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# MASTER AGREEMENT

43 pp.

Between

**THE EMPIRE STATE  
REGIONAL COUNCIL OF CARPENTERS**

270 Motor Parkway, Department A  
Hauppauge, N.Y. 11788

and the

**CONSTRUCTION CONTRACTORS ASSOCIATION  
OF THE HUDSON VALLEY, INC.**

330 Meadow Avenue,  
Newburgh, N.Y. 12550

June 1, 2002 through May 31, 2006



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**THE EMPIRE STATE  
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270 Motor Parkway, Department A, Hauppauge, N.Y. 11788

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**CONSTRUCTION CONTRACTORS ASSOCIATION  
OF THE HUDSON VALLEY, INC.**  
330 Meadow Avenue, Newburgh, N.Y. 12550

June 1, 2002 through May 31, 2006

Also

**APPLICABLE TO ALL CONTRACTORS NOT MEMBERS  
OF THE ABOVE ASSOCIATION**

**EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS**

**Branch Offices:**

Carpenters Local 19	52 Stone Castle Road, Suite 1 Rock Tavern, New York 12575 Telephone: 914-565-5068 Fax: 914-565-6078
Carpenters Local 281	23 Market Street Binghamton, New York 13905 Telephone: 607-729-0224 Fax 607-729-2087
Carpenters Local 370	890 Third Street Albany, New York 12206 Telephone: 518-438-1905 Fax: 518-438-1906

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**Voucher Purchase:**

For Columbia, Dutchess, Greene, Orange,  
Sullivan and Ulster Counties

52 Stone Castle Road, Suite 2  
Rock Tavern, New York 12575  
Telephone: 845-567-9500 Fax: 845-567-0350

**Monthly Remittance:**

For Chenango, Delaware And Otsego Counties

52 Stone Castle Road, Suite 2  
Rock Tavern, New York 12575  
Telephone: 845-567-9500 Fax: 845-567-0350

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**MASTER AGREEMENT BETWEEN**  
**THE EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS**  
**and the**  
**CONSTRUCTION CONTRACTORS ASSOCIATION**  
**OF THE HUDSON VALLEY, INCORPORATED**

**RECOGNITION**

This Agreement is entered into by the CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, INC., on behalf of their members who employ or may employ unit employees and THE EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS, hereafter referred to as the "Union". The Union recognizes the Association as the exclusive bargaining representative of all employer-members of the Association. The Association recognizes the Union as the sole and exclusive collective bargaining representative of all carpenters and piledrivers employed by the Employer in the performance of all work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

The parties agree that the collective bargaining unit covered by this agreement is a single multi-employer bargaining unit consisting of employers represented by the Construction Contractors Association of the Hudson Valley, Inc. that is bound to this agreement, including any individual employers who are not members of the Construction Contractors Association of the Hudson Valley, Inc., but who sign the agreement or agree to be bound to it.

The Empire State Regional Council of Carpenters recognizes the Construction Contractors Association of the Hudson Valley, Inc. as authorized to act in collective bargaining negotiations for all their members and for non-member employers who agree to this agreement

The Employer is satisfied and acknowledges that the Council has claimed and demonstrated that the Council has majority support and represents a majority of the Employer's Employees in an appropriate bargaining unit for purposes of collective bargaining. Accordingly, the Council demands recognition, and the Employer recognizes the council, as the exclusive bargaining agent under Section 9(a) of the NLRA for all of its Employees within the contractual bargaining unit.

Employers who sign independently recognize a single-multi employer collective bargaining unit through the Construction Contractors Association of the Hudson Valley, Inc. ("Association"). In such case, each employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of this Association. A withdrawal of such bargaining authority given to the Association by any independent signatory shall only be effective if in writing and received by the Association and the Council more than ninety

(90) days prior to expiration of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

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

## **PREAMBLE**

The Employer is desirous of employing carpenters and joiners and all subdivisions of the *United Brotherhood of Carpenters and Joiners of America in the Construction Industry* and appurtenances thereto within the Territorial Jurisdiction of this Agreement.

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 workers; 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 hereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible, consistent with fair wages & proper working conditions as provided for hereunder.

## **CARPENTER-JOINERS**

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### **ARTICLE ONE**

The term "Carpenter" and "Joiner" are synonymous, and either case shall mean one who prefabs or constructs forms for footings or foundations of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material. The erecting of structural parts of a house, building, or structure made of wood or any substitute such as plastics or composition materials, who puts together roofs, partitions, fabricates and erects forms for decking or other structural parts of houses, buildings, or any structure and dismantling of all forms. The term employee is synonymous with Carpenter and Piledriver.

### **JURISDICTION (GEOGRAPHICAL)**

#### **ARTICLE TWO**

Section (a). The geographical jurisdiction of this Agreement shall be comprised of the following nine (9) Counties in the Empire State Regional Council of Carpenters: Chenango, Columbia, Delaware, Dutchess, Greene, Orange, Otsego, Sullivan, and Ulster.

Section (b). Hotel Maintenance Agreements, Private Residential Agreements, and Shop Agreements of the Empire State Regional Council of Carpenters are separate and apart from this Master Agreement.

**DURATION OF AGREEMENT  
ARTICLE THREE**

Agreement shall become effective on June 1, 2002 and shall remain in effect until May 31, 2006 and shall continue thereafter from year to year unless either party notifies the other party in writing not more than ninety (90) days nor less than sixty (60) days prior to May 31, 2006 or not more than ninety (90) days or less than sixty (60) days prior to any anniversary date thereafter that either party desires to modify this Agreement.

**COUNCIL REPRESENTATIVE  
ARTICLE FOUR**

The Council Representative or any other authorized representative of the "Union" shall be allowed to visit the jobs of any Employer and interview the employees during working hours, but he shall contact the foreman or employer representative before so doing.

**UNION SECURITY  
ARTICLE FIVE**

Section (a). The Empire State Regional Council of Carpenters agrees to furnish, through its office and/or its affiliated Local Union(s) having jurisdiction, competent journeymen selected for reference to jobs upon a non-discriminatory basis, such furnishing to be made upon request of the Employer and with the Employer retaining the right to reject or accept the applicants for employment.

Section (b) The Empire State Regional Council of Carpenters agrees that its office and/or its affiliated Local Union(s) having jurisdiction in the locality of the performance of work will maintain appropriate registration facilities for the listing of persons possessing the skills required for the performance of work by the Employers. The Employer may employ applicants directly at the job site. In such event the Employer will notify the Regional Council or Local Union(s), of the names and classifications of all individuals hired and the dates of such hirings.

Section (c). It shall be a condition of employment that the employees of any Employer covered by this Agreement who are members of the United Brotherhood in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement, or who are hired on or after its effective date, shall, on the 8th day following its effective date, or the 8th day following the beginning of employment (whichever is later) become and remain members in good standing.

Section (d). It is the intention of the parties that hiring procedures under this Agreement shall conform strictly to the requirements of State and Federal Law, and that this Agreement shall provide the maximum union security permitted by law. Therefore, during the life of this Agreement, if the requirements of the law governing hiring procedures or union security are changed, either party may, upon notice to the other, re-open this Agreement for the purpose of incorporating herein such changes as may be required or permitted by law.

## GRIEVANCE AND ARBITRATION ARTICLE SIX

Section (a). During the term of this Agreement, any question relating to its interpretation or any dispute arising from any provisions shall be subject to the following grievance and arbitration procedure, it being understood that this clause shall not be used for the purpose of determining subjects relating to trade jurisdictions. (See: ARTICLE SEVEN)

1. The Job Steward or Council Representative shall attempt to resolve the dispute on the job with a senior representative of the Employer.
2. In the event that the dispute is not resolved by Step (1), the Council Representative and a Representative of the Association shall meet within 48 hours and attempt to settle the dispute.
3. Should Step (2) not resolve the issue in dispute, the two parties to the Agreement shall each appoint three members to form a Joint Committee to hear the dispute and a decision by a majority of the Joint Committee shall be final and binding on the parties.
4. In the event that the Joint Committee is unable to decide the dispute, either party may request arbitration by submitting in writing, with a copy to the other party, a request to the New York State Board of Mediation or the American Arbitration Association for a panel of arbitrators, one of whom shall be selected by the Joint Committee. The decision of the Arbitrator shall be final and binding on all parties concerned. The expenses of the arbitrator shall be borne equally by the two parties to this Agreement.

Section (b). During the term of this Agreement, and during the period of hearing grievances and arbitration, neither party shall order or sanction any lockout, strike or other work stoppage or slowdown. Further, the Union shall not aid, support or permit unauthorized strikes, slowdowns or work stoppages by their members.

## JURISDICTIONAL (DISPUTES-PROCEDURES) ARTICLE SEVEN

Section (a). In the event of a jurisdictional dispute, the procedure to be followed is:

1. The respective crafts shall attempt to resolve the dispute.
2. In the event that Step 1 fails, the dispute will be referred to the International Unions involved for settlement
3. Under no circumstances shall the Employer be required to accept a resolution of such dispute which by its terms would create duplication of efforts or costs or dual craft jurisdiction of the work to be performed.

Section (b). The parties shall adhere to the Agreement known as the Construction Industry Plan for Settlement of Jurisdictional Disputes, (or any successor plan for the settlement of jurisdictional disputes), negotiated between the Building Trades Department and major national associations of contractors. Pending an orderly resolution of the dispute as provided therein, there shall be no work stoppages, strike or refusal to refer men to the project. Disputes concerning jurisdiction shall not be subject to the grievance and arbitration procedures otherwise provided in this Agreement.

Section (c). 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, awards contained in the Green Book or as a result of decision by the National Joint Board for the Settlement of Jurisdictional Disputes, or decisions of any successor body established for the settlement of jurisdictional disputes.

Section (d). The Employer agrees to abide by the Trade Rules of the Regional Council. If any provision of the Trade Rules conflict with this Agreement, the terms of the Agreement shall prevail.

## **FOREMEN-GENERAL FOREMAN ARTICLE EIGHT**

Section (a). All Foremen and General 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.

Section (b). Foremen are designated Party Chiefs in Line and Grade work. A Party Chief supervises and directs Employees involved in layout with instruments.

