters and Joiners of America in the Construction Industry and appurtenances thereto within the Territorial Jurisdiction of this Agreement.

This agreement is entered into to prevent strikes and lockouts; to facilitate the peaceful adjustment of grievances and disputes between the Employer and the Union and its members; to prevent waste; unnecessary and avoidable delays and the results through them to the Employer of cost and expense and to the employees covered thereby of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workers; to provide as far as possible for the continuous employment hereunder of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purpose and intent hereof, to bring about stable conditions in

the Industry, keep costs of work in the Industry as low as possible, consistent with fair wages & proper working conditions as provided for hereunder

**JURISDICTION (GEOGRAPHICAL)
ARTICLE ONE**

Section (a). The geographical jurisdiction of this Agreement shall be comprised of the following two (2) Counties of the Union: Suffolk and Nassau. South of the Southern State Parkway and West of the Seaford Creek shall be the territorial jurisdiction of the New York City District Council of Carpenters.

Section (b). Shop Agreements of the Union are separate and apart from this Master Agreement.

**COUNCIL REPRESENTATIVE
ARTICLE TWO**

The Council Representative or any other authorized representative of the "Union" shall be allowed to visit the jobs of any Employer during working hours.

**UNION SECURITY
ARTICLE THREE**

Section (a). The Union agrees to furnish, through its office competent journeymen selected for reference to jobs upon a non-discriminatory basis, such furnishing to be made upon request of the Employer and with the Employer retaining the right to reject or accept the applicants for employment.

Section (b). The Union agrees that its office will maintain appropriate registration facilities for the listing of persons possessing the skills required for the performance of work by the Employers. The Employer may employ applicants directly at the job site.

Section (c). It shall be a condition of employment that the employees of any Employer covered by this Agreement who are members of the United Brotherhood in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement, or who are hired on or after its effective date, shall, on the 8th day following its effective date, or the 8th day following the beginning of employment (whichever is later) become and remain members in good standing.

Section (d). It is the intention of the parties that hiring procedures under this Agreement shall conform strictly to the requirements of State and Federal Law, and that this Agreement shall provide the maximum union security permitted by law.

**GRIEVANCE AND ARBITRATION
ARTICLE FOUR**

Section (a). During the term of this Agreement, any question relating to its interpretation or any dispute arising from any provisions shall be subject to the following grievance and arbitration procedure, it being understood that this clause shall not be used for the purpose of determining subjects relating to trade jurisdictions.

1. The Job Steward shall attempt to resolve the dispute on the job with a senior representative of the Employer.
2. In the event that the dispute is not resolved by Step (1), a Council Representative and a Representative of the Association/Contractor shall meet within 2 business days and attempt to settle the dispute.

3. Should Step (2) not resolve the issue in dispute within 5 business days, the two parties to the Agreement shall each appoint three members to form a Joint Committee to hear the dispute and a decision by a majority of the Joint Committee shall be final and binding on the parties.

4. In the event that the Joint Committee is unable to decide the dispute within 15 days business days, either party may request arbitration by submitting in writing, with a copy to the other party, a request to the American Arbitration Association for a panel of arbitrators, one of whom shall be selected by the Joint Committee. The decision of the Arbitrator shall be final and binding on all parties concerned. The expenses of the arbitrator shall be borne equally by the two parties to this Agreement.

Section (b). During the term of this Agreement, and during the period of hearing grievances and arbitration, neither party shall order or sanction any lockout, strike or other work stoppage or slowdown.

JURISDICTIONAL (DISPUTES-PROCEDURES) ARTICLE FIVE

Section (a). Jurisdictional Dispute by any Union(s) and which involves the Union, including any of its affiliated Local Unions (collectively "Northeast Carpenters") agree not to use or be bound by the Plan for the Settlement of Jurisdictional Disputes (the "Plan"), except when PLA's are the binding agreement for a particular project.

Section (b). All jurisdictional disputes which involve the Northeast Regional Council of Carpenters shall be settled through arbitration where the arbitrator shall be bound by and render his/her decision according to the criteria developed by the National Labor Relations Board through adjudication of the jurisdictional disputes under Section 10 (k) of the National Labor Relations Act, 29 U.S.C. 160 (k). The assignments of the Contractor(s) shall be followed and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the Arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The Parties agree to utilize the rules of the American Arbitration Association for selection of an arbitrator and conduct of the arbitration.

FOREMEN-GENERAL FOREMAN ARTICLE SIX

Section (a). All Foremen and General Foremen shall be journeymen members of the Union and shall be hired and discharged subject to the provisions of the Labor Management Relations Act of 1947, as amended.

Section (b). A Foreman shall not act in the dual capacity of a job superintendent.

Section (c). General Foreman must be designated by the Employer when there are three (3) or more foremen employed on the job.

Section (d). When five (5) carpenters and/or apprentices are employed, one shall be designated as a foreman. He/she shall be responsible for the laying out of work and to assign work to respective workers. The foreman shall be permitted to work with journeymen's tools at the discretion of the employer.

Section (e). For rate of pay and special conditions see addendum.

CONDITIONS OF EMPLOYMENT ARTICLE SEVEN

Section (a). Except as otherwise provided herein, a fifty percent (50%) ratio of carpenters must be journeymen whose employment with the Employer originated in the Council's geographic jurisdiction and this ratio shall be maintained throughout such job in the manner heretofore described. This shall apply to each job of each individual Contractor.

Section (b). All employees shall receive five (5) minutes before noon, and at the end of each day's work for the purpose of picking up their tools and securing them from loss through theft or damage resulting from job operations or weather conditions.

Section (c). The time honored custom of a "Coffee Break" shall be permitted during the morning working hours with the mutual understanding that this custom shall not be abused by the employee or employer. A coffee break shall be permitted in the late afternoon if the job is to work more than eight hours

Section (d). Every employer shall provide a weather tight building or room large enough to accommodate the employees covered by this Agreement, for use as a tool room and shelter. This room shall be provided with a table and benches for use during lunch time for their use. During the months from November 1 thru April 1 the shelter must be heated.

Section (e). A crib for employee's tool boxes shall be provided. The crib shall be fitted for a padlock to be furnished by the employees on the job. When tools and clothing are left in said crib or are in a locked shanty, the employer shall be responsible for the loss of said tools and clothing by fire or theft by forcible entry. The maximum dollar amount that any employee may claim for a loss under this provision shall not exceed Five Hundred (\$500.00) for Carpenters. A claim must be itemized, in writing, and sworn to before a Notary Public. Employees shall be responsible for their own negligence.

Section (f). The Employer agrees to furnish a supply of clean, pure and cool drinking water, either as running water or in a clean, covered container with spigot and a sufficient supply of disposable drinking cups.

Section (g). Toilet facilities shall be provided or made available in a sufficient number to accommodate all employees on the basis of at least one (1) unit for every thirty (30) persons or fraction thereof. Such facilities shall consist of water closets but chemical toilets shall be provided instead of water closets where water and sewer connections are not readily available. Toilet facilities shall be maintained in a sanitary condition and must comply with OSHA standards.

Section (h). All shop employees sent to work on the job site shall be governed by the conditions of this Agreement.

Section (i) All Lasers, when used on work within the trade jurisdiction of the U.B.C, shall be furnished by the employer and are considered a tool of the trade and operated by employees covered by this Agreement.

Section (j). No employee shall be allowed to furnish his/her own saw horses, benches, hand screws, straight edges, ladders, power or battery operated tools of any kind or description on any construction job.

Section (k). All special tools and/or equipment of any nature shall be furnished by the Employer.

Section (l). The Employer shall supply the necessary raingear and boots when conditions warrant their use. This raingear shall remain the property of the Employer and must be returned upon request or in the absence of a request at no later time than the employee's termination of employment. The employee shall be financially responsible for the equipment not returned; the amount not to exceed Twenty-five Dollars (\$25.00).

Section (m). The Employer shall see that a First Aid Kit is furnished for the job and that the same shall be kept completely supplied with necessary medical equipment.

Section (n). An employee injured at work, shall be paid full wages and wage supplements for the time spent receiving medical attention on the day of the injury. If a "Doctor" certifies that said employee is unable to return to work on the day of the injury, the employee shall be paid full wages and wage supplements for the day.

Section (o). The Employer will endeavor to provide proper parking facilities as near the job site as possible.

Section (p). All welding gear, welding torch, welder, burning equipment, gloves, sleeves, helmets, goggles, and any other type of welding instruments are to be supplied by the Employer.

Section (q). Instruments such as transit, level, theolite, laser when used as an instrument, piezometer when instrumented and fathometers when used on work within the trade jurisdiction of the U.B.C. shall be considered a tool of the trade.

Section (r). All layout equipment shall be supplied by the Employer.

Section (s). Workers employed in areas protected from the weather may be required to remain at work.

Section (t). The Employer agrees that any and all form work must be constructed by a member of the union. And furthermore agrees that any form work that can be done on the job site or adjacent to the job site, must be done there.

Section (u). Whenever concrete is being poured, and a carpenter is available, he shall be designated to watch the forms and make necessary adjustments during the pouring. Any additional carpenters that may be required shall be the decision of the employer.

Section (v). Labor and Management are committed to have a safe and productive working environment. To accomplish this goal a program will be developed by Labor & Management to have all carpenters complete an O.S.H.A. 30 Safety Course.

Section (w) Applicants for referrals through the Referral Hall shall be sent out in rotation provided they have the necessary skill and experience to fill the job. Carpenters who have been employed for substantial periods of time within the two (2) years prior to the date they seek employment through the Referral hall by any Contractor who is a party to this Agreement, or by any other Contractor where such Contractor was a party to any agreement with the Union, shall be presumed to meet the general requirements of skill and experience and shall be placed on the referral list.

Section (x) All other carpenters must pass a fair and comprehensive examination given by the Local Union Examining Committee before they shall be placed on the job referral list.

Section (y) Punch List Work: One (1) journeyman, who must be a COUNCIL member, one day (7 hours, regular working hours) after completion of work. There must be a two (2) day break in work, no punch list work permitted on weekends. Punch list work must be reported. Second man for one (1) day must be approved by the Council. Breach of this clause terminates this clause for that contractor for the remainder of the Agreement. The Contractor will report to Local Union the members working on punch list.

EQUAL EMPLOYMENT OPPORTUNITY ARTICLE EIGHT

The Employer and the Union shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, marital status, **sexual orientation or citizenship status with respect to any employment decisions** as required by Federal, State and Local Laws.

DISCHARGE NOTICE ARTICLE NINE

Employees shall upon discharge, receive one (1) hour notice with pay for the purpose of collecting his/her tools. It is understood that he/she shall remain on the job to the normal quitting time. If discharged at the end of the regular hours of work he/she shall receive one (1) hours pay at the straight time rates in lieu of notice. Upon discharge, he/she shall be paid in full.

