

K#: 9168

COMMERCIAL BUILDING AGREEMENT

between

**THE EMPIRE STATE
REGIONAL COUNCIL
OF CARPENTERS ON BEHALF OF
LOCAL UNION NO. 85 OF THE UNITED
BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

and the

**CONSTRUCTION
INDUSTRY ASSOCIATION OF
ROCHESTER, NY INC.**

May 1, 2006
to
April 30, 2011

**THE EMPIRE STATE
REGIONAL COUNCIL
OF CARPENTERS ON BEHALF OF
LOCAL UNION NO. 85 OF THE UNITED
BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

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ARTICLES OF AGREEMENT
Between
THE EMPIRE STATE REGIONAL COUNCIL
OF CARPENTERS ON BEHALF OF LOCAL
UNION NO. 85 OF THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA
and the
CONSTRUCTION INDUSTRY
ASSOCIATION OF
ROCHESTER, NY INC.

PREAMBLE

AGREEMENT made this 30th day of May, by and between the Construction Industry Association of Rochester, NY Inc., hereinafter called the Employer, and the Empire State Regional Council of Carpenters on behalf of Carpenters' Local Union No. 85, hereinafter called the Union. This agreement covers the jurisdiction of all of the counties of Monroe, Wayne, Livingston and Ontario, and the townships of Genesee Falls, Castile, Perry, Warsaw, Gainesville, and Pike in Wyoming County, for the purpose of serving the best interests of the community in making building costs as low, stable and certain as possible, consistent with fair wages; for providing means for the peaceful settlement of all grievances, disputes and differences of opinion that may arise between the parties hereto; for the prevention of waste, unnecessary expense, annoyance and delays; and for the advancement of labor and management in skill and productivity. The Union agrees to work the Contractors to formulate a "World Class Quality" attitude and program.

The Union agrees that it will not limit, segregate or classify its membership in any way, which would deprive any individual of employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment because of such individual's race, color, religion or national origin; The Union and Employer agree they will not:

(a) Discriminate against any individual because of his race, color, religion or national origin;

(b) Cause or attempt to cause an employer to discriminate against an individual in violation of this Agreement.

(c) The Employer and the Local 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 non-discrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc., not herein expressly mentioned. He when used herein shall also mean she, and vice versa.

ARTICLE 1

Stewards

Section 1. The Council Representatives shall appoint all Stewards. They shall advise the Employer or his representative of the appointment. Whenever a Steward is appointed, an officer of the Employer must be notified.

Section 2. The Steward shall be employed whenever any work over which the Carpenter has jurisdiction is being performed on the job on which he is Steward. When only one carpenter is required on the job,

it may be the Foreman. (This does not apply to overtime).

Section 3. The Steward shall be allowed sufficient time to perform the duties assigned to him by the Council Representative.

Section 4. When the Employer is dissatisfied with the conduct of the Steward, he shall notify the Council Representative of his dissatisfaction, and it shall be the duty of the Council Representative to take such corrective action as may be necessary. The contractor will file a written summary of his dissatisfaction with the steward to the Council, but the initial complaint need not be in writing for the Council to take corrective action.

Section 5. The Steward shall not be transferred without prior mutual consent of both parties. The Steward shall not be laid off or discharged except for just cause, and then only upon 24 hours notice or by mutual consent.

Section 6. The Steward shall be notified when any hiring, firing or layoff is contemplated.

Section 7. In matters relating to trade jurisdiction, where the question of trade jurisdiction of the Union is involved, the Steward's responsibility is as follows: to report the matter to the superintendent or his representative, and then he shall have a reasonable time to advise a Union Council Representative, who will appear on the job to represent the Union in resolving the dispute. By the above it is intended that Steward is not to make any decisions regarding work stoppages, slowdowns or jurisdictional disputes. Jurisdictional disputes shall be promptly referred to a Union Council Representative.

Section 8. Drug/Alcohol/employee assistance training for Stewards will be developed in the mutual gains bargaining process. Stewards have additional safety responsibilities: Whenever there is a Steward designated for an Employer on a project site, if any Employer representative brings an on-site safety or health situation to the Steward's attention, the Steward will assist in the compliance of covered employees with the Employer's safety and health rules and regulations. In addition, if non-compliance, the Steward shall bring this promptly to the attention of the Employer's senior representative on site.

ARTICLE 2

No Other Agreements

Section 1. There shall be no other agreements expressed or implied between the parties hereto other than as hereinafter set for in this agreement.

Section 2. The Union agrees that during the life of this Agreement it will not grant any more favorable conditions than contained herein to any Employer or Employers in the building construction industry; if so, the Employer shall have the immediate right to adopt, and the Union will grant, the more favorable conditions to all Employers doing the same type of work; providing that nothing in this Agreement shall prohibit the Union from entering into an Agreement for highway and heavy construction work, or an Agreement for residential construction, it being understood, however, that signatories to this Agreement shall be permitted to enjoy the benefits of such agreements when performing work encompassed by them. No workman shall be furnished to any Employer until such time as his bond-

ing obligations have been met and he has signed this Agreement.

The first paragraph in Section 2, above, shall not apply for sixty (60) days in cases where the Union organizes an Employer. Sixty (60) days from the date of organizing an Employer, the provisions of the first paragraph of Section 2 may be enforced by the Association.

A signed copy of any collective bargaining agreement between the Union and Employer under the conditions described above shall be furnished to the Association within fifteen (15) days of signing thereof. This provision shall be used only one time per contractor.

In the event that the Union shall desire to enter into an agreement under different conditions than herein provided for work not in the contemplation of and covered by this Agreement, the Union shall notify the Association of its desire to do so, and the Association shall be given thirty (30) days, following such notice to enter into such an agreement, In the event that it shall fail to enter into such an agreement as herein provided, within such number of days, then the foregoing prohibitive clause shall not be applicable and shall not prevent the Union from entering into the contract so contemplated.

ARTICLE 3

Wages, Fringes and Payday

Section 1. The minimum rate of wages for all carpenters shall be as shown in Appendix A.

A. In addition to the wage rates specified in Appendix A, the Employer shall pay the Welfare/SUB, Pension, Annuity, Apprentice Training, ASP and Labor/Management Education per hour worked and

the Employer deduct dues shown, forwarding the proper amounts to the designated funds office as provided in Article 4.

It is agreed that amounts "to be determined" (T.B.D) shall be distributed amongst wages and existing fringe benefits. The Union, Associations and Employers to be notified in writing at least thirty (30) calendar days before the increase becomes effective. A minimum of 25% of the increase in each year shall be allocated to the Pension, Annuity, and/or Health-Welfare Funds through the life of this agreement.

All fringe benefit contributions shall be fully tax deductible to the Employer and non-taxable to the employee. The Funds must be tax exempt and in full compliance with all Federal and State Laws.

Section 2.

A. All persons covered by this Agreement are to be paid on the job weekly during working hours, not later than Thursday night for the time made up to Midnight Sunday of each week. In any event, no more than four (4) working days shall be held back from the date of the week ending.

B. If required to call at the office or shop for their money, the men shall be allowed sufficient time to get there before quitting time.

C. Discharged employees must be paid off at the time of their dismissal except that by mutual agreement of the Employer and Union, an employee may be paid by check mailed within one business day. If not mailed within one business day, such employee shall be paid an additional twenty-five dollars (\$25.00) for each additional business day the check was not mailed. The date of the postmark is considered the date of mailing.

D. 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. Paycheck stubs or pay envelopes shall show the number of hours worked during the pay period and the Employer's name and address.

Section 3. All layoffs are to be reported to the job Steward and to the employees by the foreman one hour in advance of laying off, for the purpose of picking up tools.

Section 4. State Mandated Coverage. No employee will be allowed to work for any contractor (general or subcontractor) who cannot show proof of unemployment insurance, disability benefits insurance and workers' compensation insurance as required by the laws of the State of New York.

ARTICLE 4

Health & Welfare & S.U.B. Fund; Pension Fund; Annuity Fund; Administration & Safety Program; Apprenticeship & Journeyman Retraining Fund

Section 1. Trust Agreements Labor/Management Education Fund

A. The Agreements and Declarations of Trust of the Rochester Carpenters Rochester Fund, shall be considered a part of this Agreement in the same manner as if fully set forth herein. The Agreements and Declarations of Trust of the Empire State Regional Council of Carpenters Health and Welfare and S.U.B. Fund, Annuity Fund, and the Apprenticeship and Journey-

man Retraining Fund shall be considered a part of this Agreement in the same manner as if fully set forth herein.

