Title: Independent Building Agreement and Empire State Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), Local Unions 11, 964 (2001)

K#: 8568

Employer Name: Independent Building Agreement

Location: NY

Union: United Brotherhood of Carpenters & Joiners of America (UBC)

Local: 11, 964

SIC: 1540 NAICS: 23622

Sector: P Number of Workers: 3200

Effective Date: 05/01/01 Expiration Date: 04/30/04

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AGREEMENT
RESIDENTIAL, COMMERCIAL, INDUSTRIAL, HIGHWAY & BRIDGE
ON BEHALF OF ITS
LOCAL UNION 11 AND LOCAL UNION 964
MAY 1, 2001 TO APRIL 30, 2004

AGREEMENT entered into this 1st day of May, 2001, by and between EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, BY AND ON BEHALF OF ITS LOCAL UNIONS 11 & 964 hereinafter referred to as the "Union" of 10 Saw Mill River Road, Hawthorne, N.Y. 10532; 11 Kay Fries Drive, Stony Point, N.Y. 10980; and 270 Motor Parkway, Hauppauge, N.Y. 11788; and the hereinafter referred to as the "Association."

WITNESSETH:
WHEREAS, the parties hereto agree that harmonious relations and intelligent working arrangements are essential to improve the relationship between the construction contractor or employer, the public and the Union, and that all concerned must benefit by industrial peace and by the establishment and maintenance of fair contractual terms, conditions and provisions, and by the establishment and use of proper and fair methods of adjusting differences and of settling grievances, and
WHEREAS, the parties hereto have negotiated the terms, provisions and conditions of a successor Labor-Management Agreement for the ensuing thirty-six (36) months, to follow the previous Agreement and this successor Agreement, which shall, by its terms, expire on the 30th day of April, 2004.
NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties stipulate and agree as follows:

SECTION 1. RECOGNITION
A. Recognition of Union
The Association and any employer that becomes a signatory to this Collective Bargaining Agreement, but is not a member of the Association, hereby acknowledge that the Union has claimed and demonstrated, and the Association or signatory employer is satisfied and hereby acknowledges, that the Union represents a majority of the Association members' carpenters or said signatory employer's carpenters in an appropriate bargaining unit for purposes of collective bargaining. The Association and its members, as well as said signatory employer, accordingly recognize the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees within the contractual bargaining unit herein collectively referred to as "Carpenters" with respect to wages, hours and working conditions. The Association and any employer that becomes a signatory to this Collective Bargaining Agreement who is not a member of the Association further agrees that any dispute concerning its obligation to recognize the Union as sole and exclusive bargaining agent for the carpenters will be resolved solely under Section 22 herein.

The Council and all individual employers who sign or agree to be bound by this Agreement agree to establish and recognize a single multi-employer collective bargaining unit through an Association to be designated as the Association's agent, also referred to as the "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 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 joins the Association.

The employer agrees that, if it performs any service or work covered under this Agreement in the State of New York or the City of New York, it shall be bound by all the terms and conditions of the Trade Agreement applicable to the location where said service or work is being performed for the period of time that said service or work is being performed in said location in the same manner as if it were a direct signatory to the applicable Trade Agreement.

This Agreement is binding upon each individual employer regardless of whether or not he or she changes the name or style or address of his or its business. Each individual employer shall give notice in writing to the Union of any intent to change the name, style or address of his or its business or to perform business under more than one name or style or more than one address, as specified herein. Failure to provide such information shall constitute a material breach of the Agreement and the Union shall have the right to exercise all those lawful means to remedy any such violation.

The parties hereby waive any right that they may have to repudiate this Agreement during the term of the Agreement or during the term of any extension, modification or amendment to this Agreement, or during the negotiation thereof.
SECTION 4. WORK JURISDICTION

A. An Instrument Man shall receive the pay of a journeyman carpenter and must also know the duties of a rod man. He can be an apprentice and assist in doing layout.
SECTION 4. UNION SECURITIES

It shall be a condition of employment that all employees, who are members of the Union in good standing on the effective date of this Agreement, shall become and remain members in good standing in the Union. And, those who are not members of the Union on the effective date of this Agreement, shall become and remain members of the Union immediately after the expiration of the term of this Agreement. The fees of such members shall be divided equally between the Welfare and Pension Funds of the Union. Such fees shall be charged to the employer and shall be paid by the contractor. Such fees shall be charged to the employer and shall be paid by the contractor.

