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1,600 workers  
97 pgs.

**CARPENTERS**

**HEAVY AND HIGHWAY  
AGREEMENT**

**BETWEEN**

**EASTERN CONTRACTORS  
ASSOCIATION, INC.**

**AND**

**ADIRONDACK & VICINITY  
DISTRICT COUNCIL  
LOCALS 12, 120, 229, 278, 370, 747 and  
1042**

**UNITED BROTHERHOOD  
OF CARPENTERS  
AND JOINERS OF AMERICA**

**APRIL 1, 1997 - MARCH 31, 2002**

**EASTERN CONTRACTORS ASSOCIATION, INC.**

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# **AGREEMENT PREAMBLE**

**Adirondack and Vicinity District Council  
of the  
United Brotherhood of Carpenters and Joiners,  
Locals 12, 120, 229, 278, 370, 747, 1042**

and

**Eastern Contractors Association, Inc.**

## **CARPENTERS HEAVY AND HIGHWAY AGREEMENT**

This Agreement is entered into this 1st day of April 1997 by and between the Eastern Contractors Association, Inc. by and on behalf of its contractor-members and signatory contractors, hereinafter referred to as the Party of the First Part, and Adirondack and Vicinity District Council of Carpenters, Party of the Second Part, for the purpose of serving the best interest of the community in making heavy and highway construction costs as low, stable, and certain as possible, consistent with fair wages; for providing means for a peaceful adjustment of all grievances, disputes, and differences of opinion that may arise between the parties hereto and for the advancement of labor and management in skill and productivity.

Section 1. The Party of the Second Part agrees that it will cooperate with the Party of the First Part to actively combat absenteeism by individuals or groups of employees and will also endeavor to eliminate all other practices which curtail efficiency on the job. It will support the Party of the First Part in its attempts to eliminate waste, to improve the quality of workmanship, to assist in training apprentices, to prevent accidents, and to promote good will between Employer and employee.

Section 2. The Party of the First Part agrees to employ Carpenters and apprentices and the Party of the Second Part agrees to furnish within forty-eight (48) hours, journeyman Carpenters and apprentices of the trade.

Section 3. The Union understands that the Contractor has the complete authority and right to:

A. Plan, direct and control the operation of all his/her work.

B. Decide the number of employees required with due consideration to the proper craft classification thereof.

C. Hire and lay off employees as the Contractor feels appropriate to meet the work requirements and/or skills required.

D. Determine work methods and procedures.

E. Require all employees to observe the Contractor's and/or Owner's rules and regulations

not inconsistent with this Agreement, prenotification required where possible.

F. Require all employees to observe all safety regulations prescribed by the Occupational Safety and Health Act, the contractor, and/or Owner and to work safely.

G. The Union understands the extreme importance of keeping operating equipment and units running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to the Employer. Therefore, the Union will encourage, advise, and direct the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools or labor-saving devices.

H. Questions arising over the application and intent of this Agreement are subject to review by the Joint Negotiating Committee to determine whether there has been exploitation of stipulated prerogatives.

I. The Contractor or his/her authorized representative has the right to inspect any tool box leaving the job site.

### **WITNESSETH:**

THIS AGREEMENT is entered into to prevent strikes and lockouts; to facilitate the peaceful adjustment of grievances and disputes between the Employer and the Union and its members; to prevent waste; unnecessary and avoidable delays and the results through them to the Employer of cost and expense and to the Employees covered thereby of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workers; to provide as far as possible for the continuous employment hereunder of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purpose and intent 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.

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



and in the Counties of the State of New York outlined hereinafter.

## **ARTICLE I - LIABILITY**

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

## **ARTICLE II - JURISDICTION**

1. The territorial jurisdiction of this Agreement is hereinafter set forth in Appendix A, together with the names of the Adirondack and Vicinity District Council and Locals 12, 120, 229, 278, 370, 747, 1042 of the United Brotherhood of Carpenters and Joiners of America, which are a party to this Agreement.