B. By the execution of this Agreement all Employers authorize the Association which is a party hereto to designate the Employer Trustees under such Trust Agreements hereby waiving all notice there to and ratifying all actions already taken or to be taken by such Trustees within the scope to their authority as set forth in the Trust Agreements.

C. In the event any provision of this Collective Bargaining Agreement, a Trust Agreement or a benefit plan of one or more said Funds is found to be in violation of any federal or state statute or regulation, the parties hereto, in the case of this Agreement, or the Trustees, in the case of an employee benefit fund, shall take all action necessary to assure the continued recognition of the Funds as a qualified exempt organization contributions to which are fully deductible for tax purposes.

Section 2. Employer Contributions

A. Employer contributions to the funds (Empire State Carpenters Health & Welfare and SUB Fund; Pension Fund, Annuity Fund, Apprentice and Journeyman Retraining Fund, Administration and Safety Program; and Labor Management Education Fund) shall be in accordance with the schedule in Appendix A for each hour worked.

B. Employer contributions must be made by the fifteenth (15th) day of the month with respect to all work performed in the preceding month. Said date shall be referred to as the due date for monthly contributions.

C. The Union may require any Employer which is consistently late or which has less than a thirteen (13)

month record of timely payments to the Funds to pay contributions on a weekly basis. In such a case, the due date for weekly contributions shall be the Tuesday following the Thursday payday defined in Article 3, Section 2.

D. Any employer who has not made contributions within fifteen (15) days of the due date (weekly or monthly) shall be required to pay interest at the rate as specified in the collection policy per month from the first day of the month following the month in which the work in connection with the contribution was performed. The Trustees may also seek any other remedies at law to which the parties may be entitled.

E. The Funds, Union or Association may independently take any action necessary to compel payments of contributions and deductions due under this Article including, but not limited to court action. The right of either the Trustees or the parties to take any action shall not diminish the right of the other to take the same or other actions seeking collection of the amounts due.

F. The Union shall have the right to remove employees from the employ of any Employer who is fifteen (15) days or more delinquent in the payment of all monies determined to be due to the funds. If the Union does remove the employees, they shall not be obligated to again furnish employees unless and until all contributions have been made as required. If it has been determined that an employer is delinquent, said employer will be assessed liquidated damages, accountant fees and attorney fees as outlined in the collection policy of the affected fund.

G. The Union reserves the right to suspend operations of such defaulting Employer to compel enforce-

ment hereof, and the Union shall not be bound by any arbitration or "no-strike" clause in this Agreement in such event.

H. The collection policies of the Trustees of the Pension, Welfare and Annuity Funds are set out as an Addendum to this Agreement.

I. The Council, upon prior discussion and direction of the Board of Trustees and in accordance with the trust documents of the affected funds, shall have the right to allocate, or reallocate at the appropriate times, those wages and contributions properly attributable to those funds provided that purpose of such funds is similar. It is recognized that the specific fringe benefit funds, designated to receive contributions, may be changed during the term of this agreement where a specific Fund has been merged or consolidated into another fund of similar purpose.

Section 3. Bonding Obligations

A. All Contractors shall provide a payment bond equal to one (1) month's contribution with a minimum of \$10,000 and a cap of \$50,000. The Union may waive the surety bond if the contractor pays fringe benefits on a weekly basis. Such Contractors must deposit in advance by certified check at least one week's contribution. Weekly contributions must be received in the Funds' office by the Tuesday following the payday or the Union shall withdraw any worker on Wednesday morning if the check is not received. This provision shall not be reduced by any other requirement for an Employer to post a bond.

B. The Employer hereby agrees that in the event the Employer is more than fifteen (15) days late in the payment of contributions or deductions required herein, the Funds may submit a claim under the bond for the amount in arrears.

C. If a Contractor is not able to furnish a surety bond, they must supply the Union with a Cash Bond in the form of a certified check, guaranteed bank draft, or letter of credit.

D. The Union may waive the surety bond if there is a written guarantee from the Owner or General Contractor that the fringe benefits will be paid by joint check.

Section 4. Dues Deduction

A. Each Employer under signed Agreement with the Union agrees that it will deduct from the salary of any *present or future employee covered by this Agreement* union dues as certified in writing to the Employer by the Union. Dues deduction is shown in Appendix A.

B. The Union will supply the Employer with proper check-off authorization cards executed by the employees, as needed. Any employee who refuses to sign a dues deduction card will be billed directly by the Union, and in the event he or she fails to pay upon billing then the Employer shall enforce the Union Security Clause as outlined in Article 10 of this current collective bargaining Agreement.

Section 5. Manner of Contributions

Contributions and deductions required herein are deemed paid when received by the Funds Office under the payment procedure adopted by the Trustees. Simultaneously with making the said payment of contributions, the Employer shall also file with said bank and the Fund Office, a report setting forth (1) the names and social security numbers of employees covered by the Agreement who have been in the employ of the employer during such calendar month; and (2) the number of hours worked by each employee during said calendar month. Forms for making reports provided for in the Article shall be furnished

to all Employers. Should an Employer not have any hours worked under this Agreement they must still file a negative report by the fifteenth (15th) day of the month following.

Section 6. Audits

By executing this Agreement, all Employers agree to furnish such information concerning their employees as may be necessary for the Trustees to assure compliance with the provisions of this Agreement and the Trust Agreements.

Section 7. Administration and Safety Program

A. Each Employer shall pay to the Administration and Safety Program the amount shown in Appendix A with the fringe benefit payments described above.

B. The Construction Industry Association of Rochester, NY Inc. agrees to establish an Administration and Safety Program for the purpose of meeting all costs to the Association of conducting labor relations, and all matters and problems incidental thereto, on an industry-wide basis in the Greater Rochester Area for the benefit of all members and contractors performing work in said area. The activities to be financed by the funds of the Administration and Safety Program may include any legitimate activity not specifically prohibited below. The Board of Directors of the Construction Industry Association of Rochester, NY Inc., in accordance with its By-Laws, shall administer the fund of the Administration and Safety Program.

C. Anything contained herein to the contrary notwithstanding, there is specifically excluded from the purposes of the Administration and Safety Program the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during periods of work stoppage or strike.

D. Upon termination of payments allocable to the Administration and Safety Program by reason of the expiration of this Agreement, or because of the absence of a contractual obligation upon the Employer to make payments so allocable, or for any other reason, the assets and fund of the Administration and Safety Program shall not be distributed among any Employers, or to the Union, but shall be held by the Association, which shall continue to administer and expend such assets and fund for the purposes, and subject to the conditions set forth in this Section 3.

ARTICLE 5

Apprenticeship – Journeyman Retraining

Section 1. Unless another ratio is established for use of apprentices on publicly-funded projects as provided by NY Labor Law 220, one (1) apprentice may be used for each two (2) journeymen carpenters. On projects requiring only two (2) carpenters, one (1) apprentice may be used with a carpenter foreman. For firestopping / fireproofing work, the apprentice ratio shall be one apprentice to one journeyman. For the purposes of a project, firestopping / fireproofing is considered to be separate from any other carpenter jurisdiction as defined in this agreement (they are two separate projects for the purpose of calculating apprentices). Anyone working at the trade less than four years shall be classed as an apprentice. The wage rates for apprentices shall be as shown in Appendix A.

Section 2. There shall be an Empire State Regional Council of Carpenters Joint Apprenticeship Committee consisting of equal representation by the Employ-

ers and the Union. The authority of the J.A.C. shall include, but shall not be limited to the following:

(a) Administration of the apprentice training program;

(b) Establishment of standards for acceptance of apprentices into the program;

(c) Testing and selection of applicants for apprenticeship;

(d) Determining when, and under what conditions, apprentices shall be advanced to the next pay grade and to journeyman status;

(e) Disciplining of apprentices, including expulsion from the program, who fail to meet the established standards;

(f) Withdrawal of apprentices from an employer, when, in the judgment of the J.A.C., the employer is not providing adequate training;

(g) Establishment of such journeyman retraining programs as the Committee deems appropriate.

Section 3. In order to provide an adequate and properly trained supply of workmen for the area covered by this Agreement, it is agreed by the parties hereto that an Employer employing an average of eight (8) journeymen in a twelve month period may be required to employ one apprentice; for every multiple of eight (8) journeymen employed on an average, the Employer may be required to employ an additional apprentice. Average employment of journeymen shall be taken from the reports submitted by Employers in accordance with Article 4. The J.A.C., based on availability of apprentices and qualified applicants for apprentice training, shall determine when an Employer shall be required to employ apprentices under the terms of this Section.

