



**EMPIRE STATE
REGIONAL COUNCIL OF CARPENTERS**

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DEPARTMENT A
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JOHN J. FUCHS
EXECUTIVE SECRETARY / TREASURER
BUSINESS MANAGER



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7/04 - 4/07

TO ALL CONTRACTORS:

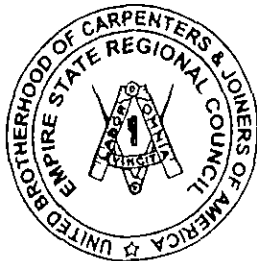
The following are the new hourly wage and fringe benefit rate schedules, effective **JULY 1, 2006** for our **Long Island jurisdiction:**

Journeyman Carpenter:	\$ 34.27
Carpenter Foreman:	36.77
Carpenter General Foreman:	38.27
1 st Year Apprentice (40%):	13.70
2 nd Year Apprentice (55%):	18.84
3 rd Year Apprentice (65%):	22.27
4 th Year Apprentice (75%):	25.70

	Fringe Benefits for Journeyman	Fringe Benefits for 1 st , 2 nd , 3 rd and 4 th Year Apprentice
Welfare:	\$ 9.64	\$6.75
Pension:	6.15	3.80
Annuity:	6.00	2.00
Vacation:	4.11*	1.40*
Apprentice:	.30	.15
Supplemental:	.04	--
Working Assessment:	1.89*	.80*
Industry Advancement:	.20	--
Labor Management:	.06	--
UBC Nat'l Apprentice: & Training Fund:	.02	--
UBC Nat'l Health & Safety Fund:	.02	--
UBC Marketing Fund:	.02	--
Health Reimbursement Acct.:	.25	.25
	\$28.70 per hour	\$15.15 per hour

***The Vacation and Working Assessment Contributions are Taxable.**

Overtime Wages Monday through Saturday are paid at Time and One-Half with Fringe Benefits at Straight Time. Sunday and Holiday Overtime Wages are paid at Double Time with Fringe Benefits at Straight Time.



AGREEMENT

ON BEHALF OF ITS LOCAL UNION 7

THIS AGREEMENT effective as of the first day of July, 2004, between the Diamond Storefronts, Inc. party of the first part, hereinafter referred to as "Contractor(s)" or "Employer(s)" and the EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, party of the second part, hereinafter referred to as "Council" or "Union" and/or its successors.

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) paid by the parties hereto, each to the other, receipt whereof is hereby acknowledged, it is agreed as follows:

The Council and all individual employers who sign or agree to be bound by this Agreement agree to establish and recognize a single multi-employer collective bargaining unit through an Association to be designated as _____ (hereinafter 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 joins the Association.

This Agreement shall be binding on those members of the Association who are or who may become members during the duration of the Agreement.

Association members 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 agrees that if it performs any service or work described in the Trade Agreements of the New York City District Council of Carpenters, or otherwise in the State of New York, which work is subject to the jurisdiction of the Empire State Regional Council of Carpenters, within the geographical jurisdiction of the aforementioned District/Regional Council, it shall be bound by all the terms and conditions of the Trade Agreements applicable to the location where said service or work is being performed for the period of time that said service or work is being performed in said location in the same manner as if it were a direct signatory to the applicable Trade Agreement.

This Agreement is binding upon each individual employer regardless of whether or not he or it changes the name or style or address of his or its business. Each individual employer shall give notice in writing to the Union of any intent to change the name, style or address of his or her business, or to perform business under more than one name or style or more than one address, prior to the adoption of new or different names, styles or addresses, or the addition of new names or styles or addresses, as specified herein. Failure to provide such information shall constitute a material breach of the Agreement and the Union shall have the right to exercise all those lawful means to remedy any such violation.

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

ARTICLE I

Territorial Jurisdiction

The Territorial Jurisdiction shall be all of Suffolk County and all of Nassau County except that part south of the Southern State Parkway and west of Seaford Creek. The Contractor recognizes the Council as the sole collective bargaining agent for carpenters employed in the aforesaid jurisdiction with respect to hours, wages and conditions of employment.

ARTICLE II

Referral

A) The Contractor agrees to require membership in good standing in the Union as a condition of continued employment of all employees covered by this Agreement on the 8th day following the beginning of such employment or the effective day of this Agreement, whichever is later.

