

K 8671
1,800 workers

4/1/2002 - 3/31/2007
2002 - 2007

48 pp.

AGREEMENT
BETWEEN
LABOR RELATIONS DIVISION
WESTERN NEW YORK REGION
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
NEW YORK STATE CHAPTER INC.

(HVY-HWY)

AND
EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS
ON BEHALF OF
LOCALS 66, 229, 281, 370, AND 747
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA

**LABOR RELATIONS DIVISION
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OF AMERICA
NEW YORK STATE CHAPTER, INC.**

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A G R E E M E N T

THIS AGREEMENT, made the 1st day of April, 2002 by and between the **LABOR RELATIONS DIVISION, WESTERN NEW YORK REGION, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC.** (hereinafter referred to as the "Association"), acting for and on behalf of its present and future members and **EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS ON BEHALF OF UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCALS 66, 229, 281, 370 and 747** (hereinafter referred to as the "Union").

Pursuant to the Constitution of the United Brotherhood of Carpenters and Joiners of America, Carpenter Locals 66, 229, 281, 370 and 747 are affiliated locals of the Empire State Regional Council (Council) and, as such, collective bargaining and ratification is conducted by the Council on behalf of Carpenter Locals 66, 229, 281, 370 and 747. Entering into this Agreement will not bind the parties to the terms of any other Agreement entered into by the Council on behalf of its other affiliated locals, except as provided in Article XIII, section 9.

W I T N E S S E T H :

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 workmen; 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 thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible, consistent with fair wages and proper working conditions as provided for hereunder. This is a pre-hire agreement under Section 8(f) of the National Labor Relations Act.

The Employer is desirous of employing carpenters and joiners and all subdivisions of said trade in heavy and highway construction and appurtenances thereto within the State of New York and in the Counties of the State of New York outlined hereinafter.

ARTICLE I - LIABILITY

The Association and the Union named herein are merely negotiating agents for their respective, present and future members. For any breach of this Agreement, liability of the members of the Association and the Regional Council or Local Unions shall be several and not joint and the liability of the Association and Regional Council or Local Unions shall be only that of negotiating agent acting without liability for the acts of its respective members.

ARTICLE II - JURISDICTION

1. The territorial jurisdiction of this Agreement is hereinafter set forth in Appendix A, together with the names of the various Locals of the United Brotherhood of Carpenters and Joiners of America, which are a party to this Agreement.

2. Except as hereinabove set forth in Section 1, all other Counties of the State of New York are excluded from this Agreement.

3. The loading, unloading, stringing of all wood products, metal, masonry, plastic, the installation of all artificial turf, or any other materials put in place by the members of the Brotherhood shall be the jurisdiction of the United Brotherhood of Carpenters and Joiners of America. The operation of gas, electric, air or other mechanical devices used by carpenters shall be tools of the trade and shall come under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

ARTICLE III - DEFINITION

1. This Agreement shall cover all heavy and highway construction which shall be all work performed and work in conjunction therewith as set forth below.

2. Highway construction, where referred to in this Agreement, is defined as including but not limited to grade crossings, bridges, culverts, retaining walls, curbs, drainage structures, runways, paving and roadways.

3. This Agreement shall apply to all heavy and highway construction which terms are defined as being all work performed outside of a building (excepting heavy and highway work as herein defined which has been awarded as a subcontract of a building contract which work is the subject of a building construction collective bargaining agreement containing a subcontracting clause), including but not limited to: water supply, drainage, sanitation, reclamation, irrigation and flood control projects, hydroelectric developments, dams, reservoirs, docks, piers, jetties, locks, dikes, levees, channels, breakwaters, harbors, airports, railroads, highways, streets, bridges, and similar structures, pile driving, abutments, retaining walls, transmission lines, duct lines, pipe lines, sewers, water mains, cut and cover work, industrial sites, school sites and athletic fields and site work only for cement manufacturing plants and all power plants. All concrete work connecting or pertaining to buildings in a shopping center are excluded from this Agreement.

4. All sewage treatment plants, water pollution control treatment plants, all lift and pumping stations for the movement or treatment of sewage shall be done under the provisions of this Agreement. Administration buildings, incinerator plants and all buildings other than the ones listed above shall be done under the regional council or local union building construction agreement.

5. It is understood that where industrial sites, cement manufacturing plants and all power plants are mentioned in Section 3 as included within the scope of heavy construction, it shall cover all work in connection with the grading of the sites to yard grade or to the bottom of the floors as the grade may indicate, also all construction of roads, railroads and river work; also construction of water lines and sewers to the building line.

6. For purposes of this Agreement, open cut work is defined as follows:

(a) All piling driven around the perimeter of a proposed open cut excavation, the driving of such piling to the point of practical refusal, whether it be rock or resistance created by material or soil other than rock shall be the work of the Brotherhood of Carpenters.

(b) All Carpenter work covered in "Definition" done in an excavation as set forth above or in an open cut excavation through soil, rock and/or other material, shall be covered by this Agreement.

(c) Should the open cut excavations in paragraphs (a) and (b) be for the purpose of constructing a tunnel (for any use), building, structure, or appurtenances thereto, all form work done in the open cut excavation shall be done by the Carpenter.

(d) All Carpenter work for fabrication of forms and/or other materials done outside of the open cut work area at ground level, or any satellite area used exclusively for such fabrication for the project, for installation below the open cut elevation or in any tunnel and/or shaft shall be performed under this Agreement.

7. Building construction is defined as all work done within the building proper.

ARTICLE IV - HOURS OF WORK

The work week shall be forty (40) hours, Monday through Friday, inclusive. The regular workday shall consist of eight (8) hours. The Employer, after consultation with the Union, shall set the starting time no earlier than 7:00 a.m., when working eight (8) hours or no earlier than 6:00 a.m., when working in excess of eight (8) hours. The starting time shall not be changed from day to day. All time worked outside the regular workday and all time worked on Saturday shall be paid for at one and one-half (1-1/2) times the regular hourly rate, except for time worked on Sunday and holidays (stipulated herein) which shall be paid for at double the hourly rate.

(a) Two consecutive shifts may be worked in twenty-four (24) hours and shall be of equal duration and at the same rate. 1st shift to start not earlier than 6:00 a.m.

(b) Three shifts may be worked in twenty-four (24) hours and shall be at the same rate and of the duration set forth below:

1st Shift	8 hours' work 8 hours' pay
2nd Shift	7-1/2 hours' work 8 hours' pay
3rd Shift	7 hours' work 8 hours' pay

Each shift shall have one-half (1/2) hour for lunch.

When two or three shifts are worked, the second and third shifts shall be considered for payroll purposes as having been worked in their entirety on the same day on which the first shift started.

(c) It is understood that there is no guarantee that on a given day one shift may not vary due to weather, equipment breakdown, or any circumstances beyond the contractor's control, however, the 2-hour clause will apply. If the Employer provides all-weather equipment and there is work to be performed and any employee refuses to work, the 2-hour clause shall not apply, providing safety is not compromised.

(d) The lunch period may be taken anytime between noon and 1:00 p.m. If an employee is required to work through lunch, such employee shall be compensated at premium time.

(e) **FLEXTIME** - With respect to any project that is 100% Federally funded, awarded by a Federal Agency, the payment of overtime after eight (8) hours will not apply. Overtime will only be required to be paid after forty (40) hours.

(f) Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours, and further provided to do so is not prohibited by state law.

ARTICLE V - CONDITIONS OF EMPLOYMENT

1. 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.

2. One (1) hour's notice shall be given to a journeyman at termination of employment.

3. Every job shall be provided with a weather tight building or room large enough to accommodate the Carpenters employed, for use as a tool room and shelter. This room shall be provided with a table and benches for use during lunch time; and for the exclusive use of carpenters, and it shall be equipped with heat during the months of October 1 through April 30.