Any contractor may utilize the arbitration provisions of this Agreement to compel enforcement of this paragraph when reasonable demands have been made by the Union.

Carpenters shall be the Union office and advise them of the job location prior to the start of work. Notification by job foreman shall be required.

SECTION 5. WAGES

A. Carpenters shall be paid not less than the wage rates set forth on Schedule "C" annexed hereto and (any and such thereof) and made part of this Agreement.

B. Foremen are guaranteed full weekly pay. They are guaranteed 40 hours at the straight-time wage rate for each 8-hour workday and shall be paid overtime for each hour worked in excess of 40 hours per week.

C. General Foremen are guaranteed full weekly pay. They are guaranteed 40 hours at the straight-time wage rate for each 8-hour workday and shall be paid overtime for each hour worked in excess of 40 hours per week.

D. All wages and contributions to those Fringe Benefit Funds determined by the Council.

SECTION 6. HOURS OF LABOR, OVERTIME AND REPORT-IN-TIME MAKE-UP DAY

A. A regular workweek shall consist of Monday through Friday, inclusive. A regular workday consists of eight (8) hours, from 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. With the exception of Sundays, the workday for any workweek shall be performed without permission from the Union.

B. All work performed outside the regular work week or work day constitutes overtime and shall be paid at one and one-half (1 1/2) times the regular rate. Overtime at their scale plus fringes. The contractor shall be notified of the overtime work performed and shall be paid at double the rate, for both wages and fringe benefits.

C. In commercial and/or industrial work or construction, all carpenters reporting for work shall be guaranteed two (2) hours report-in-time and one-half (1/2) the regular rate, unless written permission has been secured from the Business Steward.

D. After commencing work, should a carpenter become injured or disabled, the employer shall cease work and perform no work whatsoever until the injured carpenter's doctor permits him to return to the job site. Should the contractor discontinue work to the extent that they may be required to wait for their wages, during severe weather, with no other work available.

E. The Council retains the exclusive right to allocate, or reallocate, all wages and contributions to those Fringe Benefit Funds pended by the Council.

SECTION 7. HOLIDAYS

A. The following are recognized as holidays: New Year's Day, President's Day (in place of Lincoln's and Washington's Birthday) if not observed on the Monday immediately following, Memorial Day, the day after Thanksgiving and Christmas Day. To perform work on a holiday will entitle the employee to double the straight-time wage rate. No work shall be performed on Labor Day.

B. Carpenters engaged in heavy and highway work, or work on power plants, dams, bridges, tunnels, airports, public works, railroads, reservoirs, filtration plants and similar installations, who are employed during an emergency, shall be paid for all hours worked at a rate of not less than one and one-half (1 1/2) times the regular rate. Should the holiday fall on a Saturday, then the make-up day shall be on Sunday, if the holiday falls on a Sunday, it shall be observed on the Monday immediately following. When carpenters are required to work on said holiday, they shall be paid at the rate of time and one-half for such holidays at regular rates, regardless of the day of the week on which the said holiday falls, in addition to the wages earned by them during such work as holiday pay.

C. Notice of the observance of the holidays of New Year's Day and Christmas Day shall be paid at the triple time rate and straight time fringe. President's Day (in place of Lincoln's and Washington's Birthday) if work is performed on said holidays, in the cash rate and straight time fringe. No work shall be performed on Labor Day.

SECTION 8. UNION REPRESENTATIVES RIGHT OF ACCESS TO WORK SITE

A. All Union Representatives have the right to visit any job or project of the contractor in the performance of his duties, and to see that there is full compliance with the provisions of this Agreement. He may discuss with the contractor, or the latter's representative, any grievances or complaints whatever, concerning the contractor or the contractor's employees who are members as Job Steward on the Prime Contractor's payroll immediately upon the commencement of any activity subject to the trade jurisdiction defined in Section 1.11, of this Agreement.