B) Except as otherwise provided herein, fifty percent (50%) of the carpenters employed on the job within the geographical jurisdiction of this Council shall be referred through and supplied by the Referral Hall and maintained by the Council under the following terms and conditions. This shall apply to each individual contractor, and each job location of such individual contractor. The carpenter once hired cannot be dismissed except for just cause.

1. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements.

2. The Contractor retains the right to reject any job applicant referred by the Referral Hall but in the event of such rejection, the Contractor shall notify the Referral Hall setting forth the reasons for such rejection and the Referral Hall shall then refer a new job applicant to the Contractor. This process shall be repeated until the Contractor retains a job applicant for employment.

3. No carpenter shall work on more than one (1) job in any one 24-hour period without written permission from the Business Manager or his designee.

4. 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 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.

5. 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. In the event that such carpenter fails to pass such examination, he shall have the right to appeal by serving upon the Union written notice within ten (10) days following the sending of notice of failure to pass such examination to him. In the event of an appeal, the Union and the appropriate Association shall each designate one person, and the two so designated shall be deemed an

examination pertaining to the job qualifications for carpenters.

6. Except as otherwise provided herein, a fifty percent (50%) ratio of carpenters referred and supplied through the Union Referral Hall as set forth above shall be maintained throughout such job in the manner heretofore described. This shall apply to each job of each individual Contractor. On all jobs having five (5) or more men, at least one (1) of said five (5) shall be a carpenter fifty-five (55) years or over supplied by the Referral Hall; this to apply to each succeeding five (5) carpenters on the job.

7. The Council's Referral Procedures, and any Amendments thereto, are incorporated as part of this Agreement.

8. It is the responsibility of the employer to insure the safety and health of employees referred to it pursuant to Federal, State and Local Law or regulation, or otherwise, and that nothing in this Agreement shall make the Council or any Local Union liable to any employees or to any persons in the event an injury occurs. The Employer agrees that neither the Council nor any Local Union will be held responsible for the acts or failure to act of those carpenters that it refers to a job site.

9. Mobility.

- a) As of July 1, 1997, and for the remainder of the Agreement, the first person on the job shall be the Shop Steward, assigned by the Empire State Regional Council of Carpenters. The second man on the job shall be the Employer's foreman who must be a member of the Empire State Regional Council of Carpenters (or otherwise he would be matched but not by the steward). The Employer shall have the right to assign the balance of the workforce so long as the journeymen are from an Empire State Regional Council of Carpenters Local Union. If the Employer assigns a journeyman from outside the Empire State Regional Council of Carpenters, the Council will have the right to match as per current agreement (50/50).
- b) These conditions refer to projects starting after October 1, 1996. Projects started prior to this period will remain at current ratio of Employer to Union men, but the wage and benefit packages will be the new rate.
- c) If it is determined that the Employer has violated the provisions of this Agreement (for example, not reporting jobs, failure to pay proper pay and stamps), the Council has the immediate right to terminate the mobility clause and revert back to the referral procedures documented in Article II (B), with respect to all of Employers jobs current and future.
- d) The Shop Steward shall have the right to check all employee's paychecks, on a weekly basis, to verify proper pay and stamps.

ARTICLE III

Foreman

All jobs with three (3) or more carpenters shall require a carpenter foreman at foreman pay rate. A General Foreman shall be required on any job where there are three (3) or more carpenter foremen employed by an individual Employer. One of aforesaid three (3) may be designated as General Foreman. All instructions to carpenters shall be given by carpenter foreman. A medical examination shall not be a pre-employment requisite, except where Federal and State laws require an examination.

ARTICLE IV

Job Steward

The Council shall be represented on each job or shop within its jurisdiction by a Job Steward who shall be a member in good standing of said Council. The Job Steward shall be appointed, or as appropriate, he may be dismissed as the Job Steward by the Council's Business Manager or his designee. Contractors or foremen cannot act as Job Stewards. The Job Steward is to blow the whistle to start and stop work and to decide when weather is unfit to work in. Job Stewards must be employed when carpenter work is being performed and cannot be removed from the job without permission of the Business Manager or his designee unless proven incompetent to the Business Manager's or his designee's satisfaction. The Job Steward is to be allowed reasonable time for his duties. The Job Steward shall remain on the job when concrete is being poured. The Job Steward shall be the first man on the job and the last man on the job.

ARTICLE V

Hiring

All hiring which is done on the job must be done between the hours of 8:00 a.m. and 10:00 a.m. Carpenters, not employed on the job, will not be permitted to stay on the job without specific permission of the Business Representative. The Business Representative or authorized Representative of the Council shall have access to the work site at all times during working hours.