Any employee who does not receive his/her wages in full upon discharge or before quitting time shall be paid waiting time at straight time rate, including benefits, for each hour of waiting until he/she is paid in full including the waiting time hours, not to exceed two (2) days' pay for waiting time.

HOLIDAYS ARTICLE TEN

Section (a). The following days shall be considered Legal Holidays.

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day

Section (b). No work shall be performed on the above mentioned legal holidays without the permission of the Union. All work performed on the above mentioned legal holidays shall be at double the straight time rates for the regular hours of the regular work day with straight time fringe benefits.

Section (c). Where a holiday falls on a Saturday, it shall be observed on Friday. Where a holiday falls on Sunday, it shall be observed on Monday.

Section (d). Holiday Pay, report in time, overtime and waiting time require payment of Fringe Benefits.

HOURS OF WORK - OVERTIME ARTICLE ELEVEN

Section (a). The standard hours of work and start times are between the hours of 6:00 a.m. & 9:00 a.m. and 2:30 p.m. & 5:30 p.m. Monday through Friday. The Contractor has the option of a seven (7) hour work day and thirty-five (35) hours a week or an eight (8) hour work day and forty (40) hour work week. The Union must be notified prior to the start of the project of the intended work week and this must remain for the duration of the project.

Section (b). The working week shall be five (5) days from Monday to Friday inclusive. Except as provided hereinafter, no work shall be performed on any other days or outside the hours specified, without permission of the Union.

Section (c). For all overtime worked beyond the hours of work set forth above, Monday thru Friday employees shall be paid at the rate of time and one-half the regular wage rate. Time and one-half the regular wage rate shall be paid for Saturdays. Double time wage rate shall be paid for all time worked on Sundays and Holidays. All hours worked will be at straight time fringes.

Section (d). The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten hours at straight time in accordance with the law. A 4-10's schedule may be instituted only upon the mutual consent between the Association and the Union. The 4-10's must run for a period of at least four days and must apply to the entire carpenter crew on the project. The Association and Union must mutually agree prior to project starting.

Section (e). When it is mandated by a Government Agency or requested by a General Contractor a flexible start time can be issued. It is understood that on all renovation, repair and alteration work that requires a single shift outside of the normal working hours herein specified, such time worked up to seven (7) or eight (8) hours where applicable shall be at the straight time rate plus fifteen (15) percent. Overtime on such work shall be at time and one-half the appropriate rate. It is understood and agreed that those employed on this type of work shall not have been employed on other construction during the regular working hours.

Section (f) 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, with the permission of the Union, schedule the Friday or Saturday of that calendar week during which work was prevented, as a make-up day at straight time, depending on a 4-day or 5-day scheduled work week. All hours worked in excess of the normal day worked shall be paid for at the rate of time and one-half (1 1/2). When a holiday falls on the make-up day, then the makeup rate shall be time and one-half (1 1/2) for the normal days worked performed. In order to utilize a Friday or Saturday as a make-up date, the employer must declare a regular work day "terminated" for one of the reasons listed above, no later than 10:00 am 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. If men are needed to work a make-up Friday or Saturday, other than those already working on the job, the employer shall hire 50% of its carpenters through referral from the Union, and it will use 50% of carpenters employed by it on other job sites. A make-up Friday or Saturday shall be a guaranteed a normal work day with a guarantee of a full day wages, with one-half (1/2) hour off to eat. Only employers in good standing, meaning those signatory contractors who are paid-up (wages and fringes), will be considered for a Saturday make-up day and permission will not unreasonably be withheld for a Saturday make-up.

RATES OF PAY - MODE OF PAYMENT ARTICLE TWELVE

Section (a). The parties agree that the wage rates, hours and other terms and conditions of work shall prevail during the term of this collective bargaining Agreement.

Section (b). Effective on the dates listed, the hourly rates for the listed craft classifications shall be as indicated. The Union reserves the right to distribute future wage increases into fringes.

Section (c). A statement shall be furnished with the payment of wages showing Employer's name - Employee's name - Total Earnings - Total Hours and Tax deductions itemized. A payroll check shall be drawn upon a local financial institution within the region, payable on demand at par; provided the Employer cashing such checks shall provide reasonable facilities for cashing such checks. All employees shall be paid weekly, not later than Friday. In the event that employees are not paid by quitting time on Friday, Contractor will pay up to 3 (days) wages and fringes at double time rate. Employee must remain on site during this period.

Section (d). The Union shall have the right to require the employer to post a "Surety Bond" of \$75,000 (seventy five thousand dollars) to guarantee the payment of wages and benefits to all employees covered by this agreement. This shall apply to non-association members only. If an Association member becomes delinquent the Union has the right to request that a bond be posted by the contractor.

REPORTING TIME - REPORT IN TIME ARTICLE THIRTEEN

Section (a). All employees reporting for work at the beginning of a shift who are not furnished with work for any reason excluding inclement weather shall receive two (2) hours pay for "Reporting Time." Should any employee commence work, he or she shall receive no less than two (2) hours pay. The employees shall remain on the job for the two (2) hours unless directed otherwise by the foreman. If weather or other conditions make it impractical to work, pay shall be based on the actual hours worked which includes "Reporting Time".

Section (b). Employees ordered to report for work on Saturday or Sunday or days listed under ARTICLE TEN (10) and who are prevented from working because of inclement weather or other reasons beyond the control of the employer, the employees shall be paid at the applicable overtime rate if no work is performed during the hours of "Reporting Time" as required under Sections (a) above.

Section (c). If work is performed during any part of the above mentioned "Reporting Time" hours, the applicable overtime rate shall be paid, time and one-half on Saturdays, double time Sundays and holidays.

Section (d). Reporting time, report in time, holiday pay and overtime, require payment of Fringe Benefits.

Section (e). Where, for the benefit of an Employer, an employee must cross a body of water in order to reach the job site (islands including man made) and there is no public transportation available to said site, then it shall be the responsibility of the Employer to provide adequate safety and comfort for the employee's transportation. Such transportation, whether public or private, shall be paid by the Employer (not ordinary bridge tolls) from the time of departure from mainland until time of return to mainland.

SHIFT WORK - PAY SCHEDULE ARTICLE FOURTEEN

Section (a).

- (1). First Shift
Regular hourly rate of pay, with a 30 minute lunch break.
- (2). Second Shift
Regular hourly rate plus 15% per hour. with a 30 minute lunch break.
- (3). Third Shift
Regular hourly rate plus 15% per hour. with a 30 minute lunch break.

Section (b). All shift work hours are paid at straight time benefits.

Section (c). All requests for shift work shall be approved by the Union before start of same.

Section (d). Any hours worked outside the normal shift shall be at time and one half the appropriate wage rate for each appropriate shift.

APPRENTICES ARTICLE FIFTEEN

Section (a). An Employer who employs one (1) journeyman may employ one (1) apprentice. For each additional three (3) journeymen the employer may employ one (1) additional apprentice or as State Law permits.

Section (b). The Employer agrees that it shall make appropriate contributions as set forth in its Collective Bargaining Agreement with the Union in the amount set forth in this agreement. It is recognized that these designations may be changed during the term of the contract. The Employer's remittance shall be in the form and manner as specified by the Northeast Regional Council of Carpenters. In the event of a change of designation during the term of this Agreement, written notice of such change will be given to each employer at least five (5) business days prior thereto.

Section (c). The employer agrees to be bound and shall comply with agreements, declarations of trust, plans or other relevant documents with respect to the Empire State Carpenters Apprenticeship Committee.

FRINGE BENEFITS ARTICLE SIXTEEN

Section (a). The Employer agrees that it shall make fringe benefit contributions to those fringe benefit funds designated by the Union, in the amounts set forth in this Agreement. It is recognized that these designations of the specific fringe benefit funds to receive contributions may be changed during the term of this Agreement. In each instance, the Employer shall be bound by and shall comply with the agreements, declarations of trust, plans and/or regulations of the fringe benefit funds, and the labor management cooperation committees, so designated. The Employer's remittance shall be in the form and manner as specified by the designated recipient of the contribution. In the event that a change of designation occurs during the term of this Agreement, written notice of such change will be given to each Employer at least thirty (30) days prior.

Payment will be made at the designated Fund Office by Electronic Fund Transfer, payable to the Empire State Carpenters Fringe Benefit Funds, or its legal successor. Such benefits and contributions to said Funds shall be made and paid by the employer purchasing benefits covering all such required contributions. The failure of the employer to comply with the requirement that weekly benefit purchases shall subject the employer to those remedies available with respect to nonpayment of wages. At the time of purchase of the benefits, the employer shall furnish the Fund Office with a statement providing such information as required on forms supplied by the Fund Office. The information shall include, but not be limited to, payroll or similar records which contain the names of the carpenters, the job project, the number of benefits purchased and the date of issuance. The failure by the employer to fully supply this information shall constitute a material breach of the Agreement subject to those remedies available under this Agreement. It is understood that the employer will treat Vacation Fund and Political Action Committee Fund contributions as well as work assessments as wages so that all payroll taxes will be deducted from the gross total wages paid to the carpenter and the full contribution, net of said payroll taxes, shall be remitted. The Welfare Fund does not provide New York State Disability benefits.

Section (b). Failure on the part of the Employer to make the required contributions, by the end of the following payroll week in which the hours are worked, shall make the Employer liable for all contributions due, all collection costs including auditing and attorney fees, 20% of total due each Fund as liquidated damages, plus interest. The Employer agrees to comply with the collections policy enacted by the governing body of the designated recipient.

Section (c). Any Employer who is or becomes delinquent shall be required to post a "Surety Bond" in the amount of \$75,000 (seventy-five thousand dollars) in such amounts as to secure all future payments to the wages and benefits. This shall apply to all Association and non-association members alike.

Section (d). Notwithstanding no strike provisions of this Agreement or the existence of the grievance and arbitration procedure, the Union shall have the right to remove Employees from the employ of an Employer who is thirty (30) days or

more delinquent in the payment of contributions to the Funds. The Union shall not be obligated to return Employees to work unless and until all delinquencies have been made as required.

Section (e). Where such action is necessary as a result of the delinquency of any Employer in the payment of wages or fringe benefits as set forth in this Agreement, such delinquent Employer shall be required to pay the Employees' wages and fringes for each day not to exceed three (3) days prior to returning to employment for such Employer.