B. The Union will appoint a Job Steward for each contractor signatory to this Agreement, at a salary of not less than $3.50 per hour over Journeyman scale plus fringes. Overtime at their scale plus fringes. The contractor shall notify the Union Steward in writing of any activity on the job site, shall be required to meet with an authorized representative of the Union for the purpose of establishing labor relations dealing with expediting their project along craft lines.

SECTION 9. CONTRACTOR'S OBSIGATION AND DUTIES

A. Prior to commencing any work, the contractor shall carry all required Workers Compensation Insurance covering all carpenters with an minimum of $100,000 plus $250,000 policy limit in New York. The contractor shall, at his own expense, carry cover under the Disability Benefits Law of the State of New York effective immediately upon the commencement of work. The contractor shall make all Social Security payments and Fringe Benefit payments as required for all carpenters. The contractor shall carry any and all protective insurance, and shall make all and such benefits payments covering the carpenters which are appurtenant to the job in accordance with all local, state, federal, and New York law, rule or ordinance.

B. The contractor shall furnish all woodworking machinery, including clamps, mickey bars, power tools, benches, drill bits, tarp, legs, extension cords, and all such supplies and equipment. The contractor must furnish any
of a notice of Failure to Pass such examination. In the event of an appeal, the
employer agrees that neither the Council nor any
health of employees referred to it pursuant to federal, state and local law or
laws. This to apply to each succeeding five (5) carpenters on the job.

3. if it is determined by the Council that the employer has violated
the provisions of this Agreement (for example, not reporting jobs, failing to
pay proper pay and stamps), 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 contractor's jobs on a 75% Council assignment/25% employer
rights of the Council to remove its members from any job on which
Failure to comply with this Section shall be a breach of this 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 remedied.

SECTION 28. EXPRIATION, RENEWAL AND NOTICE

All of the provisions, conditions and terms of this Agreement shall be
renewable at the 1st day of May, 2001 and shall expire on the 30th day of
April, 2005. The Agreement shall automatically be renewed from year to year
thereafter, unless modified or terminated by either party giving to the other
party not less than sixty (60) days nor more than one hundred and twenty
(120) days written notice prior to the next termination date, in its desire to
modify or terminate this Agreement. In the event this Agreement is renewed,
shall be deemed to contain all the terms and conditions of the next
succeeding Agreement as negotiated between the Association and the Union.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR HANDS AND SEALS TO BE
HEREETO AFFIXED DATED THIS ___________ DAY OF __________, 20_____

UNION:

EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS,
UNIONED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA

By: ________________________________
Printed Name of Principal
By: ________________________________
Printed Title of Principal
Print Principal's Name
Print Principal's Title
Print Company Name
Print Company Address
City, State, Zip Code

Social Security No. of Principal:

UNIONED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA

UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA

Business Phone:

Business Fax No.:

Workers Comp. Policy No.:

Carrier:

Unemployment Ins. No.:

New York State Disability No.:

Federal ID: Withholding Tax No.:

Social Security No. of Principal:
special tools required to be used in the performance of any special kind of work.

4. The contractor shall provide a suitable tool house or locker for the tools of the carpenter on the job, which shall be for the use of such carpenter only and shall be in a place where the tools may be kept safe, secure, and free from the risk of theft or damage. The employer shall be responsible for loss or damage caused by theft or fire. The contractor shall be responsible for all tools left or stolen when the carpenter is not on the job, in the maximum amount of five (5) dollars per tool. The contractor shall be responsible for the cost of replacing any tools lost or stolen or damaged by the contractor, his employees, or other persons.

5. The contractor shall be responsible for the cost of acquiring, maintaining, and insuring fire and theft insurance in an amount not less than one dollar per year for each hour or portion thereof for which a member of the fringe benefit funds is employed by the contractor. The contractor shall be responsible for maintaining all necessary records for audit. The contractor shall be responsible for providing all necessary funds for the payment of insurance premiums, and shall be responsible for paying any taxes or other charges levied by any governmental authority. The contractor shall be responsible for any loss or damage caused by theft or fire, and shall be responsible for the cost of replacing any tools lost or stolen or damaged by the contractor, his employees, or other persons.