ARTICLE VI

Wages

Commencing on the first day of July, 2004 and for the period of this Agreement, unless changed in the manner described hereinafter, the minimum construction hourly rate of compensation for a Journeyman Carpenter shall be as follows:

Effective: July 1, 2004 - \$33.32 per hour

Wages and Fringe Benefit Fund contributions which are to be

Effective: July 1, 2005 - \$1.60 per hour

Effective: July 1, 2006 - \$1.60 per hour

The above increments do not include the two (\$.02) cents per hour contribution, respectively, to the U.B.C. National Health & Safety Fund, the U.B.C. Marketing Fund and to the U.B.C. Apprentice and Training Fund, and the ten (\$.10) cents per hour to the Industry Promotional Fund.

The hourly wage for Foremen shall be not less than \$2.50 above the rate for Journeymen Carpenters.

The hourly wage rate for General Foremen shall be not less than \$4.00 per hour above the rate for Journeymen Carpenters.

Wages and Contributions to Fringe Benefit Fund(s) may be allocated by the Council with respect to sums required under this Agreement.

Hazardous Work pay shall be paid for work performed by carpenters on chimneys, or towers when they are independent of a building, and for all work relative to asbestos abatement removal by a licensed contractor where job performance reasonably requires the use of protective clothing or equipment. This rate shall be two (2) hours pay extra per day, plus applicable benefits.

The Contractor agrees that all carpenters employed by him shall be paid on a designated day of each week on the job or shop where they are working before quitting time, i.e., 3:30 p.m. in U.S. Currency or bonded check in envelopes upon which shall be plainly marked the Employer's name and address, the carpenter's name and number, the number of hours worked, date of days worked, the enumeration and the amount of deductions made and the amount enclosed. No Contractor shall hold back more than three (3) days' pay (including weekend days). If the carpenters are not paid as specified above, double time shall be paid for Friday between the hours of 3:30 p.m. and 6:00 p.m. and single time for working time thereafter until paid, not exceeding fourteen hours; provided, however, that the carpenters report to and remain on the job during said fourteen (14) hours. (If carpenters are laid off on a day other than a Friday, these same provisions shall prevail.) If payment of wages is by check, the established payday shall be no later than Thursday. If payday falls on a holiday, employees shall be paid the day preceding the holiday. If the banks are to be closed on a Friday, pay checks must be delivered to all carpenters no later than the Wednesday of that week.

ARTICLE VII

Fringe Benefit Funds

The Contractor agrees that it is bound by and shall comply with the Agreements and Declarations of Trust and the Plans of the Empire State Carpenters Vacation Fund, Welfare Fund, Pension Fund, Annuity Fund, Charitable Trust Fund, Labor-Management Cooperation Fund, Scholarship Fund and Apprenticeship Committee. The aforesaid Agreements and declarations of Trust and Plans and the Rules and Resolutions adopted by the Trustees of the said Funds, as the same may be amended from time to time, are hereby incorporated into and made a part of this Agreement. Each Employer shall pay as specified in this Agreement a certain sum of money for each hour or part of an hour worked by each carpenter, for work done in this area, except that time worked in excess of regular working hours, Monday through Saturday, shall be computed in accordance with Article VIII at straight time on all carpentry work.

Payment will be made at the Fund office by check payable to the "Empire State Carpenters Fringe Benefit Funds." Such benefits and contributions to the said Funds shall be made and paid by the Employer purchasing stamps covering all such required contributions, in advance. The Employer shall furnish such stamps to all carpenters in each weekly pay envelope, in accordance with the number of hours worked multiplied by the total hourly contributions required by this Agreement. The failure of the Employer to comply with the requirement that stamps be in each weekly envelope shall subject the Employer to those remedies available under Article VI with respect to payment of wages. At the time of purchase of the stamps, the Employer shall furnish the Fund office with a statement providing such information, as the said Trustees shall require 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 numbers and denominations of stamps issued to each carpenter 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 Article and Article XVII. 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.

The Employer agrees to deduct from the wages of each carpenter working under this Agreement, and to pay the Council in the manner determined by the Council, upon execution by each carpenter of an assignment form, those uniform assessments of the Council, as a condition of continued employment. This assessment shall be included as part of the stamps purchased from the Empire State Carpenters Fringe Benefits Funds.