4. A crib for carpenters' tool boxes shall be provided. The crib shall be fitted for a padlock to be furnished by the Carpenters on the job. When tools and clothing are left in said crib and 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 amount that any carpenter may claim for a loss under this provision is Two Hundred Dollars (\$200.00) for losses sustained through theft by forcible entry and the actual value for tools lost by reason of a fire. A claim must be itemized, in writing, and sworn to before a notary public. Where a carpenter's employment has been terminated, the provisions of this section shall remain in effect for a period of forty-eight (48) hours from such termination.

5. 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.

6. The Employer shall furnish chemically treated toilets such as Sani-Johns or equal quality.

7. All shop men sent to work outside shall be governed by the conditions of this Agreement.

8. No employee shall be allowed to furnish his own saw horses, benches, hand screws, straight edges, ladders, power tools of any kind or description on any construction job.

9. The Employer is responsible for sharpening all tools.

10. (a) At the time of hire or such later date as may be appropriate, employees covered by this Agreement shall be furnished slip-over rubber boots, rain suits, hats, gloves, appropriate clothing for the purpose of burning and welding, handling creosoted materials, acid, etc. as the nature of the work may require.

(b) The Employees shall be responsible to return same to the Employer at the time of termination of employment or pay for same, less normal wear.

11. Prior to commencement of work, employees covered by this Agreement shall be covered by New York State Unemployment, D.B.L. and Workmen's Compensation Insurance or the Employer shall assume the full responsibility for such coverage and any loss by the Employee.

12. 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 and available for inspection by the Steward.

13. (a) All scaffold over 14 feet shall be built from the ground up by carpenters except wood scaffold which shall be built in its entirety by carpenters.

(b) Falsework (temporary structures), necessary for the support of work under the Carpenter classification shall be done with carpenters.

14. The Employer shall move all company-owned tools.

15. When an employee is required to move from job to job during the workday, the Employer shall provide the transportation for him and return him to his starting place before the end of the day's work or reimburse him at the rate of fifteen cents (\$.15) per mile for use of his own car as transportation only plus the applicable hourly rate of pay.

16. The Union agrees to cooperate with the Company in encouraging their employees to observe company safety rules and regulations as prescribed pursuant to O.S.H.A. or other governmental regulations or legislation, and to wear properly and utilize safety devices or safety equipment as provided by the Company in order to work in a safe manner. The neglect or failure of an employee to obey any of the above shall, after due and proper warning by the Superintendent, the Foreman and Steward, be just cause for discharge without recourse to the grievance procedure. In the event any employee performs an unsafe act or operation in such a manner as to directly cause the Employer to be fined by O.S.H.A., then he shall be subject to immediate discharge.

17. (a) The Union and the Employer expressly agree that a stable work force is required at all times in this seasonal industry and that the absence of individual employees may have a serious impact on the Employer's project productivity and efficiency.

(b) Absences from scheduled work are to be discouraged and accordingly, it is agreed:

(1) the first absence without prior excuse or reasonable cause shall entitle the Employee to a verbal warning.

(2) the second absence without prior excuse or reasonable cause shall entitle the Employee to a written warning notice with copy to the Union.

(3) the third absence without prior excuse or reasonable cause is agreed to be just cause for discharge of the Employee without recourse to the grievance and arbitration procedure of this Agreement.

18. When an employee covered by this Agreement performs work on a hazardous waste site, that is State and/or Federally designated as such, and where relevant State and/or Federal regulations require employees to be furnished and those employees use or wear required forms of personal protection, then in such case an employee shall receive his regular hourly rate plus \$1.50 per hour.

ARTICLE VI - POLICY ON SUBSTANCE ABUSE

1. The Employer and Union are committed to provide a safe work environment for its employees and the public and also maintain a reliable, productive, quality work force and thus affirm that construction job sites subject to this Agreement must be alcohol and drug free.

2. Employees whose job performance is impaired by the use of alcohol and drugs create an unacceptable safety risk to themselves, co-workers, and public.

3. Employees who violate the joint policy on substance abuse shall be subject to discipline up to and including immediate discharge without recourse to the grievance procedure.

ARTICLE VII - SHOW-UP TIME

1. Employees ordered to report to work and who are not hired shall be paid two (2) hours show-up time. Employees must be ready and willing to work in order to be paid show-up time.

2. Unless notified ten (10) hours prior to the start of the shift, employees on the job who report for work at the usual time must be furnished two (2) hours employment or paid two (2) hours wages, it being understood that show-up time shall be computed at the straight time rate regardless of the day of the week involved. Employees must be ready and willing to work in order to be paid show-up time.

3. Employees reporting for work at starting time shall, if put to work, receive a minimum pay of two (2) hours or actual hours worked, whichever is greater.

ARTICLE VIII - HOLIDAYS

1. The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. The 4th of July and Labor Day shall be paid holidays. An employee who works July 4 and/or Labor Day shall be paid double time plus the holiday pay. An employee who works any of the other holidays listed herein shall be paid double time.

2. If any employee covered by this Agreement is laid off during the term of his employment because of a shutdown due to another craft on the project having a paid holiday, other than the six (6) mentioned in 1. above, then the Employee covered by this Agreement shall receive holiday pay for each such day at eight (8) hours at the straight time rate of pay.

3. With respect to a holiday covered by Sections 1 and 2, the Employee must work his scheduled workday before and his scheduled workday after the holiday and be on the payroll in the payroll week in which the holiday falls except that employees hired after the holiday but in the payroll week shall not receive holiday pay.

ARTICLE IX - CERTIFIED WELDERS

Certified welders shall receive one dollar and fifty cents (\$1.50) per hour over the Journeyman's rate of pay when he is required to perform welding work. If he spends any part of the day welding, he shall receive the welding rate of pay for the entire day.

ARTICLE X - UNION RIGHTS

1. The hiring of new employees and the discharge thereof shall be in accordance with the Labor Management Relations Act of 1947 as amended. It is agreed that on or after the eighth (8th) day following the beginning of employment or the effective date of this Agreement, whichever is later, membership in the Union shall be a condition of employment.

2. It is agreed that all employees who are members of the Union on the date of the execution of this Agreement, shall remain members in good standing during the life of this Agreement, as a condition of continued employment.

3. The Council Representative, or any other authorized representative of the Union shall be allowed to visit the jobs of the Employer and interview the men during working hours but he shall contact the Foreman in charge before so doing. Also, the Union Representative shall arrange or regulate differences that may arise between the members and their employers.

ARTICLE XI - STEWARDS

1. The Union Representative shall place a fully qualified working steward who is a carpenter journeyman. He shall advise the Employer, or his representative, of the designation. He shall be employed whenever any work covered by this Agreement is being done on the job on which he is the Steward, provided he is qualified to do such work. In the event only one (1) man is required, this work shall be performed by the Steward, if he so desires.

2. The Steward shall be allowed a reasonable length of time to perform his duties, however, he shall not leave his immediate work area without first notifying his foreman. The Steward will not leave the project site except in an emergency. The Steward has no authority to issue working orders to the men.

3. The Steward shall not be laid off, transferred or discharged without the prior mutual agreement of both parties, except for just cause.

4. When the Employer is dissatisfied with the conduct of the Steward, he shall notify the Union Representative of his dissatisfaction, and it shall be the duty of the Union Representative to take corrective action.

5. The Steward shall be notified when any hiring, firing or layoff is contemplated.

ARTICLE XII - FOREMEN

1. When four (4) carpenters are employed, one shall be designated as a foreman.

2. No foreman shall have more than thirteen (13) carpenters under him unless working on the same structure.

3. All carpenter foremen shall be journeymen members of the trade and shall be hired and discharged subject to the provisions of the Labor Management Relations Act of 1947, as amended.

4. Any member acting as foreman shall receive at least one dollar and fifty cents (\$1.50) per hour over the Journeyman's scale of wages.

5. At the start of a job, the Employer shall, if he desires, designate the first two (2) foremen of his choice; if additional foremen are required the next two (2) shall be selected by the Employer from men in the geographic jurisdiction of the local union where the job is located; thereafter, if additional foremen are desired or required they shall be named (1) on the basis of 50% employer's choice and (2) 50% from the local geographic area of the Union.

