

Summary only

K8145

5/15/02 - 5/14/07

1,000 workers

**AGREED CHANGES TO THE UNTIED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA LOCAL NO.9  
AND THE CONSTURCTION INDUSTRY EMPLOYERS ASSOCIATION, INC.  
COLLECTIVE BARGAINING AGREEMENT OF MAY 15, 1999 - MAY 14, 2002**

Parenthesis and underline ( ) indicates agreed tentative language as of April, 18 2002

**UNION PROPOSAL**

1. Fringe Benefits - Agreed to the following proposed language based on Union assurance that the Employers bargaining Unit (CIEA) will appoint at least one management trustee to any fund Local 9 fringe benefits are directed for a minimum of twelve (12) months.

(Section 1. The employer agrees that it shall make fringe benefit contributions to those 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 regulation 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.

Section 2. 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 3. The Union shall have the right to remove Employees from the Employ of any Employer who is fifteen (15) days or more delinquent in the payment of contributions to the funds. If the Union does remove the Employees, they shall not be obligated to again furnish Employees unless and until all contributions have been made as required. Where such strike action is necessary as a result of the delinquency of any Employer in the payment of wages or fringe benefits as set forth elsewhere in this agreement, such delinquent employer shall be required to pay the striking Employees wages and fringe benefits for each day on strike for a period not to exceed (3) days prior to returning to employment for such Employer.)

2. Apprentices - Agreed to the following proposed language.

(The Employer agrees that it shall make the appropriate contribution as set forth in this Collective Bargaining Agreement with the Empire State Regional Council of Carpenters and its affiliated local Unions to the Empire State Carpenters Apprenticeship Committee in the amount set forth in this Agreement. The Employer also 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. Apprentices shall receive the same monetary increase as the journeyperson on the Building and Heavy Highway agreements.

Every attempt will be made to have an apprentice for every five- (5) journeypersons on a project. All apprentices will be hired exclusively through the union hall. Apprentices can be rotated at any time by the union to ensure proper hours worked in the appropriate categories. Every effort will be made not to upset the manpower of a job. If an apprentice is taken another shall be available to take his/her place.

The contractor shall be responsible to give the union the proper assessment of all apprentices. All contractors shall return the periodic assessment forms to the union.

**3. Work in Other Areas - *Agreed to the following proposed language:***

(The employer agrees that if it performs any work covered under any Collective Bargaining Agreement of the Empire State Regional Council of Carpenters or in any of its Regional Districts or constituent local Unions, or of the New York City District Council of Carpenters, within 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, as well as the legal effect thereof (Whether under Section 8(l) of 9(a), of the National Labor Relations Act) for the Duration of the work)

**4. Alternate Dispute Resolution - *Agreed to the following proposed language:***

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

**5. UBC Health & Safety and Apprenticeship & Training Funds of North America and Labor Management Education and Development Fund - *Agreed to the following proposed language based upon contributions being deducted from wage settlement:***

(In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of two cents (\$.02) per hour worked for each employee covered by this Agreement to the United Brotherhood of Carpenters Health & Safety Fund of North America (the "Health & Safety Fund.") The parties also agree that the Employer shall make a contribution of two cent (\$.02) per hour worked for each employee covered by this Agreement to the Unite Brotherhood of Carpenters Apprenticeship & Training Fund of North America ( the "Training Fund") The parties also agree that the Employer shall make a contribution of two cents (\$.02) per hour worked for each employee covered by this agreement to the Labor Management

Education and Development Fund (the "Labor Management Fund.") Payment shall be made to the Health & Safety Fund, the Training Fund and the Labor Management Fund on or before the 30th day of the month following the month of the work performed. The employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Health & Safety Fund, the Training Fund, and the Labor Management Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request the employer may receive the latest annual report prepared for the Health & Safety Fund, the Training Fund, and/or the Labor Management Fund)

6. Floorlayer Addendum - *Agreed to Floorlayers Addendum*

### CIEA PROPOSAL

**SAFETY TRAINING** - *Parties Agreed to develop a safety training program which will require all Union members to be certified in the OSHA 10-Hour Safety Training Course. Such Training will be on the members' own time and must be completed no later than two (2) years after the initial date of the agreement.*

**PREAMBLE** - *Agreed to the following:*

This Agreement is entered into (in order to forge a long-term partnership that will promote stability between the Union, Craftsmen and Employer); to facilitate the peaceful adjustment and 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 hereby of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and to the purpose and intent thereof, to bring about stable conditions in the industry, keep costs of work in the industry as low as possible, consistent with fair wages and proper working conditions as provided for hereunder

**ARTICLE II –Employment-General & ARTICLE IV- Employer Conditions** - *Agreed to combine the two articles as follows*

**Article II**      **Eliminate Heading, "Employment - General" and Section 1. Sections 2 & 3 will be renamed Sections 4 & 6 respectively.**

**Article IV      Rename as Article II and shall read as follows:**

**Article II - "Employer Conditions"**

**Section 1.** The Union hereby agrees to immediately grant to the Employer party to this Agreement more favorable conditions, which the Union may grant to other Employers normally covered by this Agreement who operate within the geographical boundaries set forth in this agreement. The Union and Employer recognize that from time to time an owner, developer and/or contractor may request that the Union and other construction trades provide a simplified short form agreement which may set forth the terms and conditions different than contained herein for the purposes of providing that the work is performed in conformity with the basic wage and fringe benefit standards established by this Agreement. The Union and Employer agree that such simplified agreements (commonly referred to as "project agreements") will not be used by the Employer under this clause to claim that more favored terms have been granted, and the entry into such agreement will not be a violation of this section provided the Employer is granted the same terms and conditions contained in the project agreement on that project if he is the successful bidder on that project. The Union and Employer further agree that the negotiations of a project agreement is in the discretion of the Union, Association, Construction Employers or its designated representatives, and that the Union has no obligation to notify the Employer, at anytime, of a project labor agreement. The Union will be allowed upon notification to the Association to provide relief from the provisions of this section for the purpose of organizing non-union contractors through the means of a one-time only project agreement.

**Section 2 -** The Union recognizes that the basic responsibility of the Employer, including the right to hire, transfer layoff or discharge and the maintaining of order and efficiency is vested exclusively in the Employer.

**Section 3.** During the term of this Agreement the Employer shall have the ability to institute new procedures on the handling of contribution forms to the various funds.

**Section 4.** *Previous Section 2 Article II Agreed to add the following language (No limitation shall be placed upon the amount of work which an Employee shall perform during the work day, nor shall there be any restrictions against the use of machinery, tools or labor saving devices.)*

**Section 5.** *The Parties Agree to develop an employer funded substance abuse program which would include testing and provide assistance for those tested positive. The parties further agree to develop an employer funded audiology testing program.*

**Section 6.** *Agreed to the following language: (The Union shall be allowed access to all jobs, but may consult only with the steward and those acting in a supervisory capacity, except under conditions beyond control of contractor)*

**ARTICLE V - Work Day, Overtime, Holidays, Shiftwork Agreed to the following:**

Section A. 1. - (Work Week and Work Day. The normal workweek shall consist of (40) hours Monday through Friday. The Standard workday shall consist of eight (8) hours of work exclusive of one-half (1/2) hour unpaid lunch period. Changes to the start and finish of the work day or times of the lunch periods below may be made by agreement between the Union and the Contractor, and such agreements shall not be unreasonably withheld.)

(The regular workday shall be between the hours of 6:00 a.m. and 5:30 p.m. with a starting time between 6:00 a.m. and 9:00 a.m. The employer should make every effort to start work between 6:00 a.m. and 8:00 a.m. The employer shall provide one-half - (1/2) hour unpaid lunch period to commence no earlier than (4) hours after the start of the shift and no later than five (5) hours after the start of the shift.

(Employees shall be ready to commence work at their regularly scheduled time.)

**AGREED TO INCLUDE THE FOLLOWING AS AN ADDENDUM:**

(On all private projects, the Employer shall have the ability to implement a four (4) - day work week (Monday-Thursday or Tuesday- Friday) with the normal work day being ten (10) hours. Every attempt shall be made to make the four (4) - day work week Monday-Thursday. The Carpenter working over forty (40) hours in a workweek or ten (10) hours in any workday shall be paid the approved overtime scale.)

**Section A. 2 - Agreed to change " Decoration Day", to "Memorial Day"**

**Section A. 2 (a) - Agreed to change section and will read in its entirety as follows: (The Employer will make every effort not to work on Labor Day.)**

**Section B. 1 (2) - Shiftwork, Premium of Other Basic Trades: -Agreed to Eliminate**

**Section B. 1 (4) – Duty to Report Before Start of Shiftwork: Agreed to Eliminate**

**Section B. 1 (6) - On-Going Discussion : Agreed to Eliminate**

**ARTICLE VI – Travel –Reciprocal - Parking**

**Section 1. a. - Travel Outside Boundaries – Maintain All Monetary Conditions**  
*Gary Ford will develop language mandating contributions re PBGC agreement. Tom Burke to contact.*

**Section 1 b.** - Gary Ford will develop language mandating contributions re PBGC agreement. Tom Burke to Contact.

**Section 2** - Agreed to the following language - (In the Downtown area where free parking or on-street parking is not available, the employer shall increase carpenters base rate fifty cents (\$.50) per hour. Where the Employer chooses to furnish parking, such area must be within a three (3) block area of the job site. The downtown area is defined as Elmwood Avenue north to North Street, east on North Street to Michigan Avenue, south on Michigan Avenue to Seneca Street, west on Seneca Street to Upper Terrace, northerly on Upper Terrace to Elmwood Avenue. On jobs in other than the downtown area, the employer will endeavor to provide proper parking facilities as near the job site as possible.)

## ARTICLE VIII- Other Working Conditions

**Section 1.** - Pay For Employees Starting Wednesday or Thursday Agreed to change as follows: (Any employee starting a new job on Wednesday or Thursday and requesting his pay for those days, shall notify the Leadman (sometimes called the Foreman) and he shall be paid Wednesday's and Thursday's wages on the regular pay day.)

**Section 4** - Strict Observance of Starting Time - Agreed to Eliminate

**Section 5** - Job Transfer - Tool Responsibility Agreed to Change as follows: (The Employee on being ordered to report to another job the next morning for the same Employer may move his own tools and be responsible for those tools. If the Employer transports employee's tools from one job to another the employer shall be wholly responsible for such tools while being moved.)

**Section 9** - Saws Filed on Job Site - Agreed to Eliminate

**Section 12** - Inclement Weather - Agreed to Change as follows: (Employees will not be required to work in inclement weather except in the case of an emergency and to protect work in progress, such as maintaining forms while pouring concrete, and under such circumstances, suitable rain gear must be supplied by the Employer.)

**Section 14** - Division of Available Inside Work in Inclement Weather - Agreed to change as follows: (When inside work is not available for all employees, such work shall, as far as possible, be divided equally among the men on the job. The work to be shared equally shall be such work as stripping of forms and like tasks which can be performed by all men involved with relative equal efficiency.)

**Section 17** - Agreed to add new section - (Safety Equipment: When issued to an employee that is damaged or stolen on the job site as a result of its use, will be replaced by the Contractor. Safety equipment that is lost, misplaced or left off the job site and is a

requirement of employment will be reissued to the Employee and the cost of the equipment will be charged to the Employee.)

Section 18 – Tools Carpenter -Agreed to eliminate "Tools -Millwright Precision" & "Tools - Millwright"

## ARTICLE IX – Payroll Period, Pay Day, Itemization, Pay Scale, Fund Contribution

Section 1 - *Agreed to Change as follows:* Payroll Period (The payroll week shall be established by the employer and agreed to by The Union.

Section 3 - *Agreed to Change as follows:* Pay Day (Employee shall be paid no later than five (5) days after the end of the payroll week. If mutually agreed to by employer and employee, direct payroll deposit may be provided. At the time employee is laid off the employer at the discretion of the Union may be required to pay the employee at time of lay off.) Any employee working for any Employer who fails to receive his wages on the regular payday or at lay-off shall immediately notify the Union, which shall proceed at once to collect the amount due. Waiting time is to be charged until wages are received, unless the delay is due to circumstances beyond the control of the Employer or through some fault of the Employee. The carpenter employee wages then due to him will be available no later than 10:00 a.m. so that the employees may be paid before leaving the job in the event inclement weather or any other unforeseen condition. The parties agree that where the Employer has made a good faith effort to meet this requirement and there is an unforeseen and unavoidable delay, such a delay will not be considered a breach of the agreement.

Section 5 (e) - *Agreed to change the change as follows:* (All Employers) shall on or before the fifteenth (15) day following the end of each calendar month, pay the association ten (\$ .10) cents per hour worked during said calendar month to all employees covered by the agreement. The Construction Industry Fund...

## ARTICLE X - Bonding/Trust

Section 1 - *Agreed to add the following language:* (The employer shall choose one of the following three (3) bonding options and submit to the Union its signed selection on a form to be supplied by the Union.) Within thirty-six (36) hours of commencing...

## ARTICLE XIII – Requirements of Employer

Section 1 - *Agreed to Eliminate:* Identification of Prime Contractors at job sites.