Section 4. An Employer averaging ten (10) or more carpenters on his payroll in a twelve-month period shall be required to employ at least one carpenter of age 55 or older provided that such men are available for employment and capable of performing the work available.

Section 5. As approved by the State of New York, new hires from the open shop or marketplace will be slotted into the apprenticeship program at a level determined by the Local Union after consultation with the Contractor. Any dispute will be resolved by the J.A.C.

Section 6. 10-Hour OSHA and Hazard Communications training, paid for by the Empire State Regional Council Joint Apprenticeship and Journeymen Training Fund, will be required for all active members.

Section 7. If required by the Joint Apprenticeship Committee, the Employer will also fill out any Sponsor Information Form or other information required by the State of New York Department of Labor relevant to the joint apprentice program.

Section 8: Apprenticeship – Journeyman Retraining

The wage rates for apprentices shall be:

1st Year – 50% of Journeyman's scale plus fringe benefit contributions as shown in Appendix A.

2nd Year – 60% of Journeyman's scale plus fringe benefit contributions as shown in Appendix A.

3rd Year – 70% of Journeyman's scale plus fringe benefit contributions as shown in Appendix A.

4th Year – 80% of Journeyman's scale plus fringe benefit contributions as shown in Appendix A. Apprentices who started prior to the start of this agreement

shall receive 85% of Journeyman's scale plus fringe contributions as shown in Appendix A.

ARTICLE 6

Travel Expenses

Section 1. Transportation of journeymen and apprentices outside the jurisdiction covered by this Agreement shall be as mutually agreed upon by the employer and the employee.

Section 2. It is further agreed that the Employer shall pay for all parking after the initial daily parking fee.

ARTICLE 7

Hours Of Work

Section 1. The five days Monday to Friday inclusive shall constitute the working week. The regular day is eight (8) hours starting between 6:00 AM and 8:00 AM, unless waived by mutual consent. All work performed outside of regular working hours Monday through Saturday shall be paid at time and one-half; work in excess of eight (8) hours on Saturday and all work on Sundays and Holidays shall be paid at double time. If Carpenters work overtime Monday through Friday or on Saturday directly with another trade, which is, paid double time, then Carpenters shall be paid double time.

No work shall be performed on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas, except in case of emergency and with permission of the Carpenters' Union.

Holiday observance for New Year's, Independence, and Christmas: If holiday falls on a weekend and the

federal government has not designated a weekday for observance, then if the holiday falls on a Sunday it shall be observed on Monday, and when the holiday falls on Saturday, it shall be observed on Friday.

For scheduled overtime the Employer must obtain permission from the Union and notify the Union Office prior to working the overtime.

Section 2. On Election Day, the Election Law of the State of New York will be adhered to.

Section 3. It is further agreed to allow Carpenters to stop work five minutes before the regular quitting time when they are working more than three floors above or below the Carpenters' shanty. It is further agreed that Carpenters shall be allowed a full half-hour for lunch. In the event the Union believes that this section is being abused by the Employer, it may petition the Joint Bargaining committee for redress, and the decision of the Joint Committee shall be final and binding upon all signatories to this Agreement.

Section 4. No more than eight hours may be worked on Saturdays, Sundays or holidays unless changed by mutual consent of the parties.

Section 5. In the event a majority of the basic trades are granted a shorter workday, this contract may be reopened at the discretion of the Union for purposes of negotiating the terms and conditions under which Carpenters will be granted the same workday.

Section 6. Any and all persons referred or employed under this Agreement are understood to be hired with the specific understanding that their employment is and continues to be temporary. As such, all work under this Agreement is on a temporary project under-taking for purposes of Section 4(1) of the Workers Adjustment and Retraining Notification Act.

ARTICLE 8

Saturday As A Make-Up Day

Section 1. When less than 40 hours are worked on a job because of time lost due to inclement weather conditions, the Saturday of the same week may be worked at the straight-time rate of pay in accordance with this Article and with the mutual consent of the contractor, the Union and the individual employee.

Section 2. If an employee declines to work on a Saturday as a make-up day, he shall not be discriminated against or be penalized by his Employer.

Section 3. The Union Office shall be notified by 10:00 a.m. on Friday of the Employer's intent to work on Saturday. If permission is not granted by the Union and/or the Union is not notified and the Employer nevertheless works on Saturday, the normal overtime rates shall apply. The Union may request the following Monday a list of Carpenter employees and number of hours worked on the previous Saturday.

Section 4. All Carpenters on the project, employed by the same Employer shall be given the option to work on Saturday under the terms of this Article. No more than the regular number of carpenters working on the project during the week shall be permitted to work on Saturday as a make-up day, unless mutually agreed by the Employer and the Union.

Section 5. In the event an insufficient number of men on a project agree to work on a make-up Saturday, the Employer may transfer Carpenters from another of his projects who are willing to work on Saturday and who have worked less than forty (40) hours during the regular workweek.

Section 6. The Employer shall notify Carpenter employees in advance of his intent to work on Saturday as a make-up day. Employees who agree to work on Saturday shall be guaranteed four hours of work. In the event Saturday work is cancelled or delayed due to inclement weather, employees who report to work shall be paid the greater of (1) reporting pay which is equal to two hours of the employee's basic wage rate (exclusive of fringes) or (2) the employee's regular rate for all hours he is required to remain on the jobsite.

Section 7. It is the intent of the parties that this Article shall not be abused. Any questions regarding its application and interpretation shall be resolved by a Joint committee of the Union and the Association, whose decision shall be final and binding upon all signatories to this Agreement. In the event of a stalemate, the matter will be resolved in accordance with the provisions of Article 16, Arbitration. A Joint committee finding of a second violation by the same Employer, shall nullify Union consent for future Saturday make-up for the violating Employer.

ARTICLE 9

Shift Work

Section 1. An employer may establish two or three 8-hour shifts in a 24-hour period. An employer must obtain written permission from the Union at least 24 hours before working a shift schedule. There shall be approximately the same number of carpenters on each shift.

Section 2. Shift work must be of five (5) consecutive working days duration or the overtime rate shall apply.

Section 3. The first shift may not start before 7:00 a.m. or after 4:30 p.m. The second shift must end no later

than 3:30 a.m. If more than 3 1/2 hours are worked after midnight, the shift will be considered a third shift. Section 4. All shifts will include a one-half hour unpaid meal period.

Section 5. A second shift may be scheduled without a first shift being scheduled.

Section 6. A second shift may be scheduled between 12:30 a.m. and 8:00 a.m. All hours worked on a third shift shall be paid at the rate of eight hours pay for seven hours work.

Section 7. Any time worked Monday through Friday over eight hours on the first or second shift, or seven hours on the third shift, must be paid at time and one-half.

Section 8. (a) Except as set out in subsection (b), all hours worked on Saturday after 8:00 a.m. shall be paid at the rate of time and one-half, and all work on Sunday shall be paid at double time.

(b) Condition for working Sunday night – any work prior to 8:00 p.m. on Sunday night or as mutually agreed upon, shall be paid at double time.

Section 9. No carpenter shall be permitted to work more than one shift during a 24-hour period except by written permission of the Council Representative.

Section 10. On work such as alterations or repairs of occupied buildings or in emergencies affecting life or property where regular prescribed shifts or shifts of specified duration cannot be worked, special provisions shall be arranged between the Employer and the Union.

ARTICLE 10

Union Security

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of their continued employment. All employees in the trade classification covered by this Agreement who are hired after the effective date of this Agreement shall become and remain members in good standing of the Union as a condition of employment after the seventh day following the beginning of their employment or after the seventh day following the effective date of this Agreement, whichever is later.

Section 2. Both parties to this Agreement further agree that in case of any necessary changes brought about by amendments to the Labor Management Relations Act of 1947, or any other laws affecting this Agreement, that both parties shall meet immediately to revise same to comply with the law.

ARTICLE 11

Shop Men

All shop men sent to work outside must have permission of the Empire State Regional Council of Carpenters and shall be governed by the conditions of this Agreement. Shop men shall be paid the wages and fringes contained herein.