Section (c). A Foreman shall not act in the dual capacity of a job superintendent.

Section (d). General Foreman must be designated by the Employer when there are three (3) or more foremen employed on the job.

Section (e). All Foremen and General Foremen in each classification shall be guaranteed a minimum of thirty-five (35) or forty (40) (whichever applicable) single time hours per week except for the first and last week, when his/her pay may start at the commencement of the job and be terminated at the completion of the job. All work performed outside of the regular working hours shall be paid at overtime rates.

Section (f). When five (5) carpenters and/or apprentices are employed, one shall be designated as a foreman. He/she shall be responsible for the laying out of work and to assign work to respective workers. The foreman shall be permitted to work with journeymen's tools at the discretion of the employer.

Section (g). No foreman shall have more than fifteen (15) carpenters under his/her direct supervision.

Section (h). On all work coming within the jurisdiction of the Piledriver, the first piledriver on the job shall be the foreman. (NOTE: See ARTICLE TEN for crew requirements).

**HEAVY-HIGHWAY WORK (DEFINITION)  
ARTICLE NINE**

Section (a). This Agreement shall cover all heavy and highway construction which shall be all work performed and work in conjunction therewith as set forth below:

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

Section (c). 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, dams, reservoirs, docks, piers, jetties, locks, dikes, levees, channels, breakwaters, harbors, airports, railroads, highways, streets, bridges, and similar structures, piledriving, abutments, retaining walls, transmission lines, duct lines, pipe lines, sewers, water mains, industrial sites, school sites, and athletic fields, cement manufacturing plants and appurtenant work, nuclear power plants and appurtenant work, hydroelectric power plants and appurtenant work, wind powered generating facilities, solar energy power plants, coal fired power plants, oil fired plants, garbage fired power plants, geothermal power plants, sewage treatment projects, pumping stations, toxic waste sites, pure water projects and water power developments, whether built above or below ground, and all site work connected with same.

Section (d). It is understood that where "industrial sites" are mentioned in the preceding ~~paragraph as included with 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, tunnels and open cut trenches; also construction of water lines and sewers to the building line.

Section (e). Building construction is defined as all work done within the building proper.

**PILEDRIVER  
ARTICLE TEN**

Section (a). For wage rates of the piledriver, see: ARTICLE SIXTEEN

Section (b). For hours of work and overtime: see ARTICLE FIFTEEN - Sections (a) - (d).

Section (c). The geographic jurisdiction of the piledriver is all of the area covered under this Agreement.

Section (d). Crew Sizes:

1. In the installation of bearing piles, there shall be a crew of not less than four (4) piledrivers and a foreman.

2. On the driving of sheet piling, there shall be a crew of not less than four (4) piledrivers and a foreman.
3. On the pulling and/or extracting of sheet piling or any other types of piles, there shall be a crew of not less than four (4) piledrivers and a foreman.
4. Skid rigs and roller rigs shall have a crew of not less than five (5) piledrivers and a foreman.
5. On floating derricks used for driving of piles there shall be a crew of not less than five (5) piledrivers and a foreman.
6. A worker employed primarily as a welder shall be in addition to the crew as provided in Section (d), (1-5).
7. In clamshell work, where obstruction exists to the driving of piles, or where the crane is working over piledrivers, a piledriver shall be used as a signalman and tagline man.
8. It is agreed, however, that in the event that the employer or union feel that more or less piledrivers are required for the work to be performed, then this matter shall be resolved between the employer and union, by mutual consent.
9. Pile load testing equipment shall be erected, operated, maintained and dismantled by piledrivers.

## DIVERS ARTICLE ELEVEN

When the services of Divers are required, the Divers and Tenders shall work under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

The minimum crew size required for both self-contained underwater breathing apparatus (SCUBA) diving and surface-supplied air diving shall be a three (3) member crew. The crew shall consist of the following:

1. Commercial SCUBA diving crews shall consist of a designated person-in-charge (DPIC) who will tend the line, a stand-by diver, and a line tended diver. The stand-by diver may be the DPIC as long as the tender is qualified to take over the duties of the DPIC if the DPIC must go into the water.
2. Commercial surface-supplied air diving crews shall consist of a DPIC, a tender, and a continuously tended diver. Dives below 99 feet (3 atmospheres) shall require a fourth crewmember that shall be a stand-by diver. Also, based upon the requirements of OSHA standard 1910.421 (d), "Planning and Assessment", the hazard analysis/assessment of the dive may dictate the use of a stand-by diver even though not specifically required (e.g. underwater debris, suction, no free access to the surface, possibility of diver entanglement).
3. The diving rate(s) shall include the divers' personal support gear, excluding his/her air. If a diver furnishes his/her own air, and it meets all applicable standards, he/she shall negotiate a rental fee for such equipment with the Employer.

*Wage rates applicable to such work are found under Article Sixteen*

**CONDITIONS OF EMPLOYMENT**  
**ARTICLE TWELVE**

Section (a). 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.

Section (b). All employees covered by this Agreement are to receive the New York State Record of Employment Form I-A according to the Laws of the State of New York within twenty-four (24) hours, excluding Saturday, Sunday and holidays at the termination of employment.

Section (c). The time honored custom of a "Coffee Break" shall be permitted during the morning working hours with the mutual understanding that this custom shall not be abused by the employee or employer. A coffee break shall be permitted in the late afternoon if the job is to work eight hours or more.

Section (d). Every employer shall provide a weather tight building or room large enough to accommodate the employees covered by this Agreement, for use as a tool room and shelter. This room shall be provided with a table and benches for use during lunch time for their use.

Section (e). A crib for employees tool boxes shall be provided. The crib shall be fitted for a padlock to be furnished by the employees on the job. When tools and clothing are left in said crib or 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 dollar amount that any employee may claim for a loss under this provision shall not exceed Five Hundred (\$500.00) for Carpenters, and Two Hundred (\$200.00) for Piledrivers. A claim must be itemized, in writing, and sworn to before a Notary Public. Employees shall be responsible for their own negligence.

Section (f). 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 and a sufficient supply of disposable drinking cups.

Section (g). Toilet facilities shall be provided or made available in a sufficient number to accommodate all employees on the basis of at least one (1) unit for every thirty (30) persons or fraction thereof. Such facilities shall consist of water closets but chemical toilets or privies may be provided instead of water closets where water and sewer connections are not readily available. Toilet facilities shall be maintained in a sanitary condition and must comply with OSHA standards.

Section (h).

1. All shop employees sent to work on the job site shall be governed by the conditions of this Agreement.

2. The Laser, when used on work within the trade jurisdiction of the U.B.C., shall be considered a tool of the trade and operated by employees covered by this Agreement.

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

Section (j). All special tools and/or equipment of any nature shall be furnished by the Employer.

Section (k). The Employer shall furnish all files and grinders. All filing and sharpening of tools shall be done by Journeymen or Apprentices. The Union shall permit the filing or sharpening of tools to be done off the job site providing the above shall be done by a member of the Brotherhood.

Section (l). The Employer shall supply the necessary raingear and boots when conditions warrant their use. This raingear shall remain the property of the Employer and must be returned upon request, or in the absence of a request at no later time than the employee's termination of employment. The employee shall be financially responsible for the equipment not returned; the amount not to exceed Twenty-five Dollars (\$25.00).

Section (m). 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.

Section (n). An employee injured at work, shall be paid full wages and wage supplements for the time spent receiving medical attention on the day of the injury. If a "Doctor" certifies that said employee is unable to return to work on the day of the injury, the employee shall be paid full wages and wage supplements for the day.

Section (o). The Employer will endeavor to provide proper parking facilities as near the job site as possible.

Section (p). Welding is an adjunct to the trade. The welding torch, the electric welder and any other type of welding instruments are tools of the trade.

Section (q). All welding gear, welding and burning equipment, gloves, sleeves, helmets and goggles are to be supplied by the Employer.

Section (r). Instruments such as transit, level, theolite, laser when used as an instrument, piezometer when instrumented and fathometers when used on work within the trade jurisdiction of the U.B.C. shall be considered a tool of the trade.

Section (s). All layout equipment including instruments named in (r) rods, etc. shall be supplied by the Employer.

Section (t). Workers employed in areas protected from the weather may be required to remain at work.

Section (u). 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.

Section (v). Whenever concrete is being poured, a minimum of one (1) carpenter shall be designated to watch the forms and make necessary adjustments during the pouring. Any additional carpenters that may be required shall be the decision of the employer.

### **DISCHARGE NOTICE ARTICLE THIRTEEN**

Employees shall upon discharge, receive one (1) hour notice with pay for the purpose of collecting or sharpening of his/her tools. It is understood that he/she shall remain on the job to the normal quitting time. If discharged at the end of the regular hours of work he/she shall receive one (1) hours pay at the straight time rates in lieu of notice. Upon discharge, he/she shall be paid in full.

Any employee who does not receive his/her wages in full upon discharge or before quitting time shall be paid waiting time at straight time rate, including benefits, for each hour of waiting until he/she is paid in full including the waiting time hours, not to exceed two (2) days pay for waiting time.

### **HOLIDAYS ARTICLE FOURTEEN**

Section (a). The following days shall be considered Legal Holidays on Commercial and Building work.

New Year's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Day

Section (b). No work shall be performed on the above mentioned legal holidays without the permission of the Union. All work performed on the above mentioned legal holidays shall be at double the straight time rates for the regular hours of the regular work day.

Section (c). If carpenters, piledrivers, or apprentices are laid off on holidays observed by other trade unions, the Employer agrees to compensate such employees for a regular days wages at straight time rates.

Section (d). All employees shall receive all of the rights, privileges and benefits on Election Day to which they are entitled under Federal and State Laws.

Section (e). 1. The following days shall be considered Paid Holidays on Heavy and Highway work (as explained in ARTICLE NINE of this Agreement).

New Year's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Day After Thanksgiving

Christmas Day

2. Carpenters and Piledrivers engaged in Heavy and Highway work (as explained in ARTICLE NINE of this Agreement) who are employed during the five (5) work days immediately preceding a Holiday or during the five (5) work days immediately following

the Holiday shall be paid for such holiday at regular rates, including benefits, regardless of the day of the week on which the said holiday falls.