*Agreed to move the following language from Article II Section 1 to Section 3b - Paragraph 27 - Violation of Listed Jurisdiction in Assignment of Work: (Setting and) Installation of all concrete work...*

### **ARTICLE XV - Stewards Clause**

*Section 1 - Agreed to replace current Section 1 with the following: (On all jobs that employ 5 carpenters or more, the Union shall have the right to appoint a working steward from the hall. On all jobs less than five (5) carpenters, the Union shall have the right to appoint the working steward from the carpenters in the crew. All Stewards must be members of Local 9. The Steward will keep a daily our book and a weekly time sheet. The weekly time sheet shall be signed by a company foreman to verify the hours. If a company chooses not to have the company foreman in the field sign the weekly time sheet they may opt to send it to the company office and have it signed by the company designee. Failure to comply shall be interpreted as being delinquent and revert to Article -- Section 3.) If any steward does not perform as expected, the Union shall replace the steward with another qualified person.*

*Section 1 (c) - Agreed to add the following language: Under no circumstances will Carpenters Local 9 send out a man whom the (Prime or) General Contractor has discharged for just cause.*

### **ARTICLE XVI - Leadmen (Sometimes called Foreman)**

*Section 4 (a) - Agreed to Eliminate Section*

### **ARTICLE XXI - Agreement Status**

*Section 2 - Agreed to add the following language: (All efforts will be made to follow up this contract with another five (5) year agreement to continue the harmonious labor and management relationships.*



**DURATION OF CONTRACT - MAY 15, 2002 - May 14, 2007**

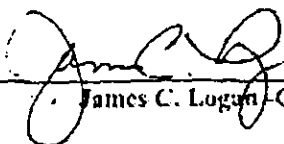
The annual hourly increases for the Commercial Building Agreement are as follows:

- May 15, 2002 \$1.25
- May 15, 2003 \$1.25
- May 15, 2004 \$1.40
- May 15, 2005 \$1.40
- May 15, 2006 \$1.45

In the Downtown area where free parking or on-street parking is not available, the employer shall increase carpenters base rate fifty cents (\$.50). Where the Employer chooses to furnish parking, such area must be within a three (3) block area of the job site. The downtown area is defined as Elmwood Avenue north to North Street, east on North Street to Michigan Avenue, south on Michigan Avenue to Seneca Street, west on Seneca Street to Upper Terrace, northerly on Upper Terrace to Elmwood Avenue. On jobs in other than the downtown area, the employer will endeavor to provide proper parking facilities as near the job site as possible.

The annual hourly increases for the Commercial Heavy & Highway Agreement are as follows:

- May 15, 2002 \$1.50
- May 15, 2003 \$1.75
- May 15, 2004 \$1.75
- May 15, 2005 \$1.75
- May 15, 2006 \$1.75

  
 \_\_\_\_\_  
 James C. Logan - CIEA

  
 \_\_\_\_\_  
 Thomas W. Burke - Carpenters Local 9

6/13/02  
 \_\_\_\_\_  
 Date

06/13/02  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
Employers Signature

\_\_\_\_\_  
Date

K 8145  
100 pages

2002 - 2007  
**AGREEMENT**

*between the*

**Empire State  
Regional Council of Carpenters**

**ON BEHALF OF**

**Carpenters Local #9**

*of the*

*United Brotherhood of  
Carpenters and Joiners of America  
and the*

**Construction Industry  
Employers Association, Inc.**

*and*

**Construction Employers**

May 15, 2002

to

May 14, 2007



## TABLE OF CONTENTS

	Page
PREAMBLE.....	1
ARTICLE I - Jurisdiction, Territory and Craft, Union Security and Dues Deduction.....	2
ARTICLE II - Conditions of Employment.....	4
ARTICLE III - Employer Conditions.....	6
ARTICLE IV - Work Day, Overtime, Holidays, Shift Work.....	8
ARTICLE V - Downtown Parking.....	10
ARTICLE VI - Show-Up Time.....	11
ARTICLE VII - Other Working Conditions.....	12
ARTICLE VIII - Payroll Period, Itemization, Pay Day, Pay Scale, Fund Contributions.....	18
ARTICLE IX - Fringe Benefits.....	30
ARTICLE X - Bonding/Trust Funds.....	31
ARTICLE XI - Apprentices.....	31
ARTICLE XII - Joint Policy and Qualification Board.....	35
ARTICLE XIII - Requirements of Employer.....	38
ARTICLE XIV - Jurisdictional Disputes.....	48
ARTICLE XV - Steward's Clause.....	53
ARTICLE XVI - Leadmen (sometimes called Foremen).....	55
ARTICLE XVII - On-Site and Off-Site Construction.....	56
ARTICLE XVIII - Contracting and Subcontracting of Work, etc.....	57
ARTICLE XIX - Arbitration Procedure.....	59
ARTICLE XX - Delinquent Contractor Liability to Contributory Funds or Dues Deduction Funds.....	62
ARTICLE XXI - Agreement Status.....	64

## APPENDICES

	<b>Page</b>
1. PBGC Term Sheet.....	68
2. Fringe Benefit Bonding Policy Requirements.....	72
3. Collection Policy .....	79
4. Carpenters Local 9 Floor Covering Addendum.....	88
5. Carpenters Local 9 Dues Deduction Authorization.....	91
6. Carpenters Local 9 Alternative Workweek.....	93
7. Carpenters Local 9 PAC Authorization .....	94

**Carpenters Local No. 9**  
3871 Harlem Road, Suite #1  
Cheektowaga, New York 14215  
Phone: 716-836-0050  
Fax: 716-836-8801

**Empire State Carpenters Fringe Benefit Funds**

Send Contributions to:

**Empire State Carpenters Pension Fund**

**Empire State Carpenters**

**Flexible Account Health Fund**

**Empire State Carpenters Annuity Fund**

**Empire State Carpenters Apprenticeship Fund**

**Union Dues Deductions**

1000 North Blossom Road, Suite #1  
Elma, New York 14059  
Phone: 716-668-7843  
Fax: 716-668-7848

**2002-2007**  
**CARPENTERS AGREEMENT**

This Agreement is made and entered into this fifteenth (15th) day of May 2002, by and between the Construction Industry Employers Association (hereinafter referred to as the Association), Construction Employers who are not members of the Association and the Empire State Regional Council of Carpenters on behalf of Carpenters Local 9 (hereinafter referred to as the Union).

**PREAMBLE**

This Agreement is entered into in order to forge a long-term partnership that will promote stability between the Union, Craftsmen and Employer 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 hereby of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workmen; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and to the purpose and intent thereof, to bring about stable conditions in the industry, keep costs of work in the industry as low as possible, consistent with fair wages and proper working conditions as provided for hereunder.

## **ARTICLE I**

### **JURISDICTION TERRITORY AND CRAFT UNION SECURITY AND DUES DEDUCTION**

1. a) The jurisdiction of Carpenters Local No. 9 includes the County of Erie, Townships of Persia and Perrysburg in Cattaraugus County and Grand Island.

b) The Employer recognizes the Union as the exclusive bargaining representative of carpenters covered under this Agreement, and it agrees that Employers covered by this contract shall be hired for and assigned to perform work within the jurisdictional claims of the Union, as the same have been established by Agreements between the various International Unions of the Building Trades Department, AFL-CIO, Decisions and Agreement of Record made pursuant to the Plan for Settlement of Jurisdictional Disputes in the Construction Industry and as further evidenced by other Agreements or matters of record pertaining to jurisdictional claims. All other references hereinafter made to the craft or trade jurisdiction of the Union are made for purposes of explanation or clarification and are not intended to and should not be construed as limitations of this Article.

2. **UNION SECURITY:** The Employer agrees that any and all Employees covered by this Agreement and within the classifications of work as herein provided, shall become and remain members of the Union in good standing to the extent of tendering periodic dues and initiation fees uniformly required by the Union as a condition of continued employ-

ment immediately following the first eight (8) days of such employment or the execution date of this Agreement, whichever is later.

3. DUES DEDUCTION: Effective May 15, 2002 and during the life of this Agreement, except as otherwise agreed by the parties, the Employer shall deduct 5% of the total composite rate per hour for all hours paid to all employees covered by this Agreement, including premium hours as weighted from the pay of each employee who signs the authorization form annexed hereto and designated as Appendix A, authorizing such deduction and remit the same to Carpenters Local 9. This money is due no later than the 7th day of the month following the close of the previous month's payroll. A 6% interest rate compounded monthly will be charged for any and all delinquencies.

4. WORK IN OTHER AREAS: The employer agrees that if it performs any work covered under any Collective Bargaining Agreement of the Empire State Regional Council of Carpenters or in any of its Regional Districts or constituent local Unions, 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, as well as the legal effect thereof (Whether under Section 8(f) or 9(a), of the National Labor Relations Act), for the duration of the work.



## ARTICLE II

### CONDITIONS OF EMPLOYMENT

1. The Employer agrees that in the employment of commercial carpenters that all such carpenters so employed will be required to have a commercial qualifying card prior to employment and as a condition of continued employment.

2. The Employer agrees that all employees hired subsequent to the effective date of this Agreement will have taken the qualifying examination for carpentry or do so at an examination conducted within thirty (30) days after his employment unless the time for the conduct of the examination is extended by the appropriate panel designated by the Union as set forth in Article XII hereof, or the employee is given an opportunity by the panel for one re-examination. The re-examination shall be conducted within thirty (30) days. In order to take full advantage of skilled carpenters who do not possess qualifying cards, examination of such individuals upon application will be held as promptly as possible. All applications for examination submitted before the close of business on Tuesday of any week shall be examined before the end of said week.

3. The possession and the producing of a commercial qualifying card issued by the Joint Qualifying Board and the said proof of residency shall be not only conditions prior to employment, but to continued employment as well.

4. a) To the extent permitted by law, as a requirement for employment, carpenter applicants for employment must produce satisfactory proof of twelve (12) months consecu-

tive legal residency prior to commencing employment in the geographical area as covered by this Agreement and so defined under the title of Jurisdiction, Article I, AI.

b) In the event there are no qualified applicants who possess proof of twelve (12) months' consecutive legal residency as outlined above, the Employer may then employ any carpenter applicant, subject to Article XII, relating to the Joint Policy and Qualifications Board and Section 2 of this Article II.

c) This preference given to Carpenters who are local residents is not to be construed as prohibiting the employment of those carpenters who would move normally into this area and establish a permanent residence and who can qualify in accordance with the Qualification Procedures as set forth in Article XII relating to the Joint Policy and Qualification Board.

d) In the event there are no qualified applicants possessing a qualifying card, the Employer may then employ any carpenter applicant, giving preference to the extent permitted by law to residents in the area described in this Agreement under Jurisdiction, subject to Article XII relating to the Joint Qualifying Board and Section 2 of this Article II - i.e., the person so employed will promptly apply for the examination by the Joint Qualification Board.

**5. NON-DISCRIMINATION CLAUSE:** No term of this Agreement shall be applied to discriminate against an Employee or an applicant for employment based on considerations of his race, creed, color, religion, sex, sexual orientation or national origin, veteran status or handicapped/dis-

ability status. The parties shall comply with applicable Federal and New York State statutes and the orders and regulations issued by administrative agencies of competent jurisdiction to bar said discrimination.

### **ARTICLE III**

#### **EMPLOYER CONDITIONS**

1. On the basis set forth herein, the Union hereby agrees to immediately grant to the Employer party to this Agreement more favorable conditions which the Union may grant to other Employers covered by this Agreement who operate within the geographical boundaries set forth in this Agreement. The Union and the Employer recognize that from time to time an owner, developer and/or contractor may request that the Union and other construction trades provide a simplified short form agreement which may set forth the terms and conditions different than contained herein for the purposes of providing that the work is performed in conformity with the basic wage and fringe benefit standards established by this Agreement. The Union and Employer agree that such simplified agreements (commonly referred to as "project agreements") will not be used by the Employer under this clause to claim that more favored terms have been granted, and the entry into such agreement will not be a violation of this section provided the Employer is granted the same terms and conditions contained in the project agreement on that project if he is the successful bidder on that project. The Union and Employer further agree that the negotiations of a project agreement is in the discretion of the Union

and Association or its designated representatives, and that the Union has no obligation to notify the Employer, at any time of a project labor agreement. The Union will be allowed upon notification to the Association to provide relief from the provisions of this section for the purpose of organizing non-union contractors through the means of a one-time only project agreement.

2. The Union recognizes that the basic responsibility of the Employer, including the right to hire, transfer, layoff or discharge and the maintaining of order and efficiency is vested exclusively in the Employer, subject to the terms of this Agreement.

3. No limitation shall be placed upon the amount of work which an Employee shall perform during the work day, nor shall there be any restrictions against the use of machinery, tools or labor saving devices.

4. The Parties agree to develop an employer funded substance abuse program which would include testing and provide assistance for those tested positive. The parties further agree to develop an employer funded audiology testing program which, if implemented, shall be subject to applicable law.

5. The Union shall be allowed access to all jobs, but may consult only with the steward and those acting in a supervisory capacity, except under conditions beyond the control of the contractor or where circumstances warrant to address a job employment issue.

## ARTICLE IV

### WORK DAY, OVERTIME, HOLIDAYS, SHIFT WORK

1. a) **WORK WEEK AND WORK DAY:** The normal work week shall consist of forty (40) hours Monday through Friday. The standard work day shall consist of eight (8) hours of work exclusive of one-half (1/2) hour unpaid lunch period. Changes to the start and finish of the work day or times of the lunch periods below may be made by agreement between the Union and the Contractor, and such agreements shall not be unreasonably withheld.

The regular workday shall be between the hours of 6:00 a.m. and 5:30 p.m. with a starting time between 6:00 a.m. and 9:00 a.m. The employer should make every effort to start work between 6:00 a.m. and 8:00 a.m. The employer shall provide one-half (1/2) hour unpaid lunch period to commence no earlier than four (4) hours after the start of the shift and no later than five (5) hours after the start of the shift. Employees shall be ready to commence work at their regularly scheduled time.

b) **OVERTIME RATE AND HOLIDAYS, HOLIDAY PAY, OVERTIME RESTRICTIONS:** One and one-half (1-1/2) times the regular rate of pay shall be paid for all work performed on Saturday and for all work beyond the regular working hours of any day as set out in the preceding paragraph. Twice the regular rate of pay shall be paid for all work performed on Sundays and the following legal Holidays: New Year's Day, Memorial Day, Independence Day, Labor

Day, Thanksgiving Day and Christmas Day. If any of the aforesaid holidays falls upon a Sunday, it shall be observed on the following Monday. When the day prior to Christmas and New Year's Day is a weekday, all Employees will receive eight (8) hours pay for eight (8) hours worked.

i. The Employer will make every effort not to work on Labor Day.

ii. Stewards shall be included in all overtime work. Overtime work shall so far as possible be divided equally among the men on the job, except when more than one shift is employed as hereinafter set forth.

iii. Employees shall not be allowed to work overtime evenings, Saturdays or Sundays for any Employer other than the one by whom they are regularly employed.

c) **SHIFTWORK:** When work is carried on in shifts, the second shift shall extend from 4:30 P.M. to 12:00 Midnight, and if a third shift is necessary, it shall extend from 12:00 Midnight until 7:30 A.M., allowances being made in both of these shifts for a thirty (30) minute lunch period. On the second and third shifts, one and one-seventh ( $1\frac{1}{7}$ ) times the regular rate of pay shall be paid. All work from 7:30 A.M. Saturday until 8:00 A.M. Sunday shall be paid at time and one-half ( $1\frac{1}{2}$ ) the rate of the second and third shift time pay. All work from 8:00 A.M. Sunday until 8:00 A.M. Monday shall be paid at twice the rate of the second and third shift time pay. Any work less than seven (7) hours on the second and third shift shall be considered overtime work unless inclement weather or conditions beyond

the control of the Employer prevents work being carried on. No Employee shall be permitted to work more than one shift during the calendar twenty-four (24) hours.

d) No Employee changed from one shift to another shall suffer loss in pay.

e) **SPECIAL PROBLEMS:** On work such as alterations and repairs to stores, offices and occupied buildings, where regularly prescribed shifts cannot be worked, special provisions will be arranged between the Employer and the Union. If for any reason beyond the control of the Employer, it is necessary to start the second shift later than 4:30 P.M., the shift shall work the number of second shift hours.