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

3. The loading, unloading, stringing of all wood products, metal, masonry, plastic or any other materials put in place by the members of the

Brotherhood shall be the jurisdiction of the United Brotherhood of Carpenters and Joiners of America. The operation of gas, electric, air or other mechanical devices used by carpenters shall be tools of the trade and shall come under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

4. Fifty percent (50%) of the first ten (10) Carpenters, on a one-to-one ratio may be selected by the Employer from any Carpenter local. The Employer shall select the first Carpenter on the job. The remainder of Carpenters shall be from the Carpenter local in which the project is located, provided the local can supply necessary qualified personnel.

### **ARTICLE III - DEFINITION**

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

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

3. This Agreement shall apply to all heavy and highway construction which terms are defined as being all work performed outside of a building,

including but not limited to: water supply, drainage, sanitation, reclamation, irrigation and flood control projects, hydroelectric developments, dams, reservoirs, docks, piers, jetties, locks, dikes, levees, channels, breakwaters, harbors, airports, railroads, highways, streets, bridges, and similar structures, pile driving, abutments, retaining walls, transmission lines, duct lines, pipe lines, sewers, water mains, cut and cover work, industrial sites, school sites and athletic fields and site work only for cement manufacturing plants and all power plants. All work pertaining to shopping centers are excluded from this Agreement.

4. All sewage treatment plants, water pollution control treatment plants, all lift and pumping stations for the movement or treatment of sewage shall be done under the provisions of this Agreement. Administration buildings, incinerator plants and all buildings other than the ones listed above (Sections 1, 2, 3, 4) shall be done under the District Council or local union building construction agreement.

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

railroads, and river work; also construction of water lines and sewers to the building line.

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

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

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

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

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

7. Building construction is defined as all work done within the building proper, provided it is not covered under heavy and highway in this Article.

8. The parties agree that by mutual consent upon consultation prior to bid that heavy and highway work may be assigned to the appropriate building agreement for that project only. The Employer on such a project shall sign the appropriate Adirondack and Vicinity District Council of Carpenters building agreement in order to perform work under this provision.

The parties and the Employer agree that any dispute regarding the implementation of this provision shall be resolved by the Joint Board of Arbitration.

#### **ARTICLE IV - HOURS OF WORK**

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

herein) which shall be paid for at double the hourly rate.

(a) Two (2) consecutive shifts may be worked in twenty-four (24) hours and shall be of equal duration and at the same rate, first shift to start not earlier than 6:00 a.m.

(b) Three (3) shifts may be worked in twenty-four (24) hours and shall be at the same rate and of the duration set forth below:

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

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

When two (2) or three (3) shifts are worked, the second and third shifts shall be considered for payroll purposes as having been worked in their entirety on the same day on which the first shift started.

(c) It is understood that there is no guarantee that on a given day one shift may not vary due to weather, equipment breakdown, or any circumstances beyond the contractor's control, however, the two (2) hour clause will apply. If the

Employer provides all-weather equipment and there is work to be performed and any employee refuses to work, the two (2) hour clause shall not apply, providing safety is not compromised.

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

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

(f) MAKE-UP DAY. The make-up day is on Saturday in the week in which a day or days are lost due to inclement weather. Pay for this make-up day will be straight time, it being understood that work on this day is voluntary on the part of the employees and that further, all employees working on the job be given the same opportunity to work. No discriminatory action will be taken against any employee who declines said work.

## **ARTICLE V - CONDITIONS OF EMPLOYMENT**

1. All employees shall receive five (5) minutes before noon, and at the end of each day's work, for the purpose of picking up their tools and securing

them from loss through theft or damage resulting from job operations or weather conditions.

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

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

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



5. The Employer agrees to furnish a supply of clean, pure and cool drinking water, either as running water or in a clean, covered container with spigot.

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

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

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

9. The Employer is responsible for sharpening all tools.

#### 10. PROTECTIVE CLOTHING

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

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

11. Prior to commencement of work, employees covered by this Agreement shall be covered by New

York State Unemployment, D.B.L. and Workers' Compensation Insurance or the Employer shall assume the full responsibility for such coverage and any loss by the Employee.