Section (f). Where a holiday falls on a Sunday, it shall be observed on Monday. Where a holiday falls on Saturday, it shall be observed on Friday.

Section (g). Holiday Pay, shapeup, overtime and waiting time require payment of Fringe Benefits.

## **HOURS OF WORK - OVERTIME ARTICLE FIFTEEN**

Section (a). Seven (7) hours constitute a day's work, between the hours of 8:00 a.m. and 12:00 p.m. Noon and from 12:30 p.m. until 3:30p.m., Monday through Friday. This shall apply to all Carpenters, Piledrivers, and Apprentices.

Section (b). The standard work day shall be 7 hour day, 35 hour week. However, the Employer or his/her Representative shall have the privilege to request an 8 hour day if job conditions permit. The Union shall not unreasonably withhold permission to allow the job to go eight (8) hours a day, forty (40) hours a week, at straight time.

Section (c). The working week shall be five (5) days from Monday to Friday inclusive. Except as provided hereinafter, no work shall be performed on any other days or outside the hours specified, without permission of the Union.

Section (d). For all overtime worked beyond the hours of work set forth above, Monday thru Friday employees shall be paid at the rate of time and one-half the regular rate. Time and one-half the regular rate shall be paid for Saturdays. Double time shall be paid for all time worked on Sundays and Holidays. Employees required to work through regular lunch period shall be paid a full hour's pay and shall be permitted to take half (1/2) an hour for lunch as soon as conditions permit.

Section (e). It is understood that on all renovation, repair and alteration work that requires a single shift outside of the normal working hours herein specified, such time worked up to seven hours shall be at the straight time rate. Overtime on such work shall be at time and one-half. Disagreement as to the application of this provision shall be resolved in accordance with ARTICLE SIX. It is understood and agreed that those employed on this type of work shall not have been employed on other construction during the regular working hours.

Section (f). In the event that Daylight Savings Time is mandated on a year-round basis, the Employer and the Union may agree to adjust starting and quitting times for all employees from the period of November 1 through March 31. The work day must start no later than 8:30 am. except as may be otherwise mutually agreed upon by the Employer and the Union. Overtime provisions will apply to the revised starting and quitting time.

**RATES OF PAY - MODE OF PAYMENT  
ARTICLE SIXTEEN**

Section (a). The parties agree that the following wage rates, hours and other terms and conditions of work shall prevail during the term of this collective bargaining Agreement.

Section (b). The minimum hourly wage rates for the classifications listed below shall become effective on the date listed herein.

Section (c). Effective on the dates listed, the hourly rates for the listed craft classifications shall be as indicated. The Union reserves the right to distribute future wage increases into fringes.

**FOR COMMERCIAL WORK AND HEAVY & HIGHWAY WORK  
IN COLUMBIA, DUTCHESS, GREENE, ORANGE, SULLIVAN,  
AND ULSTER COUNTIES.**

*Hourly Wage & Benefit Rates Effective 6/1/03 - 5/31/04*

**Journeyman**

**Wage** **\$ 23.85**

**Fringe Benefits**

Welfare 5.60

Pension 3.70

Annuity 4.10

Vacation \* 0.50

Dues Check Off \* 1.16

Apprentice Training 0.30

Industry Advancement 0.35

UBC-Appr. Hlth & Safety, Educ. 0.06

Labor Management 0.06

**Total Fringe Benefits** **\$ 15.83**

**Total Wages & Benefits per Hour** **\$ 39.68**

\* Taxable

*Foreman Rate: \$ 3.50/hr. over Journeyman rate*

*General Foreman Rate: \$ 6.00/hr. over Journeyman rate*

*Daily Wage Rate (hourly x 8)*

Diver (wet) \$ 400.00

Diver (dry) \$ 240.00

*Hourly Wage and/or Fringe Benefit Rates will increase as follows:*

6/1/04

+ \$ 1.53

6/1/05

+ \$ 1.60

**FOR COMMERCIAL WORK AND HEAVY & HIGHWAY WORK  
IN CHENANGO, DELAWARE, AND OTSEGO COUNTIES**

*Hourly Wage & Benefit Rates Effective 6/1/03 – 5/31/04*

**Journeyman**

**Wage** **\$ 22.55**

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**Fringe Benefits**

Welfare 5.60

Pension 3.70

Annuity 2.56

Vacation 0.50

Dues Check Off 1.10

Apprentice Training 0.30

Industry Advancement 0.35

UBC-Appr. Hlth & Safety, Educ. 0.06

Labor Management 0.06

**Total Fringe Benefits** **\$ 14.23**

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**Total Wages & Benefits per Hour** **\$ 36.78**

\* Taxable

*Foreman Rate: \$ 3.50/hr. over Journeyman rate*

*General Foreman Rate: \$ 6.00/hr. over Journeyman rate*

**Daily Wage Rate (hourly + 8)**

Diver (wet) \$ 400.00

Diver (dry) \$ 240.00

**FOR RESIDENTIAL WORK (FOUR (4) STORIES AND UNDER)**

6/1/02 – 5/31/06

Orange County 100% of wages and full fringes

Chenango, Columbia, Delaware, Dutchess,  
Greene, Otsego, Sullivan, and Ulster 80% of wages and full fringes

Section (d). It is mutually understood that the hourly wage rates for the counties of Chenango, Delaware, and Otsego, will remain constant in an effort to encourage Union Construction in that geographical area (fringe benefit contributions will be increased accordingly). The Empire State Regional Council reserves the right to request hourly wage increases for that geographical area. This request must be submitted in writing prior to May 31<sup>st</sup> or any year, and shall become effective on that anniversary date.

Section (e). Wages shall be paid in cash except where the Employer has received permission from the State Department of Labor and the Empire State Regional Council of

Carpenters to pay by check. A statement shall be furnished with the payment of wages showing Employer's name - Employee's name - Total Earnings - Total Hours and Tax deductions itemized. A payroll check shall be drawn upon a local financial institution within the region, payable on demand at par; provided the Employer cashing such checks shall provide reasonable facilities for cashing such checks. All employees shall be paid weekly, not later than Friday.

Section (f). The "Empire State Regional Council of Carpenters" shall have the right to require the employer to post a "Bond" to guarantee the payment of wages and benefits to all employees covered by this agreement.

Section (g). Apprentices:

**The following Wage Rates and Fringe Benefits are effective 6/1/02 - 5/31/06**

**Columbia, Dutchess, Greene, Orange, Sullivan, and Ulster Counties**

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>
<b>Wage</b>	<b>\$ 12.86</b>	<b>\$ 14.88</b>	<b>\$ 17.66</b>	<b>\$ 20.09</b>
<b>Fringe Benefits</b>				
Welfare	5.60	5.60	5.60	5.60
Pension	0.00	1.98	3.56	3.70
Annuity	0.23	1.99	3.80	3.80
Dues Check Off *	0.58	0.58	0.58	0.58
Vacation *	0.00	0.00	0.00	0.31
Apprentice Training	0.15	0.15	0.30	0.30
Industry Advancement	0.00	0.00	0.35	0.35
UBC-Appr. Hlth & Safety, Educ.	0.06	0.06	0.06	0.06
Labor Management Fund	0.00	0.00	0.06	0.06
<b>Total Fringe Benefits</b>	<b>\$ 6.62</b>	<b>\$ 10.36</b>	<b>\$ 14.31</b>	<b>\$ 14.76</b>
<b>Total Wages &amp; Benefits per Hour</b>	<b>\$ 19.48</b>	<b>\$ 25.24</b>	<b>\$ 31.97</b>	<b>\$ 34.85</b>
* Taxable				

**Chenango, Delaware and Otsego Counties**

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>
<b>Wage</b>	<b>\$ 12.18</b>	<b>\$ 14.10</b>	<b>\$ 16.45</b>	<b>\$ 18.80</b>
<b>Fringe Benefits</b>				
Welfare	5.60	5.60	5.60	5.60
Pension	0.00	2.13	3.56	3.70
Annuity	0.26	1.07	2.18	2.29
Dues Check Off *	0.55	0.55	0.55	0.55
Vacation *	0.00	0.00	0.50	0.50
Apprentice Training	0.15	0.15	0.15	0.30
Industry Advancement	0.00	0.00	0.35	0.35
UBC-Appr. Hlth & Safety, Educ.	0.06	0.06	0.06	0.06
Labor Management Fund	0.00	0.00	0.06	0.06
<b>Total Fringe Benefits</b>	<b>\$ 6.62</b>	<b>\$ 9.56</b>	<b>\$ 13.01</b>	<b>\$ 13.41</b>
<b>Total Wages &amp; Benefits per Hour</b>	<b>\$ 18.80</b>	<b>\$ 23.66</b>	<b>\$ 29.46</b>	<b>\$ 32.21</b>
* Taxable				

**APPRENTICES**  
**ARTICLE SEVENTEEN**

Section (a). Wage rates for apprentices are listed under ARTICLE SIXTEEN, Section (g).

Section (b). An Employer who employs one (1) journeyman may employ one (1) apprentice. For each additional four (4) journeymen the employer may employ one (1) additional apprentice.

Section (c). The Employer agrees that it shall make appropriate contributions as set forth in its Collective Bargaining Agreement with the Empire State Regional Council of Carpenters and its affiliates local union to the Empire State Carpenters Apprenticeship Committee, 270 Motor Parkway, Hauppauge, New York in the amount set forth in this agreement. 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.

Section (d). 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.

**REPORTING TIME - SHAPE-UP**  
**ARTICLE EIGHTEEN**

Section (a). All employees reporting for work at the beginning of a shift who are not furnished with work for any reason including inclement weather shall receive two (2) hours pay for "Reporting Time." Should any employee commence work, he or she shall receive no less than four (4) hours pay. The employees shall remain on the job for the two (2) or four (4) hours unless directed otherwise by the foreman. If weather or other conditions make it impractical to work, pay shall be based on the actual hours worked which includes "Reporting Time" and four (4) hour minimum as required under this section.