Signatories to this Agreement, agree that one-half (1/2) cent per hour of Employee Apprenticeship Contribution to this Fund shall be forwarded from the Fund Account to the New York State Carpenters Apprenticeship and Journeymen Retraining Fund.

The Contractor designates as its Trustees of the said Fund, the Trustees designated in accordance with the provisions of the respective Trust Agreements.

(a) Whenever an Employer Contractor is in default of payments to the Welfare, Pension, Vacation, Annuity, Charitable Trust, Labor-Management Cooperation, Scholarship Funds and

Health reimbursement Act. ~~22.22 PER HOUR~~
 Total \$13.45
 *Vacation and Work Assessment contributions are taxable.

Fringe Benefit rate increases effective July 1, 2004.
 July 1, 2005 and July 1, 2006 to be allocated.

PER HOUR:	FRINGES:		Effective	Effective
	7/01/04	7/01/05	7/01/05	7/01/06
Welfare:	\$8.14	To Be	To Be	To Be
Pension:	\$6.00	Allocated	Allocated	Allocated
Annuity:	\$5.50			
Vacation:	\$4.11*			
Apprenticeship:	\$0.30			
Supplemental:	\$0.04**			
Working Assessment:	\$1.79*			
Industry Advancement:	\$0.10**			
Labor Management:	\$0.06			
UBC National Apprentice & Training Fund:	\$0.02			
UBC National Health & Safety Fund:	\$0.02			
UBC Marketing Fund:	\$0.02			
Health Reimbursement Act:	\$0.25			
Total:	\$26.35			

Wages and contributions to Fringe Benefit Funds are allocated by the Council with respect to all required sums.

The Association agrees to contribute two cents (\$.02) per hour each towards the UBC National Health & Safety Fund, the UBC Marketing Fund and the UBC Apprentice and Training Fund in addition to the increments set forth in this Agreement.

*Vacation and Work Assessment contribution are taxable.

**Each Employer who authorizes such payment and who is a signatory to this Agreement shall contribute ten cents (\$.10) per hour to a respective Industry Advancement Program.

***All employers who authorize such payment will contribute four cents (\$.04) per hour to a Supplemental Fund.

Fringe Benefit contribution rates may be allocated among the Funds by the Council, at anytime deemed necessary by the Council.

The Working Assessment shall be 3% of the total of the highest wage and fringe benefit package negotiated by the Empire State Regional Council of Carpenters.

Effective July 1, 2005, the following language is to be substituted in lieu of the stamp program, set forth above in the second paragraph of this article and should read as follows:

Payment will be made at the designated Funds Office by check, cash or money order, payable to the Empire State Regional Council of Carpenters Fringe Benefit Funds, or its legal successor. Such benefits and contributions to said Funds shall be made and paid by the employer covering all such required contributions, in advance of weekly payroll. The employer shall furnish vouchers to all carpenters in each weekly pay envelope, in accordance with the number of hours worked multiplied by the total hourly contributions required by this Agreement. The failure of the employer to comply with the requirement that vouchers be in each weekly envelope shall subject the employer to those remedies available with respect to nonpayment of wages. At the time of purchase of 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 limited to, payroll or similar records which contain the names of the carpenters, the job project and the total amount of hours to be issued to each carpenter 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 Committee Fund contributions as well as work assessment 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.

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 1-1/2% interest for each twenty-one (21) day period the delinquency continues. The Employer agrees to comply with the collections policy enacted by the governing body of the designated recipient, that are more favorable to the designated recipient than the provision of this section.

ARTICLE VIII

Working Hours

Regular working time is seven (7) hours to wit: from 8:00 a.m. until 3:30 p.m. Monday through Friday and shall constitute regular working hours; five (5) minutes shall be allowed for personal cleanup, et al., 11:55 a.m., and 3:25 p.m. and a half hour lunch from 12 noon to 12:30 p.m. Any work performed during this time shall be at premium time as applicable to that work day with lunch time to be taken later in the work day. Carpenters shall have a beverage break in the a.m. and p.m. Said beverage break shall be no longer than ten minutes duration in the location where the men are working and no carpenters shall abuse this privilege.

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

(b) It is further agreed that the Welfare, Pension, Vacation, Annuity, Charitable Trust, Labor-Management Cooperation, Scholarship Funds and Apprenticeship Committee in accordance with their respective Plans, Rules of Eligibility and Rules and Regulations as amended from time to time, may provide benefits to employees of the Funds, employees of the Council, employees of the affiliated Local Unions, officers of the Council and affiliated Local Union and with respect to the Welfare Fund retired persons.