ARTICLE XIII - MISCELLANEOUS

1. The conditions on carpenter and pile driver work shall be uniform throughout the jurisdiction of this Agreement, except as provided in Article XIV.

2.(a) It is agreed that any subcontracts entered into by the Employer for work on the job site shall be covered by the conditions of this Agreement.

(b) It is recognized that there are specific subcontract requirements for D/M/WBE participation in most public works contracts and that certain exceptions to the subcontracting clause may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a pre-job meeting with these subcontractors and the Union. It is understood that in no way shall the enforcement of this clause allow other trades to perform the work of this Union.

(c) By mutual agreement on a project by project basis, an Employer will be permitted to subcontract to non-signatory specialty subcontractors and will use his best efforts to arrange a pre-job conference for each project.

3. In the event that a new owner takes over an unexpired contract or subcontract, either through sale or as heir, this Agreement is binding until completion of said contract.

4. The Employer agrees that any form work which can be done on the job site, or adjacent to the job site, must be done there, and that any such form work shall not be performed elsewhere. It is understood, however, that used forms fabricated on other employer projects covered by this Agreement are not affected by the foregoing. Further, structures (bridges, etc.) may be subcontracted as a whole but the terms and conditions of this Agreement shall apply.

5. Employees injured at work shall be paid for time spent going to the doctor's office for treatment at the time of the injury. If the doctor certifies, in writing, that the Employee is unable to return to work that day, the injured Employee shall be paid for the balance of that working day not to exceed a minimum of eight (8) hours pay. In the event he works in excess of the minimum eight hours he shall be paid for actual hours worked.

6. (a) Prior to the commencement of work on a project, the Employer shall call a pre-job conference in the area of the project to be designated by the Employer.

(b) The Union agrees that it will attend at the designated time and place together with such other Unions representing employees who will perform work on the project. The Union agrees that the Employer shall not be asked or required to attend any pre-job conferences with a single craft, provided the Employer has fulfilled his obligation under Section 6 (a).

(c) These provisions shall apply equally to any and all subcontractors.

7. Incidental Millwright work performed in conjunction with highway-heavy construction may be done under the wages, terms and conditions of this Agreement.

8. There shall be 100% mobility among Locals. Fringe benefits shall be reciprocated to the home Local.

9. **Work in other areas.** The Employer agrees that if it performs any work covered under any collective bargaining agreement of the Empire State Regional Council of Carpenters or in any of its regional districts or constituent local unions, excluding United Brotherhood of Carpenters and Joiners of America Local 9 and the New York City District Council of Carpenters, then, for such work only, on a project by project basis, the Employer, for the duration of the project, will pay the wages, fringes and abide by any other terms and conditions of employment in the Agreement applicable to employees at the construction site location where said work is being performed. It is understood and agreed that under no circumstances will this provision operate to create an NLRA Section 9(a) relationship between any Employer and the Empire State Regional Council of Carpenters, its regional districts or constituent local unions.

ARTICLE XIV - PILE DRIVING

1. Pile driving shall be covered by the terms and conditions of this Agreement, except that pile driving in the counties of Allegany, Cattaraugus and Chatauqua is excluded from this Agreement.

2. All pile driving shall be under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America. This includes all wood, steel and concrete sheet piling and bracing of same, and pile lashing (wrapping a cluster of piles with wire rope).

3. The unloading of piles shall be done under the jurisdiction of the Brotherhood of Carpenters. The Brotherhood shall also load and unload, erect, maintain and dismantle all lead and pile hammers; cut, weld or burn all piles; set up and drive all sheeting of wood or other material and brace and shore the same.

4. (a) Pile driving, as herein defined, shall include all labor employed in building, driving, staying, pulling and cutting off of all pre-cast concrete piles while still in leads, pile jackets, composite piles, cast-in-place concrete piles and any pre-cast structural shapes or units, the setting of which is performed with pile driving equipment when concurrent with pile driving operations; on regular pile driving rigs, the maintenance from the king-pin out; the operation of the valve when located outside of the cab. When a crawler or other type crane is used, the maintenance of the boom to the boom sheave shall be done by the Operating Engineers.

(b) In clamshell work, where an obstruction exists to the driving of piles, or where the crane is working over pile driving men, a pile driver shall be used as a signalman and tagline man.

(c) Where the clamshell work is for mucking out only, there shall be no pile driver employed for this work.

5. On installation of bearing piles, there shall be a crew of not less than three (3) men and a foreman. On sheet piling there shall be not less than two (2) men and a foreman. Divers, Tenders and Certified Welders are included in the crew. On floating derricks used for driving piles, there shall be no less than four (4) men and a foreman. Divers and Tenders are included in the crew. In the geographical jurisdiction of Locals 229, 281, 370 and 747 the Employer and Union shall make the determination of how many employees are required for a safe pile driving crew.

6. Pile load testing equipment shall be erected, operated, maintained and dismantled by pile drivers.

7. It is agreed, however, that in the event that the Employer or the Union feel that more or less men are required for the work to be performed, then this matter shall be resolved between the Superintendent and Union Representative by mutual consent.

8. In connection with the operation of a drill rig used for construction of piling as the latter term is used by the architect or engineer in the specifications, there shall be a pile driver assigned to the drill rig.

ARTICLE XV - DIVERS AND TENDERS

1. When the services of Divers and Tenders are required, the divers and tenders work shall be under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America. All appropriate State and Federal safety laws shall be complied with. The diving rate shall include the divers' personal support gear, excluding his air. If a diver furnishes his own air, and it meets all applicable safety standards, he shall negotiate a rental fee for such equipment with the Employer.

2. The diver's rate shall be \$410, 7/1/02; \$420, 7/1/03; \$430, 7/1/04; \$440, 7/1/05; \$450, 7/1/06 per day, providing he dives. The tender's rate shall be one dollar (\$1.00) per hour over the Carpenter Journeyman's rate.

3. The diver and tender rate for a dry day shall be one dollar (\$1.00) per hour over the Carpenter Journeyman's rate.

4. When services of divers are required in air lifting (an underwater vacuum, used to clean a surface) operations, it shall be performed by members of the Brotherhood.

ARTICLE XVI - ARBITRATION

1. During the term of this Agreement, neither Party shall order or permit any strike, lockout, or other work stoppage or slowdown. Further, the Union will not aid, support, or permit unauthorized strikes, slowdowns or work stoppages by its members.

2. During the term of this Agreement any question relating to its interpretation, or its violation, shall be submitted to and determined by arbitration, it being understood, however, that the provisions of this Agreement shall remain fixed during the term of this Agreement. In the event of differences between the parties, the expressed terms of this Agreement shall be subject to the following grievance procedure:

(a) Step 1. The Steward and/or Union representative shall attempt to resolve the dispute on the job with the Company's senior representative.

(b) Step 2. If Step 1 is not successful, the Union representative shall attempt to resolve the matter with the Assistant Managing Director, AGC, within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays.

(c) Step 3. If Step 2 is not successful, an International Representative of the Brotherhood shall attempt to resolve the matter with the Assistant Managing Director, AGC, within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, after assigned.

(d) Step 4. If Step 3 is not successful, either party may submit the dispute to the New York State Mediation Service, in writing, within forty-eight (48) hours and both parties agree to submit to such arbitration and be bound by and follow the decision rendered. Pending the resolving of the dispute pursuant to Steps 1, 2, 3 and 4, all work shall continue without interruption under the conditions prevailing at the time the dispute arose.

3. Should either of the parties fail to attend the hearing set by the Arbitrator, after due notice thereof, the Arbitrator shall proceed with such hearing in the absence of said party, and shall be empowered to make a final decision and award.

4. The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. If the arbitrator should determine that the grievance is not covered by this Agreement, he shall return the grievance to the parties without decision and the grievance shall be closed. In such a case, the costs, if any, shall be borne by the grievant.

5. Failure of either party to comply with the award and decision of said arbitrator shall subject them to the authority of the Federal and/or State laws to enforce said arbitration order.