Section (b). Employees ordered to report for work on Saturday or Sunday or days listed under ARTICLE FOURTEEN and who are prevented from working because of inclement weather or other reasons beyond the control of the employer, the employees shall be paid at the applicable overtime rate if no work is performed during the hours of "Reporting Time" as required under Sections (a) above.

Section (c). If work is performed during any part of the above mentioned "Reporting Time" hours, the applicable overtime rate shall be paid, time and one-half on Saturdays, double time Sundays and holidays.

Section (d). Reporting time, shape-up, holiday pay and overtime, require payment of Fringe Benefits.

**SHIFT WORK - PAY SCHEDULE  
ARTICLE NINETEEN**

Section (a).

- (1). Day or Regular Shift  
8:00 am. to 12:00 Noon - 12:30- p.m. to 3:30 p.m. Seven (7) hours pay for seven (7) hour work period.
- (2). Evening Shift  
3:30 p.m. to 7:30 p.m. - 8:00 p.m. to 11:00 p.m. Eight (8) hours pay for seven (7) hour work period.
- (3). Late Shift  
11:00 p.m. to 3:00 a.m. - 3:30 a.m. to 6:30 a.m.  
Nine (9) hours pay for seven (7) hour work period.

Section (b). If conditions require three (3) eight hour shifts, overtime shall be paid for the eighth (8th) hour as provided in ARTICLE FIFTEEN, Section (d), plus hours of pay as listed in Section (a) Schedules 1,2 and 3. All requests for shift work shall be approved by the Union before start of same. Any other time schedules for shift work shall be approved in advance by the Union.

Section (c). Benefits will be remitted on all hours paid.

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**FRINGE BENEFITS  
ARTICLE TWENTY**

Section (a). The Employer agrees that it shall make fringe benefit contributions to those fringe benefit funds designated by the Council, in the amounts set forth in this Agreement. It is recognized that these designations of the specific fringe benefit funds to receive contributions may be changed during the term of this Agreement. 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.

Payment will be made at the designated Fund Office by certified check, cash or money order, payable to the Empire State Regional Council of Carpenters Fringe Benefit Funds, or its legal successor. Such benefits and contributions to said Funds shall be made and paid by the employer purchasing vouchers/stamps covering all such required contributions, in advance. The employer shall furnish such vouchers/stamps to all carpenters in each weekly pay envelope, in accordance with the number of hours worked multiplied by the total hourly contributions required by this Agreement. The failure of the employer to comply with the requirement that vouchers/stamps be in each weekly envelope shall subject the employer to those remedies available with respect to nonpayment of wages. At the time of purchase of the vouchers, the employer shall furnish the Fund Office with a statement providing such information as required on forms supplied by the Fund Office.

The information shall include, but not be limited to, payroll or similar records which contain the names of the carpenters, the job project, the numbers and denominations of vouchers/stamps issued to each carpenter and the date of issuance. The failure by the employer to fully supply this information shall constitute a material breach of the Agreement subject to those remedies available under this Agreement. It is understood that the employer will treat Vacation Fund and Political Action Committee Fund contributions as well as work assessments as wages so that all payroll taxes will be deducted from the gross total wages paid to the carpenter and the full contribution, net of said payroll taxes, shall be remitted. The Welfare Fund does not provide New York State Disability benefits.

Section (b). Failure on the part of the Employer to make the required contributions, by the end of the following payroll week in which the hours are worked, shall make the Employer liable for all contributions due, all collection costs including auditing and attorney fees, 20% of total due each Fund as liquidated damages, plus 1 ½% interest for each twenty-one (21) day period the delinquency continues. The Employer agrees to comply with the collections policy enacted by the governing body of the designated recipient, that are more favorable to the designated recipient than the provisions of this section.

Section (c). Any Employer who is or becomes delinquent shall be required to post bonds in such amounts as to secure all future payments to the Funds.

Section (d). Notwithstanding no strike provisions of this Agreement or the existence of the grievance and arbitration procedure, the Union shall have the right to remove Employees from the employ of an Employer who is twenty-one (21) days or more delinquent in the payment of contributions to the Funds. The Union shall not be obligated to return Employees to work unless and until all delinquencies have been made as required.

Section (e). Where such action is necessary as a result of the delinquency of any Employer in the payment of wages or fringe benefits as set forth in this Agreement, such delinquent Employer shall be required to pay the Employees wages and fringes for each day not to exceed three (3) days prior to returning to employment for such Employer.

Section (e). The Trustees of the Funds shall have the authority to audit the payroll of a contributing Employer to determine the accuracy of reports submitted to the respective Funds. In addition, the Trustees shall be authorized to audit the reports of a contributing Employer who may be more than twenty-one (21) day's delinquent in its reports. The cost of the audit are to be paid by the delinquent Employer.

Section (f). A seven (7) day notice to the delinquent Employer of the proposed audit shall be deemed sufficient notice. Such notice shall direct the Employers to have its books and records available to the auditor.

Section (g) The Empire State Regional Council of Carpenters ("Council") retains the exclusive right to allocate, or to reallocate, at any time, all wages and contributions to those Fringe Benefit Funds determined by the Council.

Section (h) On request, each Employer and/or Union shall receive a copy of the Funds' annual reports.

Section (i) Weekly Vouchers – Columbia, Dutchess, Greene, Orange, Sullivan, and Ulster Counties.

Section (j) Monthly Remittance – Chenango, Delaware, and Otsego Counties.

Section (k). **FRINGE BENEFIT SCHEDULE:**

*Effective 6/1/03*

Counties	Columbia, Dutchess, Greene, Orange, Sullivan, and Ulster	Chenango Delaware, and Otsego
Welfare	\$ 5.60	\$ 5.60
Pension	3.70	3.70
Annuity	4.10	2.56
Dues Check Off	1.16	1.10
Vacation	0.50	0.50
Apprentice Training	0.30	0.30
Industry Advancement	0.35	0.35
UBC-Appr. Hlth & Safety, Educ.	0.06	0.06
Labor Management	0.06	0.06
Total Stamp/Voucher Cost	\$ 15.83	\$ 14.23

\* Throughout the life of this Agreement the Council will periodically provide the Association and/or Employers with rate sheets providing for the allocation of benefits to its Employees. The Employer is solely responsible for providing its Employees with the correct benefits.

#### **PROVISIONS COVERING FRINGE BENEFITS ARTICLE TWENTY-ONE**

It is understood and agreed that the following provisions shall apply to each of the jointly administered funds provided for in ARTICLE TWENTY.

Section (a). The phrase "employees covered by this Agreement" shall be deemed to include full time employees of the Empire State Regional Council of Carpenters. For the purpose of computing payments to each of the funds, overtime hours shall be figured at straight time rates.

Section (b). All Employers shall be responsible for payment of all amounts due the "Benefit Funds" (Listed in Section (k) - ARTICLE TWENTY) of its Sub-Contractors after receipt by the Employer of notice from the Union that such Sub-Contractors have been delinquent in payment of Benefit Fund contributions for seven (7) days from the due date.

**INDUSTRY ADVANCEMENT FUND**  
**ARTICLE TWENTY-TWO**

Section (a). The Employer agrees that it will make Industry Advancement contributions in the amount set forth in this Agreement (ARTICLE TWENTY, Section k), to the Construction Contractors Association of the Hudson Valley, Inc. Industry Advancement Program for the purpose of meeting all costs to the Association in promoting the construction industry and conducting labor relations and all matters and problems incidental thereto, on an industry-wide basis in the geographical area covered by this agreement as herein before specified in ARTICLE ONE, Section (a). The activities to be financed by the funds of the Industry Advancement Program may include but shall not be limited to the following: safety and accident prevention; apprenticeship training of carpenters; other educational program; public relations; industry relations; management expenses in connection with collective bargaining and maintenance of grievance or arbitration proceedings, but limited as hereinafter specified in Section (e) and (f); research into methods and materials; disaster relief and civilian defense; market development; *standardization of contracts and specifications.*

Section (b). The Board of Directors of the Association in accordance with their regulations shall administer the funds of the Industry Advancement Program.

The President of the Association shall have the power to appoint and remove members of the Committee, the duty of which shall be solely and exclusively to administer the operation of the Industry Advancement Program hereinafter established. The said Committee shall have all such rights and power as the members thereof may deem necessary and proper, effectively and efficiently to carry out objectives and purposes of the programs. The Committee shall also have exclusive authority to interpret each and every provision of this agreement in the administration of the program provided however, that under no circumstances shall the funds of the program be used to carry on any of the activities expressly prohibited hereinafter in Section (e) and (f). The said Committee shall have the authority to direct the distribution of the Program's funds in any amounts, to foster, advance and promote the objectives and purposes of the agreement. The said Committee shall have further authority to invest and reinvest the funds of the program in any legal manner.

Section (c). The Executive Secretary of the Association shall serve as Secretary to the Committee and may also serve the Committee in such other capacity or capacities as the President of the Association may designate. The Committee is authorized to engage such assistance, in the form of secretarial personnel; investment counselors; experts; accounting services; legal services but limited as hereinafter specified in Section (e); and other assistance as it may deem necessary and proper for the carrying out of the programs objectives and purposes.

Section (d). Upon termination of payments allocable to the Industry Advancement Program by reason of expiration of this Agreement, or because of the absence of a contractual obligation upon the employer to make payments allocable or for any other reason, the assets and funds of the Industry Advancement 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 funds for the purposes and subject to the conditions set forth in ARTICLE TWENTY-TWO, Section (e) and Section (f).

Section (e). No part of the funds shall be used for the purpose of paying attorneys for negotiations with the union, filing, or prosecuting unfair labor practice charges, or for the filing or prosecution of any legal actions against the union.

Section (f). Specifically excluded for the purposes of the Industry Advancement Program is the right to the use of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors or labor during a period or periods of work stoppages, strikes, or lockouts. None of the foregoing provisions of this section shall operate to prohibit any communications from the association to their members at any time, or to prohibit the expression by such of the association's representatives as may be paid with the monies of the Industry Advancement Program of any position of the association or its members in collective bargaining or in the advancement or arbitration of grievances or in negotiations of any matter affecting wages or conditions of employment of the union.