12. The Employer shall see that a First Aid Kit is furnished for the job and that the same shall be kept completely supplied with necessary medical equipment and available for inspection by the Steward.

### 13. SCAFFOLDING

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

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

14. The Employer shall move all company owned tools.

15. The Union agrees to cooperate with the Company in encouraging their employees to observe company safety rules and regulations as prescribed pursuant to O.S.H.A. or other governmental regulations or legislation, and to wear properly and utilize safety devices or safety equipment as provided by the Company in order to work in a safe manner. The neglect or failure of an employee to obey any of

the above shall, after due and proper warning by the Superintendent, the Foreman and Steward, be just cause for discharge without recourse to the grievance procedure. In the event any employee performs an unsafe act or operation in such a manner as to directly cause the Employer to be fined by O.S.H.A., then he/she shall be subject to immediate discharge.

## 16. ABSENCES

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

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

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

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

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

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

18. Members of the Adirondack and Vicinity District Council of Carpenters contracting work must show proper compensation insurance (and notice posted to this effect) before hiring a member of this District Council.

19. There shall be no restrictions of time-saving tools, provided health and safety are not endangered.

## **ARTICLE VI - POLICY ON SUBSTANCE ABUSE**

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

2. Employees whose job performance is impaired by the use of alcohol and drugs create an

unacceptable safety risk to themselves, co-workers, and public.

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

## **ARTICLE VII - SHOW-UP TIME**

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

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

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

## **ARTICLE VIII - HOLIDAYS**

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

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

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

## **ARTICLE IX - CERTIFIED WELDERS**

Certified welders shall receive one dollar and fifty cents (\$1.50) per hour over the journeyman's

rate of pay when he/she is required to perform welding work. If he/she spends any part of the day welding, he/she shall receive the welding rate of pay for the entire day.

## **ARTICLE X - UNION RIGHTS**

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

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

3. The Business Manager, or any other authorized representative of the Union shall be allowed to visit the jobs of the Employer and interview the employees during working hours but he/she shall contact the Foreman in charge before so doing. Also, the Business Representatives shall arrange or regulate differences that may arise between the members and their Employers subject to the approval of the District Council.

## ARTICLE XI - STEWARDS

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

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

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

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



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

## **ARTICLE XII - FOREMEN**

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

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

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

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

## **ARTICLE XIII - MISCELLANEOUS**

1. The conditions on carpenter and pile driver work shall be uniform throughout the jurisdiction of this Agreement.

### **2. SUBCONTRACTING**

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

(b) It is recognized that there are specific subcontract requirements for D/M/WBE

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

(c) By mutual agreement, an Employer may subcontract to non-signatory specialty subcontractors and use his/her best efforts to arrange a pre-job conference for each project.

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

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

5. Employees injured at work shall be paid for time spent going to the doctor's office for treatment at

the time of the injury. If the doctor certifies, in writing, that the Employee is unable to return to work that day, the injured Employee shall be paid for the balance of that working day not to exceed eight (8) hours pay. In the event he/she works in excess of eight (8) hours he/she shall be paid for actual hours worked.

## 6. PRE-JOB CONFERENCE

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

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

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

7. All millwright work performed in conjunction with heavy and highway construction shall be done under the terms of the District Council or local union millwright agreement prevailing in the jurisdictional area where the project is located or if there is no millwright agreement, then under the

millwright provisions of the building agreement prevailing in the jurisdictional area.

## ARTICLE XXV - PILE DRIVING

1. Pile driving shall be covered by the terms and conditions of this Agreement.

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

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

### 4. DEFINITIONS

(a) Pile driving, as herein defined, shall include all labor employed in building, driving, staying, pulling and cutting off of all pre-cast concrete piles while still in leads, pile jackets, composite piles, cast-in-place concrete piles and any pre-cast structural shapes or units, the setting of which is performed with pile driving equipment

when concurrent with pile driving operations; on regular pile driving rigs, the maintenance from the king-pin out; the operation of the valve when located outside of the cab. When a crawler or other type crane is used, the maintenance of the boom to the boom sheave shall be done by the Operating Engineers.