6. The costs of arbitration, which shall involve the fees and expenses of the arbitrator, shall be borne by the Company in case its principal contention is rejected by the arbitrator or by the Union in case its principal contention is rejected by the arbitrator, except, however, that each party shall pay the fees of its own representatives and witnesses. Any disputes as to whose principal contention is rejected shall be determined by the arbitrator. In the case that both parties' principal contention is upheld in part, the arbitrator shall designate what part of the costs are to be borne by which party according to the relative merits of each party's position.

7. The following express provisions of this contract are not subject to this article:

- (a) Wage rates.
- (b) Fringe benefit contributions.
- (c) Jurisdictional questions.

ARTICLE XVII - JURISDICTIONAL DISPUTES

1. The parties hereto mutually agree that if the Employer receives written notification from one (1) or more Unions contesting a work assignment, the Employer shall maintain his work assignment until the dispute has been resolved in accordance with the following procedure.

(a) Contesting Unions and the Employer shall attempt to resolve disputes. If unable to do so within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;

(b) The parties to this Agreement shall meet for the purpose of resolving the dispute. If unable to resolve said dispute within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;

(c) The parties to this Agreement will refer said dispute to their International Union and National AGC. If they are unable to resolve said dispute within five (5) days (Saturday, Sunday and Holidays excluded) then;

(d) The parties to this Agreement shall have exhausted their internal remedies and may then seek resolution through the NLRB and/or the Courts. No legal action may be initiated before such internal remedies are exhausted.

2. Neither party shall order or permit any lockout, strike, or other work stoppage or slowdown. Further, the Union will not aid, support or permit unauthorized strikes, slowdowns or work stoppages by its members with respect to a jurisdictional dispute.

ARTICLE XVIII - RATES OF PAY AND MODE OF PAYMENT

1. The rates of wages and amounts of fringe benefit contributions for employees covered by this Agreement are hereinafter set forth in Appendix B and Appendix C.
2. Apprentice wage rate schedules are set forth in Appendix D.
3. (a) All employees covered by this Agreement are to be paid on the job weekly during working hours and not later than Friday for time worked up to midnight Sunday of the preceding week. In any event, no more than five (5) days shall elapse prior to payment of wages for the preceding week. If required to call at the office on the job for payment, the Employees shall be allowed sufficient time to get there before quitting time.

(b) If any employee is discharged or laid off, all accrued wages shall be due and paid immediately, except that by mutual agreement an employee may be paid by check mailed with twenty-four (24) hours. If not mailed within 24 hours, such employee shall be paid an additional \$25.00 for each additional 24 hour period the check was not mailed.

(c) Wages shall be paid in cash, except that the Employer may pay by recognized payroll checks where approval has been granted by the New York State Department of Labor.

(d) Paycheck stubs or pay envelopes shall show the number of hours worked during the pay period and also all deductions.

ARTICLE XIX - WAGES AND FRINGE BENEFITS

1. The parties to this Agreement have agreed upon hourly gross increases (for wage and fringe benefit package) for the period July 1, 2002, through June 30, 2007, for Locals 66, 229, 281, 370 and 747 as follows:

Effective July 1, 2002	\$1.00
Effective January 1, 2003	\$.30
Effective July 1, 2003	\$1.30
Effective July 1, 2004	\$1.35
Effective July 1, 2005	\$1.35
Effective July 1, 2006 – June 30, 2007	\$1.45

2.(a) In accordance with the sections hereinabove, it is agreed that where a local union or regional council party to this Agreement has established in accordance with applicable law, a welfare and/or pension fund and/or supplementary unemployment benefit fund and/or apprenticeship fund, training fund, education fund, health and safety fund and/or other authorized funds, jointly trusteeed by labor and management, then contributions shall be made to such fund or funds.

(b) The Employer agrees that it shall make fringe benefit contributions to those fringe benefit funds set forth in Appendix B and C in the amounts set forth in this Agreement. The designations of the specific fringe benefit funds to receive contributions and the amount of contribution to be made to such fund may be changed during the term of this Agreement. However, in no event shall the gross amount (wages and fringes) paid by an employer exceed the gross amounts set forth in Appendix B and C as modified by Section 1 of this Article. 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. However in the event of any conflict between the agreements, declarations of trust, plans, collection policies and /or regulations of the fringe benefit funds and the labor management cooperation committees and the terms of the collective bargaining agreement, the terms of the collective bargaining agreement shall prevail.

3. In the event that a contractor party to this Agreement subcontracts any portion of the work covered by this Agreement to a subcontractor who is not party to this Agreement, then such contractor shall assume full responsibility for any unpaid wages and/or fringe benefits due employees covered by this Agreement. The Union Representative or administrator of the respective funds shall notify the general contractor, by mail, of the subcontractors delinquency within fifteen (15) days of any delinquency. Fringe benefits are due and payable for all hours worked, except that fringe benefits will be remitted for a paid holiday not worked. There will be no premium paid on fringe benefits for overtime hours worked.

4. On seven (7) days written notice to the job site, the Union is granted the absolute right to strike the job of any delinquent contractor, and shall be under no compulsion to return any employees to employment with such contractor until all delinquencies are completely paid up. Where such action is necessitated as a result of the delinquency of any contractor in the payment of wages, or of any of the fringe benefit payments as set forth elsewhere in this Agreement such delinquent contractor shall be required to pay the striking employees wages for each day on strike, for a period not to exceed three (3) days prior to their return to employment for such contractor. Where a subcontractor is involved, notice shall also be given to the prime contractor.

5. Acceptance of this Agreement will automatically bind all participating contractors to the trust agreements and amendments thereto under which the funds are operating and shall be considered a part of this Agreement in the same manner as if fully set forth herein. The Trustees have no authority to change the terms and conditions of this Collective Bargaining Agreement.

6. (a) The trustees of the various pension and welfare funds and/or other authorized funds shall have the authority to audit the payroll of any contributing employer to determine the accuracy of reports submitted to the respective funds.

(b) In addition, the trustees shall be authorized to audit the reports of a contributing employer who may be more than thirty (30) days delinquent in his reports at a charge of not more than fifty dollars (\$50.00) per day for such auditor's expense.

(c) A seven (7) day notice to the delinquent Employer of the proposed audit shall be deemed sufficient notice.

(d) Such notice shall direct him to have his books and records available to the auditor.

(e) Any contractor who is or becomes delinquent under the terms of the contract shall be required to post bonds in such amount as to secure all future payments of welfare and pension accounts on each of his jobs.

7. Davis - Bacon Projects. If a project is 100% federally funded, the Davis - Bacon wage rates provided for in the project proposal can be paid for the duration of the project.

8. The Union represents that the UBC National Apprentice & Training Fund, UBC National Health and Safety Fund and UBC National Marketing Fund have merged with the Carpenters International Training Fund. The employer agrees to contribute to the Carpenters International Fund so long as it can be made a part of the prevailing rate schedule. The amount to be contributed is \$.04 per hour to the Training Fund and \$.02 per hour to the Education & Development Fund, which are sub funds of the Carpenters International Fund. However, in no event shall the gross amount (wages and fringes) paid by an Employer exceed the gross amount set forth in Appendix B and C as modified by Section 1 of this Article.

9. The Empire State Regional Council of Carpenters (Council) may allocate, or reallocate all wages and contributions to those fringe benefit funds selected by the Council. Under this provision, the Council can allocate effective on July 1 of any calendar year between 2002 and 2006 any future wage increases in whole or in part to fringe benefits. The Council may reallocate fringe benefit contribution amounts between fringe funds at any time, upon thirty (30) days prior notice to Employers. With respect to public work, the prevailing wage rate schedule shall supercede any conflicting allocation or reallocation of the Council.

ARTICLE XX - NEW YORK STATE CARPENTERS LABOR MANAGEMENT COUNCIL FUND

The Union represents that the State Apprenticeship Education Fund is now known as New York State Carpenters Labor Management Council Fund. It is agreed by the Employer and the Union that, as set forth in Appendix B and C, one half cent (\$.005) per hour actually worked shall be contributed to the New York State Carpenters Labor Management Council Fund.