Section (g) The Union shall not be held responsible for the collection or in any other manner for the contributions due to the Industry Advancement Fund.

### DUES CHECK OFF ARTICLE TWENTY-THREE

Section (a). The employer shall deduct from the basic rate of employees covered by this Agreement (including employers signatory to International Agreements) the amount shown on the Voucher/Stamp Purchase Order for each hour worked by such employees, and the percentage of gross wages indicated on the Monthly Remittance Report. It is understood that the employer will treat Vacation Fund and Political Action Committee Fund contributions as well as work assessments as wages so that all payroll taxes will be deducted from the gross total wages paid to the carpenter and the full contribution, net of said payroll taxes, shall be remitted.

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Section (b). No deduction shall be made for "dues check-off" for any such employee unless the employee has deposited with the employer his copy of an executed dues check-off authorization form, 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.

Section (c). Executed copies of the dues check-off cards shall be kept on file by the Union and the employer.

Section (d). The employer assumes no obligation with respect to the obtaining of dues check-off authorization cards, it being understood that this is a duty and obligation of the Union.

Section (e). With respect to any such employee for whom a dues check-off authorization card has not been furnished, the gross basic wage rate appearing heretofore in ARTICLE SIXTEEN shall be paid to the employee on a straight or overtime basis as shall be applicable under this Agreement.

Section (f). Dues check-off shall be first deducted on the first full payroll period following the furnishing of authorization cards.

Section (g). 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 dues check-off authorization cards furnished by the employees and/or Union.

## INSURANCE ARTICLE TWENTY-FOUR

Section (a). The employer shall furnish and post proof of Workers' Compensation, Disability Benefits Insurance, and meet all other requirements as prescribed by Federal and State laws.

Section (b). The Union and the Association/Employer agree to consider implementation of a Workers' Compensation ADR Program.

## SHOP STEWARD ARTICLE TWENTY-FIVE

Section (a) (1). The General Contractor, as an employer, recognizes the right of the Union to appoint one of its members to act as shop steward on the General Contractor's payroll immediately upon the commencement of any activity on the job by the General Contractor or any subcontractors which are covered under this agreement. When the General Contractor does not employ any carpenters or piledrivers on the site, the General Contractor recognizes the right of the Union to appoint one of its members to act as Shop Steward on a sub-contractor's payroll immediately upon the commencement of any activity on the job.

(2). The Union shall appoint a working steward. The Union shall advise the employer, or his/her representative, of the designation. The steward shall be employed whenever any work covered by this Agreement is being done on the job on which he/she is the steward, provided he is qualified to do such work. He/she shall be included among the journeymen who may be required to work overtime.

Section (b). The steward shall be allowed a reasonable length of time to perform his/her duties.

Section (c). The General Contractor shall assist the Union in obtaining work for the steward with a subcontractor when the General Contractor has no employees employed on the job.

Section (d). The steward shall not be laid off, transferred or discharged without prior mutual agreement of both parties.

Section (e). When twenty (20) or more employees are employed on a job, the job steward shall be paid one dollar fifty cents (\$ 1.50) per hour above his/her regular hourly rate.

Section (f). The job steward shall be paid an hourly rate equal to or higher than the highest journeyman rate being paid on the job.

Section (g). When the employer is dissatisfied with the conduct of the steward, he/she shall notify the Union of his/her dissatisfaction and it shall be the duty of the Union to take corrective action.

Section (h). The steward shall be notified when any hiring, firing or lay-off is contemplated.

## **MOBILITY ARTICLE TWENTY-SIX**

Section (a). The first person on the job shall be the Shop Steward assigned by the Empire State Regional Council of Carpenters. The second man on the job shall be the employer's Foreman who must be a member of the Empire State Regional Council of Carpenters (or otherwise he would be matched, but not by the Steward).

Section (b). The employer shall have the right to assign the balance of the workforce so long as the journeymen are from a Local Union within Region 2 of the Empire State Regional Council of Carpenters. If the employer assigns a journeyman from outside Region 2 of the Empire State Regional Council of Carpenters, the Council will have the right to match as per current Agreement (50/50).

Section (c). If it is determined by the Council that the employer has violated the provisions of this Agreement (for example, not reporting jobs, failure to pay proper pay and vouchers), the privilege of mobility may be suspended for up to a six (6) month period of time from the date of violation, and if a second violation occurs, this mobility privilege may be suspended for the term of the Collective Bargaining Agreement. In either case, whether a first or second violation, the Council shall immediately have the right to man any or all of the employer's jobs on a 75% Council assignment/25% employer-assignment basis. The employer shall have access to the grievance procedure to contest any alleged violation.

Section (d). The Shop Steward shall have the right to check all employees' paychecks, on a weekly basis, to verify proper pay and vouchers.

## **CERTIFICATION WORK ARTICLE TWENTY-SEVEN**

When certification is required and the employee has completed the necessary prerequisites, he/she shall receive an additional two dollars (\$2.00) above the appropriate hourly classification (Example: Apprentice, Journeyman, Foreman, and General Foreman), for each respective workday. This is applicable, but not limited to, certification in Welding, Confined Space, Lead Abatement, Asbestos Abatement, Solid Surface, and Hardware. It will also apply to the erection of Scaffolding over fifty (50) feet.

The Training Fund will provide and be financially responsible for the above certification training.

## **SAFETY REQUIREMENTS ARTICLE TWENTY-EIGHT**

The Employer shall comply with provisions of OSHA and Industrial Code Rule 23, issued by the State of New York, Department of Labor, regarding the safety and protection of persons employed in construction and demolition work and other applicable New York State Department of Labor Safety Requirements. Violations of accepted or mandated safety procedures shall be cause for immediate discharge. Use of alcohol or narcotics during the regular workday shall be cause for immediate dismissal.

## **DRUG AND ALCOHOL POLICY ARTICLE TWENTY-NINE**

Section (a). Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of Labor and Management and the employees.

Section (b). Consistent with these goals, the Employer prohibits the use, manufacture, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of Labor and Management.

Section (c). 1. If the owner or Employer requires a blood test or urinalysis for drug and alcohol testing, such tests shall be performed on company time and paid by the Employer. The Employer has the right to terminate the employment of any Employee testing positive.

2. The Employee has the right to have a second test taken on his own time and at his own expense within 72 hours of receiving the results of the first test. If the second test proves negative, the Employer will reinstate the Employee or require a third test.

3. If a third test is required it shall be taken on the Employees time within 72 hours of receiving the results of the second test. The Employer shall pay the expense of such testing. If the last two tests prove negative, the Employee shall be reinstated.

## **TOXIC AND HAZARDOUS MATERIALS ARTICLE THIRTY**

Section (a).

1. Carpenters and Piledrivers employed in the removal or abatement of asbestos or any toxic or hazardous material, or required to work near asbestos or any toxic or hazardous material shall wear all protective equipment mandated by New York State or Federal Regulations, or required by the Employer as a safety precaution. Protective equipment subject to this provision shall include but is not limited to asbestos suits, face masks and special breathing equipment.

2. Carpenters and Piledrivers employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment as explained in Section (a) Paragraph

(1) shall receive two dollars (\$2.00) above their appropriate hourly classification. (Example: Apprentice, Journeyman, Foreman, General Foreman).

Section (b). The Employer shall provide all required hazardous material protective equipment.

Section (c). When showers, x-rays or change to asbestos suits are required, provisions shall be made for the appropriate facilities. All showers, x-rays and changes to asbestos suits, when required, shall be performed during working hours or paid at the applicable overtime rate.

## **ALTERNATIVE CONSTRUCTION MANAGER LANGUAGE ARTICLE THIRTY-ONE**

Whenever any signatory contractor performs work as a management consultant, construction manager, developer, owner/builder, or solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, with respect to all jobsite work, including, but not limited to, assuring that all work covered by this Agreement is performed by contractors that are parties to a collective bargaining agreement with the Council, provided, however, this provision shall not apply to any affiliated development company or entity that does not manage and/or coordinate the construction contracts or construction work and that does not participate in the selection of subcontractors. The Employer recognizes that the Council, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or construction work or the selection of subcontractors.

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## **SUB-CONTRACTING ARTICLE THIRTY-TWO**

Section (a). This Agreement shall bind the parties hereto and any and all Subcontractors employed by the Contractor and any contract entered into with any Subcontractor shall contain a stipulation binding said Subcontractor to the conditions and covenants of this Agreement. The Contractor shall be responsible for any claims against any of its Subcontractors relating to wages and contributions due to the Welfare, Pension, Vacation, Annuity, Charitable, Labor-Management Cooperation, Scholarship and the Apprentice Training Committee Trust Funds or other Fringe Benefit Funds enumerated herein. Every Employer party to this Agreement shall notify the Council of the awarding of any contract on which carpenter works is to be performed, whether by the Contractor or its Subcontractor. Said notice shall include location of the job and the name and address of the Contractor or Subcontractor involved. To the extent permitted by law, failure to comply with this section shall be a breach of the Agreement and shall authorize the Council to remove its members from any job on which said Contractor or Subcontractor is working until said notice is complied with. Said notice shall be within thirty (30) days of contract award and in any event no less than seventy-two (72) hours before the start of work.

Section (b). The Contractor bound to this Agreement agrees not to accept any subcontract from any General Contractor, Construction Manager, Project Manager, Builder, Site Manager, Broker or other entities unless the said entity has a signed Agreement with the Council or provides at least the wages, benefits and working conditions set forth in this Agreement for the jurisdiction covering the construction site location of the work. This paragraph can be waived by the Empire State Regional Council of Carpenters ("Council"), which consent shall not be denied so long as the Contractor, etc., has not demonstrated in the past, a failure to adhere to a Carpenters CBA, including but not limited to, failure to pay applicable wages and fringe benefit contributions, or otherwise by actions such as failure to adhere to applicable area standards. For purpose of this Agreement, the Contractor, etc., must agree that it is a construction employer within the meaning of the NLRA.

Section (c). A Contractor acting in the capacity of a Construction Manager agrees that it or any of its Subcontractors will not contract or subcontract carpentry work to be done at the site of construction, alteration or repair of the building, or structure, except to a person, firm or corporation party to a current labor agreement with the Council.