ARTICLE 12

Carpenter's Shanty

The Employer, or owner, shall furnish sanitary toilets according to State and City laws and drinking water; also a suitable place for the keeping of men's tools,

clothes and for eating purposes and provided with heat during the winter months, to be used for Carpenters only. The size of the Carpenter Shanty shall be large enough to accommodate the number of Carpenters on the job. It shall be the responsibility of the steward to enforce the provisions of this Article on the job.

ARTICLE 13

Council Representative

The Council Representatives, 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. Such representative shall, if practical, notify the job supervision at the start of the visit. The Empire State Regional Council of Carpenters agrees to provide insurance certificate(s) and indemnification as required by the contract documents for the project to the Association.

ARTICLE 14

Foremen

Section 1. All Carpenter Foremen must be journeyman Carpenters of the trade. When three (3) or more Carpenters are employed, one shall be the Foreman and receive not less than five (5) percent per hour over journeyman's wage and benefit package. When ten (10) or more Carpenters are employed, the Foreman shall receive not less than seven (7) percent over journeyman's wage and benefit package. There shall be a limit of 15 Carpenters per Foreman.

Section 2. All Carpenter Foremen when working with the tools must be journeymen Carpenters of the

trade and must be Local 85 member or mutually agreed upon by council representative and contractor.

Section 3. Foremen must complete a program of supervisory training offered by the JATC that is mutually agreed upon by labor management committee. The curriculum will include at least the following subjects: communications, delegation, customer relations, motivation – getting more out of the already productive employee, discipline – dealing with problem employees, orientation to Total Quality Management, and preventing sexual harassment and other discrimination. Foremen may also be required to complete drug/alcohol abuse awareness and employee assistance training.

ARTICLE 15

Miscellaneous

Section 1. The moving of all tools is to be done by the Employer.

Section 2. All Carpenters are to be allowed a mid-morning coffee break of 10 minutes duration. Men are not to congregate, but are to remain at or near their places of work. If the Employer believes that this privilege is being abused, he shall notify the Union and the Union shall be given 24 hours in which to correct the abuse. If, after giving the Union this opportunity, the Employer believes the abuse to be continuing, he may withdraw the privilege of the coffee break. Should the privilege be withdrawn as provided herein, the Union may refer the matter to the Joint Bargaining Committee, whose decision shall be final.

Section 3. The Employer shall furnish and post proof of compensation, disability insurance and meet all

other requirements as prescribed by Federal and State laws.

Section 4. the Employer shall see that a first aid kit is furnished and kept completely supplied with necessary medical equipment and available for inspection by the Steward.

Section 5. The Employer shall be responsible for the tools and clothing of journeymen and apprentices when they are left in the shanty overnight. When tools and clothing are thus under the safekeeping of the contractor, he shall be responsible for their loss by fire or theft, and shall replace them in kind in the event, of such fire or theft upon proper proof of same.

Section 6. Men who are injured on the job and require medical attention by a physician or hospital shall be compensated for any lost time up to eight (8) hours within a given work day and an effort must be made to return to the job if possible.

Section 7. The Empire State Regional Council of Carpenters Welfare Fund will continue to offer an employee assistance program paid for by the existing Welfare Fund. Employer contributions to the Welfare Fund include an amount to be pooled to cover the cost of medical benefits for employees eligible under the Family and Medical Leave Act of 1993. The Fund will continue to provide such benefits from said pooled amounts.

Section 8. Carpenters must provide tools outlined in the list attached hereto as Appendix B, to be adjusted in the mutual gains process.

ARTICLE 16

Arbitration

During the term of this Agreement any question relating to its interpretation or its violation, with the exception of jurisdictional disputes, shall be submitted to and determined by conciliation and arbitration, it being understood, however, that the plain provisions of this Agreement shall remain fixed during the term of this Agreement. In the event of differences between the parties, all work shall continue without interruption pending proceedings for conciliation, and under the conditions prevailing at the time when the differences may arise. In the event that either of the parties claim the other is violating this Agreement, or is acting contrary to its provisions, or ought for any reason to change its conduct in any particular, such claim shall be reduced to writing and served upon the other.

Two representatives of the Union and two representatives of the Association shall meet at the Construction Industry Association of Rochester within 24 hours of the service of the claim (unless a later time is mutually agreed upon by the Union and the Association) for the purpose of conciliation. The contractor involved in the dispute shall be entitled to representation at such meeting.

When the Union and the Association representatives, by a majority vote, decide a dispute, no appeal may be taken from such decision and the decision shall remain final and binding upon the Union and the employer. If the Union and the Association representatives cannot agree on the adjustment of the dispute, then they shall choose a fifth person to act as Chairman of the Board of Arbitration. Such Board shall hold sessions until such matter submitted to it shall have

been decided. All questions shall be decided by a majority vote of the five arbitrators.

In the event that conciliation is unsuccessful and the Committee cannot agree on the fifth person to act as Chairman of the board of Arbitration, such Board shall request the New York State Board of Mediation to designate a panel member to act as Chairman.

Pending the proceedings herein provided, neither party shall order or permit any walkout, strike or lock-out. A decision reached by arbitration shall be forthwith reduced to writing and a copy thereof served upon each of the parties hereto, and shall be binding upon both sides.

In the event the Association declines to hear the dispute of a non-member of the Association, then the no-strike provisions of the preceding paragraph shall not apply with respect to such dispute.

Jurisdictional disputes shall not be subject to this Article. All questions of trade jurisdiction shall be resolved under the provisions of Article 20.

ARTICLE 17

Duration

Section 1. It is agreed by both parties that this Agreement shall remain in full force and effect from June 1, 2006 to April 30, 2011.

Section 2. If a change in this Agreement is desired by the parties hereto, sixty (60) days notice of the same must be given in writing before the expiration of the Agreement. Failure to serve notice by either party hereto, this Agreement is renewed for a period of twelve months.

Section 3. In consideration of the Employer's consent to a multi-year contract as requested by the Union, together with the other terms and conditions of this Agreement, the Union agrees that each signatory Employer shall have the individual right, in its sole discretion, to terminate its obligations under, and its participation in, the Agreement, at which time the Agreement shall expire with respect to such individual Employer and the Union.

To exercise its right to so terminate this contractual relationship, an Employer must notify the Union, in writing, of said election at least ninety (90) days prior to the first or second anniversary date of the effective date of this Agreement. Such termination of contractual relationship with the Union shall thereafter become effective upon said anniversary date.

ARTICLE 18

Validity Clause

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. It is further agreed that in the event a clause is found to be illegal and must be stricken from the Agreement, both parties shall meet immediately to replace such clause.

ARTICLE 19

Subcontracts

All subcontracts awarded shall be covered by the terms and conditions of this Agreement. The parties intend that this clause be interpreted and applied consistent with existing Federal law.

ARTICLE 20

Trade Jurisdiction

Section 1. The Employer agrees to do all work with journeymen Carpenters and apprentices of the trade, as provided by this Article.

Section 2. The parties agree that it has been the custom and practice of carpenters and Masons to lay-out work from time to time, using surveying instruments such as the transit level, when required. It is understood that these trades shall perform such work as it is assigned to them by the Employer.

Section 3. All subcontractors shall be subject to the procedures of this Article.

Section 4. There shall be no cessation of work at any time on account of jurisdictional disputes, except as provided in Section 6 of this Article.

Section 5. Notwithstanding the claims set forth in Section 7 of this Article, the Employer's obligation in making work assignments shall be in accordance with the following procedures:

A. Where a decision of record applies to the disputed work, or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Agreements and decisions of record are compiled in the "Green Book" published by the Building and Construction Trades Department, AFL-CIO. Where a national agreement between the disputing trades applies, even though not in the Green Book, the Employer shall assign the work in accordance with such agreement.

B. Where no decision or agreement under (a) applies, the Employer shall assign the disputed work

in accordance with the prevailing practice in the locality.

C. If a dispute has arisen prior to the specific assignment of work where no decision or agreement under (a) applies, or where there is no predominant practice in the locality, the Employer shall nonetheless make a specific assignment according to his best judgment after consulting the representatives of the disputing trades and considering any arguments or facts they may wish to present regarding the applicable decisions or agreements of record or practice in the locality. The Employer should also consult any local association of contactors in the locality regarding the established practice.

