



ASSOCIATION OF WALL CEILING & CARPENTRY
INDUSTRIES OF NEW YORK INC

Contractor Membership Fees:

Initiation Fee: \$750.00

Quarterly Dues: \$300.00

APPLICATION FOR GENERAL MEMBERSHIP

Date: _____

1. **Applicant's Company Name:** _____

2. **List Owners / Partners / President, other Officers** (if a public corporation, attach list of Stockholders & Directors):

Name	Title	Years with Applicant
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. **Contact Information:**

Primary Company Contact Person : _____

Phone: _____ Fax: _____

Email: _____ Website: _____

4. **Principal Place of Business:**

Street: _____

City: _____ State: _____ Zip: _____

5. **Date Business Established:** _____ **Employer ID #:** _____

6. **Primary Type of Work:** _____

Categories (to be included in Company's WC&C website listing):

☐ Acoustical Ceilings

☐ Drywall Taping

☐ Gypsum Drywall

☐ General Carpentry

☐ Finish Carpentry

☐ Plastering

☐ Fireproofing

☐ Flooring

☐ Furniture Installation

☐ Lathing

☐ Light Gage Framing

☐ Millwork

7. List the names of any predecessor companies owned/operated by Applicant within the previous five (5) years that performed the type of work listed in Item 6 (on previous page):

8. List all owners, partners and/or officers of predecessor companies listed in item 7 above:

9. List any entities having a percentage interest in the Applicant:

<hr/>	<hr/>	% interest
<hr/>	<hr/>	% interest
<hr/>	<hr/>	% interest

10. List all Unions and/or District Councils that Applicant maintains or has maintained a Collective Bargaining Agreement (CBA) with during the previous ten (10) years:

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<hr/>	<hr/>
<hr/>	<hr/>

11. If Applicant is affiliated with other Trade Association(s) in the construction industry, please list:

12. List three (3) projects Applicant completed within the last two (2) years:

13. List Trade (carpenter, taper, plasterer, etc.) and average number of employees of that trade Applicant employed during the previous two (2) years:

<u>Trade</u>	<u>Number Employed</u>

The Applicant agrees that as a condition of acceptance, and to maintain its membership in good standing thereafter, Applicant shall be bound by all of the provisions of the By-Laws of the Association of Wall Ceiling & Carpentry Industries of New York, Inc. (the "Association") and shall execute and provide to the Association all Designation of Bargaining Agent forms furnished to the Applicant by the Association.

Applicant understands and agrees that the submission of this application is subject to review and approval by the Board of Directors of the Association.

SUBMITTED BY:

Company: _____

Name: _____

Title: _____

Signature: _____

Sponsored for Membership By:

Name: _____

Company: _____

* * * * *

Submit completed application and check (payable to "Association of WC&C") in the amount of **\$1,050.00** (representing payment of initiation fee plus first installment of applicable quarterly dues), to:

Association of Wall Ceiling & Carpentry Industries of NY, Inc.
30 Jericho Executive Plaza , Suite 700C
Jericho, New York 11753

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

DESIGNATION OF BARGAINING AGENT

The undersigned employer (hereinafter individually called the 'Employer'), by a duly authorized and empowered officer of such business:

INITIAL ONLY ONE

(_____-initial) **DOES NOT** designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement
OR

(_____- initial) **DOES** hereby designate, appoint and authorize **THE ASSOCIATION OF WALL-CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement with:

New York City District Council of Carpenters

for the Collective Bargaining Agreement to replace the Agreement to expire June 30, 2024 and the Association may act in any way which the Employer could do if personally present, with respect to the foregoing matter, with full and unqualified authority to delegate any or all powers to any person or persons whom the Association selects.

In consideration of the execution in the same form of this Designation of Bargaining Agent Agreement by the undersigned Employer, the Employer agrees:

1. It shall be bound by all lawful acts of the Association, its officers, agents and representatives in connection with the aforementioned negotiations and shall comply with all lawful requests or directives made by the Association insofar as said requests relate, directly or indirectly, to the Association's negotiations with the Union.
2. It waives the right to approve the negotiated Collective Bargaining Agreement and shall automatically be bound thereto upon the approval of the Association and the execution thereof by the authorized representative of the Association.

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

3. The execution of the Collective Bargaining Agreement by the Association shall have the same force and effect as though the Employer had signed such Agreement and no signature of the Employer to the Collective Bargaining Agreement shall be necessary.
4. That irreparable harm, damage and inquiry will follow and occur to the Association in the event the Employer breaches or threatens to breach this Designation of Bargaining Agent Agreement; therefore, the Employer, by executing this instrument, consents to the issuance of a Temporary Restraining Order and a Preliminary Injunction restraining it from the acts and conduct done or threatened to be done which the Association alleges constitutes a breach of the obligations imposed by this instrument.
5. This Designation of Bargaining Agent Agreement is not at will, but the same is irrevocable until such time as a Collective Bargaining Agreement is negotiated and executed with the Union.
6. The undersigned acknowledges and represents that he has, before signing this document, carefully read the same and fully understands the scope of this Designation of Bargaining Agent as well as the actual and potential difficulties and restrictions which may attend the performance of the Employer's obligation under this Agreement.