## **ARTICLE V**

### **DOWNTOWN PARKING**

1. **DOWNTOWN PARKING:** In the Downtown area where free parking or on-street parking is not available, the employer shall increase carpenters base rate fifty cents (\$.50) per hour. Where the Employer chooses to furnish parking, such area must be within a three (3) block area of the job site. The downtown area is defined as Elmwood Avenue north to North Street, east on North Street to Michigan Avenue, south on Michigan Avenue to Seneca Street, west on Seneca Street to Upper Terrace, northerly on Upper Terrace to Elmwood Avenue. On jobs in other than the downtown area, the employer will endeavor to provide proper parking facilities as near the job site as possible.

## **ARTICLE VI**

### **SHOW-UP TIME**

1. a) The purpose and objective of the parties in agreeing to and implementing the following provisions shall be to prevent unnecessary and avoidable delays in construction, promote productivity in the industry and, as far as possible, to provide continuous employment of labor and economic gains to employees therefrom.

b) An Employee, excluding those Employees who have a guaranteed eight-hour day, if he reports to work on any job at his regular starting time and is not assigned to work during the hours of the regular work day or portions thereof because of unforeseen conditions of inclement weather, will be compensated up to two (2) hours pay at his regular rate of pay. This compensation may be allocated in increments of no less than one-half (1/2) hour.

c) The determination of the necessity to allocate this compensation will be made jointly by the Steward, Foreman and Superintendent. Resumption of work shall be determined jointly by them. Such determinations shall be made pursuant to the objectives stated in Paragraph 1, and employees must abide by such determination.

d) Whenever any portion of the entire allowance is applied to the first two (2) hours of the regular work day, any Employee who fails to report to work at the designated starting time shall forfeit that portion of the allowance which was applied prior to his reporting to work.



e) Employees who do not abide by the determinations of the Steward, Foreman and Superintendent or who leave the job site before permission has been granted by the Superintendent, will forfeit the allowance that was applied on that work day.

f) On Saturdays, Sundays and holidays, show-up time shall be paid at the Employee's straight time rate. When the Employee is assigned and does perform work on these days, he shall be paid at the applicable overtime rate, including the show-up allowance.

g) In the application of said allowance, Employees shall not receive more than eight (8) hours pay for the hours between 8:00 A.M. and 4:30 P.M.

## **ARTICLE VII**

### **OTHER WORKING CONDITIONS**

1. **LAYOFF NOTICE AND PROCEDURE:** When an Employee is to be laid off, the Employer or his Foreman shall give the Employee one hour's notice to permit him to sharpen his tools. After completion of sharpening of tools, the Employee shall return to work. One hour's pay may be substituted for one hour's allowance for sharpening tools. Employees should be notified prior to the end of their regular shift if no work is available for them on the following day. When an Employee so notified while off the job after the completion of his work that there is no work available on the following day, such Employee shall receive two (2) hours pay. It is agreed that where late notification is given as a

result of physical calamities, such as cave-ins, fires, major equipment failures and the like, show-up time will not be required. These exceptions do not include the weather (snow, etc.). The men will be notified as promptly as possible not to report for their next shift.

**2. NO REFERRAL OR HIRES FOR LESS THAN HALF-DAYS' WORK:** No Carpenter Employee shall be sent from the Union for less than one-half (1/2) day's work, nor shall he report to any Employer for less than one-half (1/2) day's work, unless inclement weather conditions beyond the control of the Employer prevent work from being carried on.

**3. JOB TRANSFER - TOOL RESPONSIBILITY:** The Employee on being ordered to report to another job the next morning for the same Employer may move his own tools and be responsible for those tools. If the Employer transports employee's tools from one job to another the employer shall be wholly responsible for such tools while being moved.

**4. WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCE:** All Employees shall be protected under the provisions of the Worker's Compensation Law of New York State, as well as the Unemployment Insurance and Disability Benefits Laws of New York State.

**5. ALTERNATE DISPUTE RESOLUTION:** The Union and an Employer agree to consider implementation of a Workers' Compensation ADR Program.

**6. DBL PAYMENTS:** Where the Employee has properly complied with the state regulation and either the insurance

company or the state fund selected by the Employer fails to pay an eligible Employee his benefits within four (4) weeks, then the Employer shall pay the benefits and the Employee shall execute an assignment to the Employer of his benefit entitlement.

7. No employer, nor the substantial owner of a business employing carpenters, nor members of the immediate family of a closely held family corporation employing carpenters shall perform any of the work covered by this Agreement.

8. DRINKING WATER: The Employer will be required to provide cool water in sealed insulated containers, with individual drinking cups, and if it necessary to provide ice to retain the coolness of the water, it will be so required of the Employer.

9. SHELTER, SANITARY CONDITIONS, ETC.: Employers shall furnish a suitable room for the sole use of Employees under this Agreement for the purpose of keeping their tools, clothes and eating their lunch. Such room to be kept clean at all times and from September 1st to May 15th, heating facilities (such as propane gas heaters) shall be installed and operated to provide 65 degrees temperature when the men report for work and sufficient so that the men's clothes will be warm and dry when they report for work. The necessary sanitary conveniences in sufficient numbers relative to the number of Employees on the job shall be provided. Room in which the tools for Employees are kept shall be provided with a substantial lock. In case of fire on a job, the Employer shall be held responsible for the loss of mechanics tools and clothing lost in fire and should

replace them in kind. The Employer shall cooperate fully with the Union in affording proper protection for tools and clothing outside of working hours. In cases of fire or theft when said articles are deemed to be in the care of the Employer, he shall replace them in kind within forty-eight (48) hours or reimbursement therefore by cash or check to be made within one (1) week.

**10. EQUIPMENT TO BE SUPPLIED BY EMPLOYER (WELDING AND BURNING):** All welding gear, welding and burning equipment, gloves, sleeves, helmets, goggles are to be supplied by the Employer. The Employer shall also supply pants and coats when needed.

**11. INCLEMENT WEATHER:** Employees will not be required to work in inclement weather except in the case of an emergency and to protect work in progress, such as maintaining forms while pouring concrete, and under such circumstances, suitable rain gear must be supplied by the Employer.

**12. EQUIPMENT TO BE SUPPLIED WHEN WORKING IN MUD OR WATER:** The Contractor is to supply pullover shoe boots when Employees are working in mud or water.

**13. DIVISION OF AVAILABLE INSIDE WORK IN INCLEMENT WEATHER:** When inside work is not available for all employees, such work shall, as far as possible, be divided equally among the men on the job. The work to be shared equally shall be such work as stripping of forms and like tasks which can be performed by all men involved with relative equal efficiency.

**14. EMPLOYEES OBLIGATION TO RETURN TOOLS, EQUIPMENT AND PROTECTIVE CLOTHING:** Each Employee is obligated to return all tools, equipment and protective clothing issued to him.

15. When an Employee starting at 8:00 A.M. works beyond 6:00 P.M., he will be given time to have coffee and a sandwich at the job site. The work will not stop during the break.

**16. SAFETY EQUIPMENT:** When issued to an employee that is damaged or stolen on the job site as a result of its use, will be replaced by the Contractor. Safety equipment that is lost, misplaced or left off the job site and is a requirement of employment will be reissued to the Employee and the cost of the equipment will be charged to the Employee.

**17. SAFETY TRAINING:** Parties agreed to develop a safety training program which will require all Union members to be certified in the OSHA 10-Hour Safety Training Course. Such Training will be on the members' own time and must be completed no later than two (2) years after the initial date of the agreement.

## 18. TOOLS - CARPENTER:

1-16 oz. or 20 oz. Hammer	1-50'0" Tape
1-8 Pt. Saw	1-2'0" Framing Square
1-16 oz. Plumb Bob	1-10" Screw Driver
1-2" Crescent Wrench	1-18" Bit Extension
1-Chalk Box	3-Wood Bits 1/2 - 3/4 - 1"
1-2" Hand Level	1-Ball of Mason Line (100' Minimum)
1-Wrecking Bar	1-Tapered 8" Drift Pin
2-Wood Chisels 1/2" x 1"	1-Keyhole Saw
1-Tin Snipes (Aviation Type Snips)	1-File Handle
1-Pair Pliers (with Wire Cutters)	1-1"-Cold Chisel
	1-Hack Saw with Blades

## 19. TOOLS - CARPENTER FINISH:

1-16 oz. Hammer	1-Nail or Wrecking Bar
1-8 Pt. Saw	1-Cold Chisel
2-10 Pt. Saws	1-Pair Tin Snips
1-16 oz. Plumb Bob	1-Pair Pliers
1-Crescent Wrench	1-Keyhole Saw
1-6" Rule	1-Hack Saw
1-Ratchet Screw Driver	1-50' Tape
2-8" and 10" Screw Drivers	1-Block Plane
1-Phillips Screw Driver	1-Smoothing Plane
1-Set Wood Chisels 1/4 - 1 1/2	2-Nail Sets 1/16 and 1/8
1-Combination Square	1-Scriber
1-Set Wood Bits 1/8 to 1"	1-Wood Countersink
1-Hand Level	1-Coping Saw
1-Chalk Box	1-Framing Square

## ARTICLE VIII

### **PAYROLL PERIOD, ITEMIZATION, PAY DAY, PAY SCALE, FUND CONTRIBUTIONS**

1. **PAYROLL PERIOD:** The payroll week shall be established by the Employer and agreed to by The Union.

2. **ITEMIZATION OF PAY STUB:** Each Employer covered by this Agreement agrees to itemize only all hours paid, wages and deductions from wages, along with the firm's name and address on the pay stub.

3. **PAY DAY:** Employees shall be paid no later than five (5) days after the end of the payroll week. If mutually agreed by employer and employee, direct deposit payroll may be provided. Any Employee working for any Employer, who fails to receive his wages on the regular payday, shall immediately notify the Union, which shall proceed at once to take action to collect the amount due. Waiting time is to be charged until wages are received, unless the delay is due to circumstances beyond the control of the Employer or through some fault of the Employee. The carpenter employee wages then due him will be available not later than 10:00 A.M. so that employees may be paid before leaving the job in the event of inclement weather or any other unforeseen condition. The parties agree that where the Employer has made a good faith effort to meet this requirement and there is an unforeseen and unavoidable delay, such a delay will not be considered a breach of the Agreement.

4. a) **PAY SCALE:** Building Carpenter - Effective May 15, 2002, the rate of wages to be paid the Building

Journeyperson shall be twenty-four dollars and forty-eight cents (\$24.48) per hour less 5% of the total composite rate per hour to be deducted from the twenty-four dollars and forty-eight cents (\$24.48) per hour for the dues deduction as outlined in Article I, Section C of this Agreement.

i. Effective May 15, 2003, the Building Carpenter wage/fringe benefit package shall be increased by one dollar and twenty-five cents (\$1.25).

ii. Effective May 15, 2004, the Building Carpenter wage/fringe benefit package shall be increased by one dollar and forty cents (\$1.40).

iii. Effective May 15, 2005, the Building Carpenter wage/fringe benefit package shall be increased by one dollar and forty cents (\$1.40).

iv. Effective May 15, 2006, the Building Carpenter wage/fringe benefit package shall be increased by one dollar and forty-five cents (\$1.45).

v. Effective May 15, 2002, the dues deduction referred to in paragraph 4A above, shall be one dollar and ninety-two cents (\$1.92) for all straight time hours.

Note: Sundays or Holidays: double the above. All other overtime will be multiplied by time and one-half (1-1/2).

b) PAY SCALE: Heavy & Highway Carpenter - Effective May 15, 2002, the rate of wages to be paid the Heavy & Highway Journeyperson shall be twenty-four dollars and seventy-three cents (\$24.73) per hour less 5% of the



total composite rate per hour to be deducted from the twenty-four dollars and seventy-three cents (\$24.73) per hour for the dues deduction as outlined in Article I, Section C of this Agreement.

i. Effective May 15, 2003, the Heavy & Highway Carpenter wage/fringe benefit package shall be increased by one dollar and seventy-five cents (\$1.75).

ii. Effective May 15, 2004, the Heavy & Highway Carpenter wage/fringe benefit package shall be increased by one dollar and seventy-five cents (\$1.75).

iii. Effective May 15, 2005, the Heavy & Highway Carpenter wage/fringe benefit package shall be increased by one dollar and seventy-five cents (\$1.75).

iv. Effective May 15, 2006, the Heavy & Highway Carpenter wage/fringe benefit package shall be increased by one dollar and seventy-five cents (\$1.75).

v. Effective May 15, 2002, the dues deduction referred to in paragraph 4A above, shall be one dollar and ninety-two cents (\$1.92) for all straight time hours.

Note: Sundays or Holidays: double the above. All other overtime will be multiplied by time and one-half (1-1/2).