D. If a jurisdictional dispute arises, the Union agrees that such dispute shall first be submitted to the local Council Representatives of the crafts involved for settlement, and if no understanding or agreement is reached within forty-eight (48) hours, the dispute will be referred to the International Unions involved for settlement. If no agreement is reached on this level within five (5) days, the parties to the dispute may extend the period for settlement to another fixed date, mutually agreed upon. Pending such settlement, the craft performing the work at the time the dispute arises will continue in such capacity until settlement is reached as above provided, it being further agreed that there shall be no stoppage of work in regard to any jurisdictional dispute. Existing International Jurisdictional Agreements and future International Jurisdictional Agreements shall be respected by both parties. In signing this collective bargaining Agreement the parties hereto agree to be bound by the terms and provisions of the Agreement establishing the Impartial Jurisdictional Disputes Board.

Section 6. In the event an Employer is advised and directed, in writing, by an officer of the Association, that a jurisdictional assignment should be made or changed to Carpenters in accordance with a job decision, decision or award of record, or an International Agreement, and the Employer fails to make or change the assignment as directed, such Employer shall be in violation of this Agreement and the Union shall not be bound by the "no-strike" provision of Article 16; provided, that the Association is given 24 hours notice by the Union from the time it is notified of the contract violation in which to obtain compliance by the Employer; and provided further, that the National Labor Relations Board has not made an initial determination in the particular dispute under Section 10 (k) of the Labor Management Relations Act of 1947, as amended.

Where an Employer has been shown by the Union an International Agreement, decision of record or job decision applying to the job in question, the failure of the Employer to comply with such Agreement or decision shall make him liable for lost wages and fringe benefits which would have been paid to employees covered by this Agreement, with such liability to begin 24 hours after the Union has advised the Employer of the applicable Agreement or decision and continue as long as the employer continues his refusal to comply with the Agreement or decision; provided that the Association is given 24 hours notice by the Union of the Employer's failure to comply with the Agreement or decision, during which 24-hour period the Association shall attempt to obtain compliance by the Employer.

The application of the preceding paragraph shall be governed by the provisions of Section 5(d) of this Article.

Section 7. The Employer agrees to recognize the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America that have been established by Agreements with other crafts and awards contained in the Green Book.

The Employer acknowledges the following as the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America. Notwithstanding these claims, however, the Employer's obligation in making work assignments shall be in accordance with provisions of Section 5 of the Article.

A. Jurisdictional claims: Home building and house construction work; commercial and industrial work; the handling, milling, fashioning, joining, assembling, erection, fastening or dismantling of all materials of wood, plastic, metal, fiber, cork and composition, and all other substitute materials; the manufacture of all wood and substitute material, where the skill, knowledge and training of a Carpenter are required, either by the operation of machinery or hand tools, the unloading and handling of all materials; the erection, fitting, plumbing, leveling, aligning and setting of precast concrete pieces; the manufacture and/or production of all concrete pieces made by precasting, poststressing or by prestressing; the unloading, handling and installation of store fixtures; the unloading, handling and placing of all refrigerated boxes and/or cases; the setting, plumbing and bracing of all steel and aluminum sash on open walls and wherever such sash is fastened to wood; the handling erection, placing and/or installation of substitutes replacing the materials normally used by members of the Unit covered by the Agreement and requiring the skills and tools of members of the Unit;

B. The following trade jurisdiction and the work performed by the employees in such categories: Carpenters and joiners, reed and rattan workers, railroad Carpenters, ship Carpenters, caulkers and joiners, bench hands, cabinet makers, stair builders, floor layers (as provided for in the Floorlayer Addendum between the Union and the Association), millwrights (as provided for in the Millwright-Pile driver Agreement between the Union and the Association), box makers, furniture workers, bridge, dock and wharf Carpenters, shipwright and boat builders, car builders and all workers engaged in the running of woodworking machinery, the laying of all canvas roofs and decks, and all insulation workers; and any and all additional work agreed upon between the parties, orally or in writing;

C. Jurisdictional claims: Fabricating, erecting and dismantling of all false work; handling and signaling where power is used for the setting or dismantling of forms or any other material erected by Carpenters; the fabrication and/or setting of all templates, including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts included; all framing in connection with the setting of metal columns; the setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member; the making and setting of all forms used in concrete work; fastening on of all wooden, plastic or composition cleats to iron work or other materials; the erection and installation of all Stran Steel or similar materials, setting and hanging of all sash, doors, inside and outside blinds, windows and other frames; erection or application of all wood shingles, siding wall-board, or sheets composed of wood, wood pulp, plastic, plaster transite or composition materials or any

other material including combined or faced with metal regardless of the manner attached; erection of all wood metal, plastic and composition partitions; the erection of cooling towers and tanks; the installation of rugs, carpets (as provided in the Floor Layer Addendum), draperies and curtains; the installation and handling of laboratory equipment including cabinets and work benches, bookcases and cabinets either separately or used in conjunction with heating and/or air conditioning units, black boards, bulletin boards, bill boards, meter boards and boards of all types; the erection of porcelain enameled panels and metal siding; the assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings; the application of acoustic tile whether glued or nailed; acoustical suspended ceiling in its entirety; all insulation whether nailed, glued or blown; the building and dismantling in their entirety from the ground up of all scaffolds over 14 ft. in height; the building and dismantling of all wood and specially designed scaffold in their entirety; the watching of forms during a concrete pour, where a workman is assigned for such purpose.

D. Installation of all air supported dome structures and apparatus, regardless of use; installation of the Tecktum roof system in their entirety and any similar system regardless of trade or patent name; installation of insulated panels for exterior walls or cooler units, including doors or other apparatus; installation of all corrugated fiber glass siding shall be assigned to Carpenters, that will be attached to wood or steel, installation of all windows, regardless of material, fastening systems or material attached to, shall be the work of the Carpenter; installation and construction of bleacher seats, indoor or outdoor, regardless of material, shall be the work of the Carpenter.

The Carpenters shall perform all work on buildings in conjunction with tunnels that is normally done by Carpenters on any other type of construction.

E. Any members of the Unit covered by this Agreement shall perform such welding and burning work, as is an adjunct to the trade.

F. All firestopping and gaming equipment.

ARTICLE 21

Safety & Health

Section 1. Employers and employees covered by this Agreement shall be governed by the requirements of the Occupational Safety and Health Act of 1964.

Section 2. The Drug-Free Workplace Act of 1988 and other Federal, and/or State rules and regulations will be complied with where applicable. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance (illegal drug), alcohol, or being under the influence is prohibited. Violation of this prohibition will result in disciplinary action up to and including termination.

No random testing shall be permitted.

An employee on the jobsite may be required to submit to a chemical test which demonstrates on-site impairment if a reasonable, objective basis exists to believe that the employee is functionally impaired on the jobsite. A reasonable, objective basis will exist under the following circumstances:

A. A first hand observation is made of the employee's job performance, and documented in writing prior to any tests; and

B. Whenever possible, the employee's conduct or actions indicating alleged impairment should be observed and documented in writing by two supervisors on the jobsite; and

C. A determination is made that the employee's conduct is symptomatic of alcohol or drug impairment by a physician or health care professional qualified to make such a determination following a consultation with the employee.

Persons refusing to submit, under the aforementioned circumstances, to test which complies with the minimum procedural guidelines contained in this Agreement, may be listed as a voluntary quit with no additional explanation permitted.

Section 3. Contractor safety meetings: Every contractor runs, during morning coffee break; preferably weekly. Employer to pay for additional time required during working hours.

Section 4. The "Uniform Drug/Alcohol Abuse Program" which is an Addendum is included herein in full. Five cents (\$.05) per hour is included in the Welfare Fund to cover the costs of this program.

ARTICLE 22

Labor-Management Cooperation

Section 1. The parties agree to hold regular (at least quarterly) discussions to find solutions to the problem of how to get more work for signatory contractors. The agenda should include upcoming projects, owner relations, marketing, employee training, safety and health, cost avoidance and other items of mutual interest.

Section 2. The parties are participants in a multi-trade, multi-employer labor-management Construction

Cooperation and Education Trust, which operates under the name of UNICON. The parties will support UNICON as provided in the UNICON Trust Agreement. UNICON funding is shown in Appendix A.

Section 3: The parties of this agreement agree to fund a labor management committee. The committee is funded as shown in Appendix A.

Article 23

Mobility & Work in Other Areas

Section 1: Mobility: The contractors shall have full mobility throughout Region 4. There is 50 percent mobility throughout the entire Empire State Regional Council of Carpenters. Crews made up of three men or less have full mobility throughout the Empire State Regional Council of Carpenters. The contractor shall notify the local union in order to preserve mobility.