(c) The Employer shall retain for a minimum period of five (5) years payroll and related records necessary for a proper audit in order that a duly designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this Agreement are paid in full for the preceding five (5) year period. In the event, after the Trustees have made a reasonable request, the Employer fails to produce its books and records necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of employee hours for any month during the twelve (12) preceding months audited or the last twelve (12) months for which reports were filed, whichever monthly number of hours is greater. If the hours reported by employees as unpaid vacation claims exceed such amount, the vacation claims shall be used as the criterion for delinquency. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Prior to making such determination, the Trustees shall mail a final ten (10) day written notice to the Employer advising him that such determination shall be made if the Employer does not schedule a prompt audit. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit. Necessary records shall include:

- Annual Tax Returns, Employers (I.R.S. Form 940)
- Employer Quarterly Returns (I.R.S. Form 941)
- New York State Unemployment Insurance Tax Returns
- Individual Employee Payroll Records
- Weekly Payroll Books
- Cash Disbursements Books (only as they relate to payments to employees covered by this Agreement)
- Employee W-2 Forms
- Copies of Payroll Reports to all Carpenter Funds
- Copies of Cancelled Checks to all Carpenter Funds
- New York State Forms WRS-2

When Auditors are sent to audit the books of any General Contractor, Prime Contractor, Builder, Subcontractor or other Employer within the provisions of this Agreement, and a definite appointment is scheduled, and the Auditor or Auditors cannot start at the appointed time and date and must return, because of the fault of the Employer, or when necessary records are not furnished, then the said General Contractor, Prime Contractor, Builder, Subcontractor or other Employer shall be penalized and pay the reasonable sum charged by the Auditors to cover the expense of the Auditor or Auditors.

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

(d) In the event that the Employer does not make payments or Fringe Benefit Fund contributions within thirty (30) days of the date specified in this Agreement, it is agreed that the Employer may be liable for the following, in addition to the principal amount of the unpaid contributions:

- (i) Interest on the unpaid contributions at the prime rate;
- (ii) An amount equal to the greater of (a) interest on the unpaid contribution at the prime rate or (b) liquidated damages equal to twenty percent (20%) of the delinquency, whichever is greater;
- (iii) Attorney's fees;
- (iv) The costs of suit (if required to obtain compliance with this Agreement); and
- (v) The costs of any required audit.

The Employer acknowledges and understands that the above liquidated damages are cumulative and are required to protect the fiscal integrity of the Fringe Benefit Funds.

The Trustees reserve the right to refuse redemption of any Fringe Benefit Stamps not documented by Weekly Payroll Reports.

Empire State Carpenters Fringe Benefit Funds effective July 1, 2004.

Effective July 1, 2004, apprentices shall receive fringe benefits based upon the following schedule, inclusive of applicable raises.

Fringe Benefits:

Welfare:	\$5.75 per hour
Pension:	\$3.65 per hour
Annuity:	\$1.50 per hour
Vacation:	\$1.40 per hour*
Apprenticeship:	\$0.15 per hour

work is to be performed by said Employer or a subcontractor. Said notice shall include the location of the job and the name and address of the contractor or the subcontractor involved. Failure to comply with this Section shall be a breach of this Agreement and shall authorize the Council to remove its members from any job on which said contractor or subcontractor is working until said notice requirement is complied with. The aforesaid notice shall be given within thirty (30) days of the award of the contract.

Except in cases where it is absolutely necessary and unavoidable, no work shall be permitted or performed before 8:00 a.m. or after 3:30 p.m. In such cases where work shall be necessary to be done outside the regular hours of the working day, permission must be first obtained from the Business Manager or his designee and the rate of compensation for such overtime shall be time and one-half the ordinary and existing wage rate for carpenters and the rate for foremen for overtime shall be time and one-half the existing rate for foremen on Monday through Saturday, with fringe benefits paid at straight time on all carpentry work. Compensation for overtime on Sundays and holidays shall be at double time with fringe benefits paid on the hours worked. Any part of 1/2 hour worked overtime shall constitute 1/2 hour overtime and shall be paid for as such. Any 1/4 hour in benefit entitlement on overtime shall be rounded up to 1/2 hour. Flexible starting times between the hours of 7:00 a.m. and 8:00 a.m. may be given to Employer by permission of the Business Manager or his designee.