#### 5. FUND CONTRIBUTIONS: Effective May 15, 2002

a) Six dollars and forty-eight cents (\$6.48) per hour for all hours paid, except on premium hours, which shall be paid at 1-1/2 or 2 times the regular rate, whichever is appropriate, to all carpenters and piledrivers covered by this

Agreement, shall be paid by the employer to the Buffalo Carpenters Health Care Premium and Benefit Fund or its successor, the Empire State Carpenters Welfare Fund (hereinafter collectively the "Welfare Fund"). The Union and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, creating the Welfare Fund and the Plan rules adopted by the Trustees of the Welfare Fund in establishing and administering the foregoing fund pursuant to the said Trust Agreement, as currently in effect and as the Trust Plan may be amended from time to time.

b) Five dollars and sixty-five cents (\$5.65) per hour for all hours paid, except on premium hours, which shall be paid at 1-1/2 or 2 times the regular rate, whichever is appropriate, to all carpenters and piledrivers covered by this Agreement, shall be paid to the employer to the Buffalo Carpenters Pension Fund and, as allowable under IRS/PBGC mandate, the Empire State Carpenters Pension Fund. The Union and Employer adopt and agree to be bound by, and hereby assent to, the respective Trust Agreements of the Buffalo and Empire Fund Pension Funds and the Plan rules adopted by the Trustees of those Funds in establishing and administering the foregoing fund pursuant to the said Trust Agreement, as currently in effect and as the Trust Plan may be amended from time to time. To the extent applicable, the Employer agrees to be bound by the terms of the PBGC "Term Sheet" set forth in Appendix 1 of this Agreement.

c) Thirty cents (\$.30) per hour for all hours paid to all carpenters and piledrivers covered by this Agreement shall be paid by the employer to the Empire State Carpenters Apprenticeship Fund. The Union and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, as amended, creating the Empire State

Carpenters Apprenticeship Fund and the Plan rules adopted by the Trustees of Fund in establishing and administering the foregoing fund pursuant to the said Trust Agreement, as currently in effect and as the Trust Plan may be amended from time to time.

d) One dollar and forty cents (\$1.40) per hour for all hours paid, except on premium hours, which shall be paid at 1-1/2 or 2 times the regular rate, whichever is appropriate, to all carpenters and piledrivers covered by this Agreement, shall be paid by the employers to the Buffalo Carpenters Annuity Fund and its successor, the Empire State Carpenters Annuity Fund. The Union and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreements, as amended, creating the Buffalo Carpenters Annuity Fund and its successor, the Empire State Carpenters Annuity Fund, and the Plan rules adopted by the Trustees of those Funds in establishing and administering the foregoing fund pursuant to the said Trust Agreement, as currently in effect and as the Trust Plan may be amended from time to time.

e) The Union has the option of using the wage/fringe increases as contained in Article VIII of this Agreement in funding any program it desires and it shall give the employer at least thirty (30) days' written notice before exercising said option.

f) **CARPENTERS INTERNATIONAL TRAINING FUND:** In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of six cents (\$.06) per hour worked for each employee covered by this Agreement to the Carpenters International Training Fund. Payment shall be made to the

Carpenters International Training Fund on or before the 30th day of the month following the month of the work performed. The employer hereby agrees to be bound by the Agreements and Declarations of Trust for Carpenters International Training Fund as it exists and as it may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request the employer may receive that latest annual report prepared for the Carpenters International Training Fund.

g) All Employers shall on or before the fifteenth (15th) day following the end of each calendar month, pay the Association ten cents (\$.10) per hour for each hour worked during said calendar month for employees covered by the agreement.

The Construction Industry Fund is supported completely by employer contributions to meet costs and expenses of the Association in connection with various activities and programs, including but not limited to the negotiation and administration of the collective bargaining agreements with Building Trade Unions, participation and support of the Labor and Management Partnership (LAMP) and other programs which will benefit both the employees and employers covered by this agreement.

The Executive Board of the Association, in accordance with its Bylaws, shall be the sole administrator of the Construction Industry Fund.

Contributions to the Construction Industry Fund shall be made effective the date of the commencement of this Agreement and shall continue during the life of this Agreement. The Union collects this money as a convenience

and the Construction Industry Fund shall hold the Union harmless from any actions of the Construction Industry Fund.

h) In the case of overtime hours (Article IV), the sums of monies in paragraph 5(a) for Buffalo Carpenters Health Care Premium and Benefit Fund or its successor, the Empire State Carpenters Welfare Fund, shall be nine dollars and seventy-two cents (\$9.72) per hour, the sums of monies in paragraph 5(b) for the Buffalo Carpenters Pension Fund, or as the case may be, the Empire State Carpenters Pension Fund, shall become eight dollars and forty-eight cents (\$8.48) per hour, the sums of monies in paragraph 5(c) for the Empire State Apprenticeship Committee Fund, in the case of overtime hours (Article IV) shall be forty-five cents (\$.45) per hour, the sums of monies in paragraph 5(d) for the Buffalo Carpenters Annuity Fund, or its successor, The Empire State Carpenters Annuity Fund, shall be two dollars and ten cents (\$2.10). This applies to all overtime except Sundays and Holidays, which are to be paid at double time.

All remittances will be made to the Funds Office at 3871 Harlem Road, Suite #1, Cheektowaga, New York 14216, not later than the 7th of the month following the month in which the hours are worked in the case of employers having a permanent place of doing business in the Buffalo area and weekly in the case of all other employers.

Any signatory who fails to remit a monthly report even if there are no hours to report, shall be assessed a \$50.00 fine for the first infraction and \$150.00 for the second and each infraction thereafter. If there are no hours reported for one (1) month, the contractor can cease reporting until his/her first month in the active status.

**CHART SHOWING PAYMENT DISTRIBUTION  
FOR JOURNEYMAN CARPENTERS - BUILDING**  
Building Journeymen - Straight Time Hourly Rate

**May 15, 2002**

1. Paycheck - Less Dues	\$24.48	\$1.92
2. Apprentice & Journeyman Uptraining Fund	\$ .30	
3. Pension	\$ 5.65	
4. Health Care Premium Benefits	\$ 6.48	
5. Annuity	\$ 1.40	
6. Health & Safety	\$ .06	
Total Composite Hourly Rate	\$38.37	
Construction Industry Fund	\$ .10	

**CHART SHOWING PAYMENT DISTRIBUTION  
FOR JOURNEYMAN CARPENTERS - HEAVY & HIGHWAY**  
Building Journeymen - Straight Time Hourly Rate

**May 15, 2002**

1. Paycheck - Less Dues	\$24.73	\$1.93
2. Apprentice & Journeyman Uptraining Fund	\$ .30	
3. Pension	\$ 5.65	
4. Health Care Premium Benefits	\$ 6.48	
5. Annuity	\$ 1.40	
6. Health & Safety	\$ .06	
Total Composite Hourly Rate	\$38.62	
Construction Industry Fund	\$ .10	

Note: Sundays or Holidays Double the above. All other overtime will be multiplied by time and one-half (1-1/2), for both wages and fringes.

**CHART SHOWING PAYMENT DISTRIBUTION  
FOR JOURNEYMAN CARPENTERS - BUILDING**  
Building Journeymen - Straight Time Hourly Rate

**May 15, 2003**

1. Paycheck - Less Dues	\$24.73	\$1.98
2. Apprentice & Journeyman Uptraining Fund	\$ .30	
3. Pension	\$ 5.65	
4. Health Care Premium Benefits	\$ 6.23	
5. Annuity	\$ 2.65	
6. Health & Safety	\$ .06	
Total Composite Hourly Rate	\$39.62	
Construction Industry Fund	\$ .10	

**CHART SHOWING PAYMENT DISTRIBUTION  
FOR JOURNEYMAN CARPENTERS - HEAVY & HIGHWAY**  
Building Journeymen - Straight Time Hourly Rate

**May 15, 2003**

1. Paycheck - Less Dues	\$25.48	\$2.02
2. Apprentice & Journeyman Uptraining Fund	\$ .30	
3. Pension	\$ 5.65	
4. Health Care Premium Benefits	\$ 6.23	
5. Annuity	\$ 2.65	
6. Health & Safety	\$ .06	
Total Composite Hourly Rate	\$40.37	
Construction Industry Fund	\$ .10	

Note: Sundays or Holidays Double the above. All other overtime will be multiplied by time and one-half (1-1/2), for both wages and fringes.

**CHART SHOWING PAYMENT DISTRIBUTION  
FOR JOURNEYMAN CARPENTERS - BUILDING**  
Building Journeymen - Straight Time Hourly Rate

**May 15, 2004**

1. Paycheck - Less Dues	\$24.88	\$1.85
2. Apprentice & Journeyman Uptraining Fund	\$ .30	
3. Pension	\$ 5.65	
4. Health Care Premium Benefits	\$ 7.23	
5. Annuity	\$ 2.90	
6. Health & Safety	\$ .06	
Total Composite Hourly Rate	\$41.02	
Construction Industry Fund	\$ .10	

**CHART SHOWING PAYMENT DISTRIBUTION  
FOR JOURNEYMAN CARPENTERS - HEAVY & HIGHWAY**  
Building Journeymen - Straight Time Hourly Rate

**May 15, 2004**

1. Paycheck - Less Dues	\$25.98	\$1.90
2. Apprentice & Journeyman Uptraining Fund	\$ .30	
3. Pension	\$ 5.65	
4. Health Care Premium Benefits	\$ 7.23	
5. Annuity	\$ 2.90	
6. Health & Safety	\$ .06	
Total Composite Hourly Rate	\$42.12	
Construction Industry Fund	\$ .10	

Note: Sundays or Holidays Double the above. All other overtime will be multiplied by time and one-half (1-1/2), for both wages and fringes.



**CHART SHOWING PAYMENT DISTRIBUTION  
FOR JOURNEYMAN CARPENTERS - BUILDING**  
Building Journeymen - Straight Time Hourly Rate

**May 15, 2005**

1. Paycheck - Less Dues	\$24.88	\$1.91
2. Apprentice & Journeyman Uptraining Fund	\$ .30	
3. Pension	\$ 5.65	
4. Health Care Premium Benefits	\$ 8.23	
5. Annuity	\$ 3.30	
6. Health & Safety	\$ .06	
Total Composite Hourly Rate	\$42.42	
Construction Industry Fund	\$ .12	

**CHART SHOWING PAYMENT DISTRIBUTION  
FOR JOURNEYMAN CARPENTERS - HEAVY & HIGHWAY**  
Building Journeymen - Straight Time Hourly Rate

**May 15, 2005**

1. Paycheck - Less Dues	\$25.25	\$1.97
2. Apprentice & Journeyman Uptraining Fund	\$ .30	
3. Pension	\$ 5.65	
4. Health Care Premium Benefits	\$ 8.73	
5. Annuity	\$ 3.88	
6. Health & Safety	\$ .06	
Total Composite Hourly Rate	\$43.87	
Construction Industry Fund	\$ .12	

Note: Sundays or Holidays Double the above. All other overtime will be multiplied by time and one-half (1-1/2), for both wages and fringes.

## ARTICLE IX

### FRINGE BENEFITS

1. The employer agrees that it shall make fringe benefit contributions to those 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.

2. 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.

3. The Union shall have the right to remove Employees from the Employ of any Employer who is fifteen (15) days or more delinquent in the payment of contributions to the funds. If the Union does remove the Employees, they shall not be obligated to again furnish Employees unless and until all contributions have been made as required. Where such strike action is necessary as a result of the delinquency of any Employer in the payment of wages or fringe benefits as

set forth elsewhere in this Agreement, such delinquent employer shall be required to pay the striking Employees wages and fringe benefits for each day on strike for a period not to exceed (3) days prior to returning to employment for such Employer.

## **ARTICLE X**

### **BONDING/TRUST FUNDS**

1. The employer shall choose one of the following three (3) bonding options and submit to the Union its signed selection on a form to be supplied by the Union. The bonding options are set forth in Appendix 2 to this Agreement.

## **ARTICLE XI**

### **APPRENTICES**

1. In order to maintain a sufficient number of skilled mechanics in the building industry, the necessity for the employment of apprentices is hereby recognized and the employment and proper training of as many Apprentices as is reasonable and practicable shall be encouraged and undertaken by the Employer and the Union and its operation shall be in accord with the Apprentice Standards as approved by the Union and the Employer.

2. To assure the success of this program, it is hereby agreed that each Employer will be required to employ and train apprentices in accordance with the Training Standards.

The number employed is to be at the ratio of one apprentice to five (5) journeymen in the overall employ of the Employer. Apprentices assigned to a job shall be in the company of Journeyman Carpenters.

3. The Employer agrees that it shall make the appropriate contribution as set forth in this Collective Bargaining Agreement with the Empire State Regional Council of Carpenters and its affiliated local Unions to the Empire State Carpenters Apprenticeship Committee in the amount set forth in this Agreement. The Employer also 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. Apprentices shall receive the same monetary increase as the journeyman on the Building and Heavy Highway agreements.

4. Every attempt will be made to have an apprentice for every five (5) journeymen on a project. Apprentices will be hired exclusively through the Union hall. Apprentices can be rotated at any time by the Union to ensure proper hours worked in the appropriate categories. Every effort will be made not to upset the manpower of a job. If an apprentice is taken, another apprentice shall be available to take his/her place.

The contractor shall be responsible to give the Union the proper assessment of all apprentices. All contractors shall return the periodic assessment forms to the union.

**WAGE SCALE FOR APPRENTICES**  
**Straight Time Hourly Rate**

**Carpenter-Building Apprentice**

<b>May 15, 2002</b>	<b>Base Rate</b>	<b>Health Care</b>	<b>Pension</b>	<b>Training</b>	<b>Health/Safety</b>
1st - 12 months	\$10.59	\$ 3.13	-0-	\$ .30	\$ .06
2nd - 12 months	11.59	3.13	\$1.00	\$ .30	\$ .06
3rd - 12 months	13.59	3.13	2.00	\$ .30	\$ .06
4th - 12 months	15.59	4.13	2.00	\$ .30	\$ .06

Effective May 15, 2002, 5% of the total composite rate shall be deducted per hour from the apprentices for dues deductions, as per Article I (3).

Overtime shall be paid in accordance with Article IV, Section 1 a) and b) of this Agreement.

Effective May 15, 2003, the Carpenter-Building Apprentice wage/fringe package shall be increased by one dollar and twenty-five cents (\$1.25).

Effective May 15, 2004, the Carpenter-Building Apprentice wage/fringe package shall be increased by one dollar and forty cents (\$1.40).

Effective May 15, 2005, the Carpenter-Building Apprentice wage/fringe package shall be increased by one dollar and forty cents (\$1.40).

Effective May 15, 2006, the Carpenter-Building Apprentice wage/fringe package shall be increased by one dollar and forty-five cents (\$1.45).