Section 2: The employer agrees that if it performs any work covered under any collective bargaining agreement of the Empire State Regional Council of Carpenters, the Employer shall be bound to the terms and conditions of those agreements applicable to the construction site location where said work is being performed as if it were signatory to the applicable agreement for the duration of the work; said employer shall have no continuing obligation under any terms of the collective bargaining agreement, which shall cease to exist upon the Employer's termination of work in the area and all wages and fringes must be paid in full. This article specifically excludes any reference and the employer will not be bound to section 9(a) of the national labor relations act if included in the local agreement.

The parties having discussed all terms and conditions relevant to this Agreement, there are no other changes.

1. The employer has read the foregoing collective bargaining agreement dated May 30, 2006 and agrees, as an individual employer to be bound by each and all terms, conditions, and provisions thereof.

2. The Employer waives the right to name or participate in the selection of any management trustee to any and all jointly trusted funds provided for in said agreement.

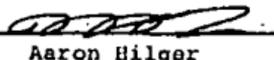
Construction Industry Association of Rochester, New York Inc.

Dated: 5/30/06

Construction Industry Association of Rochester, New York Inc.



Scott Hept
Committee Chairman



Aaron Hilger
Managing Director

Empire State Regional Council of Carpenters


John J. Fuchs

Executive Secretary/Treasurer


Patrick Morin
President


David Haines
Region 4 Director

AGREEMENT

We hereby accept the provisions of the above Agreement. The Union and the Company do hereby agree to abide by and enforce the same.

Company Name

Street Address

City

State

Zip Code

Phone No.

Fax No.

Signature Duly authorized Officer or Representative

Print Name

Title

Workman's Compensation Carrier:

Policy No.

Unemployment Insurance Number

Federal Employer Identification Number

Union Representative, Carpenters' Local Union No. 85

Signature

Print Name

Date

**ROCHESTER CARPENTERS LOCAL
UNION 85 FUNDS, EMPIRE STATE
CARPENTERS FUNDS AND FRINGE
BENEFIT PAYMENT BOND**

WHEREAS, _____ hereinafter
(Name of Contractor)

called "Principal" and, _____
(Name of Insurance Company)

hereinafter called "Surety", are held and firmly bound to Rochester Carpenters Local 85, UBCJA, AFL-CIO ("Union") and the Rochester Carpenters Pension, Empire State Carpenters Funds, Annuity, Health, Welfare, SUB, Labor/Management Education Fund and related Funds ("Funds"), 21 Jetview Drive, Rochester, New York 14624, as Obligee in the sum of _____ Dollars (minimum of \$10,000.00), in lawful money of the United States of American, for which payment, the Principal and Surety bind themselves and each of their heirs, successors and assigns, jointly and severally, firmly by this document.

WHEREAS, the Principal has entered into a Collective Bargaining Agreement with the Union that guarantees contributions will be made to the Pension, Annuity, Welfare and SUB and Apprenticeship Training Fund, Administration and Safety Program, and working dues deduction in the amounts set forth in said contract, on any job within the jurisdiction of the Collective Bargaining Agreement, together with cost to be imposed in the event of employer delinquency including payment of interest at the rate of 2% (two percent) per month on unpaid contributions, liquidated

damages in the amount of 20% of the unpaid contributions, attorney's fees and Court costs;

NOW, THEREFORE, the condition of this obligation is such that if the Principal will pay such sums when due to the Obligee under said Collective Bargaining Agreement or any extension, or renewal of modification thereof, then this obligation shall be void;

OTHERWISE, this obligation shall remain in full force and effect for a period of thirteen months from the _____ day of _____, 20 _____ and shall be renewable by continuation certificate executed by the Surety on any date thereafter.

This bond is executed under the following express condition covering the liability of the Surety hereunder:

1. The aggregate liability of the Surety for all of default of the principal herein shall not come in any event, exceed the amount specified above.

2. The bond may be canceled by the Surety at any time upon giving forty-five (45) days written notice to the Obligee, in which event Surety's liability shall, at the expiration of said forty-five (45) days, terminate, except as to such liability of the Principal as may be accrued prior to the expiration of said forty-five (45) days.

Signed, sealed and dated this _____ day of _____, 20 _____.

Surety

Principal

APPENDIX A: WAGE RATES

	5/1/05	Increase	6/1/06
Journeyman Carpenter			
Base Rate	\$23.11	\$.48	\$23.59
Health & Welfare	5.90	.55	6.45
SUB	.33	0.00	.33
Appr. Training	.36	0.00	.36
A.S.P.	.12	.03	.15
Pension	2.75	0.00	2.75
Annuity	4.25	.05	4.30
L/M Education	.08	.04	.12
Total	36.90	1.15	38.05
*Dues Deduction	1.49	.04	1.53

Foreman: 5/1/05: 1.75 (3-9 men) and \$2.50 (10-15 men)
 5/1/06: 5% total package (3-9), 7% total package (10-15 men)

	5/1/05	6/1/06
First Year Apprentice	\$11.56	\$11.80
Health & Welfare	4.72	5.16
SUB	.33	.33
Appr. Training	.36	.36
A.S.P.	.12	.15
L/M Education	.08	.12
Total	17.17	17.92
*Dues Deduction	.75	.77

	5/1/05	6/1/06
Second Year Apprentice	\$13.87	\$14.15
Health & Welfare	4.72	5.16
SUB	.33	.33
Appr. Training	.36	.36
A.S.P.	.12	.15
L/M Education	.08	.12

Total	19.48	20.27
* Dues Deduction	.89	.92
Third Year Apprentice	\$16.18	\$16.51
Health & Welfare	5.90	6.45
SUB	.33	.33
Appr. Training	.36	.36
A.S.P.	.12	.15
Pension	2.75	2.75
L/M Education	.08	.12
Total	25.72	26.67
* Dues Deduction	1.04	1.07
Fourth Year Apprentice	\$19.64	\$20.05
Health & Welfare	5.90	6.45
SUB	.33	.33
Appr. Training	.36	.36
A.S.P.	.12	.15
Pension	2.75	2.75
Annuity	2.13	2.15
L/M Education	.08	.12
Total	31.31	32.36
* Dues Deduction	1.27	1.30

* Dues Deduction for apprentice carpenters is a percentage of the journeyman's dues.

The following increase per straight time hours worked in the journeyman wage and fringe rate:

Effective	Total Increase	Distribution
5-1-07	\$1.15	TBD
5-1-08	1.25	TBD
5-1-09	1.40	TBD
5-1-10	1.50	TBD

APPENDIX B

General Tool List for Carpenters

- 1 – Hammer, 16 oz. or 20 oz.
- 1 – Nail pouch, leather, or carpenter's overalls
- 1 – Nail bar (pinch bar, wrecking bar, etc.) 18"
- 1 – Chalk box
- 1 – Knife, utility
- 1 – Plumb bob, 12 oz. or larger
- 1 – Rule, retracting steel tape, 16' or longer
- 1 – 4-way screwdriver
- 1 – 24" Level
- 1 – Carpenters Toolbox
- 1 – Pair sidecutters, 8" or larger
- 1 – Speed Square 1 – 2' Framing Square
- 1 – Wrench, adjustable ("Crescent") 12"
- 2 – C-clamps, 4" or larger 1 – Chisel, cold (metal cutting)
- 1 – 6" vise grips
- 1 – compass or Keyhole Saw

Drywall Tools

- 1 – Pair tin snips, straight cut
- 1 – Saw, plunge (sheetrock)
- 1 – Circle cutter
- 1 – Drywall Rasp.
- 4 – Spring Clamps
- 1 – Pop rivet Gun

Finishing Tools

- 1 – Hammer, 12 or 13 oz.
- 1 – Sharpening stone
- 1 – Plain, block, 6" (recommend low angle)
- 1 – Set, paddle bits 1/4" – 1" increments
- 1 – Set, wood chisels, 1/4" through 1", by 1/4" increments

- 2 – Nail sets, 2/32" & 3/32"
- 1 – Scribe, jim or equivalent
- 1 – Countersink, 1/2" or 3/4", wood and metal capacity
- 1 – Saw, coping
- 1 – Wood rasp 6"
- 1 – Tap Handle
- 1 – Backsaw
- 2 – Quick Grip type clamps 12" or larger
- 1 – Awl
- 1 – Set of Allen Wrenches 1/16 thru 5/16
- 1 – Finish Hand Saw
- 1 – T-Bevel

Form Tools

- 1 – Nail puller (cat's claw, sheep's foot)
 - 1 – 8 or 10-point hand saw
 - 1 – Paddle bits – 1/8" increments 1/4" to 1"
 - 1 – T-bevel
- Dry line, 100# test, 250'

Contractor Supplies

- All power and battery operated tools
- 4' and longer levels
- Drill bits
- Blades (all types)
- Taps
- Cords
- All OSHA safety equipment
- Rubber Boots
- Chalk and knife blades
- Whitney Punch
- All other Specialty Tools

Any listed tool required in the performance of assigned work will be obtained and on the job no later than the morning of the third working day.