Section (f). The Trustees of the Funds shall have the authority to audit the payroll of a contributing Employer to determine the accuracy of reports submitted to the respective Funds. In addition, the Trustees shall be authorized to audit the reports of a contributing Employer who may be more than twenty-one (21) day's delinquent in its reports. The cost of the audit are to be paid by the delinquent Employer.

Section (g). A seven (7) day notice to the delinquent Employer of the proposed audit shall be deemed sufficient notice. Such notice shall direct the Employers to have its books and records available to the auditor.

Section (h). The Union retains the exclusive right to allocate, or to reallocate, at any time, all wages and contributions to those Fringe Benefit Funds determined by the Executive Secretary-Treasurer.

Section (i). On request, each Employer and/or Union shall receive a copy of the Funds' annual reports.

Section (j). Weekly Contributions

Section (k). Throughout the life of this Agreement the Council will periodically provide the Association and/or Employers with rate sheets providing for the allocation of benefits to its Employees. The Employer is solely responsible for providing its Employees with the correct benefits. It is understood and agreed that the following provisions shall apply to each of the jointly administered Funds: Empire State Carpenters Health & Welfare Fund, Empire State Carpenters Pension Fund, Empire State Carpenters Apprenticeship Fund, Empire State Carpenters Annuity Fund and the Empire State Carpenters Labor –Management Cooperation Fund.

Section (l). The phrase "employees covered by this Agreement" shall be deemed to include full time employees of the Union. For the purpose of computing payments to each of the funds, overtime hours shall be figured at straight time rates.

Section (m). All Employers shall be responsible for payment of all amounts due the "Benefit Funds" of its Sub-Contractors after receipt by the Employer of notice from the Union that such Sub-Contractors have been delinquent in payment of Benefit Fund contributions for seven (7) days from the due date.

INDUSTRY ADVANCEMENT FUND ARTICLE SEVENTEEN

The Industry Advancement Fund for the Building Contractors Association has been established for the purposes of promoting industry advancement and related programs to improve conditions in the industry and enhance employment of employees within the jurisdiction of the Union.

All members of the ASSOCIATION who have designated the ASSOCIATION as their collective bargaining representative with respect to negotiations with the COUNCIL, and all independent Employers who authorize such payment and are signatories to the Collective Bargaining Agreement shall contribute to the ACC Industry Advancement Fund an amount equal to twenty-five (\$.25) cents per hour for all hours worked. Upon authorization, the contributions required hereunder shall be collected in the manner set forth in Article XVI of the Agreement. There shall be no commingling of these funds with those fringe benefit contributions and dues check-off, due and owing to the COUNCIL.

All monies received by the benefit funds for the Industry Advancement Fund shall be immediately remitted to the offices of the Industry Advancement Fund. The function of the Benefit Funds is merely to collect such monies from the employer.

The parties agree that this arrangement has been agreed to only as a matter of convenience in order to facilitate the transmittal of contributions to the Industry Advancement Fund. All costs for clerical, legal and administrative services are to be borne solely by the Industry Advancement Fund.

It is expressly understood that neither the COUNCIL nor its jointly administered Benefit Funds shall exercise any dominion or control over the collection or utilization of the monies paid to the Industry Advancement Fund. Neither the COUNCIL nor its jointly administered Benefit Funds shall be required to engage in any acts with respect to the collection of monies for the Industry Advancement Fund.

The Industry Advancement Fund shall hold harmless and defend the COUNCIL and its jointly administered Benefit Funds and their Trustees and representatives from any and all loss or damage including any legal fees incurred for the defense of any claim or lawsuit occasioned as a result of administering the collection of the Industry Advancement Fund.

The Fund shall not be used for the purpose of financing legal action against the Union, lobbying in support of anti-labor legislation and it shall be operated in accordance with applicable law.

DUES CHECK OFF ARTICLE EIGHTEEN

CheckOff. The Employer will check off and remit to the Union, work dues for all employees who have executed (signed by the employee) and furnished to the Employer a payroll deduction authorization form. The Union will supply the payroll deduction authorization forms to the employees. The Employer will deduct the amount of 4 % from the total hourly package (wage plus benefits) of all employees who sign a duly authorized and signed payroll deduction authorization form. The Employer will remit said deductions to the designated Fund Office.

Indemnification. The Union will indemnify and hold the Employer harmless against any and all claims, demands, or other forms of liability which may arise out of, or by reason of any action taken, or not taken, by the Employer at the request of the Union, in accordance with the provisions of this Article.

Deductions. Deductions shall be made only for those employees who have voluntarily submitted the Employer with written authorization. The written authorization will be delivered to the Employer before any payroll deductions are made. Any authorizations for checkoff of Union work dues that are incomplete or in error, will be returned to the Union by the Employer.

The Working Dues CheckOff remittance shall be made weekly in which the hours were worked. The remittance shall be forwarded to the designated Fund Office.

INSURANCE ARTICLE NINETEEN

Section (a). The employer shall furnish and post proof of Workers' Compensation, Disability Benefits Insurance, and meet all other requirements as prescribed by Federal and State laws.

Section (b). The Union and the Association/Employer agree to consider implementation of a Workers' Compensation ADR Program.

Section (c). Prior to commencing any work, the contractor shall carry all required Worker's Compensation Insurance covering all carpenters with an insurance carrier licensed or authorized to do business in the State of New York. The contractor shall, at his own expense, cover carpenters under the Disability Benefits Law of the State of New York effective immediately upon the commencement of work. The contractor shall make all Social Security payments and all New York

State Unemployment Insurance payments for all carpenters. The contractor shall carry any and all protective insurance, and shall make any and all social benefits payments covering the carpenters which he is required to carry or to make under any federal, state, municipal or local law, rule or ordinance. Upon signing an Agreement with the Union or the Association or upon request by the Union the contractor must provide proof with a copy of Workers' Compensation Coverage form C105.2, Disability Coverage form DB120, NYS Unemployment Insurance and Federal Withholding Tax Numbers or an equivalent accepted by the union.

**STEWARD
ARTICLE TWENTY**

Section (a).

1. The General Contractor, as an employer, recognizes the right of the Union to appoint one of its members to act as steward on the General Contractor's payroll immediately upon the commencement of any carpentry activity on the job by the General Contractor or any subcontractors which are covered under this agreement. When the General Contractor does not employ any carpenters on the site, the General Contractor recognizes the right of the Union to appoint one of its members as Steward on a sub-contractor's payroll immediately upon the commencement of any activity on the job.

2. The Union shall appoint a working steward. The Union shall advise the employer, or his/her representative, of the designation. The steward shall be employed whenever any work covered by this Agreement is being done on the job on which he/she is the steward, provided he is qualified to do such work. He/she shall be included among the journeymen who may be required to work overtime.

Section (b). The steward shall be allowed a reasonable length of time to perform his/her duties, will not engage in disputes with other trades, but will notify Council Representative of any issues.

Section (c). The General Contractor shall assist the Union in obtaining work for the steward with a subcontractor when the General Contractor has no employees employed on the job.

Section (d). The steward shall not be laid off, transferred or discharged without prior mutual agreement of both parties.

Section (e). The steward if unjustly laid off, a grievance will be filed and the steward will be made whole for all time lost if the layoff was unjust.

Section (g). When the employer is dissatisfied with the conduct of the steward, he/she shall notify the Union of his/her dissatisfaction and it shall be the duty of the Union to take corrective action.

Section (h). The steward shall be notified when any hiring, firing or lay-off is contemplated.

**MOBILITY
ARTICLE TWENTY-ONE**

Section (a). The first person on the job shall be the Steward assigned by the Union. The second man on the job shall be the employer's Foreman, provided the Foreman's employment with the Employer originated in the Council's geographic jurisdiction, (or otherwise he would be matched, but not by a Steward). If the Contractor is a member of an Association, the first person on the job shall be the employer's Foreman, provided the Foreman's employment with the Employer originated in the Council's geographic jurisdiction, (or otherwise he would be matched, but not by a Steward). The second man on the job shall be the Steward assigned by the Union.

Section (b). The employer shall have the right to assign the balance of the workforce from among its existing employees so long as the journeymen's employment with the Employer originated in the Council's geographic jurisdiction. If the

Employer assigns a journeyman whose employment with the Employer did not originate in the Council's geographic jurisdiction, the Union will have the right to match as per current Agreement (50/50).

Section (c). If it is determined by the Union that the employer has violated the provisions of this Agreement (for example, not reporting jobs, failure to pay proper pay and benefits), and the Union has informed the Association in writing of the violation that has occurred the employer shall have access to the grievance procedure within Article Four (4) of this agreement to contest any alleged violation.

Section (d). The Steward shall have the right to check all employees' paychecks, on a weekly basis, to verify proper pay and vouchers.

Section (e). Projects of 2 Journeymen or less

1. This provision is not granted as a start for larger projects but limited to projects which are believed to be completed with only two carpenters. Examples of such projects are those that are within constricted space where it may be impractical to operate with more than two men or working within occupied areas where more than two men would be disruptive to operations or when scheduling only permits small sections of space to be available at any given time.
2. Contractor must fill out the proper paperwork necessary to get approval of this ability by Council and Association prior to start of project.
3. Contractor must be paid up to date with benefits on all projects within Council.
4. Steward Reports must be submitted weekly from one of the Journeymen Carpenters on site who is a Local member of jurisdiction selected by the Council.
5. Benefits must be purchased weekly for project.
6. Only Journeymen Carpenters are to be on project.
7. Journeymen Carpenters must be from Council.
8. If job conditions change to the extent that a third man or more are required then a Steward will be assigned by the Council and continue on the project as the second man until the completion of the project. This man will not be removed and replaced with your own assigned second man to act as the Steward.
9. Any default of these rules, the contractor may lose this ability for the entire length of the agreement. Both carpenters (Foreman and Journeyman) must be from the Northeast Regional Council.
10. All requests for this provision must be made through the association office.

SAFETY REQUIREMENTS ARTICLE TWENTY-TWO

The Employer shall comply with provisions of OSHA and Industrial Code Rule 23, issued by the State of New York, Department of Labor, regarding the safety and protection of persons employed in construction and demolition work and other applicable New York State Department of Labor Safety Requirements. Violations of accepted or mandated safety procedures shall be cause for immediate discharge. Use of alcohol or narcotics during the regular workday shall be cause for immediate dismissal.

DRUG AND ALCOHOL POLICY ARTICLE TWENTY-THREE

Section (a). Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of Labor and Management and the employees.

Section (b). Consistent with these goals, the Employer prohibits the use, manufacture, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of Labor and Management.

Section (c).

1. If the owner or Employer requires a blood test or urinalysis for drug and alcohol testing, such tests shall be performed on company time and paid by the Employer. The Employer has the right to terminate the employment of any Employee testing positive.