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

Section (e). It is agreed that the word "Contractor" or "Employer", as used herein, means not only a Contractor or Employer which is signatory hereto, but also means and shall include any other firm (whether a corporation, partnership, joint venture, limited liability company, or other business entity) engaged in the construction and/or carpentry industry in which an officer, a partner, principal stockholder, member or sole proprietor of the signatory contractor or employer hereto is also an officer, a principal (defined as having 10% interest or more) stockholder, partner or single proprietor of such other firm where the intent or effect or consequence of such association undermines terms and obligations of the signatory Contractor to this Agreement. Management consultants, construction managers, developers, and owners/builders having construction site responsibility will also be considered as "Contractors" or "Employers" for the purpose of this Article and this Agreement. Further, any person or entity performing any of the following services will be considered an Employer: The solicitation of bids from Subcontractors; the consideration of proposals submitted by Subcontractors; the coordination of work performed by Subcontractors; and the supervision of the construction project.

Section (f). No Employer shall sublet, lease, piece or lump out carpentry labor or any part thereof nor shall any employee represented by the Union work for any Employer who takes labor contracts or pieces or lumps his work.

Section (g). The General Contractor shall be responsible for collecting the pay for the carpenter Job Steward, if any work is performed by the Subcontractor who performs work without reporting same to the Union before starting the job.

Section (h). If, as a result of violations of this Article, the Council and/or the Trustees of the Funds shall have discretion to institute a court action to enforce any right hereunder, the loser shall pay all costs of such action, including attorney's fees.

**LABOR MANAGEMENT CONTRACT SECURITY**  
**ARTICLE THIRTY-THREE**

Beginning June 1, 1994, if and when the Employer shall perform any work of the type covered by this Agreement within the Empire State Regional Council of Carpenters' jurisdiction area, under its own name or any other name, including a joint venture, wherein the Employer has ownership, the terms and conditions of this Agreement shall be applicable to all such work.

**MANAGEMENT RIGHTS**  
**ARTICLE THIRTY-FOUR**

Except where specifically limited by this agreement, the direction of employees, the determination of employee competency, the right to hire, transfer, promote, discharge, lay-off for lack of work and the scheduling of work are rights vested in the employer.

In the event that the Union grants more favorable terms and conditions than those specified in this agreement to any employer or employers, unless approved by the Executive Director of the association and the Union, then this agreement may be modified, at the option of employer, to incorporate such other more favorable terms and conditions.

Union shall retain an affirmative duty to notify employer, or employers representative, of the existence of any different collective bargaining agreements, unless so approved, than the one entered into by the Union herein, within seven days of signing said agreement.

**SAVINGS CLAUSE**  
**ARTICLE THIRTY-FIVE**

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It is mutually agreed that if the adoption of any State or Federal Legislation or Regulation, or a decree of a Court of Competent jurisdiction, conflicts with or is contrary to or has a direct bearing upon any of the provisions of this Agreement, negotiations will be opened to make the necessary adjustments in this Agreement, but negotiations will be confined to changes in existing laws and regulations. It is further mutually agreed that if any changes in New York State Labor Law 220 or Federal Davis Bacon Prevailing Laws are adopted, which would cause a signatory employer to be less competitive than a non-signatory employer, a wage and fringe reopener can be requested. Both the Association and Union must agree that the union contractor is less competitive because of the above changes. Should any provision of this Agreement be declared invalid, such declaration shall not invalidate the remaining portions of this Agreement.

## **TRADE RULES ARTICLE THIRTY-SIX**

### **Preamble**

The object of the Working Rules is to elevate our trade and to enforce and maintain decent working conditions.

It is the duty of each member to know the Working Rules, abide by them and assist in enforcing them. Any member who does not abide by the Working Rules shall, upon conviction, be subject to penalty.

### **DUES MUST BE PAID BY THE 15<sup>th</sup> OF CURRENT MONTH**

Section 1. Members shall not be permitted to work on a job without the current working card. A member shall at all times show his or her card when requested to do so by any member of the United Brotherhood of Carpenters.

Section 2. It shall be the duty of all members working on the job to cooperate with the Steward in performing his or her duties.

Section 3. All members must strictly observe the official work day and hours for which they are paid. No member shall be allowed to work for one employer on any shift and work overtime for any other employer while still on the payroll of the first employer, without permission of the Regional Council. No member shall be permitted to work more than one shift within twenty four hours unless granted permission by the Regional Council.

Section 4. Any member who refuses to show his or her work card and Council issued photo identification, or refuses to satisfy the Steward, Representative and/or Organizer, as to the wage and/or fringes he or she is receiving or makes any false statement regarding the same shall be in violation.

Section 5. Any member willfully obstructing a Representative, Organizer or Steward in the lawful discharge of his or her duties shall be in violation.

Section 6. It shall be the duty of any member knowing of any violation of any part of the Constitution, Agreement, By-Laws, and Working Rules to prefer charges against offending members and report same to the Steward or the Regional Council.

Section 7. No member shall be required to provide power tools.

Section 8. No member shall be allowed to work under any conditions other than agreed upon between the Employer and the Regional Council.

Section 9. All General Foremen and Foremen shall be members of the United Brotherhood of Carpenters and must be thoroughly familiar with the By-Laws and Working Rules governing this Regional Council and shall be designated as a Foreman when he or she directs or supervises work, places men or women, passes on qualifications of workmen as per Agreement.

Section 10. The General Foreman and Foreman shall allow the Steward sufficient time in which to perform his or her duties and at no time shall the General Foreman or Foreman discriminate against, lay off, discharge, or transfer the Steward for his or her efforts to maintain Union conditions on the job.

Section 11. No General Foreman or Foreman shall use violent or abusive language to a fellow member working under his or her directions.

Section 12. All work instructions to journeymen must be given by a UBC Foreman/General Foreman. Foreman/General Foreman ratio shall be determined as per the applicable Collective Bargaining Agreement.

Section 13. No foreman or Journeyman shall set quotas or encourage or permit piecework and each Foreman shall follow the requirements of the dispatching policies of the Regional Council implementing the applicable Collective Bargaining Agreement.

Section 14A. Stewards must be journeymen carpenters from the Empire State Regional Council.

Section 14B. It shall be the duty of the Steward to see that any and all regulations of the Working Rules and Agreement are adhered to and shall report any violation or deviations from the Rules and Agreement to the Representative, Organizer or the Regional Council.

Section 14C. It shall be the duty of the Steward to check cards of all members and enter the required information on the Steward's report. Dues must be paid by the 15<sup>th</sup> day of the current month. Upon failure to have a current working card, member shall be directed to their Local Union to secure the same.

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Section 15. It shall be the duty of the Steward, General Foreman, and Foreman to supervise all apprentices on the job, assuring that they receive proper training, competent guidance, and diversified work.

Section 16. All members working in buildings or shops shall use proper precautions for the safety of their tools. They shall provide precautions for the safety of their tools. They shall provide themselves with a box and suitable lock. At the end of the day they shall gather up all their tools, lock them in their toolbox and place same in a lock-up provided by the Employer. The lock-up or toolbox is to be of sufficient size, furnished with a suitable lock, lighted, heated and for use of carpenters only. Any Employer who complies with the preceding clause shall only be responsible for tools lost due to the burning or forcible entry of lock-up or tool house. Such liability shall be limited to the sum as designated in the applicable Collective Bargaining Agreement for each member for loss by fire or theft.

Section 17. Any member working in this Regional Council and having complied with the above laws and who loses his or her tools by fire or theft, shall notify the Representative in writing, giving a list and cost of tools lost. This is to be in the form of an affidavit before a Notary Public within the protection of the organization. Forty-eight (48) hours after a member is laid-off, he or she becomes personally responsible for the safety of his or her tools.

Section 18. No overtime shall be permitted without the permission of the Representative, Organizer or Regional Council.

Section 19. No work shall be permitted except as per the applicable Collective Bargaining Agreement.

Section 20. Members are not allowed to work overtime for any Employer other than the one with whom he/she is regularly employed. When overtime is necessary, additional men must be taken from the ranks of the employed, after the men already on the job are placed. This does not apply to Job Stewards.

Section 21. Subject to the applicable Collective Bargaining Agreement, when a member reports for work and is not permitted to start for any reason other than bad weather conditions, he/she shall be paid two (2) hours wages and fringes.

Section 22. All hiring must be done between the hours of 8:00 A.M. and 10:00 A.M. Members seeking work must not stay on the job after 10:00 A.M. without permission of the Representative, Organizer or Regional Council.

Section 23. The Trust Agreements and the By-Laws of all jointly administered funds resulting from collective bargaining by the Regional Council and as may be amended from time to time, shall be made a part of these By-Laws. All members must furnish to the Fringe Benefit Fund office such information as may be necessary for the proper administration of the Funds. Any member who defrauds or attempts to defraud the above noted Funds, or any member who refuses to furnish necessary information, shall be subject to charges and, after due trial, shall be penalized accordingly.

Section 24. The wages and working conditions for all members under the jurisdiction of the Empire State Regional Council of Carpenters shall be as per the Collective Bargaining Agreement with the Employer.

Section 25. No member shall accept less than the rate of wages as agreed upon by this Regional Council.

Section 26. All Foreman, Journeyman Members and Apprentices shall not use his/her own vehicle to transport materials or equipment.

Section 27. All business presented to this Council for action must be in writing.

**TRADE AUTONOMY  
ARTICLE THIRTY-SEVEN**

The work included in this Agreement and as contained in the "Trade Autonomy" which is attached to this Agreement and specifically incorporated herein by reference, is as granted now or in the future to the United Brotherhood of Carpenters and Joiners of America and both parties to this Agreement shall adhere to and abide by the said provisions, provided any such work assignments shall not be in conflict with existing Jurisdictional Agreements and Decisions of Record or area practice. Decisions of record or formal jurisdictional agreements between the U.B.C. and any other building trade international take precedence.