## **Heavy & Highway Apprentice**

<b>May 15, 2002</b>	<b>Base Rate</b>	<b>Health Care</b>	<b>Pension</b>	<b>Training</b>	<b>Health/Safety</b>
1st - 12 months	\$10.84	\$ 3.13	-0-	\$ .30	\$ .06
2nd - 12 months	11.84	3.13	\$1.00	\$ .30	\$ .06
3rd - 12 months	13.84	3.13	2.00	\$ .30	\$ .06
4th - 12 months	15.84	4.13	2.00	\$ .30	\$ .06

Effective May 15, 2002, 5% of the total composite rate shall be deducted per hour from the apprentices for dues deductions, as per Article I (3).

Overtime shall be paid in accordance with Article IV, Section 1 a) and b) of this Agreement.

Effective May 15, 2003, the Heavy & Highway Apprentice wage/fringe package shall be increased by one dollar and seventy-five cents (\$1.75).

Effective May 15, 2004, the Heavy & Highway Apprentice wage/fringe package shall be increased by one dollar and seventy-five cents (\$1.75).

Effective May 15, 2005, the Heavy & Highway Apprentice wage/fringe package shall be increased by one dollar and seventy-five cents (\$1.75).

Effective May 15, 2006, the Heavy & Highway Apprentice wage/fringe package shall be increased by one dollar and seventy-five cents (\$1.75).

## ARTICLE XII

### JOINT POLICY AND QUALIFICATION BOARD

1. Consistent with this Agreement and the agreement that has been negotiated and is in effect by and between the Floor Covering Contractors of Buffalo, New York, and Lumber Mill Owners Association, and the Union and specifically to enable the Employer to secure at all times, sufficient forces of skilled workmen, to eliminate uneconomical employment practices occasioned by the hire of unskilled men and to preserve classifications of the various skills of the carpenter craft, there is hereby established between the parties a Joint Policy and Qualification Board This Board shall work in coordination with the Empire State Carpenters Apprenticeship Committee.

2. The Joint Policy and Qualification Board shall consist of four (4) Employer Representatives appointed by the Association and four (4) Union Representatives appointed by the Union. The Board shall have the authority to establish one or more panels with equal representation of Employer and Union Representatives. Such panel or sub-panels shall have the responsibility, as directed by the Board, of conducting examinations covering the various fields of carpentry to determine whether an applicant has the necessary qualifications to perform the duties in the specific field of carpentry in which he has requested examination. The panels or sub-panels so established may enact all necessary rules, regulations and procedures under the direction of the Board to enable them to adequately fulfill their responsibility. These rules, regulations and procedures include but are not necessarily limited to the following:

a) The substance of the examination credits for experience, etc.

b) The method of conducting the examination, time for examinations, re-examinations, etc.

c) Eligibility requirements for taking the examination.

d) Reasonable fee schedules to defray the expenses of the Examining Board.

e) The issuance of a card or certificate properly authenticated to persons who successfully pass the examination.

f) The Joint Qualification Policy Board and the Union shall maintain up-to-date duplicate lists of qualified commercial carpenters.

g) An apprentice upon being awarded a journeyman's certificate by the Joint Apprenticeship Committee referred to in the Agreement shall be entitled to a Qualification card.

h) Approved working apprentices need not produce a qualifying card.

i) Examinations conducted by the Board or by one of its panels or sub-panels shall be open to all persons regardless of race, color or creed, and wholly without regard to whether the applicant is or so chooses to become a member of the Union and no additional credits or demerits or reward or penalty of any kind shall be applied against any applicant.



which has for its basis membership or non-membership in the Union.

j) The Joint Policy and Qualification Board shall create an Appeal Board consisting of one or more disinterested parties familiar with the carpentry craft, such as a staff member of a local educational institution (Erie Community College).

k) Any applicant may within five (5) days of any decision rendered by the Joint Policy and Qualification Board request and obtain an appeal from this decision, such appeal being handled by the Appeal Board as stated in the foregoing section. During the course of such appeal the applicant, if he is presently employed by the participating Employer, may continue work until such time as his appeal has been acted upon. If the appeal is rejected, the employee's services shall be terminated.

l) If the applicant fails to pass such qualifying examination or such re-examination as may be afforded him, the said applicant, subject to his right to appeal contained in Article XII Sections j and k herein, shall be subject to termination of his employment upon written notice of failure to pass the examination, such notice to be sent by the Joint Policy and Qualification Board to the individual's Employer, and the applicant. Any applicant intending to appeal from a decision must file written notice of appeal with the Board no later than five (5) days after his receipt of notification of his failure to pass the examination or re-examination as the case may be.

m) Any applicant who fails to pass the examination

or re-examination shall not be eligible for a re-examination for a twelve (12) month period.

n) The fact that an employee present or future or an applicant for employment may demonstrate a Union membership card shall create no presumptions, but rather the card or certificate issued by the Joint Policy and Qualifications Board shall be the sole test of an employee's qualifications.

o) The issuance of a card or certificate by the Board indicating the qualifications of an individual does not in any way infringe upon the inherent prerogative of an Employer to hire or to fire an individual based upon his own judgment, nor does such approval by the Board create any obligations other than those specifically stated herein on any employers.

p) This Agreement is not intended to be and shall not be construed in any way to serve as an exclusive hiring hall as defined in the decisions of the National Labor Relations Board.

## **ARTICLE XIII**

### **REQUIREMENTS OF EMPLOYER**

1. **PROMOTION OF UNION CONSTRUCTION:** Employers signatory to this Agreement shall make every effort to encourage, foster and promote the Union Construction Industry.

2. **CONTINUITY OF EMPLOYER RELATIONSHIP:** Where the Employer has various corporate names or

assumed business names or has a substantial interest therein, each of these corporations or businesses will be deemed parties to all of the agreements.

**3. VIOLATION OF LISTED JURISDICTION IN ASSIGNMENT OF WORK:** The Employer agrees to pay a sum equal to the lost wages in addition to such fine, if any, as the Arbitration Committee or the arbitrator may consider appropriate under the circumstances, to employees whenever an agreement of record or jurisdiction spelled out below is violated in the assignment of work. Where employees cannot be identified as individuals, then the money shall be paid either directly to the Union or at its direction to the Fringe Benefit Funds under this Agreement to be used for lawful appropriate purposes to benefit employees covered by this Agreement. The agreements of record and jurisdiction are as follows:

The Employer agrees that the following job classifications, equipment and work operations are within the jurisdiction of Carpenters Local No. 9 and will assign the work, as well as all other work which has traditionally been assigned to carpenters, to employees represented by Carpenters Local No. 9 except where there is a Decision of Record providing otherwise as set forth in Article XIV of this Agreement.

The milling, joining, assembling, erection, fastening or dismantling of wood, plastic, metal, fiber, cork and composition and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters. The work jurisdiction includes, but is not limited to the following divi-

sions and subdivision: Carpenters and Joiners, Millwrights, Pile Drivers, Bridge Dock & Wharf Carpenters, Divers, Underpinner, Timber Workers, Joiners & Caulkers, Cabinet Makers, Stair Builders, Wood and Resident Floor Layers and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators, Shorers and House Movers, Lathers, Show Display and Exhibition Workers and helpers to any of the above divisions or subdivisions regardless of the material and the handling, installing and erecting of material used in any of the divisions or subdivisions, including welding, burning, rigging and the use of any instrument or tool for layout work incidental to the trade. The following agreements shall determine work assignments:

Wood Windows, see page 96.

All work designated to be performed by members of Carpenters Local No. 9 as contained in agreements between the United Brotherhood of Carpenters and Joiners of America and the International Association of Bridge, Structural and Ornamental Iron Workers dated June 3, 1953 and amended June 5, 1957 General Agreement October 1, 1968 amended February 1, 1974. Rigging Agreement May 1, 1971, Window Agreement June 18, 1957 and amended May 27, 1987 shall be performed under the terms of this Agreement.

All work designated to be performed by members of the United Brotherhood of Carpenters and Joiners of America as contained in agreement between the United Brotherhood of Carpenters and Joiners of America and Laborers' International Union of North America Hod Carriers, Building and Common Labor Union November 25, 1968, roof plank, etc. June 30, 1959, door bucks, cabinets, acoustical tile (stripping of forms October 3, 1949) fixtures,

furniture, etc. All work shall be performed under the terms of these agreements.

All work designated to be performed by members of the United Brotherhood of Carpenters and Joiners of America as contained in Agreements between Carpenters United Brotherhood of Carpenters and Joiners of America and Bricklayers, Masons, and Plastic International Union of America dated April 1931 (installation of cork and substitutes) shall be performed under the terms of this Agreement.

Agreements between the United Brotherhood of Carpenters and Joiners of America and the International Brotherhood of Electrical Workers under dates of February 1, 1956, February 1, 1958, June 1, 1963 and July 20, 1967.

Agreements between the United Brotherhood of Carpenters and Joiners of America and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada dated October 6, 1964, April 21, 1965, June 29, 1965, May 3, 1967 and June 17, 1968.

Agreements between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers and the United Brotherhood of Carpenters and Joiners of America, dated October 6, 1964.

Any international agreements that have been inadvertently omitted and all agreements similar to the above that are negotiated during the life of this Agreement, shall be in full force and effect as though written in this contract.

All Millwright jurisdiction as performed in past area practice. All Floor laying jurisdiction in past area practice.

This Agreement shall cover all work which consists of taking up and laying of asphalt tile and other resilient tile, new and old carpets, linoleum, rubber on walls, floors and ceilings, plastic and metal wall tile. The waxing of linoleum and rubber and all floor coverings. Fitting devices for the attachment of carpet and other floor coverings, including metal edge on steps and openings for the protection of linoleum and other floor coverings and the spreading of all adhesives that may be required to properly prepare the surface to receive the floor covering material. The installation of plywood, masonite or similar material to be used as a foundation for linoleum, tile, carpet, etc., shall be Resilient Floor Layers and Linoleum Workers, except when installation of such base of foundation is included in the carpentry contract. The Union agrees to furnish all employees on work as above specified.

Installation of metal and ceiling tile and like trade names (acoustical ceilings). Unloading of all metal products involving ceiling work and slat wall. Installation and unloading of all chalk board and brand name materials used in school equipment. Unloading and installation of all gym bleachers, floors, backstops, and equipment. Installation of all interior trim, handrails, bookshelves case work, etc. Unloading and installation of all finished cabinets (laboratory fixtures and tops), Fume Hoods, etc.

Installation of sheetrock (drywall) or like named product in its entirety. Unloading and installation of metal studs to receive same.

Installation of all interior wall and trim materials - paneling, moulding, chair rail, base, door casings, signs (door-hanging, etc.).

Unloading and distribution of all building hardware locksets, push plates, door closures, door hinges, door stops, etc..to be installed by Carpenters.

Unloading and installation of all stores fixtures, wall units, check out counters - shelving units, freezer and cooler units, display racks, etc.

The installation of all store shelves including glass and all interior trim materials.

Installation of Bowling Alleys and Pin Setters Equipment (Benches, etc.).

Handling & Distributions of all furnishings and appliances to the point of erection and installation. (Per agreement with Laborer's Local 210.)

Installation of all styrofoam and like named products used in construction when nailed or fastened to Building.

Use of all laser operations when laying out carpenter work.

The fabricating of all screeds and stakes (Green Book).

Unloading and installation of all hospital x-ray equipment and morgue equipment.

Installation and unloading of all dock and levelers.

Erection and removing of all scaffolds and guard rails (Green Book decision April 28, 1920).

Installation of bath and toilet room medicine cabinets, clothes hooks, hampers, magazine racks and storage cabinets and shelves. Per International Agreement.

Setting and Installation of all concrete formwork - including all shoring, bracing and building of forms - stripping of all concrete form work for buildings, excluding forms one board high. Laborer's Memorandum of Understanding of October 3, 1949 - layout work of all concrete forms. Gang forms to be handled by the Carpenter at all times (final ship out agreement with Laborer's Local 210).

Expansion joints used in building construction. (Mechanical Joints).

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions. The work herein is intended to describe the jurisdiction of Carpenters Local No. 9, and is not intended to exclude any work which is covered by the United Brotherhood and Joiners of America.

## **LATHERS**

Erecting, constructing, installing and completing of all light iron construction furring; making and erecting of brackets, clips and hangers; wood, wire and metal lath; plaster



board or other material which takes the place of same to which plastic or acoustical material is adhered; corner beads, all floor construction; arches erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material.

All carrying bars, perlins and furring, regardless of size; light iron and metal furring of all descriptions, such as rods, channels, flat iron, nailock, screwlock, pomero, T-bar, H-bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, and acoustical tile or any other materials. All metal studs when studs are to receive a dry wall finish, such as gypsum board, wall board, wooden paneling, etc., or when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath and plastic or acoustical materials.

The nailing, tying and fastening of all wire and metallic lath, such as wirecloth, wire mesh, expanded metal lath, hyrib lath and all rib and flat expanded metal lath and wire of all description as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceiling of any of the above types or light iron and metal furring which receive lath and plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paper-back steeltex floor lath, Penn metal rib and all other appurtenances connected therewith.

The tying, nailing, clipping or fastening of all types of lath regardless of size, such as woodlath, plaster board, but-

ton board, flaxlinum board, bishopric celotex, gypsum lath, rocklath, sheetrock or any other types of material erected to receive or hold plastic or acoustical material.

The erection of all metal plastering accessories, such as metal corner beads, door and window casing beads, metal picture mould, metal chair rail, metal base and other base screen, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, or screen for plastic material.

The handling on the job site of all material or materials falling within the trade jurisdiction of the Lathers from the site of delivery on the job to the point of the job where work is to be performed with said materials.

The work of the fabrication of all Lathing materials on the job shall be assigned to Journeymen Lathers.

In the event that the Employer who is a party to this Agreement assigns work set forth above to a labor organization other than the carpenters, it shall not be a defense to any arbitration, proceeding before an impartial jurisdictional dispute board, or any other legal action that the employer has a collective bargaining agreement with, that other labor organization which purportedly provides for an assignment of the work to that other union.