2. The Employee has the right to have a second test taken on his own time and at his own expense within 24 hours of receiving the results of the first test. If the second test proves negative, the Employer will reinstate the Employee or require a third test.

3. If a third test is required it shall be taken on the Employees time within 24 hours of receiving the results of the second test. The Employer shall pay the expense of such testing. If the last two tests prove negative, the Employee shall be reinstated.

TOXIC AND HAZARDOUS MATERIALS ARTICLE TWENTY-FOUR

Section (a).

1. Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material, or required to work near asbestos or any toxic or hazardous material shall wear all protective equipment mandated by New York State or Federal Regulations, or required by the Employer as a safety precaution. Protective equipment subject to this provision shall include but is not limited to asbestos suits, face masks and special breathing equipment.

2. Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment as explained in Section (a) Paragraph (1) shall receive two (2) hours pay extra per day, plus applicable benefits.

Section (b). The Employer shall provide all required hazardous material protective equipment.

Section (c). When showers, x-rays or change to asbestos suits are required, provisions shall be made for the appropriate facilities. All showers, x-rays and changes to asbestos suits, when required, shall be performed during working hours or paid at the applicable overtime rate.

ALTERNATIVE CONSTRUCTION MANAGER LANGUAGE ARTICLE TWENTY-FIVE

Whenever any signatory contractor performs work as a construction manager or solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, with respect to all jobsite work, including, but not limited to, assuring that all work covered by this Agreement is performed by contractors that are parties to a collective bargaining agreement with the Union, provided, however, this provision shall not apply to 1) any affiliated development company or entity that does not manage and/or coordinate the construction contracts or construction work and that does not participate in the selection of subcontractors or 2) any signatory contractor acting as a construction manager overseeing a public works project, where a bid awarded to a non-signatory contractor as the lowest responsible bidder is outside of the control of the construction manager and is otherwise required by law. The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or construction work or the selection of subcontractors and/or whether work has been awarded to the lowest responsible bidder on a public works project.

SUB-CONTRACTING ARTICLE TWENTY-SIX

Section (a). This Agreement shall bind the parties hereto and any and all Subcontractors employed by the Contractor and any contract entered into with any Subcontractor shall contain a stipulation binding said Subcontractor to the conditions and covenants of this Agreement. The Contractor shall be responsible for any claims against any of its Subcontractors relating to wages and contributions due to the Welfare, Pension, Vacation, Annuity, Labor-Management Cooperation and the Apprentice Training Committee Trust Funds or other Fringe Benefit Funds enumerated herein. Every Employer party to this Agreement shall notify the Council of the awarding of any contract on which carpenter works is to be performed, whether by the Contractor or its Subcontractor. Said notice shall include location of the job and the name and address of the Contractor or Subcontractor involved. To the extent permitted by law, failure to comply with this section shall be a breach of the Agreement and shall authorize the Union to remove its members from any job on which said Contractor or Subcontractor is working until said notice is complied with. Said notice shall be within thirty (30) days of contract award and in any event no less than seventy-two (72) hours before the start of work.

Section (b). The Contractor bound to this Agreement agrees not to accept bids from or sublet any work too any General Contractor, Construction Manager, Project Manager, Builder, Site Manager, Broker or other entities unless the said entity has a signed Agreement with the Union or provides at least the wages, benefits and working conditions set forth in this Agreement for the jurisdiction covering the construction site location of the work. This paragraph can be waived by the Union, which consent shall not be denied so long as the Contractor, etc., has not demonstrated in the past, a failure to adhere to a Carpenters CBA, including but not limited to, failure to pay applicable wages and fringe benefit contributions, or otherwise by actions such as failure to adhere to applicable area standards. For purpose of this Agreement, the Contractor, etc., must agree that it is a construction employer within the meaning of the NLRA.

Section (c). A Contractor acting in the capacity of a Construction Manager agrees that it or any of its Subcontractors will not contract or subcontract carpentry work to be done at the site of construction, alteration or repair of the building, or structure, except to a person, firm or corporation party to a current labor agreement with the Union.

Section (d). A Contractor acting in the capacity of a General Contractor, Construction Manager, Prime Contractor, Builder or Owner shall furnish the names of all carpenter Subcontractors to the Union in whose geographic jurisdiction the job is located, on forms supplied by the Union before Subcontractors start work, when requested by the Union.

Section (e). It is agreed that the word "Contractor" or "Employer", as used herein, means not only a Contractor or Employer which is signatory hereto, but also means and shall include any other firm (whether a corporation, partnership, joint venture, limited liability company, or other business entity) engaged in the construction and/or carpentry industry in which an officer, a partner, principal stockholder, member or sole proprietor of the signatory contractor or employer hereto is also an officer, a principal (defined as having 10% interest or more) stockholder, partner or single proprietor of such other firm where the intent or effect or consequence of such association undermines terms and obligations of the signatory Contractor to this Agreement. Management consultants, construction managers, developers, and owners/builders having construction site responsibility will also be considered as "Contractors" or "Employers" for the purpose of this Article and this Agreement. Further, any person or entity performing any of the following services will be considered an Employer: The solicitation of bids from Subcontractors; the consideration of proposals submitted by Subcontractors; the coordination of work performed by Subcontractors; and the supervision of the construction project.

Section (f). The General Contractor shall be responsible for collecting the pay for the carpenter Job Steward, if any work is performed by the Subcontractor who performs work without reporting same to the Union before starting the job.

Section (g). If, as a result of violations of this Article, the Council and/or the Trustees of the Funds shall have discretion to institute a court action to enforce any right hereunder, the loser shall pay all costs of such action, including attorney's fees.

LABOR MANAGEMENT CONTRACT SECURITY ARTICLE TWENTY-SEVEN

Beginning June 1, 1994, if and when the Employer shall perform any work of the type covered by this Agreement within the Northeast Regional Council of Carpenters' jurisdiction area, under its own name or any other name, including a joint venture, wherein the Employer has ownership, the terms and conditions of this Agreement shall be applicable to all such work.

**MANAGEMENT RIGHTS
ARTICLE TWENTY-EIGHT**

Except where specifically limited by this agreement, the direction of employees, the determination of employee competency, the right to hire, transfer, promote, discharge, lay-off for lack of work and the scheduling of work are rights vested in the employer.

In the event that the Union grants more favorable terms and conditions than those specified in this agreement to any employer or employers, unless approved by the Executive Director of the association and the Union, then this agreement may be modified, at the option of employer, to incorporate such other more favorable terms and conditions.

Union shall retain an affirmative duty to notify employer, or employer's representative, of the existence of any different collective bargaining agreements, unless so approved, than the one entered into by the Union herein, within seven days of signing said agreement.

**SAVINGS CLAUSE
ARTICLE TWENTY-NINE**

It is mutually agreed that if the adoption of any State or Federal Legislation or Regulation, or a decree of a Court of Competent jurisdiction, conflicts with or is contrary to or has a direct bearing upon any of the provisions of this Agreement, negotiations will be opened to make the necessary adjustments in this Agreement, but negotiations will be confined to changes in existing laws and regulations. It is further mutually agreed that if any changes in New York State Labor Law 220 or Federal Davis Bacon Prevailing Laws are adopted, which would cause a signatory employer to be less competitive than a non-signatory employer, a wage and fringe reopener can be requested. Both the Association and Union must agree that the union contractor is less competitive because of the above changes. Should any provision of this Agreement be declared invalid, such declaration shall not invalidate the remaining portions of this Agreement.

**TRADE AUTONOMY
ARTICLE THIRTY**

The Trade Autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, hollow metal or fiber or of the products composed in part of wood, hollow metal or fiber, the laying of all cork and composition; all other resilient floor covering, all shingles, the erecting and dismantling of machinery and the manufacturing of all wood materials, all drywall construction, all acoustical ceilings, soundproofing, fireproofing and welded wire sandwich panels; the burning, welding, rigging and the use of any and all instruments and tools for layout work, incidental to the trade.

DRYWALL: "All work in connection with the delivery, installation, erection and/or application of all material and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connections, including, but not limited to, the following items: all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, doors and windows including frames, casing molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems bracing board, finish board, fireproofing of beams and columns, chases, including but not limited to the spraying of insulation, fireproofing, sound, thermal and rigid 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."

"All work in connection with the installation and erection of all gypsum wallboard to receive a veneer coat, plaster or lath or to receive traditional plaster if such materials are to be secured to nailable or screwable metal studs."

Acoustical Ceiling Systems - Five (5) general types:

1. Direct hung suspension system.
2. Attached concealed system without backing board.
3. Furring bar attached system.
4. Furring bar suspension
5. Indirect hung suspension system.

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

All work in connection with metal trim, interviewers, door knockers and mechanical chimes, construction and securing of all boxes, wood and/or metal floor and wall penetrations in reinforced concrete construction; prefabricated tile panels, fiberglass sandwich panel (wire styrofoam) composition and/or any other wood substitute materials; wood and metal store fronts, building entrances, elevator entrances, etc.; fabricate and install precast and prestressed concrete members used in all types of building construction; fabricate and install partitions, dividers and sliding doors, constructed of wood, metal, plastic, composition and/or substitute materials; fabricate and install all kalamein work and hollow metal work.

The term "CARPENTER" and the term "JOINER" are synonymous and, in either case, shall mean one who prefabs or constructs forms for footings or foundations of houses or building structures of all descriptions, whether made of wood, metal, plastic or any other type of material; the erecting of structural parts of a house, building, or structure made of wood or any substitute such as plastic or composition materials, who puts together roof, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings or any structure and dismantling of all forms. The fabrication, erecting and dismantling of all false work, 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/or setting of all templates, including anchor bolts and/or leveling of these bolts, is included.

All framing in connection with the setting of metal columns, the setting of all forms, centers and bulkheads; the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one (1) member. The making and setting of all forms used in concrete work. The hanging of all joists in relation to concrete form work.

The installation of all framework partitions and trim materials for toilets and bathrooms, made of wood, metal or plastics or composition materials; fastening on of all wooden, plastic or composition cleats to iron work or on other material; the erecting and installation of stran steel or similar material; cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers; setting and hanging of all sash, doors, inside and outside blinds, windows and other frames, erection or application of all shingles, siding, wallboard or sheets composed of wood pulp, plastic, plaster

transite or composition materials or any combination of any of the above with any other material including combined or faced with metal regardless of the manner attached.

Cutting and applying of all furring; making and fastening of wood brackets for metal ceilings and side walls, erection of all wood furring for cornices and putting on all grounds for plaster or cement finish. The building and construction of all derricks; the making of mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings. The building, erection and dismantling of scaffolding and staging. All free standing scaffolds shall be in accordance with the decision of Record and Scaffolds rendered April 28, 1920. The setting of curb forms on properties other than highways shall be manned in accordance with the letter agreement of July 27, 1964.