This Designation of Bargaining Agent is accepted this _____ day of _____ 20____.

ASSOCIATION

**THE ASSOCIATION OF
WALL-CEILING & CARPENTRY
INDUSTRIES OF NEW YORK, INC.**

EMPLOYER

(NAME OF COMPANY)

BY: _____

BY: _____
(OFFICER)

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

DESIGNATION OF BARGAINING AGENT

The undersigned employer (hereinafter individually called the "Employer"), by a duly authorized and empowered officer of such business:

INITIAL ONLY ONE

(_____ -initial) **DOES NOT** designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement

OR

(_____ -initial) **DOES** hereby designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement with:

District Council 9 of New York - IUPAT

for the present Collective Bargaining Agreement due to expire April 30, 2019 and the Association may act in any way which the Employer could do if personally present, with respect to the foregoing matter, with full and unqualified authority to delegate any or all powers to any person or persons whom the Association selects.

In consideration of the execution in the same form of this Designation of Bargaining Agent Agreement by the undersigned Employer, the Employer agrees:

1. It shall be bound by all lawful acts of the Association, its officers, agents and representatives in connection with the aforementioned negotiations and shall comply with all lawful requests or directives made by the Association insofar as said requests relate, directly or indirectly, to the Association's negotiations with the Union.
2. It waives the right to approve the negotiated Collective Bargaining Agreement and shall automatically be bound thereto upon the approval of the Association and the execution thereof by the authorized representative of the Association.

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

3. The execution of the Collective Bargaining Agreement by the Association shall have the same force and effect as though the Employer had signed such Agreement and no signature of the Employer to the Collective Bargaining Agreement shall be necessary.
4. That irreparable harm, damage and injury will follow and occur to the Association in the event the Employer breaches or threatens to breach this Designation of Bargaining Agent Agreement; therefore, the Employer, by executing this instrument, consents to the issuance of a Temporary Restraining Order and a Preliminary Injunction restraining it from the acts and conduct done or threatened to be done which the Association alleges constitutes a breach of the obligations imposed by this instrument.
5. This Designation of Bargaining Agent Agreement is not at will, but the same is irrevocable until such time as a Collective Bargaining Agreement is negotiated and executed with the Union.
6. The undersigned acknowledges and represents that he has, before signing this document, carefully read the same and fully understands the scope of this Designation of Bargaining Agent as well as the actual and potential difficulties and restrictions which may attend the performance of the Employer's obligation under this Agreement.

This Designation of Bargaining Agent is accepted this [REDACTED] day of [REDACTED], 20[REDACTED].

ASSOCIATION

**THE ASSOCIATION OF
WALL-CEILING & CARPENTRY
INDUSTRIES OF NEW YORK, INC.**

EMPLOYER

(NAME OF COMPANY)

By: _____

By: _____
(OFFICER)

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

DESIGNATION OF BARGAINING AGENT

The undersigned employer (hereinafter individually called the "Employer"), by a duly authorized and empowered office of such business:

INITIAL ONLY ONE

(____ -initial) **DOES NOT** designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement

OR

(____ -initial) **DOES** hereby designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement with:

METALLIC LATHERS' UNION OF NEW YORK LOCAL 46

for the present Collective Bargaining Agreement due to expire June 30, 2020 and the Association may act in any way which the Employer could do if personally present, with respect to the foregoing matter, with full and unqualified authority to delegate any or all powers to any person or persons whom the Association selects.

In consideration of the execution in the same form of this Designation of Bargaining Agent Agreement by the undersigned Employer, the Employer agrees:

1. It shall be bound by all lawful acts of the Association, its officers, agents representatives in connection with the aforementioned negotiations and shall comply with all lawful requests or directives made by the Association insofar as said requests relate, directly or indirectly, to the Association's negotiations with the Union.

2. It waives the right to approve the negotiated Collective Bargaining Agreement and shall automatically be bound thereto upon the approval of the Association and the execution thereof by the authorized representative of the Association.

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

3 The execution of the Collective Bargaining Agreement by the Association shall have the same force and effect as though the Employer had signed such Agreement and no signature of the Employer to the Collective Bargaining Agreement shall be necessary.

4. That irreparable harm, damage and injury will follow and occur to the Association in the event the Employer breaches or threatens to breach this Designation of Bargaining Agent Agreement; therefore, the Employer, by executing this instrument, consents to the issuance of a Temporary Restraining Order and a Preliminary Injunction restraining it from the acts and conduct done or threatened to be done which the Association alleges constitutes a breach of the obligations imposed by this instrument.

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This Designation of Bargaining Agent is accepted this _____ day of _____ 20____.