**WORK IN OTHER AREAS  
ARTICLE THIRTY-EIGHT**

The Employer agrees that if it performs any work covered under any Collective Bargaining Agreement of the Empire State Regional Council of Carpenters or of any of its Regional Districts or constituent Local Unions, or of the New York City District Council of Carpenters, within the jurisdiction of those Councils, Regional Districts or Local Unions, 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.

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*IN WITNESS THEREOF, the parties to this Agreement have caused these present to be signed and duly executed on the day and year so noted below.*

*Date: June 1, 2002*

**CONSTRUCTION CONTRACTORS ASSOCIATION**

**By: RICHARD O'BEIRNE**

*Date: June 1, 2002*

**EMPIRE STATE REGIONAL COUNCIL  
OF CARPENTERS**

**By: JOHN J. FUCHS**

Employers who sign independently recognize a single multi-employer collective bargaining unit through Construction Contractors Association of Hudson Valley Inc. ("Association"). In such case, each employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of the Association. A withdrawal of such bargaining authority given to the Association by any independent signatory shall only be effective if in writing and received by the Association and the Council more than 90 days prior to expiration of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

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

_____ <i>Employer (Please Print)</i>			_____ <i>Employer I.D. #</i>
_____ <i>Address</i>			_____ <i>Telephone Number</i>
_____ <i>City</i>	_____ <i>State</i>	_____ <i>Zip Code</i>	_____ <i>Facsimile Number</i>

_____ <i>Name (Please Print)</i>		_____ <i>Title</i>
_____ <i>Signature</i>		_____ <i>Date</i>

_____ <i>NYS Unemployment Insurance #</i>	_____ <i>NYS Disability Insurance #</i>	_____ <i>Workers Compensation Insurance #</i>
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EMPIRE STATE REGIONAL COUNCIL  
OF CARPENTERS

*Witness:* \_\_\_\_\_  
Council Representative

*Signed:* \_\_\_\_\_  
John J. Fuchs  
*Title:* BUSINESS MANAGER

*Date:* \_\_\_\_\_

*Signed:* \_\_\_\_\_  
Patrick B. Morin  
*Title:* PRESIDENT

Employers who sign independently recognize a single multi-employer collective bargaining unit through Construction Contractors Association of Hudson Valley Inc. ("Association"). In such case, each employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of the Association. A withdrawal of such bargaining authority given to the Association by any independent signatory shall only be effective if in writing and received by the Association and the Council more than 90 days prior to expiration of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

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_____ <i>Employer (Please Print)</i>			_____ <i>Employer I.D. #</i>
_____ <i>Address</i>			_____ <i>Telephone Number</i>
_____ <i>City</i>	_____ <i>State</i>	_____ <i>Zip Code</i>	_____ <i>Facsimile Number</i>
_____ <i>Name (Please Print)</i>			_____ <i>Title</i>
_____ <i>Signature</i>			_____ <i>Date</i>
_____ <i>NYS Unemployment Insurance #</i>		_____ <i>NYS Disability Insurance #</i>	_____ <i>Workers Compensation Insurance #</i>

**EMPIRE STATE REGIONAL COUNCIL  
OF CARPENTERS**

*Witness:* \_\_\_\_\_  
**Council Representative**

*Signed:* \_\_\_\_\_  
**John J. Fuchs**  
*Title:* **BUSINESS MANAGER**

*Date:* \_\_\_\_\_

*Signed:* \_\_\_\_\_  
**Patrick B. Morin**  
*Title:* **PRESIDENT**

## **TRADE AUTONOMY CARPENTERS AND JOINERS**

This shall include all construction where the skill, knowledge and training of a carpenter are required.

### **Section (a).**

1. The carpenter shall make, set and align all concrete forms when same are made of wood or any other form material.
2. The carpenter shall strip, release and repair all concrete forms.
3. The carpenter shall build all forms for arches, flat arches, decks, beam sides, beam bottoms and they shall shore and brace same. The stripping and/or releasing of beam sides and bottoms and the removal of all bracing and shoring (i.e. support jacks and stringers). The carpenter shall build, set, place and brace all forms for airport runways, aprons, parking areas, truck holding areas, parking lots and entrance roads.
4. The carpenter shall set, place all Span-all or similar type beams and stringers connected with building and supporting of all concrete forms.
5. The carpenter shall do all framing, clamping and bracing necessary in connection with setting and aligning of all wood, metal or substitute material, column forms and the stripping and/or releasing of same.
6. The carpenter shall build and place precast forms for pipe chases; open-cut forms; forms for light poles and signs.
7. The carpenter shall erect, set, align and level all prefabricated or patented forms including curb, screed and gutter forms. The tying, tagging and receiving in connection with the setting and removal of metal forms.

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8. The carpenter shall set all forms, centers and bulkheads including the fabrication and setting of screeds and stakes for concrete and mastic floors. The carpenter shall notch all screeds where required. The carpenter shall build and install all keyway and camphor strip.
9. The carpenter shall make all templates for anchor bolts and place and level the bolts. The carpenter shall align, level and grout all leveling plates.
10. Where power is used for the setting or dismantling of forms or any other material erected by carpenters, handling and signaling shall be done by carpenters.
11. The installation of precast concrete wall panels including tilt-up panels regardless of whether the concrete panels are cast on the job or away from the job site shall be done by carpenters.
12. The carpenter shall unload, handle, install, fasten and weld expansion, armored joint and armored plate whether used on roads, bridges, approach ramps or buildings.
13. The carpenters shall install water-stop (in forms) of plastic, metal or other material.

14. The carpenters shall drill holes for the insertion of bolts including rock anchors to hold forms.

15. Blaw-Knox forms - assembling - setting and releasing - including the erection and releasing of inverts.

16. Simmons form and other similar type forms shall be unloaded, handled, assembled, set, braced and released by carpenters.

17. All forms for bridge abutments, decks, pads, leveling plates shall be built, set, stripped, assembled and braced by carpenters.

18. All work pertaining to carpentry including form building, bracing, shoring and stripping in or on tunnels is the work of the carpenter.

19. The carpenter shall unload, rig, handle and set all Bollards whether set in concrete, sand or any other materials.

20. The carpenter shall build and erect all temporary heat enclosures whether made of wood, plastic, metal or canvas including combinations of the above.

21. The carpenter shall install all masonry ties whether glued, nailed or mechanically fastened.

#### Section (b)

1. The building, erecting and dismantling of all scaffolds (except ordinary trestle scaffold) and all self-supporting scaffold over fourteen (14) feet in height, or any special designed scaffolds or those built for special purposes shall be built by carpenters. The making of horses, trestles and ladders is the work of the carpenter.

#### Section (c)

1. The setting, staying, leveling and bracing of all window frames and sash shall be done by the carpenter (except such frames and sash covered by agreements with other trades).

2. The making and setting of all frames, sash, doors, blinds, trim, store and other fixtures, assembling, erecting and installing of seats, benches, chairs and other furniture in schools, theatres, Churches, halls and other places of assemblage on floors of any kind including the anchor bolts or other devices and/or method for fastening of the above.

3. The installation of all builders hardware, including door tracks of every description. The installation of weather stripping; fitting and hanging of all doors (combination or otherwise) and fitting of screens for doors, windows and other openings.

4. The installation and/or laying of floor and wall coverings of carpet, wood, cork, linoleum, resilient tile, plastic and/or metal wall tile, rubber, plastic and composition tile and all metal accessories. The installation of rugs, carpets, draperies, curtains and venetian blinds and pockets for same.

#### Section (d).

1. The installation, erection and/or application of all shingles (roof or sidewall), siding, wallboard 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.
2. The unloading, handling, installation and/or application of all rubber or plastic one piece roofs whether sealed with a heat iron or glued (such as Goodyear Rubber Roofs or Trocal Plastic Film Roofs) including all accessories and flashing.
3. The unloading, handling and erection of all wood, metal plastic and composition partitions. The fabrication and installation of all bathroom partitions and doors, whether made of wood, metal, plastic, formica, fiberglass, composition materials or combinations is the work of the carpenter. Unloading, handling and installation of studless solid gypsum wallboard partitions in its' entirety.
4. The installation and/or erection of porcelain enameled panels and metal siding. The installation of Marlite and Mirawall Board (interior or exterior).

#### Section (e).

1. The installation and handling of laboratory equipment including cabinets and workbenches, bookcases either separately or used in conjunction with heating and/or air conditioning units.
2. The installation of all Herman-Nelson Cabinets, Nesbitt, Schemenauer, Trane, Warner-Webster, Inductor Bookcases and Cabinets regardless of name. (Note: Regardless if used separately or in conjunction with heating and/or air conditioning units).
3. The installation, unloading and handling of display cases and trim store fixtures, refrigerated cases and/or boxes. The installation of Alberene (of Duroc type stone) for table tops, countertops, sinks, back splashes and sills. The filling of joints with epoxy or similar type cement.

#### Section (f).

1. The laying, cutting and fastening (with clips or spotweld) of all roof deck planking floor planking and/or slabs whether gypsum concrete (Insulm-Tectum-Flinkote) or any other similar plank which are laid dry regardless of whether the joints are later filed or not

#### Section (g)

1. The installation of acoustic tile whether glued, clipped, stapled or nailed.
2. Acoustical suspended ceilings in its entirety.
3. H & T Solo Tile suspended systems.
4. The installation of all insulation whether glued, nailed, stapled, stud or spot-welded or blown on.

**Section (h).**

1. The unloading, handling, installation and erection of all Stran-Steel, Penn Metal, Permalok, Donn, Adas, Twin-Lok nailable bars and studs including top and bottom runners (interior and exterior).
2. Unloading, handling, installation and erection of U.S.G. or any other named brand Metal Studs including top and bottom runners to receive sheet-rock, gypsum wall and other materials attached by screws, nails or adhesive.

**Section (i)**

1. The unloading, handling, fitting and installation of sheet rock, gypsum wall board or similar materials whether attached by screws, nails, clips or adhesive.

**Section (j)**

1. Unloading, handling, installation and/or erection of all solar heat materials including imbedded items and panels.
2. Cooling towers, (made of metal, wood, ceramic, plastic, fiberglass or any other material) unloading, handling, erection and dismantling by carpenters.