## **FLOOR COVERING**

Work consisting of cutting and/or forming of all materials in preparation for installing of floors, walls and ceilings.

except acoustic tile; the installation of all hardwood floors including strip, square, parquet, flat surface wood blocks, plank floors and all sanding, finishing and refinishing of old floors; the installation of all resilient floors, wall and ceiling materials to include all carpet, cork, linoleum, rubber, asphalt, vinyl, seamless floors and all other forms or finishing thereof, the installation of all artificial turf, the installation of carpets, including the cutting and/or fitting thereof, the installation of padding and all preformed resilient floor coverings; the installation of all devices for the attachment of floor, wall and ceiling coverings; track sewing of carpets; drilling of holes for sockets and pins; putting on dowels and slats; the installation of underlayment, sealants, patching compounds in preparations of floors, walls and ceilings; the unloading and handling of all materials to be installed, and the removal of all materials, cleaning, waxing and vacuuming in preparing floor when contracted for by the Contractor, shall be done by employees covered under this Agreement. Removal of floor material to be performed by Floor Contractor.

4. COMMENCEMENT OF LIABILITY: It is specifically agreed that on jobs where the Union sends out the Steward, the liability for lost wages starts from the day the Employer is notified of the violation in writing. When a phone call is made followed by a letter confirming the phone call and the notice of violation, the liability shall date from the date of the phone call. It is assumed that mail delivery would be not more than two (2) days. In cases where the Steward clause as outlined in Article XV does not apply, in that event the liability shall date back for a period not to exceed 30 calendar days prior to the filing of the complaint.

**5. EMPLOYERS UNEMPLOYMENT INSURANCE NUMBER, CERTIFICATE OF INSURANCE AND WORKER'S COMPENSATION CERTIFICATE:** Each Employer is to furnish the Union, prior to the commencement of work, with an Unemployment Insurance number, a Certificate of Insurance as provided for under the Disability Benefits Law, and also a Worker's Compensation Insurance Certificate.

**6. PRE-JOB AND JOB DEVELOPMENT INFORMATION:** Prior to the commencement of work and from time to time thereafter as soon as the information is available, the Employer will furnish the Local 9 office with information as to the work which it has on the job and the work which it does not have and upon request will confer with the Carpenters Local No. 9 to answer any questions or supply additional information as to the scope of the work to be performed by the Employer.

**7. HEAVY AND HIGHWAY INDUSTRY:** The parties recognize the existence of a heavy and highway industry. The parties will, during the period of this Agreement, with due consideration of the problems peculiar to the heavy and highway industry study practical and suitable practices and procedures.

## **ARTICLE XIV**

### **JURISDICTIONAL DISPUTES**

1. Under no circumstances shall the Employer utilize this section of the agreement where Work Jurisdiction is outlined, refer to "Work Jurisdiction" in Article XIII, Section 3.

2. The Employer and the Union wish to improve the

construction industry by providing machinery for the handling of disputes over work assignment without any strike or work stoppage thus stabilizing employment in the construction industry and at the same time increasing both its efficiency to furnish construction services to the public at a reasonable cost.

3. The Employer and the Union agree to be bound by the terms and provisions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry dated June 1984 and any amendment to this plan and/or successor plan established with respect to the resolution of jurisdictional disputes which is agreed to and approved by the U.B.C.

4. Upon request by the Union, the Employer agrees to immediately execute a standard Stipulation set forth in the Appendix of this Agreement so that said Stipulation may be filed with the Administrator of the Plan.

5. The Employer and the Union agree that the following shall apply in a work assignment:

a. Contractor's Responsibility

i. Contractors subletting work must stipulate that subcontractors be bound by these procedural rules in the assignment of work.

ii. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work. For instance, if Contractor A sub-contracts certain work to Contractor B, the Contractor B shall have the responsibility for making the specific assignment for the work included in his contract. If Contractor B, in turn, shall

subcontract certain work to Contractor C, the Contractor C, shall have the responsibility for making the specific assignment for the work included in his contract. It is a violation of these procedures for an employer to hold up disputed work or shut down a project on account of a jurisdictional dispute.

iii. The assignment to be made by the contractor shall be according to the following basis:

(a) Where a decision of record applies to the disputed work, or where an agreement of record between the disputing trades applies to the disputed work, the contractor shall assign the work in accordance with such agreement or decision of record. Agreements and decisions of record are compiled in the "Green Book" published by the Building and Construction Trades Department, AFL-CIO ("Agreements and Decisions Rendered Affecting the Building Industry"). Where a national agreement between the disputing trades applies; ~~even though not an agreement of record, the contractor~~ shall assign the work in accordance with such agreement. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such Agreement.

(b) Where no decision or agreement under Paragraph (1) applies, the contractor must assign the work as stipulated under "Work Jurisdiction" in Article XIII, Section 3. The contractor will also honor accepted local agreements between or among local basic building trade unions.

(c) If a dispute has arisen prior to the specific assignment of work where no decision or agreement under Paragraph (1) applies, or where the contractor shall nonethe-

less make a specific assignment according to his best judgment after consulting the representatives of the contesting trades and considering any arguments or facts the trades may wish to present regarding the applicable decisions or agreements of record or practice in the locality.

iv. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed in accordance with these procedures.

v. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

vi. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight (8) working hours following the start of the work takes positive steps to stop further unauthorized performance of the work by that trade.

#### b. Union's Responsibility

i. There shall be no stoppage of work arising out of any jurisdictional dispute.

ii. When a contractor has made a specific work assignment, the Union shall remain at work and process any

complaint over a jurisdictional dispute in accordance with the procedures of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

c. Procedures

i. The parties recognize that from time to time work disputes arise between labor organizations regarding assignments of work. Accordingly, they hereby adopt the procedure set forth herein in order to provide a method of resolving such work disputes.

Step 1 - Whenever a labor organization(s) claims work assigned to the members of another labor organization(s) or objects to an assignment of work, the labor organizations involved, through their representatives, will meet promptly to discuss and, if possible, to resolve such dispute. The contractor shall be given prior notice of the date, time and place of such meeting and their representatives may attend and participate in such meeting. If the labor organizations resolve the dispute in a manner contrary to the original assignment, then upon written notice, the contractor shall promptly change the assignment in accordance therewith.

Step 2 - Should the labor organizations be unable to resolve the dispute within a period of twenty-four (24) hours after their meeting, then, the labor organizations involved may request their respective International Unions to meet for the same purpose.

Irrespective of what action the labor organizations may take as provided above, after seventy-two (72) hours from the time the claim for the work in dispute or objection



to an assignment is made the contractor may notify the International Unions of the work dispute and solicit their cooperation to resolve the same. Such notification shall constitute the institution of the Step 2 procedure set forth above.

Should such International Unions refuse to meet, or if having met, they are unable to resolve the work dispute, then the assignment will remain unchanged. However, if such International Unions resolve the dispute in a manner contrary to the original assignment, then the contractor agrees to change the assignment in accord with the agreed upon resolution of the International Unions, upon written notification.

ii. The contractor shall not be liable to the Labor organization or its members except when it fails to change an assignment in accordance with the resolution at Step 1 or Step 2, after written notification.

iii. The resolution of the jurisdictional dispute at Step 1 or Step 2 shall in no instance increase the number of employees on the work involved.

iv. In the event the Employer or the Union disagrees or disputes the outcome of the procedure, the appropriate party can appeal under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

## **ARTICLE XV**

### **STEWARDS' CLAUSE**

1. On all jobs, any signatory to this agreement, who is signatory for less than five (5) years continuous and uninterrupted prior to the start of said job shall have the second person on the job be an appointed working steward.

2. On all jobs that employ five (5) carpenters or more the Union shall have the right to appoint a working steward

from the hall. On all jobs that employ less than five (5) carpenters, the Union shall have the right to appoint the working steward from the carpenters in the crew. All Stewards must be members of Local 9. The Steward will keep a daily hour book and a weekly time sheet. The weekly time sheet shall be signed by a company foreman to verify the hours. If a company chooses not to have the company foreman in the field sign the weekly time sheet they may opt to send it to the company office and have it signed by the company designee. Failure to comply shall be interpreted as being delinquent and revert to Article IX Section 3. If any steward does not perform as expected, the Union shall replace the steward with another qualified person.

a) The parties agree that when a job is winding up and there is not sufficient work to keep a journeyman occupied full time, the employer may use the leadman (foreman) to perform the work. The parties agree that this provision will not be abused; and will be strictly limited to the period involved in winding up the job.

b) The Union will discuss with the Contractor, whom they intend to refer to a job and will give consideration to reasonable objections when requested.

c) Under no circumstances will the Union send out a man whom the General Contractor has discharged for just cause.

d) The Employer may remove the Steward for just cause, subject to the arbitration procedures set forth in this Agreement.

e) It is specifically understood that the Steward shall have no authority to threaten or encourage work stoppage or work slowdowns. To threaten, encourage or cause such action shall be grounds for discharge.

2. All Stewards shall be qualified workmen, performing the work of their craft. There shall be no non-working Stewards.

3. The Steward shall not be laid off without first contacting the Union. The Steward is to be the last man on the job and the first to be called back if a temporary layoff is made. The Steward shall not be moved from one job to another without consent of the Union. The Union shall cooperate with the Employer in changing the Steward if he is non-cooperative.

4. Stewards are appointed by the Union and charged with the responsibility of seeing to it that the terms of this Agreement are adhered to. The Steward shall have no authorization to bind the Union by act or failure to act. Stewards are not authorized to add to or subtract from the terms of this Agreement nor to so interpret this Agreement nor to make any other action as to render this Agreement in violation of Federal or State Laws or Regulations.

## **ARTICLE XVI**

### **LEADMEN (SOMETIMES CALLED FOREMEN)**

1. General Leadmen (sometimes called General Foremen) shall be paid on a straight-time basis calculated at eight (8) hours per day, forty (40) hours per week, including

holidays and rainy days. All overtime shall be paid in accordance with Article IV, Section 1(b).

2. All leadmen (sometimes called Foremen) with six (6) men or more, shall be paid on a straight-time basis calculated at eight (8) hours per day, forty (40) hours per week including holidays and rainy days. All overtime shall be paid in accordance with Article IV, Section 1(b).

3. On any job where three (3) or more Journeymen are employed, one shall be the Leadman and receive the Leadman scale of wages. It is understood and agreed by and between the parties hereto that Leadmen are work leaders and directors and do not have the authority in the interest of the Employer or otherwise, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or to adjust their grievances or effectively to recommend such action. Insofar as they exercise any such authority, it shall be of a routine nature and shall not be done by the use of their independent judgement.

4. The Leadman wages are computed by adding the basic rate of pay for journeyman carpenter with the fringe benefits, multiplied by at least the minimum 10%. This is added to the composite rate. From this figure is deducted the fringe benefits. The balance is the Leadman's rate of wages.

## ARTICLE XVII

### ON-SITE AND OFF-SITE CONSTRUCTION

1. Employees under the terms of this Agreement are known as commercial carpenters and as such are to fabricate,

cut to length and size wood materials on the job site. Included in such on-site work would be the fabrication of conventional concrete forms, common wedges, common stakes and the sizing of pre-cut and similar type of materials often used in the making of concrete forms.

2. This section of the Agreement does not pertain to architectural mill work which is recognized as off-site work, coming under the jurisdiction of the mill carpenters; neither does it pertain to engineer stakes, hardwood wedges, chamfer strips (for finished work) nor patented forms such as Universal and similar type forms and excluding also form work requiring a finish or close tolerances if it is not practical to produce these items on the job site. Also included in off-site work are plaster grounds; treated lumber; cants 4" x 4" or larger; prefabricated trusses; stock dimensional lumber, one inch by four inch and larger, and two inch by two inch and larger. Any question arising as to the meaning and application of this paragraph shall be discussed directly between the Employer and the Union Office.

## **ARTICLE XVIII**

### **CONTRACTING AND SUB-CONTRACTING OF WORK, ETC.**

In order to protect the wages, hours and working conditions established by this Agreement, to preserve the job opportunities of the Employees covered by this Agreement, the parties hereby agree as follows:

1. It is hereby agreed that the Prime or General Contractor must stipulate in all of its subcontracting

cuss the dispute or claim in an effort to resolve it within twenty-four (24) hours of its presentation by the complaining party unless such time period is extended by mutual consent. In the event that the parties are unable to resolve the dispute and the complaining party wishes to proceed to arbitrate a dispute under this Agreement it shall file a written demand for arbitration with the other party to this Agreement. Within five calendar days from receipt of such written demand the parties shall select an arbitrator from the panel list of:

1. James Atelson
2. Howard Foster
3. Eric Lawson
4. Wade Newhouse
5. James McDonnell

a) By mutual agreement or

b) By each party picking 2 names from the panel. The panel members whose name remains shall be the agreed upon arbitrator. If either party refuses to participate in the selection of an arbitrator then the other party shall select the arbitrator. Such selected arbitrator shall be notified and the parties to this Agreement shall work out with the arbitrator a per diem charge which will be borne by the party to the agreement who is unsuccessful in arbitration. In addition, the losing party shall be responsible for attorneys fees for the other party. Within 5 working days (unless extended by mutual consent with the arbitrator and the parties) the arbitrator shall schedule a hearing. The parties to the dispute shall be notified in writing of the time and place of such hearing..

The parties shall present to the arbitrator their side of the dispute at such hearing.

The arbitrator shall as promptly as possible render his decision. The decision may be rendered orally, in the arbitrator's discretion and become binding immediately to be followed thereafter by a written memorandum or written order depending on the circumstances sufficient to comply with the requirements of applicable federal and state laws.

2. In the event that either party refuses to immediately comply with the arbitrator's awards:

a) Then in the case where the Employer is the offending party, the Union shall in addition to any and all other remedies available to it be released from any provision of this Agreement which restricts or delays their right to strike to the extent permitted by law.

b) In the case where the Union is the offending party the Employer shall in addition to any and all other remedies available to him be released from any provisions of this Agreement which restricts or delays his right to lock out to the extent permitted by law.

c) The arbitrator is vested by the parties with all of the powers in law and equity to issue remedial orders and impose such fines for breaches of the Agreement as in his sole discretion are deemed appropriate to the circumstances, including the power to release the Union in the manner and to the extent deemed by the Arbitrator from any provisions of this Agreement which restricts or delays its right to strike a particular employer for future violations of this Agreement.

Such fines are to be paid to the Union or as the Union might direct to Pension or Health Care Premium and Benefit Fund, Annuity Fund and the Apprentice and Journeyman Training Fund, or the respective Empire Fund.

d) The arbitrator is not vested with any power in the area of jurisdictional disputes that would conflict or potentially conflict with the parties obligations under this Agreement or the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry.