Fitting installation and fastening of stops, beads and molding in doors and windows; framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood. The hanging, setting and installation of wood, metal, plastic or any other wood substitute materials; all types of doors, sash, jambs, bucks, casing, moldings, chair rails, mantels, base or mop boards, wainscoting furniture, china closets, kitchen cabinets, wardrobes and installation of bowling alleys.

The manufacturing and erecting of cooling towers and tanks. The installation of wood, plastic or metal awnings, door shelters, marquees and jalousies. The laying and finishing of all floors including wood, cork, asphalt, linoleum, vinyl, rubber or any other type of resilient floor or wall covering. The installation of rugs, carpets, draperies, drapery hardware, curtains and curtain hardware. The application of acoustic tile, whether glued or nailed, and acoustical suspended ceiling in its entirety.

Building and erecting stairs, store, office, bank and other fixtures, shelving and racks whether of wood or other material; making and fitting screens; putting on weather strips and caulking. The installation of laboratory equipment including cabinets and work benches, bookcases and cabinets, either separately or used in conjunction with heating and/or air conditioning units, blackboards, bulletin boards, meterboards and boards of all types.

The installation of insulation material of all types, whether blown, nailed or attached in other ways to walls, ceilings and floors of new or existing buildings shall be work of the carpenter. The handling of lumber, fixtures, trim and other materials erected by carpenters. The erection of porcelain enameled panels and metal siding. . The handing and installation of all wardrobe closets and lockers. The assembling and setting of all seats and bleachers and components thereof in theaters, halls, churches, schools, banks, stadiums and open air structures, facilities and other buildings; installing wood, metal and plastic cornerbeads; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings, building and repairing coal pockets, breakers washer, tipples, setting of forms for sidewalks, sidewalk lights, curbs and gutters and all welding and burning incidental to carpentry. The installation of all bathroom blocking and accessories. All tagging, rigging and signaling incidental to the trade.

The parties agree that the work jurisdiction covered by this Agreement, includes, but is not limited to, the following: heavy highways and bridge work; commercial and industrial construction work; home building and housing construction work; the handling, milling, fashioning, joining, assembling, erecting and/or dismantling of materials of wood, metal, plastic fiber or any substitute material or materials; the laying of all cork or compo flooring, rubber tile, plastic tile, cork tile and all linoleum; the application of all asphalt shingles, roll roofing and all standing seam roofing systems; the erection and the dismantling of machinery; the erection of modular homes; the manufacture of all wood and substitute material where the

skill, knowledge and training of a carpenter are required, either by the operation of machinery or the hand tools; the unloading or handling of all materials; the erection, fitting, plumbing, leveling, aligning and setting of precast concrete pieces; the manufacture and/or production of all concrete pieces made by precasting, postressing or by prestressing; the erection, fitting plumbing, leveling, aligning and/or setting of all metal studding; the unloading, handling and installation of store fixtures; the unloading, handling and placing of all refrigerated cases and/or boxes.

This claim and underlying jurisdiction therefor extend over the following division and subdivision of trade:

Carpenters, hod-hoist carpenters, joiners, millwrights, cabinet makers, bench hands, stair builders, millmen, wood and resilient floor layers, finishers, carpet layers, shinglers, siders, insulators, acoustic and drywall applicators, casket and coffin makers, railroad carpenters, furniture workers, shipwrights, boat builders, reed and rattan workers, ship carpenters, joiners and caulkers, box makers, dock and wharf carpenters, car builders, underpinners and timbermen, pile drivers, shorers and house movers, loggers, lumber and sawmill workers, and all those engaged in the running of woodworking machinery or engaged as helpers to any of the above divisions or subdivisions.

WORK IN OTHER AREAS ARTICLE THIRTY-ONE

The Employer agrees that if it performs any work covered under any Collective Bargaining Agreement of the Northeast Regional Council of Carpenters, the Employer shall be bound to the terms and conditions of this Agreement applicable to the construction site location where said work is being performed as if it were signatory to the applicable Agreement.

CONTRACTS ARTICLE THIRTY-TWO

Section (a). No Employer who is a party to this Agreement may make a contract with a member or members of the Union covering labor only, nor may any member of the Union take such a contract.

Section (b). No Employer shall sublet, lease, piece or lump out carpentry labor or any part thereof nor shall any employee represented by the Union work for any Employer who takes labor contracts or pieces or lumps his work.

DURATION OF AGREEMENT ARTICLE THIRTY-THREE

Agreement shall become effective on July 1, 2011 and shall remain in effect until May 31, 2016, with wages that were agreed upon and wage openers for 4th and 5th years, and shall continue thereafter from year to year unless either party notifies the other party in writing not more than ninety (90) days nor less than sixty (60) days prior to May 31, 2016 or not more than ninety (90) days or less than sixty (60) days prior to any anniversary date thereafter that either party desires to modify this Agreement.

IN WITNESS THEREOF, the parties to this Agreement have caused these present to be signed and duly executed on the day and year so noted below.

Employers who sign independently recognize a single multi-employer collective bargaining unit through Associations. In such case, each employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of the Association. A withdrawal of such bargaining authority given to the Association by any independent signatory shall only be effective if in writing and received by the Association and the Council not more than ninety (90) days or less than sixty (60) days of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

The parties hereby waive any right they may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification, or amendment to this Agreement, or during the negotiation thereof.

BUILDING CONTRACTORS ASSOCIATION OF NY, INC.

Executive Director

Date

NORTHEAST REGIONAL COUNCIL OF CARPENTERS

Secretary Treasurer *Date*

Executive

Regional Manager
Date

ADDENDUM

**BUILDING CONTRACTORS ASSOCIATION OF NY, INC.
451 Park Avenue South, New York, NY 10016**

**THE ASSOCIATION OF WALL, CEILING AND CARPENTRY INDUSTRIES OF NEW YORK, INC.
125 Jericho Turnpike, suite 301, Jericho, NY 11753**

1. Drywall Finishing is a separate addendum which can be requested if a contractor wishes to utilize drywall finishers associated with the Northeast Regional Council of Carpenters.
2. A Market Recovery agreement shall be an addendum to this agreement and available upon request.
3. A Residential agreement shall be an addendum to this agreement and available upon request.

EXHIBIT B

HOWELL

Certified Mail-Return Receipt Required: 70131090000230567376
also mailed Regular Mail and FedEx Priority

March 24, 2016

Northeast Regional Council of Carpenters
91 Fieldcrest Avenue
Raritan Plaza II, Suite A18
Edison, NJ 08837

Attention: John Ballantyne, President
RE: Agreement between BCA and The Northeast Regional Council of Carpenters

Gentlemen:

In accordance with the above referenced agreement E.W. Howell Co., LLC hereby serves notice of its termination of said agreement effective upon its expiration on May 31, 2016.

Should you have any questions, please contact the undersigned.

Very truly yours,

E.W. HOWELL CO., LLC



Howard L. Rowland
President

c: L. Dommin

Northeast Regional Council of Carpenters via Certified Mail RRR # 70131090000230567383
270 Motor Parkway
Hauppauge, NY 11788

EXHIBIT C

TRADE AGREEMENT
BETWEEN THE
GENERAL BUILDING LABORERS' LOCAL UNION NO. 66
AND THE
BUILDING CONTRACTORS ASSOCIATION, INC.

Effective on and after July 1, 2005
to June 30, 2010

MOA ATTACHED

10/1/2017 —

6/30/19

2005-2010

2005 – 2010

BUILDING CONTRACTORS ASSOCIATION, INC.
AND
GENERAL BUILDING LABORERS LOCAL UNION NO. 66
TRADE AGREEMENT

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AGREEMENT

This Collective Bargaining Agreement (hereinafter "Agreement") is entered into by and between the undersigned BUILDING CONTRACTORS ASSOCIATION, INC. (hereinafter referred to as the "Association") on behalf of its constituent employers (hereinafter "Employer(s)") and the GENERAL BUILDING LABORERS' LOCAL UNION NO. 66, of the Laborers International Union of North America (hereinafter referred to as the "Union").

ARTICLE I

Section 1.

The Union claims and has shown proof, and the Association and all Employers acknowledge and agree, that a majority of employees for each and every Employer have authorized the Union to represent them in collective bargaining. The Association and all Employers hereby recognize the Union as the exclusive bargaining representative under Section 9(a) of the National Labor Relations Act for all employees who perform work covered by this Agreement on all present and future job sites. The term "Building Laborer" as used in this Agreement includes all employees who perform work as described in Article IV of this Agreement.

Section 2.

This Agreement is effective on all jobs in the entire counties of Nassau and Suffolk, State of New York, within their established boundaries.

ARTICLE II

Section 1.

No Employer shall enter into a contract or subcontract with any other person, firm, partnership, corporation or joint venture employing Building Laborers to perform bargaining unit work as defined in Article IV (hereinafter "bargaining unit work") on the same job site, unless such other person, firm, partnership, corporation or joint venture is bound by an Agreement with the Union.

Section 2.

The Employer must not subcontract "on site" bargaining unit work as defined in Article IV unless the employer receiving the subcontract has an Agreement with the Union. In the event a subcontractor is delinquent in the payment of fringe benefit contributions, the Fringe Benefit Funds set forth in Article VI of this Agreement shall give written notice thereof to the Employer, who shall then be required to withhold any sums due to the subcontractor. The subcontractor by this Agreement authorizes the

withholding of these sums, and in addition authorizes the Employer to pay such delinquencies directly to the Fringe Benefit Funds set forth in Article VI of this Agreement (hereinafter "Funds") to the extent that such withheld sums satisfy the obligations to the Funds. The Employer shall contact the Funds to ascertain whether the subcontractor has contributed all required monies to the Funds before the Employer makes final payment to the subcontractor.

Section 3.

The Employer agrees that it will not subcontract any work covered by this Agreement in order to circumvent the payment of wages and fringe benefits and the working conditions provided for in this Agreement.

Section 4.

If an Employer covered by this Agreement, or any of its owners or principals that have a controlling interest in the Employer, forms or acquires by purchase, merger or otherwise, a controlling interest, whether by ownership, stock, equitable or managerial, in another company performing bargaining unit work within this jurisdiction, this Agreement shall cover such other operation and such other bargaining unit employees shall be considered an accretion to the bargaining unit.

Section 5.

If an Employer covered by this Agreement, or any of its owners or principals that have a controlling interest in the Employer, forms or acquires by purchase, merger or otherwise, a controlling interest, whether by ownership, stock, equitable or managerial, in another company performing bargaining unit work within this jurisdiction, this Agreement shall cover such other operation and the Employer and such other company shall be jointly and severally liable for each other's obligations under this Agreement.