ARTICLE IX

Holidays

No work shall be permitted or performed on Saturdays, Sundays or on the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve unless permission shall have been given by the Business Manager or his designee in writing. Such permission, however, shall only be given in cases of danger to life or property. In such cases where such permission shall have been given, the rate of compensation shall be the same as for overtime to wit, double the straight time rate. When a job or Employer requires a holiday other than those enumerated above, said holidays shall be paid holidays at regular rates. On Christmas Eve and New Year's Eve employees shall receive 1/2 day wages and benefits without working. If Christmas Eve or New Year's Eve falls on a weekend day, employees employed on the last legal working day before Christmas and before New Year's shall receive 1/2 day wages and fringe benefits without working. Work performed on said holidays shall be paid at double time rate.

ARTICLE X

Shift Work

When it is not possible to conduct alteration or repair work during regular working hours in an occupied building, said work shall proceed on a working day on a straight time basis at other than regular hours; however, when any employee works over seven (7) hours in any twenty-four (24) hour period, the time after seven (7) hours shall be considered overtime. In addition members of the off-hour crew shall be allowed one-half (1/2) hour to eat, with this time being included in the established shift hours. Seventy-two (72) hours' notice shall be given to the Union in writing of the facts and circumstances prior to the performance of work outside of normal working hours.

The Employer may assign all or a portion of the workmen employed to shift work schedules when required for a minimum of five (5) consecutive days. Employees assigned to shift-work schedules other than regular working hours on a work day will be compensated eight (8) hours' pay at the regular hourly rate, plus applicable benefits for the first seven (7) hours worked, exclusive of mealtimes. Hours worked in excess of seven (7) in a work day will be paid at the overtime rate. The schedule of the shifts will be made by the Employer provided the Employer has notified the Union seven (7) calendar days in advance of beginning or ending the shift scheduled but the regular working day shall constitute one shift and shifts shall be consecutive and of no less than seven (7) hours. Separate crews shall have a minimum 50:50 referral ratio each shift and no carpenter is to work on more than one shift in any twenty-four (24) hour period. The establishment of shifts shall be subject to Union approval in any situations with respect to any and all work within the jurisdiction and the Trade Autonomy of the United Brotherhood of Carpenters and Joiners of America.

ARTICLE XI

Conditions of Employment

When a carpenter reports for work and is not permitted to start for any reason other than bad weather conditions, he shall be paid for two (2) hours' wages.

If a carpenter is injured (hospitalized) or dies on the job, wages must be paid for that day.

Qualified carpenters referred by the Referral Hall in accordance with Article II herein and who report to the job site and are available for work but who are not permitted to start for any reason other than inclement weather or jurisdictional dispute, shall receive two (2) hours' pay plus applicable benefits.

No carpenter shall be laid off or discharged except at the conclusion of a work day and the carpenter shall be notified one hour in advance thereof.

The Contractor shall provide reasonable parking facilities for carpenters where necessary.

No carpenter shall be required to work where there has been demonstrated, or the carpenter has reason to believe there is an asbestos problem or other conditions which may be hazardous to the carpenter's health or safety.

ARTICLE XII

Breach of Agreement

Every Employer party to this Agreement shall notify the Council of the awarding of any contract in which any of the work

is to be performed by said Employer or a subcontractor. Said notice shall include the location of the job and the name and address of the contractor or the subcontractor involved. Failure to comply with this Section shall be a breach of this Agreement and shall authorize the Council to remove its members from any job on which said contractor or subcontractor is working until said notice requirement is complied with. The aforesaid notice shall be given within thirty (30) days of the award of the contract.

The Contractor agrees to report a job to the Council at least seventy-two (72) hours before starting. Failure to comply with this section shall be a breach of this Agreement and shall authorize the Council to remove its members from any job on which said contractor or subcontractor is working until said breach is remedied.

ARTICLE XIII

Apprenticeship

In order to assure an adequate force of skilled mechanics, each Contractor employing five (5) journeymen carpenters must employ one (1) apprentice referral per job site provided through the Council's referral procedure and one (1) referred apprentice for each additional five (5) journeymen carpenters. The apprentice cannot be used to match a journeyman. No apprentice shall be employed, however, unless such apprentice is part of the Empire State Carpenters Apprenticeship Committee.

To provide adequate training and supervision of apprentices an Empire State Carpenters Apprenticeship Committee, registered with and approved by the New York State Apprenticeship Council, has been formed.