6. The contractor shall be responsible for the cost of any services provided by the Fringe Benefit Funds, including all costs and charges incurred by the Funds in connection with the administration of this Agreement. The contractor shall be responsible for the cost of any services provided by the Fringe Benefit Funds, including all costs and charges incurred by the Funds in connection with the administration of this Agreement.
SECTION 14. UNION'S RIGHT TO STRIKE DELINQUENT EMPLOYERS

The Union is granted all absolute right to strike the job of any delinquent employer who is in violation of this Agreement. In any case of delinquency, the Union has the right to direct the Referral Hall to furnish the carpenters to employment with such contractor until all delinquencies are completely paid in full. Where such action is the result of the delinquency of any contractor, the Referral Hall shall immediately forward to the Trust such documentation as may be required to comply with the requirement of any such contractors. Wherever set forth elsewhere in this Agreement, such delinquent contractor shall be required to post bond for the repair of the deficiency for a period not to exceed thirty (30) days from the date of delinquency, or for a period not to exceed three (3) days prior to their return to employment for such contractor.

SECTION 15. INDUSTRY ADVANCEMENT FUND

A. The employer shall contribute three (3.10) cents for each employee hour worked for the Industry Advancement Fund (I.A.F.).

B. The proceeds to be financed by the Industry Advancement Fund shall include but not be limited to the following. The laborers shall be held harmless for all damages, including attorney fees, if they pursue collection of the contributions. This Agreement shall be void if the Union is not in default in complying with the requisites of this Agreement. In such event, the parties shall meet immediately and, if such part or portion hereof shall not invalidate the remaining part or portions of this Agreement, this Agreement shall remain in effect until the date of arbitration, the arbitrator shall have the power and authority to make a final award binding on both parties to said dispute.

SECTION 16. WORKING EMPLOYER

A. Stability, fairness of competition, the physical and mental well-being of workers are among the major objectives of this Agreement and, in furtherance thereof, the parties agree to continue to monitor the employment and working conditions in the Industry in accordance with all existing federal and state laws and regulations pertaining thereto.

B. The Union agrees to hold the Trust harmless for all damages, including attorney fees, if they pursue collection of the contributions. The Labor-Management Cooperation Fund shall be established and maintained for the purpose of furthering the interests of the carpenters, laborers, and apprentices in the Industry. The party desiring arbitration shall notify the other in writing, at the address set forth in this Agreement for said party. A copy of such notice shall be sent to the Trust at the address set forth in this Agreement. In such event, the parties shall meet immediately and, if such part or portion hereof shall not invalidate the remaining part or portions of this Agreement, this Agreement shall remain in effect until the date of arbitration, the arbitrator shall have the power and authority to make a final award binding on both parties to said dispute.

SECTION 17. CONTRACTOR'S PERFORMANCE AND SURETY BOND

Prior to the commencement of any work, at the discretion of the Council, a surety bond may be required of the contractor. The surety bond shall be in the amount of five thousand ($5,000.00) dollars and must guarantee to the payment of Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, Laborers Welfare Fund, Laborers Pension Fund, and Apprentice Training Fund contributions under this Agreement. Where special circumstances require lesser coverage, permission for same may be granted by the Trustees of the Funds and/or the Council.

SECTION 20. UNION AS EMPLOYER

A. All applicable federal, state, county, city, town or municipal laws, rules, regulations and ordinances pertaining to safety regulations shall be observed and complied with by the contractor. After due notice to the contractor and the laborer's failure to correct same, the Union may consider any violation of safety regulations as a breach of this Agreement. In such case, the Union may withdraw its members until such violations have been corrected by the contractor. Should such withdrawal of workers occur, they shall not be returned to work until the contractor has complied fully with the requisite safety regulations and has corrected such violation completely. The duration of this withdrawal shall be no more than three (3) days for each such occurrence.