**ADDENDUM 1:
COLLECTION POLICY ADDENDUM**

**ROCHESTER CARPENTERS
BENEFIT FUNDS**

**POLICY CONCERNING THE
MONITORING OF EMPLOYER
CONTRIBUTIONS AND THE
COLLECTION OF DELINQUENCIES**

I. Monitoring Participating Employers

A. New Employers

1. As soon as possible, but no later than seven (7) calendar days after any employer becomes a signatory to any collective bargaining agreement requiring contributions to be made to any of these Funds, the local union which is a party to that Agreement will forward a complete, signed copy of the collective bargaining agreement to the Funds office together with a completed information form set out as Attachment A. The information provided will assist the Funds Office in monitoring contribution levels from the new Employer.

2. At each quarterly meeting of the Board of Trustees, the Funds office shall provide a list of all new contributing employers and report whether the employer is making timely contributions.

3. A copy of a payment bond in the amount specified in the collective bargaining agreement shall be provided to the Funds office at the same time the signed contract is provided. If the collective bargaining agreement does not require a bond, the information

sheet must explain the reason that no bond is required (e.g. the employer is required to pay contributions on a weekly basis) and set forth any additional payment information (e.g. employer must deposit one week of contributions).

4. In the event that the Funds office receives contributions from an Employer, which reports that it, is a party to an International or General Presidents' Agreement to which the International Brotherhood of Carpenters is a party, the Funds Office will confirm with the local union having jurisdiction over the work that the Employer is currently covered by such agreement. Unless the employer is specifically excused from doing so by the terms of the agreement, the local unions shall secure from the employer written acknowledgement that it agrees to be bound by the terms of the Trust Agreements establishing these Funds and agrees to be bound by the terms of the applicable Local agreement with respect to fringe benefit contributions. In addition, such contributions must be paid weekly as provided in the applicable collective bargaining Agreement.

B. Non-Signatory Employer, Escrow Fund

1. The Funds office shall also report, at each quarterly meeting of the Board of Trustees, whether it has received any contribution from an employer, which does not have on file with the Funds office a signed collective bargaining agreement or as to which the office cannot confirm has in effect a current International or General Presidents' Agreement.

2. Any contributions received by the Funds office from an employer which has neither: (1) a signed collective bargaining agreement on file, (2) a statement by the appropriate employer association that the

employer is covered by an area-wide Agreement negotiated by the employer association, or (3) is not in compliance with the requirements of A.4 above shall be deposited in an escrow account. A notice of such action will be given to the appropriate local union Trustee and office and to the employer within 3 working days. The Local union shall respond to the Funds office as to the contract status of the employer within 3 working days, or as soon as practicable under the circumstances. In the event the employer has a collective bargaining agreement with the local, a copy shall be provided to the Funds office.

3. At each meeting of the Board of Trustees, the Funds office shall give a report with respect to any activity of the escrow account. Such report shall include any transactions even if the matter was resolved prior to the meeting of the Trustees. The Trustees may, at each meeting, direct disposition of any funds in the escrow account pursuant to its Plans and Agreements and Declarations of Trust.

II. Collection of Contributions

A. Contributions as Fund Assets.

In any case in which contributions are deductions from the hourly wages of participants, such deductions (the "contributions") shall be recognized as Fund assets from the time it is administratively feasible to segregate such amounts. In no event shall the segregation of contributions occur after the due date set forth in the collective bargaining agreement.

B. Due Date

The date upon which the collective bargaining agreement requires the contributions to be paid shall be referred to herein as the "due date". Collective bargaining agreements provide that contributions are to

be received by the Funds office either weekly or monthly.

1. **Weekly Payments.** —Unless otherwise provided in the collective bargaining agreement, where the employer is required to make contributions weekly, the contributions must be received by the close of business on the third business day following the pay day for the week in which the work was performed.

2. **Monthly Payment.** Where the employer is required to make contributions monthly, the contributions must be received by the close of business on the 15th day of each month and must cover all work performed in the immediately preceding month.

C. **Notice and Late Charges for Delinquent Contributions.**

1. **General Policy.** The Trustees have determined that any employer's failure to submit required contributions and payroll reports creates serious problems in Fund administration, including inaccurate employee eligibility reports, hampers the Fund's ability to monitor employer contributions and makes Fund collection efforts more time-consuming and costly. Pursuant to the provisions of the collective bargaining agreements, the Funds' respective Agreements and Declarations of Trust and ERISA, the Trustees adopt the following as a penalty in the event of delinquent contributions.

2. **Notice of Late Payment.** In the event that, by the 10th day following the monthly due date, the Funds office has not received from an employer either the contributions required under the collective bargaining agreement or a statement that no employees were employed during the preceding month, the Funds office shall notify the employer by telephone or fax concerning the late payment. The Funds office shall

also notify the appropriate local union. If the employer is on a weekly payment basis, the contact shall be on the next business day after the due date. On the 15th day following the due date, the Funds office shall notify the employer and the local union in writing of the delinquency and inform the employer of its obligation to pay contributions immediately and the imposition of interest and penalties. This notice will be in the form of an invoice if the amount of the delinquent contribution is known or a letter if the amount due is not known.

3. Interest. Any Employer whose contributions have not been received by the Funds office within 15 days of the due date shall be required to pay compound interest of 2% per month on the contributions due. Interest shall be charged from the last day of the month for which the contributions are payable. In the event that an employer fails to include interest when submitting payment more than 15 days after the due date, the payment shall be accepted but the employer will be invoiced for interest due. All unpaid invoices will be reissued monthly showing the compounding of interest, additional unpaid contributions and penalties imposed.

4. Penalty. For the reasons set forth in Paragraph C.1 above, the Trustees and the parties to the collective bargaining agreements have adopted a penalty as authorized by ERISA. Any employer whose contributions have not been received by the 30th day following the due date shall be subject to a penalty equal to 20% of the unpaid contributions. Any amounts collected as penalties shall be used, as directed by the Trustees, for the administrative costs of the collection program or for the benefit of participants suffering a loss as the result of uncollected contributions. The penalty is not subject to interest.

5. Reduction of Penalty. The Funds office or counsel designated by the Trustees may, for good cause shown, reduce the 20% penalty upon receipt of all contributions due together with interest. The Trustees may specifically authorize a further reduction in interest or penalty. The Funds office or counsel shall report to the Trustees with respect to any reduction of the penalty. An employer may only enjoy a reduction of the penalty once.

6. Monthly Delinquent List. On the 10th of each month, the Funds office shall prepare a list of all employers who are delinquent in payment of contributions, known as the "delinquent list". The delinquent list shall be mailed to all participating employers, the local unions, employers' association, Trustees and counsel. The list shall indicate whether an employer has been referred to counsel for further collection procedures. In the event that any participating employers are required to make contributions on a weekly basis, and are delinquent in such payments, the Funds office shall prepare a weekly delinquent list, which shall be mailed to all participating employers, the local unions, and Funds counsel.

D. Audits of Employer Payroll Records.

1. The Trustees have adopted a program under which the payroll records of each Employer are periodically audited to assure accuracy of contributions. The schedule for such audits is set out in Attachment A. Amounts reported as underpayments as a result of an audit shall be considered as unpaid contributions subject to collection in accordance with this Policy.

E. Collection Procedures.

1. Reference to Counsel. If a delinquent Employer has not fully complied with the Funds office's request

for payment within 45 days of the due date, the administrative manager or her designee shall refer the collection matter to counsel designated by the Trustees for further action.

2. Demand Letter. Upon referral of the delinquent account, counsel may, in her discretion, send a letter to the delinquent employer advising the employer that if the delinquency is not cured within ten (10) calendar days, an ERISA suit will be filed in Federal Court seeking delinquent contributions, accrued interest, accrued late charges, audit costs, reasonable attorney's fees and such other legal or equitable relief.