The rate of compensation for apprentices shall be as follows:

First year apprentices shall receive not less than 40% of the Journeymen wage rate.

Second year apprentices shall receive not less than 55% of the Journeymen wage rate.

Third year apprentices shall receive not less than 65% of the Journeymen wage rate.

Fourth year apprentices shall receive not less than 75% of the Journeymen wage rate.

ARTICLE XIV

Tools

The Contractor shall provide suitable and adequate lockers and/or toolhouses on every job where carpenters are employed. Where toolhouses are provided, they are to be properly lighted and heated and of sufficient size and furnished with a suitable lock for the use of carpenters only. A Contractor who complies with the provision of this paragraph shall only be responsible for the tools and personal property lost due to the burning or forcible entry of the lockers and/or toolhouses and such liability shall be limited to the sum of Three Hundred Seventy-Five dollars (\$375.00) for each carpenter for the loss by fire or theft. An itemized list of tools and personal property lost, sworn to before a Notary Public, shall be submitted to the Contractor. In a multi-story building, there shall be a lock on every third floor.

No employees shall be permitted to furnish their own saw horses, benches, hand screws, straight edges, ladders or power tools of any type or description on any construction job, except that the carpenter will pay \$50.00 if his screw gun is lost or stolen. The Contractor shall provide adequate lock up for all power tools on the site. (The expense of filing saws shall be borne by the Employer).

The sharpening of employees other tools shall be done on the job site during working hours by an employee covered under this Agreement.

Failure to comply with any of the requirements of this Article shall constitute a material breach of this Agreement, and the Union shall have the right to exercise all those lawful means necessary to remedy any such violation.

ARTICLE XV

Protection and Safety

Rain gear including hooded jackets, pants and boots shall be provided by the Employer if employees are required to work in inclement weather.

Both Employer and employee shall abide by all safety statutes, court order or government regulation relative to safety of person or equipment. If after reasonable notification to the Employer of a safety violation and the same is not corrected, the removal of carpenters by the Union shall not be construed as a violation of this Agreement by the Union, and all carpenters shall receive full wages and fringe benefits for all time lost until such time as the violation is remedied to the satisfaction of the Union.

All protection work under carpenters jurisdiction on any building, heavy construction or alterations, must be performed by carpenters employed by the General Contractor, Prime Contractor, Builder or Subcontractor so assigned by the General Contractor, Prime Contractor, Builder, Construction Manager, Project Manager, Broker, Site Manager, or such other entities defined as an Employer under the Agreement.

Hard hats are to be supplied by the employer and worn by the employees.

When other trades are working above carpenters in a multi-story building six (6) stories or more, there shall be protective covering no more than four (4) floors above where carpenters are working.

Subcontractors

A) This Agreement shall bind the parties hereto and any and all Subcontractors employed by the Contractor and any contract entered into with said Subcontractor shall contain a stipulation binding the 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, Charitable Trust, Labor-Management Cooperation, Scholarship and the Apprenticeship 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 work is to be performed, whether by Contractor or 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.

B) The Contractor bound to this Agreement agrees not to accept any subcontract from any General Contractor, Construction Manager, Project Manager, Builder, Site Manager, Broker or other entities unless the said entity has a signed Agreement with the Council or provides at least the wages and working conditions set forth in this Agreement.

This provision shall not be unreasonably and/or arbitrarily applied, and it shall not be implemented without the approval of the Business Manager.

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 Council.

D) The General Contractor, Construction Manager, Prime Contractor, Builder or Owner shall furnish the names of all carpenter Subcontractors to the Council in whose geographic jurisdiction the job is located, on forms supplied by the Union before Subcontractors start work, when requested by the Union.

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 or other business entity) engaged in the construction and/or carpentry industry in which an officer, a partner or single proprietor of the signatory contractor or employer hereto is also an officer, a principal stockholder, partner or single proprietor of such other firm where the intent and effect or consequence of such association undermines terms and obligations of the signatory Contractor to this Agreement. Management Consultants, Construction Managers, Developers, and Owner/Builders, will be also considered as Employers for the purposes 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 of the project.

F) No Employer shall sublet, 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.

G) 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.

H) If, as a result of violations of this Article, it is required by applicable law for the Union and/or the Trustees of the Funds to institute a court action to enforce any right hereunder, the Employer shall pay all costs of such action, including attorney's fees.