If work assignments are clearly recognized, as is spelled out under Articles I, XIII and XIV, the arbitrator shall have all the powers herein before set forth.

e) The decision of the impartial arbitrator shall be final and binding.

~~f) The failure of any party to appear at the hearing before the Arbitrator shall not be cause for delay or postponement. The Arbitrator shall proceed just as though the absent party were present.~~

## ARTICLE XX

### DELINQUENT CONTRACTOR LIABILITY TO CONTRIBUTORY FUNDS OR UNION DUES FUNDS

It is agreed that in the event an Employer is delinquent at the time of the periods provided within this Agreement for the payment of wages or his contributions to any Fringe



Benefit Fund or Union Dues Deduction Fund, created under this contract and notice of delinquency has been given to the Union by the jointly trusted Fund Office, then the Union, after providing the delinquent Employer and any General Contractor if the delinquent Employer is a subcontractor to that General Contractor, with a seventy-two (72) hour notice of such delinquent payments to said Fund shall thereafter be at liberty to take strike action against the delinquent Employer until such payments and penalties are paid.

In the case of Wages or Union Dues Deduction notice of delinquency will be provided by the Union to the delinquent Employer and any General Contractor if the delinquent Employer is a subcontractor to that General Contractor. The Union, after providing the delinquent Employer with a seventy-two (72) hour notice of delinquent wages or payments to the Union Dues Deduction Office, shall thereafter be at liberty to take strike action against the delinquent Employer until such delinquent payments and penalties are paid.

The Union reserves the right to suspend operations of such defaulting Employer to compel enforcement hereof and the Union shall not be bound by any arbitration or no strike clause, or stoppage of work clause in this Agreement in such event.

It is further agreed that in this event the Employer shall be responsible to the Employees for losses resulting from such strike action. Should Employees covered by this Agreement suffer any loss in wages as a result of strike action taken by another recognized Building Trades Union to enforce the fringe benefit sections of their respective agreement, they shall be made whole for such lost wages based on

an eight (8) hour day, forty (40) hour week, providing such Employees are on the payroll of the Employer against whom strike action is being taken.

In the event it is found that the Employer has not been complying with his obligation under this contract to the Funds, the Employer shall pay the necessary costs of checking his books by accountants or similar officials designated by the Fund Trustees.

If the Union, in order to collect contributions or dues deductions as provided by this Agreement, is required to remove Employees from the Employer's operation and after having complied with the procedure outlined in this article, the Employer will be required to make such Employees whole for any loss of wages attributable to such action.

The Employer agrees to pay any and all legal fees required by the Union, or their designee, to collect delinquent Funds from Delinquent-Employers.

## **ARTICLE XXI**

### **AGREEMENT STATUS**

1. This Agreement supersedes and cancels all previous Agreements verbal or written, between the parties except for the written Agreement contained herein.
2. This Agreement shall expire on May 14, 2007 unless extended or renewed by mutual agreement of the parties. Notice of intent to change or amend the provisions of this Agreement shall be served in writing by the party desiring

such change or amendment to the other, ninety (90) days prior to said expiration date. When such notice of intent has been sent by either of the parties, an arrangement shall be made by the parties wherein they will meet sixty (60) days prior to the expiration date of the contract and that, at this initial meeting, each party shall present their proposed changes or amendments and from that time forward, to the extent possible or foreseeable, no other proposed changes or amendments other than those proposed at this meeting shall be considered during the course of negotiations, unless they are related to the initially proposed changes or amendments.

In the event that any other Basic Trade Union negotiates a termination date later than May 14, 2007, then that date shall be the termination date of this Agreement. All efforts will be made to follow up this contract with another five (5) year agreement to continue the harmonious labor and management relationships.

3. Failure to serve such notice shall not operate to renew or extend the contract beyond said expiration date.

4. It is further understood and agreed that the provisions of this Agreement shall govern the employment of and conditions under which the Union shall work in the jurisdiction of Carpenters Local No. 9.

5. Should any provision of this Agreement at any time during its life, be in conflict with Federal or State Laws or regulations, then such provisions shall continue in effect only to the extent permitted by applicable law. In the event of any provisions of this Agreement being held inoperative, the remaining provisions of this Agreement shall not be affected.

IN WITNESS THERETO, the parties hereto have caused this Agreement to be signed the day and year written below covering this contract from 5/15/02-5/14/07.

**EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS  
ON BEHALF OF CARPENTERS LOCAL 9**

---

John J. Fuchs, Executive Secretary/Treasurer,  
Empire State Regional Council of Carpenters

---

Patrick Morin, President,  
Empire State Regional Council of Carpenters

---

**CONSTRUCTION INDUSTRY EMPLOYERS  
ASSOCIATION, INC.**

---

James C. Logan, Executive Vice President

**NON-ASSOCIATION CONSTRUCTION EMPLOYER  
SIGNATURE PAGE**

**CONSTRUCTION EMPLOYERS**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

**IN WITNESS THERETO, the parties hereto have caused this Agreement to be signed the day and year written below covering this contract from 5/15/02-5/14/07.**

**EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS  
ON BEHALF OF CARPENTERS LOCAL 9**

\_\_\_\_\_  
John J. Fuchs, Executive Secretary/Treasurer,  
Empire State Regional Council of Carpenters

\_\_\_\_\_  
Patrick Morin, President,  
Empire State Regional Council of Carpenters

## APPENDIX 1

### PBGC - TERM SHEET

WHEREAS, the Union, the Construction Industry Employers Association, Inc. and the Undersigned Construction Employer are parties to a collective bargaining agreement effective May 15, 2002 (the CBA); and

WHEREAS the Union and the Undersigned Construction Employer and the Union also are parties to the Term Sheet (the "Term Sheet") Among the Trustees of the Buffalo Carpenters Pension Fund (the "Fund"), Certain Contributing Employers (the "Undersigned Employers") and the Union; and

WHEREAS, the parties to the Term Sheet have agreed that the Undersigned Employers (as defined in the Term Sheet) ~~effectuated an Agreed Mass Withdrawal from the~~ fund by December 31, 2001;

WHEREAS, the Pension Benefit Guaranty Corporation ("PBGC") has determined, and the parties to the Term Sheet agree, that the rules for satisfying mass withdrawal liability set forth therein constitute "rules providing for other terms and conditions for the satisfaction of an employer's withdrawal liability": consistent with section 4224 of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. 1384; and

WHEREAS, in view of the PBGC's determination,  
\_\_\_\_\_(Contractors Name)  
is liable for withdrawal liability to the fund in the amounts  
on the terms set forth in the Term Sheet; and

WHEREAS, the Union and the undersigned  
Construction Employer wish to amend their CBA to reflect  
the Term Sheet and Agreed Mass Withdrawal; and

WHEREAS, the trustees of the fund have been notified  
of the CBA amendment

The Undersigned Construction Employer is part of an  
Agreed Mass Withdrawal from the Buffalo Carpenters  
Pension Fund effective no later than December 31, 2001. As  
a result, the undersigned Construction Employer shall remit  
withdrawal liability payments to the Buffalo Carpenters  
Pension Fund as provided for in the Term Sheet among the  
Trustees of the Buffalo Carpenters Pension Fund, certain  
contributing employers, and Local 9 of the United  
Brotherhood of Carpenters and Joiners of America (the  
"Term Sheet"), including, in particular, \$3.10 or such lesser  
amount as may be determined under the Term Sheet, for each  
hour worked during the month by its employees within the  
craft and area jurisdiction of this Agreement in effect as of  
December 31, 2001. For this purpose, the Term Sheet is  
incorporated herein by reference. Also for this purpose, the  
hourly rate for apprentices shall be the rate provided in  
Article XI of the CBA.

The Undersigned Construction Employer and the Union agree that they continue to be bound by, and hereby assent to, the Trust Agreement, dated June 1961, as amended, creating the Buffalo Carpenters Pension Fund and the Plan rules adopted by the Trustees of the Carpenters' Pension Fund in establishing and administering the foregoing fund, pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

Two dollars and fifty-five cents (\$2.55) per hour for all hours paid, other than premium hours by all carpenters, millwrights, piledrivers, and floorcoverers covered by this Agreement shall be paid by the undersigned Construction Employer to the Buffalo Carpenters Retirement Fund at the address listed below. All such remittances shall be subject to the general rules in section 10 below:

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Buffalo Carpenters Retirement Fund

P.O. Box 378

1000 N. Blossom Rd.

Elma, NY 14059



**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL NO. 9**

**BY:** \_\_\_\_\_  
Thomas W. Burke

**CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION, INC.**

**BY:** \_\_\_\_\_  
James C. Logan

**CONSTRUCTION EMPLOYER**

**BY:** \_\_\_\_\_

## APPENDIX 2

### FRINGE BENEFIT BONDING POLICY REQUIREMENTS

1. All Employers must select a method of payment from the choices below. Please make your selection and return with your signed signatory sheet.

Employer Name \_\_\_\_\_

Signature \_\_\_\_\_

Method of Payment \_\_\_\_\_

Weekly \_\_\_\_\_

Surcharge \_\_\_\_\_

Every signed employer must secure a \$40,000 Payment Bond and submit a copy to the Fund office at the same time as the signed contract provided.

OR

In lieu of a \$40,000 bond, the trustees have amended the policy to allow an employer who does not submit a bond to pay on a weekly basis

OR

An employer who does not have a bond and does not pay weekly must remit an additional 25 cents per hour. This

"surcharge" must be added to the total amount remitted on the report. It will be used to offset legal and other expenses incurred in the collection of delinquent monies from the Employer.

2. If the employer should choose the bond option, within thirty-six (36) hours of commencing work in the jurisdiction of Carpenters Local No. 9, the employer shall have in effect a Surety Bond from a company licensed to do business in the State of New York, payable to each of the Carpenter Benefit Funds, as defined in Article VIII, Section 6 of this Agreement. This bond shall automatically be renewed. In the event this bond is cancelled, the Surety company must notify the designated representative of the Union and the Funds sixty days prior to cancellation.

3. To the extent permitted by law, in lieu of posting a surety bond as required under Section 2 hereof an Employer may assign to Carpenters Local 9 and its affiliated employee benefit funds, all monies due and to become due to the employer under any contract for craft work in the territorial jurisdiction of the Union, to the extent necessary to fulfill its obligations for fringe benefit funds and dues check-off contributions under this collective bargaining agreement. Any such assignment shall authorize the general contractor, or owner, of the property to pay such monies to the Union and its affiliated employee benefit funds. Such assignment shall be in the form set forth below.

### ASSIGNMENT

Assignment made \_\_\_\_\_, 200\_\_, by  
\_\_\_\_\_, a New York Corporation, (herein

referred to as "Assignor"), to Carpenters Local 9 (herein the "Union"), Buffalo Carpenters Health Care Premium Benefit Fund, Buffalo Carpenters Pension Fund, Buffalo Carpenters Apprentice and Journeyman Training Fund, Buffalo Carpenters Annuity Fund, or the respective Empire Funds, and Construction Industry Fund (herein referred to as "Assignee").

WHEREAS, Assignor is an Employer under a Collective Bargaining Agreement made the fifteenth day of May, 2002 by and between the Union and Construction Industry Employers Association, Inc. and Construction Employers; and

WHEREAS, Assignor has been awarded a contract to perform craft work within the jurisdiction of the Collective Bargaining Agreement;

NOW, THEREFORE, Assignor agrees as follows:

1. Assignment. In order to satisfy the bond posting requirements of Article X of the Collective Bargaining Agreement, and in lieu of posting a bond thereunder, Assignor hereby assigns to Assignee, its successors and assigns, to the extent of Assignee's obligation for fringe benefit fund and dues check-off contributions under the Collective Bargaining Agreement; all monies due and to become due to Assignor under a contract made between Assignor and \_\_\_\_\_, dated \_\_\_\_\_. (herein the "Contract") Assignor authorizes and directs \_\_\_\_\_ to pay such monies to Assignee, its successors or assigns.

2. Representations. Assignor represents that it has not encumbered or in any way diminished its right under the Contract, nor impaired any security given thereunder, and that Assignor has the right to assign the monies.

3. Documentation. Assignor shall execute and deliver all documents that may be required by Assignee, its successors or assigns, or by \_\_\_\_\_, to effectuate the purposes hereof including \_\_\_\_\_'s written consent to this assignment.

4. Power of Attorney. Assignor irrevocably appoints Assignee, its successors and assigns, the attorney for Assignor, with full power of substitution and revocation, at the expense of Assignor and in its name or otherwise, to collect, sue for, receive, and furnish receipts for the monies or any part thereof and to settle or discontinue all proceedings pertaining to this assignment. This Power of Attorney shall not be affected by the subsequent disability or incompetence of the principal.

IN WITNESS WHEREOF, Assignor has signed and sealed this instrument.

Corporate Seal

CORPORATION

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

STATE OF NEW YORK )

COUNTY OF ERIE ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me know, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

4. In lieu of posting a security bond as required under Section 2 hereof or assigning of proceeds as set forth in Section 3 hereof, an Employer may elect to make additional contributions to the Buffalo Carpenters' Health Care Premium Benefit Fund, Buffalo Carpenters' Pension Fund, and the Buffalo Carpenters' Annuity Fund (the "Funds") as an Advance Deposit to secure its contribution obligations to the Carpenter Benefit Funds as required under Article VIII, of this Agreement. The contributions shall be as follows:

Health Fund	\$ .11 per hour for all hours paid
Pension Fund	\$ .11 per hour for all hours paid
Annuity Fund	\$ .03 per hour for all hours paid

The Trustees of each fund may deduct from the Advance Deposit any amount of under-payment they determine exists in a given month. The Trustees' exercise of their rights hereunder shall not constitute a waiver of their rights under the respective Trust Agreements of the Funds.

The Employer's obligation to make the contributions provided for under this Section 4 shall continue throughout the term of the Agreement. Any amounts remaining as an Advance Deposit in the respective Trust Funds may be used in the Trustees discretion as an Advance Deposit for any Employer in this or succeeding agreements but shall not revert to any specific Employer.