**Section (k).**

1. The carpenter shall unload, handle and distribute any finished products installed by carpenters.

**Section (l)**

1. The above and subsequent sections are an overview, but are not limited to.

*(The installation of the following items and materials shall be by members of the United Brotherhood of Carpenters and Joiners of America.)*

- A.**
- Acoustical tile
  - Acoustical Suspended systems
  - Aluminum window sills and stools
  - Aluminum frames and door including hardware when set in masonry or prepared openings.
  - Aluminum trim (interior)
  - Anchor bolts (welded to reinforcing steel in foundations)
  - Armor Plate unloaded, rigged, handled, installed by carpenters
  - Asbestos plastic shingles
  - Asbestos sheeting (corrugated or flat)
  - Asphalt shingles
  - Astro Turf (total installation of shock-absorbing pan and Astro Turf)

- B. Backing for telephone equipment (plywood and other type composition)**  
 Backing (metal) for cabinet work  
 Backing board - to receive acoustical tile  
 Backing - for plumbing fixtures and accessories which effect the structure Cutting and chasing which affects the structure.  
 Base - snap-on metal; cove metal to wood or masonry walls; rubber or substitute material  
 Bathroom mirrors (flush mounted with small cabinets with doors)  
 Blackboards - unloading, distribution and installation of natural slate blackboards in mastic  
 Bollards - unloading, handling, rigging and setting  
 Bookcases - cabinets and tops  
 Brick and Masonry ties, (glued, nailed or mechanically fastened).  
 Bulletin boards  
 Bulkheads set by carpenters
- C. Cabinets (fire extinguishers) without pipe connections**  
 Cabinets - all types (kitchen, bathroom, laboratory, classroom, gym, etc.) Cemesto board panels  
 Chalkboards  
 Colorith (exterior panels mounted and secured to wood - wood furring with metal screws or clips - including caulking of the joints)  
 Caulking of window or door frames (metal or wood)  
 Classroom bookcases and cabinets  
 Cooling towers - layout, unloading, handling, erection and dismantling  
 Corner guard - interior or exterior on drywall construction  
 Cork (vinyl-covered sheet cork) cork nailed on  
 Curtain track (mounted on exposed ceiling surfaces)  
 Curb angles (metal) attached to concrete forms  
 Collimator room (push-out) interior wall panels
- D. Door bucks (metal) unloading, handling, setting, bracing, plumbing and aligning**  
 Doors - glass patio doors - prefabricated  
 Doors - aluminum automatic doors and frames  
 Doors - sliding frames (aluminum) attached to wood frame openings  
 Doors - Interior hollow metal door frames  
 Drywall - applied to wood studs, metal studs or resilient channels (including unloading and handling)  
 Doorbells - combination mechanical doorbells and peepholes  
 Display cases (self-service refrigerated), handling, setting and connecting by carpenters
- F. Fire-wall panels (sandwich type)**  
 Floors - all wood, wood block and patent type floors -bowling lanes Floors - Higgins (or similar type) stretchwood tile flooring  
 Floor sanding and scraping  
 Furniture -unloading, distribution, assembly and arrangement whether crated or uncrated.
- G. Gypsum wallboard and other type panels fastened directly to wood or metal studs; fastened directly to ceiling joists; wood or metal furring (including unloading and handling)**

Granite faced or stoned faced wall panels (exterior and interior) complete installation by carpenters (including unloading and handling).

- H. Hampers, laundry chutes, clothes hood and lines  
Handling, unloading and distribution of all finished products made and/or carrying the "Union Label" of the United Brotherhood shall be performed by carpenters, including all forms built on the job site
- I. Insulrock and Porete planking laid dry and steel joists with clips or weld.  
(Note: when pointed in mastic - done by roofer)  
Insulrock Roof decking  
Insulation - styrofoam fiberglass fastened by nails-clips-adhesive-staples or stud weld  
Insulation (rigid or flexible) held in place with stic-klips, studweld and adhesive to masonry walls and ceilings  
Insulation (Kaiser insulation sheathing) regardless of method of fastening  
Insulation (fibre glass) on masonry walls and ceiling of plenum chambers  
Insulation interior metal partitions
- J. Jack rods - falsework; erection and moving by crane of falsework for support of concrete forms to next point of use and handling of Jack Rods during slip-form operation  
Jack Rods (in slip forms) - if Jack Rods are designed to lift form and are to be left in the pour or removed at the discretion of the Contractor. rods will be installed and removed by carpenters
- K. The installation of all kitchen and other type cabinets
- L. Laboratory equipment - metal - wood - stone or composition material Lagging - cutting, carrying and placing  
Laminated drywall  
Latex underlayment - to receive resilient flooring  
Leveling Plates - alignment, leveling, grouting  
Lockers - (metal, wood, fiberglass, plastic or composite)  
Louvers - (exterior or interior)
- M. Metal windows to wood sub-frames  
Metal windows set into wood cased openings secured to wood liners  
Metal pan forms-handling and setting in position including installation of spreaders and struts .  
Mail boxes - Mechanical chimes  
Metal buildings, (siding, roofing, steel erection, form work, interior finishes)  
Metal-edge gypsum roof plank  
Metal studs (nailable or screwable) Penn-Metal; Permalok; Donn, etc.  
(including unloading and handling)  
Metal acoustical sidewalls, acoustical fiber-glass batts and metal grid systems  
Medicine cabinets - with or without mirrors  
Metal form for tilt-up concrete wall panels  
Metal sash in prepared masonry openings at top and bottom and metal wall studs at sides and end  
Magazine racks

- N. Nail-lock bar and backing board to receive acoustical tile  
Nailing bars (Donn, etc.) to receive sheetrock for acoustical tile  
Nucite chalkboard
- O. Omnia plank installation (laying of concrete block on wood floor slabs)  
Outriggers (scaffold or bridge) installation by carpenters
- P. Partitions - movable partitions and metal door frames  
Power shelf units - installation and assembling  
Precut concrete slot risers (rigging and erecting)  
Precast concrete column beams (rigging and erecting)  
Plastic column and beam covers (installation by carpenters)  
Pomeroy "H" bars (installation by carpenters)  
Porcelain enamel panels, insulated porcelain enamel panels used as column covers and filler strip  
Plastic material (corrugated or flat) when insulated at same time and same manner with transite, asbestos board or concrete board fastened to metal or wood. Also when used to cover sides and roofs of a building or other exterior section  
Plastic Roofs - one piece handling and installation
- Q. Quonset buildings - carpenters erect all Stran-Steel framing
- R. Rigging of metal pan form and flat deck forms  
Rigging of forms, timbers and wooden trusses - including the tying and signaling  
Rigging (by power) carpenter form material  
Retaining wall forms and curbs  
Robertson panels (siding) attached to wood or metal studs  
Rubber Roofs - one piece handling and installation
- S. Screeds  
Screed chairs (setting by carpenters)  
Simplex & Gates forms (installation and releasing)  
Solar Heat Panels and imbeded Solar Items  
Spancrete floor docking - erection by carpenters  
Siporex wall panels (exterior) complete installation by carpenters  
Styrofoam insulation - between wood furring strip and/or studs on outside walls  
Sheet lead - installation of sheet lead including cutting and fitting on doors, door and window frames, doors for X-Ray radiation rooms  
*The installation of all building construction material bonded or laminated to sheet lead*  
Stran-Steel - carpenters shall erect all nailable Stran-Steel members including Stran-Steel trusses, Stran-Steel partitions, studs joists or any other nailable Stran-Steel member.  
(This shall apply regardless of trade name or manufacturer.)  
Sheeting (.032 to #22 gauge) aluminum corrugated fastened to wood -metal studs or nailable studs.  
Study booths - installation of partitions, panels, doors, main and auxiliary desk and misc. trim  
Sheet rock or rock lath (clipped on furring channel as a base for acoustical tile)
- T. Trench wall (precast concrete) setting and installing  
Thermal insulation on walls and ceilings

Transite (corrugated) fastened to metal or wood  
Tectum planking - cutting and placing

- V. Vanities - bathroom (all types)  
Vanity Tops - fitting installation by carpenters)  
Venetian blinds (hanging, adjusting, threading cords and installing top closures)
- W. Wood shake shingles  
Window trim surrounds  
Welding - Acetylene and electric - used as tool of the trade  
Window frames - wet, stayed, plumbed and braced  
Windowframes - nailed or screwed to nailing strip embedded in concrete  
Window frames - metal interior  
Window stool - (16 gauge metal)  
Wall panels (Ar-Lite) exterior (setting, aligning, plumbing and caulking)  
Weldwood Glasweld pawls - (attached to wood or metal studs)

### PILEDRIVERS

Section (a). All piledriving shall be done under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America. This includes all wood, steel, concrete, sheet piling and bracing of same.

Section (b) The aligning, spotting, insertion and removal of casings used in the construction of drilled reinforced concrete foundation pillars and the welding, cutting and general maintenance is the work of piledrivers. The work of attaching the service line to the casings as they are inserted into the shaft and similarly attaching the service line to the casings for their withdrawal from the shaft is the work of the piledrivers. The number of piledrivers to be assigned to the work described in this section shall be limited to the number agreed on between the employer and the union, however, in no case shall there be employed less than two (2) piledrivers on each working rig.

#### Section (c)

1. Piledrivers shall unload all piles unless there is no piledriving crew on the project, in which event the unloading shall be done under the jurisdiction of the Brotherhood of Carpenters. Piledrivers shall also load and unload, erect, maintain and dismantle all leads and pile hammers; cut, weld or bum all piles; set and drive all sheeting of wood or other material and brace and shore the same. It shall be the work of the piledrivers to remove pile butts from the job site when a rig is used for the same, unless said pile butts are left for the dean-up crew of the General Contractor, at which time it shall be done by the general clean-up crew. The handling of all materials that had been or are to be used to accomplish any of the work set forth in this Article shall be done by piledrivers.

2. Piledriving, as herein defined shall include all labor employed in building, driving, staying, pulling and/or extracting 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 piledriving equipment when concurrent with piledriving operations; on regular piledriving rigs, the maintenance from the kingpin out ; the operation of the valve when located outside of cab.