ARTICLE XVII

Strike Clause

The Council, without limiting its rights under this Agreement or under the law to strike or take such other action as it may determine, reserves the right to call a lawful strike in sympathy with brother craftsmen with whom the Council is affiliated. Twenty-four (24) hours notice will be given to the Contractor prior to any stoppage.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event a carpenter refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line.

ARTICLE XVIII

Jurisdiction

The Contractor signatory to this Agreement agrees that the handling of all materials pertaining to the carpenter work shall be done exclusively by carpenters. Carpenters shall build all concrete forms and free standing scaffolds and all other scaffolds in accordance with the decision rendered April 28, 1920, in addition to all other work usually performed by carpenters. The Contractor agrees to recognize the jurisdictional claims and trade autonomy of the United Brotherhood of Carpenters and Joiners of America that have been established in its Constitution by Agreements with other crafts, awards contained in the Green Book, or as a result of decisions by the National Joint Board for the Settlement of Jurisdictional Disputes, or which are recognized as being in the jurisdiction of the United

Masonry scaffolds shall be governed by standing agreement between Empire State Regional Council of Carpenters and Laborers Local 66. Namely pipe scaffolds when over fourteen (14) feet in height shall be erected from the ground (or floor) up by a composite (equal) crew of carpenters and laborers. Dismantling or take down of scaffold shall also be by a composite crew of carpenters and laborers.

Carpentry work traditionally done on the job site by carpenters within the jurisdiction of the Council shall continue to be done by such carpenters.

No Contractor shall knowingly require, as a condition of employment, any carpenter to violate the lawful trade rules or obligations of such carpenter to the United Brotherhood of Carpenters and Joiners of America and the Empire State Regional Council of Carpenters.

ARTICLE XIX

Saving Clause

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

ARTICLE XX

Trade Autonomy

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, sound proofing and welded wire sandwich panels; the burning, welding, rigging and the use of any and all instruments or 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, fireproofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes and all other necessary or related work in connection therewith."

"All work in connection with the installation and erection of all gypsum wallboard to receive a veneer coat, plaster or lath or so 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 system shall be installed according to the decision rendered by the National Joint Board for the Settlement of Jurisdictional Disputes on August 24, 1966.

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 panels (wire styrofoam) composition and/or any other wood substitute materials; wood and metal store fronts, building entrances, elevator entrances, etc., fabricate and install and 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 footing or foundations of houses, 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 lempates 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 filled or made up of more than one 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 ironwork or on other material; the erecting and installation of strain 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, 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, raising 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, travellers 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, jams, bucks, casing, moldings, chairrails, 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, acoustical suspended ceiling in its entirety.

Building and erecting stairs, store, office, bank and other fixtures, shelving, 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 handing of lumber, fixtures, trim and other materials

erected by carpenters. The erection of porcelain enameled panels and metal siding. The assembling and setting of all seats in the theaters, halls, churches, schools, banks, stadiums and open air theaters and other buildings; installing wood, metal and plastic corner beads; 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, curb and gutter and all welding and burning incidental or carpentry. All tagging 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 composite flooring; rubber tile, plastic tile, cork tile and all linoleum; the application of all asphalt shingles, roll roofing, all asbestos shingle; 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 therefore, extends over the following divisions and subdivisions 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, boatbuilders, 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.

ARTICLE XXI

Expiration

This Agreement, including any supplements thereto, shall remain in full force and effect until April 30, 2007 and unless at least sixty (60) days' notice is given prior to the expiration date of this Agreement, by either party to the other, in writing of its intention to terminate or modify this Agreement, this Agreement shall remain in full force and effect for a further period of one (1) year.

Diamond StoreFronts, Inc.
Name of Employer (Company Name)
1633 Sycamore Ave.
Street Address of Employer
Bohemia, NY 11716
City, State & Zip Code
631-244-8178
Telephone No. of Employer
631-244-7867
Fax No. of Employer
120595
New York State Disability No.

Paul R Herrle 1/31/06
Signature of Principal Date
Paul R Herrle V. President
Print Principal's Name & Title
11-3214232
Employer's Fed. Tax ID #
76-91450-2
Unemployment Insurance No.
Republic Franklin Insurance Co.
Employer's Workers' Comp Carrier
WC 3328046
Employer's Workers' Comp Policy #

ACCEPTED AND AGREED TO BY
THE EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS:
270 Motor Parkway, Hauppauge, New York 11788

BY: [Signature]
President

BY: [Signature]
Executive Secretary/Treasurer Business Manager

Date: 2-2-06