ARTICLE XXI - APPRENTICE CONTRIBUTION

1. The Employer agrees that it shall make the appropriate contributions as set forth in its collective bargaining agreement with the Empire State Regional Council of Carpenters and its affiliated local unions to the Empire State Carpenters Apprenticeship Committee, 270 Motor Parkway, Hauppauge, New York. 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 Empire State 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 thirty (30) days prior thereto.

2. 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.

3. If future discussion on item 12 in the memorandum of agreement causes language to be changed, it will also apply to this Article on Apprenticeship Contribution.

ARTICLE XXII - DEDUCTIONS

1. The Employer agrees to deduct from the basic wage rate of employees covered by this Agreement the amounts hereinafter set forth in Appendix B and C for each actual hour worked by such employees. Deductions will be made and submitted to only the Local Union in which the Employer is working.

2. No deductions shall be made for any employee unless the employee has deposited with the Employer his copy of an executed authorization card which shall in no event be irrevocable for a period of more than one (1) year or the termination date of this Agreement whichever shall be the less.

3. Executed copies of the authorization cards will be kept on file by the Union and the Employer.

4. The Employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is a duty and obligation of the Union.

5. Deductions shall be made in the first payroll period following the furnishing of the authorization cards.

6. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon authorization cards furnished by the Employees and/or Union.

ARTICLE XXIII - NONDISCRIMINATION IN EMPLOYMENT

The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether state or federal, dealing with nondiscrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc., not herein expressly mentioned. The use of masculine or feminine gender in this agreement shall be construed as including both genders.

ARTICLE XXIV - MOST FAVORED EMPLOYER

Should the union at any time hereafter enter into an agreement with any employer performing work covered by the terms of this agreement which provides for terms and conditions more advantageous to such employer, or should the union in the case of any employer which is bound to this form of agreement countenance a course of conduct by such employer enabling it to operate under more advantageous terms and conditions than is provided for in this agreement, then, in any such event, the employers party to this agreement, shall be automatically entitled to adopt such more advantageous terms and conditions provided the employer, through the Labor Relations Division, has sent written notice to the union calling the relevant matter or matters to its attention.

ARTICLE XXV - ALTERNATIVE DISPUTES RESOLUTION

The Union and Employer agree to consider implementation of a Workers' Compensation Alternative Dispute Resolution Program.

ARTICLE XXVI - DURATION AND TERMINATION

It is agreed by both parties to this Agreement that all the conditions of this Agreement shall remain in full force and effect to March 31, 2007, and during each calendar year thereafter, unless on or before January 30, 2007, or any year thereafter, written notice of proposed changes in this Agreement shall be served by either party upon the other.

ARTICLE XXVII - SAVINGS CLAUSE

1. If any provisions of this Agreement shall violate any applicable statute, or is held invalid by any Court or government agency having jurisdiction such invalidity shall not affect the validity of the remainder of this Agreement. In the event any section, or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to redraft a new section, or portion thereof, declared invalid.

2. Should the parties be unable to negotiate substitute provisions as provided hereby, the matter will be referred to arbitration for such purpose, as provided by Section 2, Article XVI.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

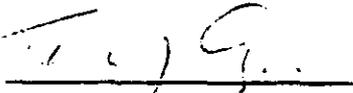
**FOR THE LRD/AGC
WESTERN NEW YORK REGION**


Rockne Burns

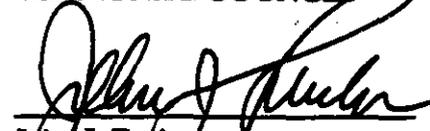

Stephen Compagni

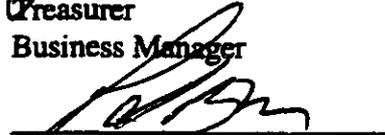

Todd Curran


Robert Hill

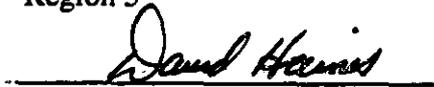

Theodore J. Czerw

**FOR THE EMPIRE STATE
REGIONAL COUNCIL**


John J. Fuchs
Executive Secretary
Treasurer
Business Manager


Patrick Morin
President


Kevin Hicks
Region 3


David Haines
Region 4

APPENDIX A

A. LOCAL 66 TERRITORIAL JURISDICTION

Allegany, Cattaraugus and Chatauqua Counties

2423 Route 16 North
Olean, New York 14760-1599
(716) 372-5009
FAX: (716) 372-7353

B. LOCAL 229 TERRITORIAL JURISDICTION

Clinton, Essex, Franklin, Hamilton, Saratoga, Warren and Washington Counties

P.O. Box 1459
South Glens Falls, NY 12803
(518) 792-5793
FAX: (518) 792-2322

C. LOCAL 281 TERRITORIAL JURISDICTION

Broome, Cayuga, Chemung, Cortland, Schuyler, Seneca, Steuben, Tioga, Tompkins and Yates Counties

23 Market Street
Binghamton, New York 13905
(607) 729-0224
Fax (607) 729-2087

D. LOCAL 370 TERRITORIAL JURISDICTION

Albany, Fulton, Montgomery, Rensselear, Schenectady and Schoharie Counties

890 Third Street
Albany, New York 12206
(518) 438-1905
Fax (518) 438-1906

E. LOCAL 747 TERRITORIAL JURISDICTION

Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego and St. Lawrence Counties.

3247 Vickery Road
Syracuse, New York 13212
(315) 455-5797
Fax: (315) 455-8326

APPENDIX B

**WESTERN NEW YORK REGION LRD/AGC
Carpenter Locals 66, 229, 281, 370, 747
2002 - 2007 Highway-Heavy Wage Rate Schedules
Effective July 1, 2002 - December 31, 2002**

**Local 66 (Olean)
Allegany, Cattaraugus, Chatauqua,**

Wages	\$21.635
Welfare	2.60
Pension	2.22
Annuity	2.73
Appren.	.30
UBC Funds	<u>.06</u>
TOTAL	\$29.545
Dues Deduction	-4%

**Local 229 (Glens Falls)
Clinton, Essex, Franklin,
Hamilton, Saratoga,
Warren, Washington**

Wages	\$23.06
Welfare	2.85
Pension	4.15
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.425
Dues Deduction	-5%

**Local 281 (Binghamton)
Broome, Tioga**

Wages	\$23.47
Welfare	2.75
Pension	3.25
Annuity	1.00
Appren.	<u>.305</u>
TOTAL	\$30.775
Dues Deduction	-.23
RC Deduction	-.75
Savings Deduction	-1.00

**Local 281
Cayuga, Cortland, Schuyler,
Seneca, Tompkins, Yates**

Wages	\$21.92
Welfare	3.20
Pension	2.10
Annuity	3.25
Appren.	<u>.305</u>
TOTAL	\$30.775
Dues Deduction	-.97

**Local 281
Steuben**

Wages	\$20.99
Welfare	3.00
Pension	3.34
Annuity	1.85
Appren.	<u>.305</u>
TOTAL	\$29.485
Dues Deduction	-.23
RC Deduction	-.75

**Local 281
Chemung**

Wages	\$23.29
Welfare	2.75
Pension	3.29
Annuity	1.15
Appren.	<u>.34</u>
TOTAL	\$30.82
Dues Deduction	-.23
RC Deduction	-.75

**Local 370 (Albany)
Albany, Fulton, Montgomery,
Rensselaer, Schenectady, Schoharie**

Wages	\$22.24
Welfare	3.23
Pension	4.09
Annuity	.50
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.425
Dues Deduction	-.61
Vacation Deduction	-1.00

**Local 747 (Syracuse)
Onondaga**

Wages	\$22.13
Welfare	3.00
Pension	2.73
Annuity	2.20
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.425
Dues Deduction	-4%

**Local 747
Oswego**

Wages	\$20.23
Welfare	3.40
Pension	3.73
Annuity	2.70
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.425
Dues Deduction	-4%

**Local 747
Herkimer, Madison, Oneida**

Wages	\$22.56
Welfare	2.50
Pension	4.00
Annuity	1.00
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.425
Dues Deduction	-5%

Local 747
Jefferson, Lewis, St.Lawrence

Wages	\$20.21
Welfare	3.60
Pension	3.50
Annuity	2.75
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.425
Dues Deduction	-4%

*Dues or other per hour deduction upon receipt of signed authorization card from employee. Dues deduction where shown as a percentage will be gross wages exclusive of fringe benefits.