5. If the Employer is not required to pay the fringe benefit contributions on a weekly basis, fringe benefit contributions and wages and wage deductions (dues deduction) must be paid by the 15th of the month in which they are due, or the Employer shall automatically be declared in default. The Employer must report hours worked on a monthly basis, even if payment is not included. If an Employer is beyond 15 days delinquent, the Union can shut down the job unless the general contractor agrees to pay.

In the event of default by the Employer, the pension fund, health care premium and benefit fund, annuity fund, apprentice and journeymen training fund and union have no obligation to pursue the default through the grievance and arbitration provisions of this Agreement, and in addition shall be released from any provision of this Agreement which restricts or delays the right of the Union to strike in default of an Employer.

In the event that the total default for the Employer exceeds bonding funds available, the payment of each fringe benefit contribution and wage deduction shall be prorated based upon the amount of each fringe benefit contribution and wage or wage deduction required under this Agreement.

The Undersigned parties hereby agree that Article X of the Collective Bargaining Agreement effective May 15, 2002 to May 14, 2007 between the Union and the Construction Industry Employers Association, Inc. and Construction Employers, who are not members of the Association, shall be applicable hereto.

### CARPENTERS LOCAL NO. 9

\_\_\_\_\_  
Thomas W. Burke  
Empire State Regional Council of Carpenters

\_\_\_\_\_  
Dated

### CONSTRUCTION INDUSTRY EMPLOYERS ASSOCIATION, INC.

\_\_\_\_\_  
James C. Logan, Executive Vice President

\_\_\_\_\_  
Dated

### CONSTRUCTION EMPLOYERS

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Dated

Any contractor who fails to have a payment policy on file, will receive a letter notifying the contractor of non compliance. If the contractor fails to come into compliance within thirty (30) days of receipt of the notification letter, he/she will be assessed a \$250.00 fine and be fined an additional \$250.00 each month thereafter until compliance is met.



## APPENDIX 3

### **BUFFALO CARPENTERS BENEFIT FUNDS POLICY CONCERNING THE MONITORING OF EMPLOYER CONTRIBUTIONS AND THE COLLECTION OF DELINQUENCIES**

The Board of Trustees of the Buffalo Carpenters Pension, Annuity, Health Care Premium and Benefit Funds, at a meeting on May 3, 1999, adopted the following policy, effective immediately.

Whereas, the Fund Trustees, recognizing their fiduciary obligations under ERISA and the obligations set forth in the Funds' Agreements and Declarations of Trust to reasonably assure the collection of contributions and in order to promote an effective and efficient system for monitoring and collecting contributions owed to the Funds, adopt the following policies:

#### I. Monitoring Participating Employers

##### A. New Employers

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

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

A copy of a payment bond in the amount specified in the collective bargaining agreement shall be provided to the Funds office at the same time the signed contract is provided. If the collective bargaining agreement does not require a bond, the information sheet must explain the reason that no bond is required (e.g., the employer is required to pay contributions on a weekly basis) and set forth any additional payment information (e.g., employer must deposit one week of contributions).

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

## B. Non-Signatory Employer, Escrow Fund

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

2. Any contributions received by the Funds office from an employer which has neither: (1) a signed collective bargaining agreement on file, (2) a statement by the appropriate employer association that the employer is covered by an area-wide agreement negotiated by the employer association, or (3) is not in compliance with the requirements of A. 4 above shall be deposited in an escrow account. A notice of such action will be given to the appropriate local union Trustee and office and to the employer within 3 working days. The local union shall respond to the Funds office as to the contract status of the employer within 3 working days, or as soon as practicable under the circumstances. In the event the employer has a collective bargaining agreement with the local, a copy shall be provided to the Funds office.

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

## II. Collection of Contributions

### A. Contributions as Fund Assets

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

### B. Due Date

The date upon which the collective bargaining agreement requires the contributions to be paid shall be referred to herein as the "due date." Collective bargaining agreements provide that contributions are to be received by the Funds office either weekly or monthly.

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

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

## C. Notice and Late Charges for Delinquent Contributions

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

2. Notice of Late Payment. In the event that, by the 10th day following the monthly due date, the Funds office has not received from an employer either the contributions required under the collective bargaining agreement or a statement that no employees were employed during the preceding month, the Funds office shall notify the employer by telephone or fax concerning the late payment. The Funds office shall also notify the appropriate local union. If the employer is on a weekly payment basis, the contact shall be on the next business day after the due date. On the 15th day following the due date, the Funds office shall notify the employer and the local union in writing of the delinquency and inform the employer of its obligation to pay contributions immediately and the imposition of interest and penalties. This notice will be in the form of an invoice if the amount of the delinquent contribution is known or a letter if the amount due is not known.

3. Interest. Any Employer whose contributions have

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

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

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

6. Monthly Delinquent List. On the 10th of each

month, the Funds office shall prepare a list of all employers who are delinquent in payment of contributions, known as the "delinquent list." The delinquent list shall be mailed to all participating employers, the local unions, employers' associations, Trustees and counsel. The list shall indicate whether an employer has been referred to counsel for further collection procedures.

In the event that any participating employers are required to make contributions on a weekly basis, and are delinquent in such payments, the Funds office shall prepare a weekly delinquent list, which shall be mailed to all participating employers, the local unions, and Funds counsel.

#### D. Audits of Employer Payroll Records

The Trustees have adopted a program under which the payroll records of each Employer are periodically audited to assure accuracy of contributions. Amount reported as under payments as a result of an audit shall be considered as unpaid contributions subject to collection in accordance with this Policy.

#### E. Collection Procedures

1. Reference to Counsel. If a delinquent Employer has not fully complied with the Funds office's request for payment within 45 days of the due date, the administrative manager or their designee shall refer the collection matter to counsel designated by the Trustees for further action.

2. Demand Letter. Upon referral of the delinquent

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

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

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

5. Settlement. Subsequent to filing of a suit, counsel is authorized to enter into a settlement which incorporates the elements of interest and damages set forth in the policy provided that the settlement also requires the delinquent employer to make current monthly payments. The Chairman



and Secretary of the Board of Trustees may authorize counsel to enter into a settlement of a suit on such other terms as they deem prudent.

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

### III. Collection Committee

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

## APPENDIX 4

### CARPENTERS LOCAL 9 FLOOR COVERING ADDENDUM

In the interest of promoting a more harmonious relationship between the employers and the Union and those employers and carpenters engaged in the floor laying industry and performing floor covering work, it is agreed that this addendum will become part of the Master Construction Agreement(s), applicable in the jurisdiction of the Empire State Regional Council of Carpenters.

#### WORK JURISDICTION AND PRESERVATION

Work Consisting of cutting and/or forming of all materials in preparation for installing on floors, walls and ceilings, except acoustical tile; the installation of all hardwood floors including strip, square edge, parquet, flat surface wood blocks, plank floors, and all sanding, finishing and refinishing of old floors; the installation of all resilient floors, wall and ceiling materials to include all carpet, cork, linoleum, rubber, asphalt, vinyl, seamless floors and all other forms or finishing thereof; the installation of all artificial turf; the installation of all carpets, including the cutting and/or fitting thereof, the installation of padding and all preformed resilient floor coverings; the installation of all devices for the attachment floor, wall and ceiling coverings; track sewing of carpets; drilling of holes for sockets and pins; putting on dowels and slats; the installation of underlayment, sealants, patching compounds in preparations of floors, walls and ceilings; the unloading and handling of all materials to be installed, and the removal of all materials, cleaning, waxing

and vacuuming in preparing floors when contracted for by the Contractor, shall be done by employees covered under this Agreement, removal of flooring material to be performed by the Floor Contractor.

Should a signatory employer perform floor covering work in any of the local jurisdiction(s) covered by the Empire State Regional Council of Carpenters, the employer shall work under the terms and conditions of the collective bargaining agreement, in place in that area; inclusive of all terms, conditions and trust agreements covering the applicable fringe benefit funds.

The same shall apply to all sub-contractor(s) of the contractor and it's employees engaged in floor covering work. Employee(s) hired through another local union jurisdiction shall receive the local negotiated wage and fringe benefit(s) provided for in the collective bargaining agreement applicable to the area where the work is being performed.

Fringe benefits shall be purchased through the appropriate fund in the geographic jurisdiction covering the project location of the work. Agreements shall be honored for reciprocity to the home local funds of the participating floor layers. Dues, working dues or local union assessment(s) shall be paid directly to Carpenter's Local Union 42, 11 Kay Fries Drive, Stony Point, New York 10980.

Local Union 42 having jurisdiction over floor covering throughout the Empire State Regional Council of Carpenters shall receive notice by the employer 24 hours prior to the commencement of work, inclusive of location and the name of all employee floor layers employed at said location. Any

request by the employer for additional floor layers that may be required shall be directed to Carpenters Local Union 42. Local Union 42 will make every effort to assign directly or indirectly, regionally qualified bargaining unit members of the craft industry, persons employed by the employer in the floor laying industry performing floor covering work as herein defined, shall, with seven (7) days of commencing employment become members of Carpenters Local Union 42.

It is agreed that signatory employers have complete mobility of the Union workforce throughout the jurisdiction of the Empire State Regional Council of Carpenters. It is further agreed that an employer's request for a four day, ten hour work week shall not be unreasonably denied when requested 24 hours in advance of its commencement. Said request shall be made to Carpenters Local Union 42. All work performed after a ten hour day or 40 hours in the same 7 day work week (Monday through Sunday) shall be paid at the overtime rate required by the collective bargaining agreement in the area that the work was first performed. The foregoing shall apply to all work performed by the same worker in that week regardless of location, who shall be paid at the overtime rate provided for in the area where overtime work is performed. A Union Shop Steward will be required on all projects.

## APPENDIX 5

### CARPENTERS LOCAL 9 DUES DEDUCTION AUTHORIZATION

I authorize payment to the Empire State Regional Council of Carpenters and to affiliated Local Union Local 9 (collectively "Council"), or their successors or assigns, from my wages, the sum of five percent (5%) of the total composite rate per hour for all hours paid, including premium hours as weighted, I am obligated to pay as uniform working or other assessments at the times and in the manner determined by the Council and/or affiliated Local Union. I hereby acknowledge that the amounts so deducted from my wages constitute a lawful assignment to the Council and/or affiliate Local union. I make this assignment as a convenience for myself to avoid the necessity of frequent direct payments to the Council and/or affiliate Local Union.

This authorization, direction and assignment shall remain in effect until revoked by me, and it shall be irrevocable for a period of one (1) year from the date of signature or until the expiration of the present collective bargaining agreement, whichever occurs sooner. It shall be automatically renewed and shall be irrevocable for successive one (1) year periods under the same terms, unless I give written notice of revocation by certified mail to the Council and affiliate Local Union at least ten (10) days prior to any expiration of each of one (1) year period, or expiration of any succeeding collective bargaining agreement, whichever occurs sooner. If I do not execute this card, or I revoke this card, I will be obligated to make any required payments of assessments directly at the office of the Council or my Local

Union. You, my current employer, are to notify the Council and affiliate Local Union of the revocation within three (3) working days after receipt by you of the revocation notice.

This assignment is made pursuant to the provisions of Section 302 of the Labor Management Relations Act of 1947, and is in full force and effect to the extent permitted by law.

Dues or assessments due to the Council and affiliate Local Union are not tax deductible as charitable contributions for federal income tax purposes; however, subject to certain limitations, they are tax deductible as a miscellaneous itemized deduction.

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Last Name	First Name	Middle Initial
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Home Address

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City	State	Zip
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Local Union	Social Security No.	Date of Birth
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Date	Signature
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## **APPENDIX 6**

### **CARPENTERS LOCAL 9 ALTERNATIVE WORKWEEK**

To the extent permitted by law, the Employer shall have the ability to implement a four (4) day work week (Monday-Thursday or Tuesday-Friday) with the normal workday being ten (10) hours. Every attempt shall be made to make the four (4) day work week Monday-Thursday. The Carpenter working over forty (40) hours in a workweek or ten (10) hours in any workday shall be paid the approved overtime scale.

## APPENDIX 7

### AUTHORIZATION OF VOLUNTARY CONTRIBUTIONS TO THE EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS POLITICAL ACTION FUND NEW YORK STATE AND FEDERAL

I hereby voluntarily direct and pay over to the Empire State Regional Council of Carpenters Political Action Fund - New York State and Federal (collectively the "PACs") a specific amount of contributions to be paid out of my wages by my employers on my behalf.

The Empire State Regional Council of Carpenters ("Council") has suggested a guideline of \$0.04 per hour worked as voluntary contributions to be made by me to the PACs effective this date. I hereby authorize that the contributions which I have authorized to be made to the PACs may be made to either the Federal PAC or the New York State PACs, or may be divided among the two PACs in the discretion of the Treasurers of the PACs.

This authorization is voluntarily made and is based on the following: (1) the \$0.04 per hour worked contribution is only a suggestion, and I understand that I may contribute more or less than the suggested amount, or that I don't have to make any contribution whatsoever to either or both of the PACs. (2) Neither the Council nor my employer may require me to contribute a specified amount or any amount to the PACs. (3) Neither the Council nor my employer will favor or disadvantage me in any way by reason of the amount of my



contribution to the PAC or my decision not to make any contribution. (4) Contributions to the PACs will be used for political purposes, including, without limitation, making contributions to and expenditures in connection with, candidates and campaigns for federal or non-federal, state and local offices or positions and addressing issues of importance to the Council. (5) This authorization shall remain in full force and effect and it shall be binding on each and every employer for whom I work until revoked by me in writing to the respective PACs.

Contributions or gifts to the PACs are not deductible as charitable contributions for Federal Income tax purposes.

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Last Name	First Name	Middle Initial
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Home Address

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City	State	Zip
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Local Union	Social Security No.	Date of Birth
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Date	Signature
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## **WOOD WINDOWS**

All work associated with the installation, dismantling, re-modeling, refurbishing of Wood Windows units. Said units may be true wood or have a vinyl, aluminum, or other protective skins. This shall also include new window installations. The method of fastening or the product being fastened to is not a factor in the assignment. All Wood Windows shall be the work of the Carpenter. It should be specifically noted that this shall also include any work done to the wood sash or any other component of the said window.

Any pre-glazed window in unprepared openings shall be set, stay, level, plant or brace by Carpenters. Any pre-glazed windows attached to metal steel or wood opening shall be the work of the Carpenter.