ARTICLE III

Section 1.

(a) It shall be a condition of employment that all employees of the Employer who perform work covered by Article IV of this Agreement shall become or remain members in good standing of the Union or shall pay uniform initiation and agency fees on or after the eighth day following the date of execution of this Agreement, or after the eighth day following the beginning of covered employment. The Union agrees that all employees will be accepted to membership on its roster of eligible laborers on the same terms and conditions generally applicable to other members or laborers on its roster of eligible laborers and, further, that the Employer will not be requested to discharge an employee for reasons other than such employee's failure to tender the periodic dues or fees uniformly required.

(b) The Union shall have the right to collect a reasonable fee for inclusion on the roster of eligible laborers from all persons who are not members in good standing of the Union or are not tendering uniform initiation and agency fees uniformly required. Such fee shall be collected to cover the reasonable cost of maintaining the roster of eligible laborers. At the earliest date permitted by law, a person who has paid a fee to be included on the roster of eligible laborers and is referred to an Employer shall tender to the Union upon acceptance for employment by the Employer the uniform initiation and agency fees uniformly required.

(c) The Employer agrees to discharge, on seven days' written notice, signed by the Secretary-Treasurer of the Union, any employee who has failed to tender uniform initiation and agency fees uniformly required, provided that the notice is also provided to the employee and the employee does not pay the required initiation and agency fees within seven days of the date of the notice. The Union shall indemnify and hold the Employer harmless for any financial liability arising from the Employer's compliance with such notice.

Section 2.

(a) The Employer shall, on 24 hours written notice, advise the Union of all jobs on which it will employ Building Laborers, giving all of the pertinent data to the Union with respect to the type of work to be performed. The first Building Laborer on any job site shall be selected by the Employer. The second Building Laborer on a job site shall be a Shop Steward appointed by the Union with jurisdiction over the job site. Commencing with the third Building Laborer on a job site, 50% of Building Laborers shall be furnished and referred by the Union to the Employer from the roster of eligible laborers, in compliance with the procedures established by the Union for the operation of the Hiring Hall. The rosters of eligible laborers maintained by the Union shall be based upon one or more of the following elements: length of unemployment; seniority; ability; residence; work as a Building Laborer in the building and construction trades; prior work for the requesting Employer; and availability. It is understood that the Employer shall hire whomsoever he or it sees fit, and that the Employer shall at all times be the sole judge as to the work to be performed and whether such work performed by the Building Laborers is or is not satisfactory. All Building Laborers hired by the Employer shall be listed on the roster of eligible laborers. It is further understood that the Employer shall not discharge or reject a Shop Steward appointed by one of the Unions without written consent from the Union.

(b) The Employer shall have the absolute right to reject any job applicant referred by the Union, with the exception of the Shop Steward, who can only be rejected pursuant to the procedure set forth in Subsection 2 (a) of this Article III. In the event of such rejection, the Union will refer another applicant to the Employer.

(c) In the event that any applicable statute is enacted or any decision rendered by a court or administrative agency having jurisdiction thereof, which statute or decision permits union security or hiring provisions more favorable to the Union

than those contained herein, then the parties hereto shall meet and amend this Agreement so as to give the Union the maximum benefits permitted by such statute or decision.

Section 3.

(a) The Employer and the Union agree there will be no discrimination against any employee or applicant for employment, with respect to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation, affectional preference, veteran status, concerted activity or union membership in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment except as provided by law.

(b) There shall be a Mandatory Apprenticeship Program pursuant to which all Building Laborers on any job shall either be credited as journeymen by the Joint Apprentice Training Committee (JATC), or designated and enrolled as Apprentices in the JATC administered program. The Employer hereby agrees to abide by all rules and regulation, and amendments thereto, of the Union and the JATC concerning the implementation and maintenance of the Mandatory Apprenticeship Program and the employment of apprentices. The fifth Building Laborer on a site, and each fifth Building Laborer on the site thereafter (i.e., fifth, tenth, fifteenth and so on), or such other ratio required by the JATC, shall be apprentices, so long as they are capable of performing the work required.

Section 4.

If the Employer is serving as a paymaster on a job site, the following provisions shall supersede any lesser provisions of this Agreement:

(a) The first Building Laborer on that job site shall be a Shop Steward referred by the Union, the second Building Laborer on the job shall be a Foreman, and commencing with the third Building Laborer on the job site, 50% of Building Laborers shall be furnished and referred by the Union to the Employer from the roster of eligible laborers. All Building Laborers hired by the Employer shall be listed on the roster of eligible laborers, as described in Article III, Section 2(a). Further, the Shop Steward shall be provided the first opportunity to work any overtime that is available.

(b) A Building Laborer shall be employed on the job site to tend the trades when work of any kind is being performed.

(c) The Employer acknowledges and agrees that it and the company for which it is serving as a paymaster are joint employers and one another's agents for all work performed at the site. The companies in the paymaster relationship shall be jointly and severally liable for all violations of this Agreement committed by either, whether

acting independently or in concert, including but not limited to any action taken by either in violation of the provisions of this Agreement prohibiting the subcontract of on site work to entities not bound to a collective bargaining agreement with the Union.

(d) The Union reserves the right to exercise all lawful means to obtain recognition and/or a signed collective bargaining agreement from any employer at a job site that is not bound to an Agreement with the Union.

ARTICLE IV

Building Laborers exclusively shall perform the following work, unless otherwise specified herein, and shall continue to do all work which they have performed in the past.

Section 1.

(a) The unloading from trucks or railroad cars at the job site and stacking, piling, wheeling, carrying, handling and distribution of all dry and mixed materials used in all types of concrete and cement work, cinder or gravel fill, under concrete slabs, and all lathing and reinforcing and form materials.

(b) Wheel or carry of materials in or about the job (construction, reconstruction, remodeling or alteration) or assist in the preparation of masonry materials to be used by mechanics, whether such preparation is by hand or by other process, or supply, convey, stock pile, clean, load or unload material which has not otherwise been awarded to other trades, whether by hand or any other mechanical device.

(c) The transportation of materials for, and the pouring of concrete slabs or bases used for terrazzo floors, tile or other finish shall be the work of Building Laborers.

(d) Wetting, curing, sealing, hardening, cleaning and scraping of any kind of concrete, including but not limited to the use of automatic floor cleaning machines, power washers or power floor scrapers, shall be done by Building Laborers. Additionally, assisting in scarifying ("beading") of floors by any mechanical or manual method, as well as the operation of tampering machines, shall be done by Building Laborers.

(e) Spreading, leveling and tamping of concrete and cement finish after deposit in form or slab and handling of vibrators, building and removing of runways used in the wheeling or carrying of the above materials. The operation of concrete mixers (without loading devices), the operation of tampering machines, the lagging, sheeting and bracing of all caissons, pier holes, etc. for concrete work and laying all drain tiles around footings or foundations and the covering of same with gravel, the

cutting of openings in or tearing down of concrete work, and the operation of mechanical tampers.

(f) The stripping of forms and the transportation of forms to the point of installation shall be done by Building Laborers under the supervision of the Carpenter, the handling, carrying and cleaning of forms and form lumber and the pulling of nails shall be done by the Building Laborers.

(g) Opening and closing of a construction site for the purpose of providing access to the job site or work areas for deliveries of material, equipment and machines. This work shall include, but not be limited to the opening and closing of all windows, fences, gates, chains, temporary doors, barricades, barriers or other devices used to control general access. This subparagraph (g) shall not require the employment of a Building Laborer on a job site in which no work of Building Laborers described in this Article IV is to be performed that day, other than the lone acts of opening or closing the site.

(h) Assist the Project Engineers at the inception of the job to perform the routine marking of locations for the placement of temporary facilities and signs.

(i) Hanging centers for the use of Bricklayers, where hollow tile or brick arches are used, and pour rough concrete on Republic or Kahn Arches.

(j) Work hand pumps for all work covered by this Agreement when the Employer elects to do the pumping by hand.

(k) All foul weather protection to permit the continuance of work for Building Laborers or other employees on the job site, to include the removal of water, ice and snow, when necessary on the job.

(l) The cleaning and maintaining of all sidewalks, bridges, and public access areas.

(m) Installation and maintenance of fire preventive equipment, including fire extinguishers on the job site.

(n) The unloading from the trucks or railroad cars at the job site and the stacking, piling, wheeling, carrying, handling and distribution of all materials used by Bricklayers, Stone Masons, and Metallic Lathers. The building and removal of runways used in the wheeling and carrying of the above materials. The operation of mortar mixers. Temporary sheeting of floors and scaffolds and removal of same. The cutting of openings in and the tearing down of masonry when the area exceeds twenty-four square feet, as well as cutting and core drilling in masonry or concrete, wherever situated.

(o) The Building Laborer shall unload from trucks or railroad cars at the job site all Carpenters' material, including but not limited to styrofoam, sound proofing materials, insulation materials, sheetrock, unfinished lumber, door bucks, ceiling tile, floor tile, forms and any material used in form work, including but not limited to wood and metal, and shall handle, stack, pile and distribute such material to a central position at the point of installation where it shall be deposited in piles and stacks.

(p) All work involving the erection, maintaining, and dismantling of all scaffolding used by Building Laborers, or built for other trades, including the unloading and removal of all scaffolding material on and off the job.

(q) Tending Bricklayers and allied crafts in the installation of all natural and man-made products made of stone, clay, ash or man-made products.

(r) The Building Laborers shall collect, remove, and load on trucks all materials, debris, and rubbish from Concrete, Bricklayers, Stone Masons, Carpenters (and from demolition or other work stipulated in this Article) and shall collect and remove debris and rubbish from other building trades in the employ of parties to this Agreement.

(s) (i) The maintenance and tending of salamanders of oil, gas, solid fuel or any other heating equipment used in place of salamanders exclusive of the permanent heating plant for temporary heat on jobs shall be maintained and tended by Building Laborers under the following conditions: at least one Building Laborer must be employed at all times when a heating device of any nature, including natural gas, is being used on any project under construction. When salamanders or heaters are in operation, one Building Laborer may not tend more than twenty-five if they are fired by a fuel other than solid fuel with the sole exception that one Building Laborer may be assigned to maintain and tend up to thirty heaters if fired with propane gas and then only if all such heaters are placed in one building. If tanks are moved or replaced it shall be done on the day shift. When salamanders or heaters fired by solid fuel are in operation, one Building Laborer may not tend more than fifteen. When tending salamanders fired by solid fuel on night shifts there shall not be less than two Building Laborers employed for that purpose. If salamanders are moved while burning, two Building Laborers must be used to move each of them and all heating equipment shall be moved during the day shift only. When any heater is fired by natural gas there must be a minimum of one Building Laborer maintaining and tending such heaters on each shift. When a magnatherm heater is used there shall be a minimum of one Building Laborers on each shift. Whenever a blower is used in the basement or on any one floor, a Building Laborer may be assigned to up to ten blowers. Whenever blowers are used on more than one floor, at least two Building Laborers must be assigned to the blowers and each Building Laborer may be assigned to up to ten blowers. Fuel must be near site of blowers. Whenever oil heaters are used one Laborer may tend up to twenty-five. If the oil heaters have to be moved or replaced it shall be done on the day shift.