Effective January 1, 2003 – June 30, 2003	\$0.30	Gross Increase
Effective July 1, 2003	\$1.30	Gross Increase
Effective July 1, 2004	\$1.35	Gross Increase
Effective July 1, 2005	\$1.35	Gross Increase
Effective July 1, 2006 – June 30, 2007	\$1.45	Gross Increase

APPENDIX C

**WESTERN NEW YORK REGION LRD/AGC
Carpenter Locals 66, 229, 281, 370, 747
2002 - 2007 Highway-Heavy Wage Rate Schedules
Effective January 1, 2003 - June 30, 2003**

**Local 66 (Olean)
Allegany, Cattaraugus, Chatauqua,**

Wages	\$21.935
Welfare	2.60
Pension	2.22
Annuity	2.73
Appren.	.30
UBC Funds	<u>.06</u>
TOTAL	\$29.845
Dues Deduction	-4%

**Local 229 (Glens Falls)
Clinton, Essex, Franklin,
Hamilton, Saratoga,
Warren, Washington**

Wages	\$23.36
Welfare	2.85
Pension	4.15
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.725
Dues Deduction	-5%

**Local 281 (Binghamton)
Broome, Tioga**

Wages	\$23.77
Welfare	2.75
Pension	3.25
Annuity	1.00
Appren.	<u>.305</u>
TOTAL	\$31.075
Dues Deduction	-.23
RC Deduction	-.75
Savings Deduction	-1.00

**Local 281
Cayuga, Cortland, Schuyler,
Seneca, Tompkins, Yates**

Wages	\$22.22
Welfare	3.20
Pension	2.10
Annuity	3.25
Appren.	<u>.305</u>
TOTAL	\$31.075
Dues Deduction	-.97

**Local 281
Steuben**

Wages	\$21.29
Welfare	3.00
Pension	3.34
Annuity	1.85
Appren.	<u>.305</u>
TOTAL	\$29.785
Dues Deduction	-.23
RC Deduction	-.75

**Local 281
Chemung**

Wages	\$23.59
Welfare	2.75
Pension	3.29
Annuity	1.15
Appren.	<u>.34</u>
TOTAL	\$31.12
Dues Deduction	-.23
RC Deduction	-.75

**Local 370 (Albany)
Albany, Fulton, Montgomery,
Rensselaer, Schenectady, Schoharie**

Wages	\$22.54
Welfare	3.23
Pension	4.09
Annuity	.50
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.725
Dues Deduction	-.90
Vacation Deduction	-1.00

**Local 747 (Syracuse)
Onondaga**

Wages	\$22.43
Welfare	3.00
Pension	2.73
Annuity	2.20
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.725
Dues Deduction	-4%

**Local 747
Oswego**

Wages	\$20.53
Welfare	3.40
Pension	3.73
Annuity	2.70
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.725
Dues Deduction	-4%

**Local 747
Herkimer, Madison, Oneida**

Wages	\$22.86
Welfare	2.50
Pension	4.00
Annuity	1.00
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.725
Dues Deduction	-5%

Local 747
Jefferson, Lewis, St. Lawrence

Wages	\$20.51
Welfare	3.60
Pension	3.50
Annuity	2.75
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$30.725
Dues Deduction	-4%

*Dues or other per hour deduction upon receipt of signed authorization card from employee. Dues deduction where shown as a percentage will be gross wages exclusive of fringe benefits.

Effective July 1, 2003	\$1.30	Gross Increase
Effective July 1, 2004	\$1.35	Gross Increase
Effective July 1, 2005	\$1.35	Gross Increase
Effective July 1, 2006 – June 30, 2007	\$1.45	Gross Increase

APPENDIX D

**WESTERN NEW YORK REGION LRD/AGC
Carpenter Locals 66, 229, 281, 370, 747
2002-2007 Highway-Heavy Apprentice Wage Rate Schedules
Effective July 1, 2002 – June 30, 2003**

1. Local 66 Apprentice Wage Rate Schedule:

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1 st Year	50%	\$10.82	*\$2.96	\$13.78
2 nd Year	60%	\$12.98	\$7.91	\$20.89
3 rd Year	70%	\$15.14	\$7.91	\$23.05
4 th Year	80%	\$17.31	\$7.91	\$25.22

* Pension and Annuity contributions are not required on first year apprentices

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1 st Year	50%	\$10.97	*\$2.96	\$13.93
2 nd Year	60%	\$13.16	\$7.91	\$21.07
3 rd Year	70%	\$15.35	\$7.91	\$23.26
4 th Year	80%	\$17.55	\$7.91	\$25.46

* Pension and Annuity contributions are not required on first year apprentices

2. Local 229 Apprentice Wage Rate Schedule

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1st Year	50%	\$11.53	*\$3.215	\$14.745
2nd Year	60%	\$13.84	**\$5.295	\$19.135
3rd Year	70%	\$16.14	\$7.365	\$23.505
4th Year	80%	\$18.45	\$7.365	\$25.815

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefits except for 50% Pension.

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1st Year	50%	\$11.68	*\$3.215	\$14.895
2nd Year	60%	\$14.02	**\$5.295	\$19.315
3rd Year	70%	\$16.35	\$7.365	\$23.715
4th Year	80%	\$18.69	\$7.365	\$26.055

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefits except for 50% Pension.

3. Local 281 Apprentice Wage Rate Schedule

Broome and Tioga Counties

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1 st Year	50%	\$11.74	\$7.305	\$19.045
2 nd Year	60%	\$14.08	\$7.305	\$21.385
3 rd Year	70%	\$16.43	\$7.305	\$23.735
4 th Year	80%	\$18.78	\$7.305	\$26.085

Broome and Tioga Counties

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1 st Year	50%	\$11.89	\$7.305	\$19.195
2 nd Year	60%	\$14.26	\$7.305	\$21.565
3 rd Year	70%	\$16.64	\$7.305	\$23.945
4 th Year	80%	\$19.02	\$7.305	\$26.325

Cayuga, Cortland, Schuyler, Seneca, Tompkins, Yates Counties

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1st Year	50%	\$10.96	\$8.855	\$19.815
2nd Year	60%	\$13.15	\$8.855	\$22.005
3rd Year	70%	\$15.34	\$8.855	\$24.195
4th Year	80%	\$17.54	\$8.855	\$26.395

Cayuga, Cortland, Schuyler, Seneca, Tompkins, Yates Counties

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1st Year	50%	\$11.11	\$8.855	\$19.965
2nd Year	60%	\$13.33	\$8.855	\$22.185
3rd Year	70%	\$15.55	\$8.855	\$24.405
4th Year	80%	\$17.78	\$8.855	\$26.635

Steuben County

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1st Year	50%	\$10.50	*\$3.305	\$13.805
2nd Year	60%	\$12.59	\$8.495	\$21.085
3rd Year	70%	\$14.69	\$8.495	\$23.185
4th Year	80%	\$16.79	\$8.495	\$25.285

*** Pension and Annuity contributions are not required on first year apprentices**

Steuben County

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1st Year	50%	\$10.65	*\$3.305	\$13.955
2nd Year	60%	\$12.77	\$8.495	\$21.265
3rd Year	70%	\$14.90	\$8.495	\$23.395
4th Year	80%	\$17.03	\$8.495	\$25.525