ASSOCIATION

**THE ASSOCIATION OF
WALL-CEILING & CARPENTRY
INDUSTRIES OF NEW YORK, INC.**

BY: _____

EMPLOYER

(NAME OF COMPANY)

BY: _____
(OFFICER)

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

DESIGNATION OF BARGAINING AGENT

The undersigned employer (hereinafter individually called the "Employer"), by a duly authorized and empowered officer of such business:

INITIAL ONLY ONE

(_____-initial) **DOES NOT** designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement

OR

(_____- initial) **DOES** hereby designate, appoint and authorize **THE ASSOCIATION OF WALL-CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution for a Collective Bargaining Agreement with:

General Building Laborers' Local 66

for the Collective Bargaining Agreement to replace the Agreement to expire June 30, 2018 and the Association may act in any way which the Employer could do if personally present, with respect to the foregoing matter, with full and unqualified authority to delegate any or all powers to any person or persons whom the Association selects.

In consideration of the execution in the same form of this Designation of Bargaining Agent Agreement by the undersigned Employer, the Employer agrees:

1. It shall be bound by all lawful acts of the Association, its officers, agents and representatives in connection with the aforementioned negotiations and shall comply with all lawful requests or directives made by the Association insofar as said requests relate, directly or indirectly, to the Association's negotiations with the Union.
2. It waives the right to approve the negotiated Collective Bargaining Agreement and shall automatically be bound thereto upon the approval of the Association and the execution thereof by the authorized representative of the Association.

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

3. The execution of the Collective Bargaining Agreement by the Association shall have the same force and effect as though the Employer had signed such Agreement and no signature of the Employer to the Collective Bargaining Agreement shall be necessary.
4. That irreparable harm, damage and injury will follow and occur to the Association in the event the Employer breaches or threatens to breach this Designation of Bargaining Agent Agreement; therefore, the Employer, by executing this instrument, consents to the issuance of a Temporary Restraining Order and a Preliminary Injunction restraining it from the acts and conduct done or threatened to be done which the Association alleges constitutes a breach of the obligations imposed by this instrument.
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This Designation of Bargaining Agent is accepted this ____ day of ____, 20 ____.

ASSOCIATION

**THE ASSOCIATION OF
WALL-CEILING & CARPENTRY
INDUSTRIES OF NEW YORK, INC.**

EMPLOYER

(NAME OF COMPANY)

BY: _____

BY: _____
(OFFICER)

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

DESIGNATION OF BARGAINING AGENT

The undersigned employer (hereinafter individually called the "Employer"), by a duly authorized and empowered officer of such business:

INITIAL ONLY ONE

(_____ - initial) **DOES NOT** designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement

O R

(_____ - initial) **DOES** hereby designate, appoint and authorize **THE ASSOCIATION OF WALL-CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement with:

Northeast Regional Council of Carpenters

for the Collective Bargaining Agreement to replace the Agreement to expire May 31, 2017 and the Association may act in any way which the Employer could do if personally present, with respect to the foregoing matter, with full and unqualified authority to delegate any or all powers to any person or persons whom the Association selects.

In consideration of the execution in the same form of this Designation of Bargaining Agent Agreement by the undersigned Employer, the Employer agrees:

1. It shall be bound by all lawful acts of the Association, its officers, agents and representatives in connection with the aforementioned negotiations and shall comply with all lawful requests or directives made by the Association insofar as said requests relate, directly or indirectly, to the Association's negotiations with the Union.
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ASSOCIATION

**THE ASSOCIATION OF
WALL-CEILING & CARPENTRY
INDUSTRIES OF NEW YORK, INC.**

BY: _____

EMPLOYER

(NAME OF COMPANY)

BY: _____
(OFFICER)

Association of Wall Ceiling & Carpentry Industries of New York, Inc.

DESIGNATION OF BARGAINING AGENT

The undersigned employer (hereinafter individually called the "Employer"), by a duly authorized and empowered officer of such business:

INITIAL to choose either "DOES NOT" or "DOES"

(_____ - initial) **DOES NOT** designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement

OR

(_____ - initial) **DOES** hereby designate, appoint and authorize **THE ASSOCIATION OF WALL CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC.** as its sole and exclusive agent in the negotiation and execution of a Collective Bargaining Agreement with:

Drywall Tapers and Painters of Greater New York Local 1974, IBPAT

for the present Collective Bargaining Agreement due to expire June 27, 2020 and the Association may act in any way which the Employer could do if personally present, with respect to the foregoing matter, with full and unqualified authority to delegate any or all powers to any person or persons whom the Association selects.

In consideration of the execution in the same form of this Designation of Bargaining Agent Agreement by the undersigned Employer, the Employer agrees:

1. It shall be bound by all lawful acts of the Association, its officers, agents and representatives in connection with the aforementioned negotiations and shall comply with all lawful requests or directives made by the Association insofar as said requests relate, directly or indirectly, to the Association's negotiations with the Union.
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Association of Wall Ceiling & Carpentry Industries of New York, Inc.

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This Designation of Bargaining Agent is accepted on _____.

TODAY'S DATE

ASSOCIATION

EMPLOYER

**THE ASSOCIATION OF
WALL-CEILING & CARPENTRY
INDUSTRIES OF NEW YORK, INC.**

(NAME OF COMPANY)

By: _____

By: _____

(OFFICER)