(ii) If multiple shifts are required on temporary heat, each shift may work eight hours exclusive of lunch period and be paid at regular single time rate except that time and one-half shall be paid for work performed on Saturdays, Sundays and Holidays. No Building Laborer shall work more than one eight hour shift in any twenty-four hour period, except that where no Building Laborers are available to tend salamanders or as set forth above, Building Laborers already on the job may be assigned to tend such salamanders or as set forth above, in which event they shall receive premium pay at time and one-half for overtime, Saturday, Sunday and Holiday work. On residential work where the cost of the house does not exceed \$30,000.00, the night watchman, if any, may attend to the salamanders not in excess of five.

(iii) When temporary heat is maintained in lieu of mechanical heating devices that are a permanent part of the structure all Building Laborers attending salamanders or other temporary heating devices outside of regular working hours shall be paid at straight time for any and all shifts except from Friday midnight to Sunday midnight or on Holidays, when they shall be paid at one and one-half times the regular rate. However, no Building Laborer shall work more than one eight hour shift in any twenty-four hour period except that where no Building Laborers are available to tend salamanders or other heating devices, Building Laborers already on the job may be assigned to tend such salamanders or other heating devices, in which event they shall receive premium pay at time and one-half for Saturday, Sunday or Holiday work for overtime work.

The preceding notwithstanding, when an Employer uses natural gas-fueled salamanders to provide temporary heat on a construction site, it shall employ General Building Laborers at the close of their daytime shift (whether 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m.) for a minimum of two hours on buildings 20 stories or less in height and for a minimum of three hours on buildings more than 20 stories in height to check the condition of the salamanders used to provide temporary heat. The General Building Laborers so employed will be responsible for insuring that there are not flammable materials in the vicinity of the salamander, that the device is working properly, that the windows in the room in which the salamander is placed are closed, that the door of the room is closed. At its sole discretion, the Company may use more than one General Building Laborer to perform the above-described tasks.

(t) If any party to this Agreement does temporary sheeting of floors or runways or scaffolds for the use of any trade or helps any trade in handling and erecting of fences and all other protection work on the job site and the applications, maintenance and removal of all protective materials (including but not limited to grease, paper, tape, plastic, cardboard, and cables, etc.) used to protect finished surfaces of elevator, door bucks, window frames, doors, building perimeters etc. during construction (except the protective materials applied prior to delivery to the job site), Building Laborers shall be used exclusively to perform said work. It is agreed, however, that the debris resulting from the removal of protective materials shall remain the work of the Building Laborers.

(u) All cleaning and removal of debris, rubbish and refuse of any type and kind for all trades on all jobs.

(v) Unloading of materials to fence in a job site or the cleaning and sweeping of sidewalks or their maintenance, or the erection and maintenance of safety equipment, barricades and flags, barrels, poles and caution tape used for traffic control, from the inception of the job to its completion.

(w) All protection against dust and debris, including but not limited to, covering of all floors, tile, marble, terrazzo, carpeting, plywood, masonite, homesote, and concrete through the use of tarps, plastic and/or netting of any kind, whether hung, taped, draped or tied.

(x) Tending Plasterers on construction jobs of every nature and description in the Counties of Nassau and Suffolk.

(y) Building Laborers shall also continue to do all the work which they have performed in the past.

Section 2.

The Building Laborers shall do all demolition work, except that if materials such as doors and door jambs, sash and frames, trim, etc. is to be used for construction on the same project, this material shall be removed by the Carpenter.

(a) Alteration work, including but not limited to the removal of partitions, ceilings, walls, all floor coverings, fixtures, and ducts, any of which are not to be re-used, and the removal of walls which have been erected by Bricklayers or Plasterers and all floors.

(b) The tearing down of work and removal of all debris on all alteration or remodeling projects.

Section 3.

The Employer shall exclusively employ Building Laborers to perform the following work:

Complete demolition (wrecking), dismantling, remodeling or alterations of entire buildings or structures, in whole or in part, of any size, type (reinforced concrete, structural steel, wall bearing, wood), or purpose (commercial, non-commercial, residential, industrial, institutional, transportation), or the complete demolition (wrecking) of any portion of all buildings or structures. This work shall include, but not be limited to, the following:

(a) all manual work involving the tearing down, breaking away, disposal of, and/or removal from, the job site of any and all building materials, whether debris or salvaged materials, used in the construction of all buildings or structures (concrete, terra cotta, brick, mortar, plaster, structural and ornamental lumber, roofing materials of any type, natural or manufactured stone, ornamental iron, lath, reinforcing rods, floors and flooring materials), and structural components (wood, steel or beams of any material);

(b) the complete removal of one or more stories from a building or structure when said building or structure is to be shortened in height; the gutting of the interior of a building or structure by the removal of a partition and/or flooring; the demolition of any wall or walls of any building or structure, regardless of whether and/or where the walls are to be rebuilt; the removal of partitions and arches, or parts thereof, from one or more floors in any building, or structure, which is being renovated or remodeled; the removal of brick or concrete walls or walls to be rebuilt in their original position; and the removal of concrete walls which are to be rebuilt in a different position for the purpose of shortening the length or width of a building when said brick or concrete walls are to be rebuilt; all general clean up work;

(c) the breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap, all hooking and signaling when materials for salvage or scrap are removed by crane or derrick; all loading and unloading of materials carried away from the sight of wrecking; all cleaning, storing, stockpiling or handling of materials; all tearing down of work, removal of all debris, clean-up, burning, back-filling and landscaping of the site of the wrecked structure;

(d) the use of any and all tools and/or equipment necessary to perform this work including, without limitation, shovels, picks, bars, hammers, sledge hammers, chisels, electrically and pneumatically operated hand tools (jack hammers, all saws and cutting tools, including reciprocating and Skill saws, chipping guns, drills, spaders, etc.);

(e) the use of all manually operated equipment used to raise, lower, or hoist any and all equipment, tools or materials used to perform this work or to remove any and all debris or salvaged materials; all cutting of any metal material, salvage or debris on the job site, whether by manual, mechanical, or the use of acetylene and oxygen burning equipment;

(f) any and all hazard protection work used to protect Building Laborer employees, equipment, tools and materials and other employees on the job site, and/or the public from any damage or injury, or threat thereof, resulting from the performance of any of the work in this paragraph.

Section 4.

(a) Where the use of machinery is not practical Building Laborers shall do all digging and backfilling of earth by the use of hand tools on all types of work recognized as part of this Agreement.

(b) All cleaning, scraping and washing of floors and windows and the cleaning of doors and door bucks, etc., as well as all other general clean up work, on all jobs under construction shall be done by Building Laborers.

(c) Cleaning and removal of all combinations of masonry rubbish in remodeling or alteration work.

(d) Handling of all precast, reinforced, prestressed planks, channels, beam tees, column wall material or equipment, panels, assemblies, including the handling of all precast modules as well as other work required by the Laborers' International Union when performed by signatories to this Agreement.

(e) Tending and assisting the erection, construction or installation of precast or prefabricated masonry panels.

(f) Unloading, handling and assisting in the setting of precast sills and coping where mechanical equipment is not used.

(g) The Building Laborers shall collect, remove, and load on trucks all materials, debris, dust and rubbish from Concrete, Bricklayers, Stone Masons and Carpenters (and from demolition or other work stipulated in this Article), and shall collect and remove debris, dust, and rubbish from other building trades in the employ of parties to their Agreement.

(h) Wherever there is a concrete batcher on a job site all work in connection with the operation of the batcher shall be assigned to Building Laborers.

Section 5.

Except as provided by New York State Law, the Employer shall employ a qualified Building Laborer on each job to issue all safety equipment and maintain, clean, set up, transport and certify said equipment, under the supervision of a qualified person, to all trades that require such equipment. Such work includes the filling and maintenance of all fire extinguishers.

Section 6.

The Employer shall exclusively employ Building Laborers to perform the following work:

The removal, abatement, encapsulation or decontamination of asbestos, lead and other toxic and hazardous waste or materials which shall include but not

necessarily be limited to: the erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, decontamination units and negative air machines, etc.; the operation and servicing of all tools and equipment normally used in the removal or abatement of such waste or materials, including without limitation, negative air machines; the labeling, bagging, cartoning, crating, packaging and movement of such waste or materials for disposal; the clean up of the work site and all other work incidental to the removal, abatement, encapsulation or decontamination of such waste or materials.

Section 7.

Jurisdiction of work as stipulated in this Article of the Agreement shall apply on the construction, reconstruction, remodeling, alteration or demolition of the types of construction hereinafter defined:

(a) Single or multiple building projects and all sidewalks, ramps, retaining walls or any other construction which is a part of, or connected with a building project; except sewer, water, gas lines or road work outside the property line.

(b) All buildings, gasoline stations, police booths, toll houses or any other structure used as a habitation, work or storage house, or any parking structure.

(c) The tending of Bricklayers, Masons and Stone Masons on the construction of overpasses and underpasses.

(d) All building, passenger or freight stations, signal towers or any other work as defined in Section 7(b) of this Article.

(i) Sewage Disposal Plants. All buildings as defined in Section 7(b) or any enclosed structure.

(ii) Underground Buildings. All work as defined in Section 7(a) or any structure designated for habitation, manufacturing or storage of materials.

Section 8.

If any other work is awarded or assigned to the Union by agreement, award or act of the Laborers' International Union of North America or the AFL-CIO, the Association and the Union will meet to negotiate over including such work within the jurisdiction of this Agreement.

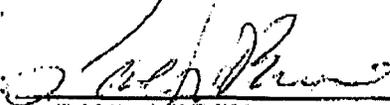
ARTICLE V

bargaining agreement between the Union and independent contractors (referred to hereinafter as the "Independent Agreement") then in effect, which shall supersede any conflicting or lesser provisions. Copies of the Independent Agreement have been furnished to the BCA, and shall be furnished by the Union to the Employer signatory to this Agreement upon request.