*** Pension and Annuity contributions are not required on first year apprentices**

Chemung County

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1 st Year	50%	\$11.65	\$7.53	\$19.18
2 nd Year	60%	\$13.97	\$7.53	\$21.50
3 rd Year	70%	\$16.30	\$7.53	\$23.83
4 th Year	80%	\$18.63	\$7.53	\$26.16

Chemung County

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1 st Year	50%	\$11.80	\$7.53	\$19.33
2 nd Year	60%	\$14.15	\$7.53	\$21.68
3 rd Year	70%	\$16.51	\$7.53	\$24.04
4 th Year	80%	\$18.87	\$7.53	\$26.40

4. Local 370 Apprentice Wage Rate Schedule

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1 st Year	50%	\$11.12	*\$3.23	\$14.35
2 nd Year	60%	\$13.34	**\$5.78	\$19.12
3 rd Year	70%	\$15.57	\$8.185	\$23.755
4 th Year	80%	\$17.79	\$8.185	\$25.975

* Welfare contribution only

** Welfare, Annuity, 50% Pension contribution only

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1 st Year	50%	\$11.27	*\$3.595	\$14.865
2 nd Year	60%	\$13.52	**\$5.895	\$19.415
3 rd Year	70%	\$15.78	\$8.185	\$23.965
4 th Year	80%	\$18.03	\$8.185	\$26.215

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

5. Local 747 Apprentice Wage Rate Schedule

Onondaga County

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1 st Year	50%	\$11.07	*\$3.365	\$14.435
2 nd Year	60%	\$13.28	**\$5.835	\$19.115
3 rd Year	70%	\$15.49	\$8.295	\$23.785
4 th Year	80%	\$17.70	\$8.295	\$25.995

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Onondaga County

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1 st Year	50%	\$11.22	*\$3.365	\$14.585
2 nd Year	60%	\$13.46	**\$5.835	\$19.295
3 rd Year	70%	\$15.70	\$8.295	\$23.995
4 th Year	80%	\$17.94	\$8.295	\$26.235

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Oswego County

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1 st Year	50%	\$10.12	*\$3.765	\$13.885
2 nd Year	60%	\$12.14	**\$6.985	\$19.125
3 rd Year	70%	\$14.16	\$10.195	\$24.355
4 th Year	80%	\$16.18	\$10.195	\$26.375

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Oswego County

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1 st Year	50%	\$10.27	*\$3.765	\$14.035
2 nd Year	60%	\$12.32	**\$6.985	\$19.305
3 rd Year	70%	\$14.37	\$10.195	\$24.565
4 th Year	80%	\$16.42	\$10.195	\$26.615

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Herkimer, Madison, Oneida Counties

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1 st Year	50%	\$11.28	*\$2.865	\$14.145
2 nd Year	60%	\$13.54	**\$5.365	\$18.905
3 rd Year	70%	\$15.79	\$7.865	\$23.655
4 th Year	80%	\$18.05	\$7.865	\$25.915

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Herkimer, Madison, Oneida Counties

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1 st Year	50%	\$11.43	*\$2.865	\$14.295
2 nd Year	60%	\$13.72	**\$5.365	\$19.085
3 rd Year	70%	\$16.00	\$7.865	\$23.865
4 th Year	80%	\$18.29	\$7.865	\$26.155

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Jefferson, Lewis, St. Lawrence Counties

Effective July 1, 2002 - December 31, 2002

		Wage	Benefit	Total
1 st Year	50%	\$10.11	*\$3.965	\$14.075
2 nd Year	60%	\$12.13	**\$7.095	\$19.225
3 rd Year	70%	\$14.15	\$10.215	\$24.365
4 th Year	80%	\$16.17	\$10.215	\$26.385

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Jefferson, Lewis, St. Lawrence Counties

Effective January 1, 2003 - June 30, 2003

		Wage	Benefit	Total
1 st Year	50%	\$10.26	*\$3.965	\$14.225
2 nd Year	60%	\$12.31	**\$7.095	\$19.405
3 rd Year	70%	\$14.36	\$10.215	\$24.575
4 th Year	80%	\$16.41	\$10.215	\$26.625

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

INDIVIDUAL EMPLOYER

In consideration of the time, efforts, and sums expended by the Union, the Labor Relations Division and the Employer in the negotiation of the foregoing contract, in consideration of the similar time, effort and sums expended and to be expended in its administration, and further consideration of the mutual promises and obligations of the Union, the Labor Relations Division and its member contractors, the undersigned individual employer agrees:

1. That he (it) has read the foregoing Collective Bargaining Agreement, dated April 1, 2002, and agrees, as an individual employer to be bound by each and all the terms, conditions and provisions thereof. He (It) further agrees to furnish both the Labor Relations Division and the Union with signed copies of this Agreement.

2. That he (it) waives the right to name or participate in the selection of any management trustee to any and all jointly trusteed funds provided for in said Agreement, and further agrees to accept the trustees now named to these Funds as his designated trustees, and agrees to be bound by the provisions of the trust indentures creating the respective Funds.

Name of Firm

By: _____
An Authorized Office, Title

Firm Street Address

City and State

Telephone Number

Empire State Regional Council of Carpenters:

By: _____
Authorized Representative

Date: _____
UNION COPY

INDIVIDUAL EMPLOYER

In consideration of the time, efforts, and sums expended by the Union, the Labor Relations Division and the Employer in the negotiation of the foregoing contract, in consideration of the similar time, effort and sums expended and to be expended in its administration, and further consideration of the mutual promises and obligations of the Union, the Labor Relations Division and its member contractors, the undersigned individual employer agrees:

1. That he (it) has read the foregoing Collective Bargaining Agreement, dated April 1, 2002, and agrees, as an individual employer to be bound by each and all of the terms, conditions and provisions thereof. He (It) further agrees to furnish both the Labor Relations Division and the Union with signed copies of this Agreement.

2. That he (it) waives the right to name or participate in the selection of any management trustee to any and all jointly trusteed funds provided for in said Agreement, and further agrees to accept the trustees now named to these Funds as his designated trustees, and agrees to be bound by the provisions of the trust indentures creating the respective Funds.

Name of Firm

By: _____
An Authorized Officer, Title

Firm Street Address

City and State

Telephone Number

Empire State Regional Council of Carpenters:

By: _____
Authorized Representative

Date: _____

Note: This page to be filled out in duplicate and one copy forwarded to:

**Labor Relations Division
New York State Chapter, Inc.
Associated General Contractors of America
1900 Western Avenue
Albany, New York 12203**

LRD/AGC Copy (Carpenters 2002)

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LABOR BULLETIN

July 14, 2003

03-7

**LABOR RELATIONS DIVISION
ASSOCIATED GENERAL CONTRACTORS
NEW YORK STATE CHAPTER, INC.
10 AIRLINE DRIVE, SUITE 203, ALBANY, NEW YORK 12205
TELEPHONE (518) 456-1134
FAX (518) 456-1198**

I. **2003 CARPENTER APPRENTICE WAGE RATE SCHEDULE S**

Attached are **Apprentice** wage rate schedules for Carpenter Locals 66 Olean, 229 Glens Falls, 281 Binghamton, 370 Albany and 747 Syracuse effective July 1, 2003.