B. Each working employer and/or working partnership shall fully control and determine the terms and conditions of employment of the employees under the applicable Funds shall be to the extent permitted by applicable law.

SECTION 20. UNION AS EMPLOYER

A. All applicable federal, state, county, city, town or municipal laws, rules, regulations and ordinances pertaining to safety regulations shall be observed and complied with by the contractor. After due notice to the contractor and the laborer's failure to correct same, the Union may consider any violation of safety regulations as a breach of this Agreement. In such case, the Union may withdraw its members until such violations have been corrected by the contractor. Should such withdrawal of workers occur, they shall not be returned to work until the contractor has complied fully with the requisite safety regulations and has corrected such violation completely. The duration of this withdrawal shall be no more than three (3) days for each such occurrence.

B. Each working employer and/or working partnership shall fully control and determine the terms and conditions of employment of the employees under the applicable Funds shall be to the extent permitted by applicable law.

SECTION 21. ASSIGNABILITY OF AGREEMENT

A. All provisions, conditions and terms of this Agreement shall be binding upon all parties hereto and their successors, assigns and transferees.

SECTION 22. UNION AS EMPLOYER

A. For the purpose of this Agreement, the Union, the Apprentice Training Fund, and the Council's Fund, shall be considered an employer in order to control the federal and state laws with respect to the Trust Agreement set up pursuant to this Agreement.

B. The party desiring arbitration shall notify the other in writing, at the address set forth in this Agreement for said party. A copy of such notice shall be sent to the Trust at the address set forth in this Agreement. In such event, the parties shall meet immediately and, if such part or portion hereof shall not invalidate the remaining part or portions of this Agreement, this Agreement shall remain in effect until the date of arbitration, the arbitrator shall have the power and authority to make a final award binding on both parties to said dispute.

C. The programs to be financed by the Industry Advancement Fund shall be in the amount of five thousand ($5,000.00) dollars and must guarantee the payment of Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, Laborers Welfare Fund, Laborers Pension Fund, and Apprentice Training Fund contributions under this Agreement. Where special circumstances require lesser coverage, permission for same may be granted by the Trustees of the Funds and/or the Council.

D. Make-up day applies to all contractors working in housing and development and all contractors working in accordance with this Agreement. A. Referral through Council

E. Fringe stamps/voucher must be paid to carpenters in the amount specified by said Agreement.

F. All other carpenters must pass a fair and comprehensive physical examination.

SECTION 25. MISCELLANEOUS CONDITIONS

A. All carpenters working within the jurisdiction of the aforementioned Local Unions must receive the stamp/voucher of that Local Union where the work is being performed until October 1, 1998, including the Empire State Regional Referral Hall. There are and will be no exceptions!

B. Apprentices are to be supplied by the contractor depending upon the nature of the work. They may be transferred from time to time to comply with the requirements of the Executive Board and the Apprentice Training Fund.

C. There will be no exceptions. Apprentice must be enrolled in a program approved by the Referral Hall, but in the event of such rejection, the contractor shall make-up the loss for the apprentice within the thirty (30) day period. Referral Hall shall then review a new job applicant to the contractor. This process shall be repeated until the contractor retains a job applicant for employment.

1. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, nor in any way affected by, Union affiliation or any other aspect or obligation of Union membership, policies or regulations. All applicants must pass a physical examination before being accepted by the Referral Hall, but in the event of such rejection, the contractor shall make-up the loss for the apprentice within the thirty (30) day period. Referral Hall shall then review a new job applicant to the contractor. This process shall be repeated until the contractor retains a job applicant for employment.

2. Carpenter shall work no more than one (1) job in any twenty-four (24) hour period:

B. In the event an apprentice fails to pass his/her physical examination, the Referral Hall shall be sent to In rotation provided they have the necessary skill and experience to fill the job.

C. Carpenter who has been employed for substantial periods of time, which may be determined by the Referral Hall, may be referred through the Referral Hall, by any contractor who is party to this Agreement, or by any other means provided for under the collective bargaining agreement or by the Union, shall be presumed to meet the general requirements of skill and experience and shall be placed on the referral list.