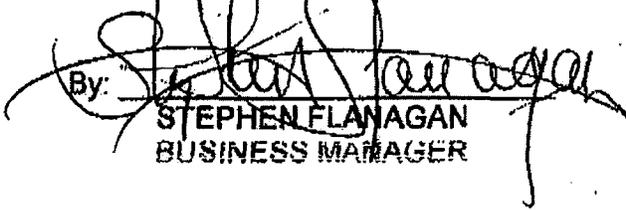
Signed by both parties hereto as of the 1st day of July, 2005 at New York, New York.

**BUILDING CONTACTORS
ASSOCIATION, INC.
451 Park Avenue South
New York, New York 10016**

**GENERAL BUILDING LABORERS'
LOCAL UNION NO. 66
1600 Walt Whitman Road
Melville, New York 11747**

By: 

**PAUL O'BRIEN
MANAGING DIRECTOR**

By: 

**STEPHEN FLANAGAN
BUSINESS MANAGER**

**Memorandum of Understanding Regarding
2013-2017 Collective Bargaining Agreement
Between General Building Laborers' Local Union No. 66 and
the Building Contractors' Association**

It is hereby agreed upon by and between General Building Laborers' Local Union No. 66 (the "Union"), and the Building Contractors Association ("BCA") that the July 1, 2014 through June 30, 2017 collective bargaining agreement between them shall be extended through September 30, 2017.

Agreed to by and between:

For the Building Contractors Association:

By: [Signature] Dated 6-27-17

Print Name: John O'Hare
Managing Director

For General Building Laborers' Local Union No. 66:

By: [Signature] Dated: 6/27/17
Stephen Flanagan, Business Manager

Memorandum of Agreement Between General Building Laborers' Local No. 66
And the Building Contractors' Association, Inc.

The Building Contractors' Association ("BCA") and the General Building Laborers' Local 66 ("Local 66" or the "Union") agree as follows:

1. Agreement: BCA and Local 66 agree to execute a two (2) year collective bargaining agreement ("Agreement") which shall be effective as of October 1, 2017 and shall expire at midnight on June 30, 2019.
2. Terms: The terms of the Agreement shall be the same as the terms of the agreement between the parties that expired on September 30, 2017, except for the necessary modifications in dates and except as specifically specified below.
3. Paymastering: Revise Article III, Section 4:
 - a. *The following provisions shall supersede any inconsistent provisions of this Agreement, irrespective of the identity of the entity for which the Employer is serving as a paymaster (the "Paymaster Client")*;

The Employer acknowledge and agrees that it and the Paymaster Client are joint employers and one another's agents for all work performed at the site. The companies in the paymaster relationship shall be jointly and severally liable for all violations of this Agreement committed by either, whether acting independently or in concert, including but not limited to any action taken by either in violation of the provisions of this Agreement prohibiting the subcontract of on-site work to entities not bound to a collective bargaining agreement with the Union.

- b. *And the following provisions shall supersede any inconsistent provisions of the Agreement depending on the identity of the Paymaster Client:*
 - i. *If the Paymaster Client is a member in good standing of the BCA, the regular staffing requirements of Article III, Section 4 shall not be superseded.*
 - ii. *If the Paymaster Client has a collective bargaining agreement with the Union other than the BCA-Local 66 Agreement, the staffing provisions of the standard collective bargaining agreement then in effect between the*

Union and the Independent Employers (the "Independent Agreement") shall apply.

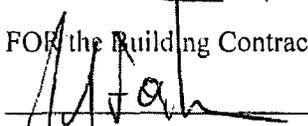
- iii. *If the Paymaster Client does not maintain a collective bargaining agreement with the Union:*
- 1. The Employer warrants that it along with the entity for which it is serving as a paymaster (collectively the " Companies") are and shall remain the general contractors on the site for the duration of the job, and are responsible for, and shall, without limitation, assure that all on site work within the scope of Article Four of the Agreement is performed by Local 66 signatory contractors under the terms and conditions of the Agreement, including but not limited to the requirements of this Article Three, Section 4.*
 - 2. The first Building Laborer on that job site shall be a Shop Steward designated by the Union, the second Building Laborer on the job shall be a Foreman referred by the Employer, and commencing with the third Building Laborer all building laborers shall be dispatched from the Local 66 Hiring Hall.*
 - 3. A Shop Steward shall be employed to tend the trades when work any of any other kind is being performed at the site.*
 - 4. The Employer acknowledges and agrees that the Companies are and shall be joint employers an one another's agents for all work performed at the site for the complete duration of the job. The Companies shall be jointly and severally liable for all violations of this Agreement and/ or applicable law committed by either, whether acting independently or in concert. In addition to any other responsibilities it may have, the Employer shall serve as a guarantor that the CBA and the terms and conditions of employment set forth herein are followed and complied with for the duration of the entity for which it is serving as a paymaster's presence on the job, to the full extent as if the entity for which it is serving as paymaster's presence on the job, to the full extent as if the entity for which it is serving as paymaster were bound in full to the Agreement, which guarantee shall apply and be binding irrespective of any change in relationship between the Companies, such as termination of the Employer's status as paymaster prior to the completion of the job.*

5. *The Union reserves the right to exercise all lawful means to obtain recognition and/or a signed collective bargaining agreement from any employer at a job site that is not bound to an Agreement with the Union.*

6. *In the event the Employer retains, contracts with, or otherwise enters into an arrangement with any entity to administer or control any part of that work, compensation, or other matters constituting or affecting the terms and conditions of employment of Building Laborers, such entity must agree to be bound to this Agreement and the Employer and such entity shall be jointly and severally responsible for the full and correct application of this Agreement to Building Laborers. In the event the other entity is serving as a paymaster, the provisions of Article Three, Section 4 above shall likewise apply.*

7. *The presence of the Employer on the job site shall not in any way impair the Union's right to exercise all lawful means to obtain recognition and/or a signed collective bargaining agreement from the Paymaster Client, including but not limited to, establishing a lawful picket line at the sites, in which event, labor shall be withheld.*

4. Compensation: There shall be the following adjustments in the total wage and benefit package: an increase of \$1.40 per hour commencing on July 1, 2017; there shall be no increase for the second year of the Agreement for the period July 1, 2018 through June 30, 2019;
5. Facsimile: For the purposes of execution of this Memorandum of Agreement facsimile signatures shall be treated as originals.

Dated: this 1st Day of Oct 2017
 FOR the Building Contractors' Association

 John O'Hare
 Managing Director BCA

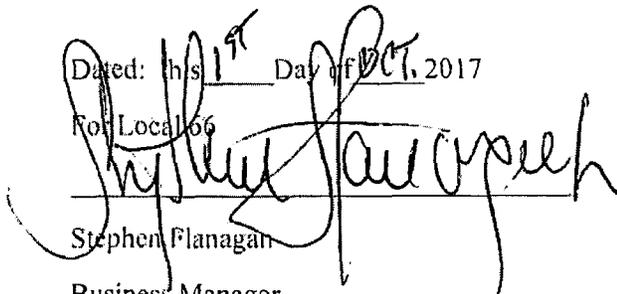
Dated: this 1st Day of Oct, 2017
 For Local 66

 Stephen Flanagan
 Business Manager

EXHIBIT D

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE	
Case No. 29-RC-177927	Date Filed 6/9/16

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlrb.gov, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

2a. Name of Employer
Howell General Contracting

2b. Address(es) of Establishment(s) Involved (Street and number, city, State, ZIP code)
245 Newtown Road, Suite 600, Plainview, NY 10018

3a. Employer Representative - Name and Title
Howard Rowland

3b. Address (if same as 2b - state same)
same

3c. Tel. No.
516-921-7100

3d. Cell No.

3e. Fax No.
516-921-0119

3f. E-Mail Address
info@ewhowell.com

4a. Type of Establishment (Factory, mine, wholesaler, etc.)
Contractor

4b. Principal product or service
Building & Construction

5a. City and State where unit is located:
Plainview, New York

5b. Description of Unit Involved
Included: All full-time, regular part-time journeymen and apprentice carpenters and millwrights employed by the Employer in the State of New York, including at its Plainview, New York facility.
Excluded: all other employees, confidential employees, and supervisors as defined by the act.

6a. No. of Employees in Unit:
20

6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? Yes No

Check One: 7a. Request for recognition as Bargaining Representative was made on (Date) _____ and Employer declined recognition on or about _____ (Date) (If no reply received, so state).
 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8a. Name of Recognized or Certified Bargaining Agent (if none, so state).
Northeast Regional Council of Carpenters

8b. Address
91 Fieldcrest Avenue, Edison, NJ 08837

8c. Tel. No.
732-379-6104

8d. Cell No.

8e. Fax No.
732-379-6111

8f. E-Mail Address
bbanfield@northeastcarpenters.org

8g. Affiliation, if any
United Brotherhood of Carpenters and Joiners of America

8h. Date of Recognition or Certification
4/1/1996 and 12/13/2000

8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)
May 30, 2016

9. Is there now a strike or picketing at the Employer's establishment(s) involved? **no** If so, approximately how many employees are participating? _____
(Name of labor organization) _____ has picketed the Employer since (Month, Day, Year) _____.

10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (If none, so state)

10a. Name	10b. Address	10c. Tel. No.	10d. Cell No.
		10e. Fax No.	10f. E-Mail Address

11. Election Details: If the NLRB conducts an election in this matter, state your position with respect to any such election.

11a. Election Type: Manual Mail Mixed Manual/Mail

11b. Election Date(s):
June 10, 2016

11c. Election Time(s):
6 am to 8 am

11d. Election Location(s):
Employer facility, Plainview, NY

12a. Full Name of Petitioner (Including local name and number)
Northeast Regional Council of Carpenters

12b. Address (street and number, city, state, and ZIP code)
91 Fieldcrest Avenue, Edison, NJ 08837

12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state)
United Brotherhood of Carpenters and Joiners of America

12d. Tel. No.
732-379-6104

12e. Cell No.

12f. Fax No.
732-379-6111

12g. E-Mail Address
bbanfield@northeastcarpenters.org

13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.

13a. Name and Title
Raymond G. Heineman, Attorney

13b. Address (street and number, city, state, and ZIP code)
Metro Corporate Campus 1 99 Wood Avenue South, Suite 307 Iselin, New Jersey 08830

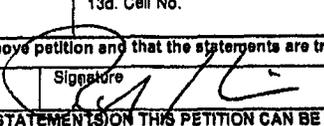
13c. Tel. No.
732-491-2104

13d. Cell No.

13e. Fax No.
732-491-2120

13f. E-Mail Address
Rheineman@krollfirm.com

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name (Print) Raymond G. Heineman	Signature 	Title Attorney	Date May 26, 2016
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WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.