Theodore J. Czerw

WESTERN NEW YORK REGION LRD/AGC

Carpenter Locals 66, 229, 281, 370, 747

2002-2007 Highway-Heavy Apprentice Wage rate Schedules

Effective July 1, 2003 – June 30, 2004

1. Local 66 Apprentice Wage Rate Schedule

		Wage	Benefit	Total
1 st Year	50%	\$11.57	\$3.965*	\$15.535
2 nd Year	60%	\$13.88	\$8.01	\$21.89
3 rd Year	70%	\$16.19	\$8.01	\$24.20
4 th Year	80%	\$18.51	\$8.01	\$26.52

* Pension and Annuity contributions are not required on first year apprentices

2. Local 229 Apprentice Wage Rate Schedule

		Wage	Benefit	Total
1 st Year	50%	\$12.03	\$3.815*	\$15.845
2 nd Year	60%	\$14.44	\$5.89**	\$20.33
3 rd Year	70%	\$16.84	\$7.965	\$24.805
4 th Year	80%	\$19.25	\$7.965	\$27.215

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefits except for 50% Pension

3. Local 281 Apprentice Wage Rate Schedule

Broome and Tioga Counties

		Wage	Benefit	Total
1 st Year	50%	\$12.04	\$8.295	\$20.335
2 nd Year	60%	\$14.45	\$8.295	\$22.745
3 rd Year	70%	\$16.86	\$8.295	\$25.155
4 th Year	80%	\$19.26	\$8.295	\$27.555

Cayuga, Cortland, Schuyler, Seneca, Tompkins, Yates Counties

		Wage	Benefit	Total
1 st Year	50%	\$11.28	\$9.825	\$21.105
2 nd Year	60%	\$13.53	\$9.825	\$23.355
3 rd Year	70%	\$15.79	\$9.825	\$25.615
4 th Year	80%	\$18.04	\$9.825	\$27.865

Steuben County

		Wage	Benefit	Total
1 st Year	50%	\$10.65	\$3.665*	\$14.315
2 nd Year	60%	\$12.77	\$9.795	\$22.565
3 rd Year	70%	\$14.90	\$9.795	\$24.695
4 th Year	80%	\$17.03	\$9.795	\$26.825

* Pension and Annuity contributions are not required on first year apprentices

Chemung County

		Wage	Benefit	Total
1 st Year	50%	\$11.89	\$8.65	\$20.54
2 nd Year	60%	\$14.26	\$8.65	\$22.91
3 rd Year	70%	\$16.64	\$8.65	\$25.29
4 th Year	80%	\$19.02	\$8.65	\$27.67

4. Local 370 Apprentice Wage Rate Schedule

		Wage	Benefit	Total
1 st Year	50%	\$11.67	\$3.845*	\$15.515
2 nd Year	60%	\$14.00	\$6.265**	\$20.265
3 rd Year	70%	\$16.34	\$8.685	\$25.025
4 th Year	80%	\$18.67	\$8.685	\$27.355

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

2

5. **Local 747 Apprentice Wage Rate Schedule**

Onondaga County

		Wage	Benefit	Total
1 st Year	50%	\$11.72	\$3.365*	\$15.085
2 nd Year	60%	\$14.06	\$5.985**	\$20.045
3 rd Year	70%	\$16.40	\$8.595	\$24.995
4 th Year	80%	\$18.74	\$8.595	\$27.335

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Oswego County

		Wage	Benefit	Total
1 st Year	50%	\$10.77	\$3.765*	\$14.535
2 nd Year	60%	\$12.92	\$7.135**	\$20.055
3 rd Year	70%	\$15.07	\$10.495	\$25.565
4 th Year	80%	\$17.22	\$10.495	\$27.715

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Herkimer, Madison, Oneida Counties

		Wage	Benefit	Total
1 st Year	50%	\$12.08	\$2.865*	\$14.945
2 nd Year	60%	\$14.50	\$5.365**	\$19.865
3 rd Year	70%	\$16.91	\$7.865	\$24.775
4 th Year	80%	\$19.33	\$7.865	\$27.195

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

Jefferson, Lewis, St. Lawrence Counties

		Wage	Benefit	Total
1 st Year	50%	\$10.76	\$3.965*	\$14.725
2 nd Year	60%	\$12.91	\$7.245**	\$20.155
3 rd Year	70%	\$15.06	\$10.515	\$25.575
4 th Year	80%	\$17.21	\$10.515	\$27.725

* Welfare, Apprentice, UBC, L&M contributions only

** Full fringe benefit except for 50% Pension/Annuity

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LABOR BULLETIN

June 13, 2003

03-5

LABOR RELATIONS DIVISION
ASSOCIATED GENERAL CONTRACTORS
NEW YORK STATE CHAPTER, INC.
10 AIRLINE DRIVE, SUITE 203, ALBANY, NEW YORK 12205
TELEPHONE (518) 456-1134
FAX (518) 456-1198

I. 2003 WAGE RATE SCHEDULES

A. Carpenter Locals 66 Olean, 229 Glens Falls, 281 Binghamton, 370 Albany and 747 Syracuse effective July 1, 2003.

Theodore J. Czerw
Theodore J. Czerw

WESTERN NEW YORK REGION LRD/AGC
Carpenter Locals 66, 229, 281, 370, 747
2002 - 2007 Highway-Heavy Wage Rate Schedules
Effective July 1, 2003 – June 30, 2004

Local 66 (Olean)
Allegany, Cattaraugus, Chatauqua

Wages	\$23.135
Welfare	3.60
Pension	2.315
Annuity	1.73
Appren.	.30
UBC Funds	<u>.065</u>
TOTAL	\$31.145
Dues Deduction	-4%

Local 229 (Glens Falls)
Clinton, Essex, Franklin,
Hamilton, Saratoga,
Warren, Washington

Wages	\$24.06
Welfare	3.45
Pension	4.15
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$32.025
Dues Deduction	-5%

Local 281 (Binghamton)
Broome, Tioga

Wages	\$24.08
Welfare	3.40
Pension	3.53
Annuity	1.00
Appren.	.30
UBC Funds	<u>.065</u>
TOTAL	\$32.375
Dues Deduction	-1.21
Savings Deduction	-1.00

Local 281
Cortland, Schuyler,
Tompkins

Wages	\$22.55
Welfare	3.60
Pension	2.60
Annuity	3.26
Appren.	.30
UBC Funds	<u>.065</u>
TOTAL	\$32.375
Dues Deduction	-1.21

**Local 281
Cayuga, Seneca, Yates**

Wages	\$22.55
Welfare	3.60
Pension	2.60
Annuity	3.26
Appren.	.30
UBC Funds	<u>.065</u>
TOTAL	\$32.375
Dues Deduction	-1.21

**Local 281
Steuben**

Wages	\$21.29
Welfare	3.30
Pension	4.28
Annuity	1.85
Appren.	.30
UBC Funds	<u>.065</u>
TOTAL	\$31.085
Dues Deduction	-1.17

**Local 281
Chemung**

Wages	\$23.77
Welfare	3.40
Pension	3.55
Annuity	1.335
Appren.	.30
UBC Funds	<u>.065</u>
TOTAL	\$32.42
Dues Deduction	-1.22

**Local 370 (Albany)
Albany, Fulton, Montgomery,
Rensselaer, Schenectady, Schoharie**

Wages	\$23.34
Welfare	3.48
Pension	4.34
Annuity	.50
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$32.025
Dues Deduction	-.93
Vacation Deduction	-1.00

**Local 747 (Syracuse)
Onondaga**

Wages	\$23.43
Welfare	3.00
Pension	3.03
Annuity	2.20
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$32.025
Dues Deduction	-4%

**Local 747
Oswego**

Wages	\$21.53
Welfare	3.40
Pension	4.03
Annuity	2.70
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$32.025
Dues Deduction	-4%

**Local 747
Herkimer, Madison, Oneida**

Wages	\$24.16
Welfare	2.50
Pension	4.00
Annuity	1.00
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$32.025
Dues Deduction	-5%

**Local 747
Jefferson, Lewis, St. Lawrence**

Wages	\$21.51
Welfare	3.60
Pension	3.80
Annuity	2.75
Appren.	.30
UBC Funds	.06
NYS L&M	<u>.005</u>
TOTAL	\$32.025
Dues Deduction	-4%

*Dues or other per hour deduction upon receipt of signed authorization card from employee. Dues deduction where shown as a percentage will be gross wages exclusive of fringe benefits.

Effective July 1, 2004	\$1.35	Gross Increase
Effective July 1, 2005	\$1.35	Gross Increase
Effective July 1, 2006 – June 30, 2007	\$1.45	Gross Increase

Prepared by:
Labor Relations Division
Associated General Contractors
New York State Chapter, Inc.
6/13/03
carpenter wage rates 7- 2003