3. Legal Action. Counsel is authorized to file a suit in the name of the Funds or in the name of the Trustees to collect all sums owed the Funds, including accrued interest, late charges, etc. Counsel may also join claims which the association or local union may have in connection with the hours of work which are the subject of the suit provided that the association or local union authorizes such suit and provided further that any additional costs incurred by such claims be paid by the respective party.

4. Decision Not to Commence Action. If counsel determines not to commence a lawsuit because of the unique issues involved or where the cost of litigation would exceed any likely recovery, she shall notify the Chairman and Secretary of the Board of Trustees and state the reasons therefore. The Chairman and Secretary, if they so agree, are authorized to direct counsel in such a situation.

5. Settlement. Subsequent to filing of a suit, counsel is authorized to enter into a settlement which incorporates the elements of interest and damages set forth in the policy provided that the settlement also requires

the delinquent employer to make current monthly payments. The Chairman and Secretary of the Board of Trustees may authorize counsel to enter into a settlement of a suit on such other terms as they deem prudent.

6. Cooperation in Related Litigation. Counsel may join in actions commenced by other parties as necessary or appropriate to pursue collection of contributions.

III. Collection Committee

The Trustees hereby establish a Collections Committee consisting of the chairman and Secretary of the Boards of Trustees or their designees. The committee shall meet prior to the quarterly meeting of the boards for the purpose of hearing reports from the Funds office and counsel concerning collections. The committee may act on all collection matters arising between meetings of the Boards with respect to this policy and shall report to the Boards on any matter requiring Board action. At the request of either member of the committee, a matter not requiring Board action may be brought before the Board.

ATTACHMENT A

AUDIT SCHEDULE FOR PARTICIPATING EMPLOYERS

Scope of Audit

Each employer shall be required to make available at its facility or at the offices of the Fund, originals or acceptable copies of the following documents with respect to all persons on whose behalf contribution are made to the Funds for the period covered by the audit. If requested by the auditor, such documents will also be produced with respect to all of the employer's non-managerial employees:

Payroll Register reflecting hours worked and earnings

Monthly or weekly reports submitted to the Fund office

Other documents relating to payroll as requested by the auditor (e.g. quarterly tax reports)

Schedule of Audits.

The Trustees have determined that more frequent audits of employers which do not have an established record of prompt and correct payments of contributions provides the most efficient basis for scheduling audits.

1. All participating Employers will be audited routinely every two years. All routine audits will be conducted to date to the extent possible, unless otherwise directed.

2. All new Employers shall be audited after participating for six months and again after one year. Audits will be performed biannually thereafter.

3. Any Employer three or more months in arrears shall be audited.

4. Any Employer which is found, on any audit, to have underpaid the Funds by 10% or more shall be audited one year after the initial audit.

5. Any Employer which goes out of business, withdraws from the collective bargaining relationship, unilaterally imposes terms and conditions of employment following negotiation impasse or files for protection pursuant to the Bankruptcy Code shall be audited within three months.

Note: The Collection Policy Addendum is part of this Agreement to provide the information to the Union and Contractor. Please note that the Trustees (which include Management and Labor Trustees) may at any time agree to make changes to the above noted Collection Policy.

ADDENDUM 2: FLOORLAYER CONTRACT

Section 1: The Floorlayer addendum only applies to contractors that sign this addendum. Signing the Empire State Regional Council of Carpenters Local 85 Agreement does not obligate the contractor to the Floorlayer addendum.

Section 2: Jurisdiction: Work consisting of cutting and/or forming of all materials in preparation for installing on floors, walls and ceilings, except acoustical tile; the installation of all hardwood floors including strip, square edge, parquet, flat surface wood blocks, plank floors and all sanding, finishing and refinishing of old floors; the installation of all resilient floor, wall and ceiling materials to include all carpet, cork, linoleum, rubber, asphalt, vinyl, seamless floors and all other similar materials in sheet, interlocking, liquid or tile form, the installation of all artificial turf, the installation of all carpets, including the cutting and/or fitting of; the installation padding and all preformed resilient floor coverings; the installation of all devices for the attachment of floor, wall and ceiling coverings; track sewing of carpets, drilling of holes for sockets and pins; putting on dowels and slats; the installation of underlayments, sealants, patching compounds in preparations of floors, walls and ceilings; the unloading and handling of all materials to be installed, and the removal of all materials; cleaning; waxing and vacuuming in preparing floor when contracted for by the Contractor, shall be done only by employees covered under this Agreement. Removal of flooring material to be performed by Floor Contractor. Also all Lettering, logos, and artwork on floors.

Section 3: Unless specified in the Floorlayer Addendum, all terms, working conditions and requirements are the same as those in the Local 85 Agreement.

Section 4. When the hall is called, the first man dispatched shall be the steward.

Section 5. Foreman Differential: If more than two men are hired out of the hall, a foreman shall be appointed and paid twenty-five (\$0.25) cents per hour in addition to journeyman's wages and fringes.

Section 6. All floorlayers shall have an OSHA 10 hour card by June 1, 2007. The training shall be paid for by the Empire State Regional Council Apprenticeship.

Section 7: All apprentices indentured after June 1, 2006 shall be paid the same percentages as carpenter apprentices. Apprentices indentured before June 1, 2006 shall be paid the percentages shown in the previous agreement.

Section 8: The following increase per straight time hour worked in the Labor wage and fringe rate:

Date Effective	Total Settlement	Distribution
June 1, 2006	1.25	.02 L/M Education .03 ASP Balance Per Union
May 1, 2007	1.20	TBD
May 1, 2008	1.20	TBD
May 1, 2009	1.20	TBD
May 1, 2010	1.20	TBD

Section 9: Wage breakdown.

	<u>5/1/05</u>	<u>Increase</u>	<u>6/1/06</u>
Journeyman Floorlayer			
Base Rate	\$21.85	\$.43	\$22.28
Health & Welfare	4.70	.55	5.25
Appr. Training	.36		.36
A.S.P.	.10	.03	.13
Pension	1.25	.20	1.45
Annuity	4.25		4.25
L/M Education	<u>.00</u>	<u>.04</u>	<u>.04</u>
Total	\$32.51	\$1.25	\$33.76
*Dues Deduction	\$.66		\$ 1.01

Foreman: 6/1/06: .25 if two men called from the hall.

First Year Apprentice		
(6/1/06 new 50%)	\$13.11	\$11.14
Health & Welfare	4.70	5.25
Appr. Training	.36	.36
A.S.P.	.10	.13
L/M Education	<u>.00</u>	<u>.04</u>
Total	\$18.27	\$16.92
*Dues Deduction	\$.65	\$.51

Second Year Apprentice

(new 60%)	\$15.30	\$13.37
Health & Welfare	4.70	5.25
Appr. Training	.36	.36
A.S.P.	.10	.13
L/M Education	<u>.00</u>	<u>.04</u>
Total	\$20.46	\$19.15
* Dues Deduction	\$.65	\$.61

Third Year Apprentice

(new 70%)	\$17.48	\$15.59
Health & Welfare	4.70	5.25
Appr. Training	.36	.36
A.S.P.	.10	.13
Pension	.63	.72
Annuity	2.12	2.13
L/M Education	<u>.00</u>	<u>.04</u>
Total	\$25.39	\$24.22
* Dues Deduction	\$.65	\$.71

Fourth Year Apprentice

(new 80%)	\$19.67	\$17.82
Health & Welfare	4.70	5.25
Appr. Training	.36	.36
A.S.P.	.10	.13
Pension	1.25	1.45
Annuity	4.25	4.25
L/M Education	<u>.00</u>	<u>.04</u>
Total	\$30.33	\$29.30
* Dues Deduction	\$.65	\$.81

Effective 5/1/07 \$1.20 increase, 5/1/08 \$1.20 increase,
5/1/09 \$1.20 increase, 5/1/10 \$1.20 increase per hour for
journeyman carpenters

* Dues Deduction for journeymen is 3% of total wages and

fringes on an hourly basis (Foreman/superintendents dues are same rate as journeymen)

*Dues Deduction for apprentice carpenters is a percentage of journeyman's dues

Section 10: Addendum 2 will be reviewed in one year following the effective date of this agreement.

FLOORLAYER AGREEMENT

We hereby accept the provisions of the above Floorlayer Agreement. The Union and the Company do hereby agree to abide by and enforce same.

COMPANY NAME

AUTHORIZED REPRESENTATIVE

TITLE

UNION REPRESENTATIVE

DATE

