



# Local One

## International Union of Elevator Constructors of New York and New Jersey - (AFL-CIO)



47-24 27<sup>th</sup> Street • Long Island City, New York 11101  
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### **JOINDER AGREEMENT**

This Agreement, made on the 17th day of December, 2021 by and between Start Elevator LLC (hereinafter referred to as “Employer”) and Local #1, International Union of Elevator Constructors, AFL-CIO, (herein referred to as “Union”) as follows:

1. The Employer agrees to adopt, abide, and be bound by all the terms and provisions of the applicable collective bargaining agreements entered into by Union with the Elevator Manufacturers Association of New York, Inc., effective March 17, 2019, with the Hoisting Contractors Association or any other applicable association. The Employer agrees to be bound by such terms and provisions of said collective bargaining agreements as if it were an original signatory thereto and also agrees to be bound by any modifications, extensions or renewals thereof as if it were an original signatory to said collective bargaining agreement.

2. The Employer hereby adopts and agrees to be bound by the written terms of the National Elevator Industry Health Benefit Plan and its Declaration of Trust, the National Elevator Industry Pension Plan and its Declaration of Trust, the National Elevator Industry 401(k) Annuity Retirement Plan and its Declaration of Trust and the National Elevator Industry Educational Program and its Declaration of Trust, and any amendments thereto on the above-referenced Plans or Declarations of Trust and any conditions imposed by such Plans specifying the detailed basis on which payments are to be made into, and benefits paid out of such Trust Funds and employee benefit plans. The Employer also agrees to adopt and be bound by the written terms of the Elevator Constructors Union Local No. 1 Annuity and 401(k) Fund and its Declaration of Trust and the Elevator Constructors Union Local No. 1 Education and Apprentice Training Fund and Declaration of Trust, and any amendments thereto, specifying the detailed basis on which payments are to be made into and benefits paid out of such Local 1 Trust Funds. The Employer authorizes the parties to the Trust Agreements referred to on all Funds to appoint Trustees and successor Trustees to administer the Funds and employee benefit plans and the Employer hereby ratifies and accepts such appointments as if made by the Employer to Trustee status in all of the above-referenced Funds.

All payments and contributions due under the collective bargaining agreement shall be forwarded to the National Elevator Industry Benefit Plans to 19 Campus Boulevard, Suite 200, Newtown Square, Pennsylvania 19078-3228. All contributions due to the two above-referenced Local 1 Funds shall be sent to Benefit Services, Inc., 140 Sylvan Avenue, Suite 303, Englewood Cliffs, NJ 07632.

Title to all the monies paid into and/or due and owing to all of the National Elevator Industry Plans and to the Local 1 Plans and to the Elevator Industry Work Preservation Fund shall vest in and remain exclusively in the Trustees of said Funds respectively. In the event that the Employer sells its business or corporation to a third party all such obligations to make contributions to all of the above Funds shall vest in and remain exclusively in the Trustees of said Funds. In the event that the Employer sells its business or corporation with outstanding or delinquent contributions owed to any of the above-referenced Funds to another company, corporation or person, the Trustees of the Funds will hold priority liens on the proceeds of the sale in order to satisfy the outstanding or delinquent contributions due from such Employer to any or all of the above-referenced Funds. The Employer will notify the Buyer of such liens so that the amount of delinquencies owed to any or all of the above Funds will be retained by the Buyer and paid directly to said Funds at the time of settlement of the sale of the business or corporation.


3. If an Employer becomes delinquent in its obligation to make contributions to any or all of the above-referenced Funds, after the Employer receives notice of such delinquency from the Fund office or receives such notice from counsel, the Union will have the right to strike, engage in economic activity or withdraw employees represented by the Union from employment with such Employer. Such action shall not be considered a violation of the collective bargaining agreement. Such strike, work stoppage or other activity by the Union may continue, in the Union's discretion, until such time as the delinquencies are corrected and the Employer's obligation to make such contributions fulfilled.

Start Elevator LLC  
4350 Bullard Avenue  
Bronx, NY 10466

BY: \_\_\_\_\_  
John "Jack" O'Shea  
Owner/ President

Federal Tax ID #  
Date Accepted:

Local One IUEC  
47-24 27<sup>th</sup> Street  
Long Island City, NY 11101

BY:   
Leonard Legotte  
President-Business Manager

Affix Corporate Seal Here

**Any changes must be initialed by both parties.**