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

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

5. On installation of bearing piles, there shall be a crew of not less than three (3) employees and a foreman. On sheet piling there shall be not less than two (2) employees and a foreman. Divers, tenders and certified welders are included in the crew. On floating derricks used for driving piles, there shall be no less than four (4) employees and a foreman. Divers and tenders are included in the crew.

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

7. It is agreed, however, that in the event that the Employer or the Union feel that more or less employees are required for the work to be performed, then this matter shall be resolved between the

Superintendent and Business Representative by mutual consent.

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

#### **ARTICLE XV - DIVERS AND TENDERS**

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

2. The diver's rate shall be:

7/1/97                \$305

7/1/98                \$310

7/1/99                \$315

7/1/00                \$320

7/1/01                \$325

per day, providing he/she dives i.e. a wet day.

The tender's rate shall be one dollar (\$1.00) per hour over the Carpenter journeyman's rate.

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

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

## ARTICLE XVI - ARBITRATION

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

strikes, slowdowns or work stoppages by its members.

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

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

(b) Step 2. If Step 1 is not successful, the Business Representative shall attempt to resolve the matter with the Assistant Labor Relations Director, Eastern Contractors Association, Inc., within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays.

(c) Step 3. If Step 2 is not successful, the Business Manger of the District Council shall attempt to resolve the matter with the Assistant Labor Relations Director, Eastern Contractors Association, Inc., within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, after assigned.

(d) Step 4. If the dispute is not settled as provided for above, it is agreed that a Joint Board



of Arbitration, composed of equal numbers of Union and Association representatives shall be established within forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays, and a written decision rendered within three (3) working days. The Joint Board of Arbitration shall be comprised of members from the Joint Negotiating Committee. The decisions of the Joint Board of Arbitration shall be final and binding on the parties to the grievance. All requests for arbitration shall be: made in writing, and shall include a statement of alleged violation(s) and specific provisions of the contract allegedly violated and detail of all efforts to resolve the dispute; and be served on the Employer or Union with a copy to the Association.

(e) Step 5. If Step 4 is not successful, either party may submit the dispute to the New York State Employment Relations Board, in writing, within forty-eight (48) hours and both parties agree to submit to such arbitration and be bound by and follow the decision rendered. Pending the resolution of the dispute pursuant to Steps 1, 2, 3, 4, and 5, all work shall continue without interruption under the conditions prevailing at the time the dispute arose.

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

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

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

6. The costs of arbitration, which shall involve the fees and expenses of the arbitrator, shall be borne by the Construction Industry Advancement Program except, however, that each party shall pay the fees of its own attorneys, representatives and witnesses

7. Jurisdictional questions are not subject to this Article.

## **ARTICLE XVII - JURISDICTIONAL DISPUTES**

1. The parties hereto mutually agree that if the Employer receives written notification from one (1)

or more Unions contesting a work assignment, the Employer shall maintain his/her work assignment until the dispute has been resolved in accordance with the following procedure.

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

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

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

(d) The parties to this Agreement may seek resolution through the NLRB and/or the Courts. No legal action may be initiated until a, b, c above are exhausted.

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

## **ARTICLE XVIII - RATES OF PAY AND MODE OF PAYMENT**

1. The rates of wages and amounts of fringe benefit contributions for employees covered by this Agreement are hereinafter set forth in Appendix B.

2. Apprentices shall be paid the following rates and fringe benefits:

First 6 months	50% of basic rate with Health only.
Second 6 months	55% of basic rate with Health only.
Third 6 months	60 % of basic rate with Health and 50% pension/annuity.
Fourth 6 months	65% of basic rate with Health and 50% pension/annuity.
Fifth 6 months	70% of basic rate with full fringe benefits.
Sixth 6 months	75% of basic rate with full fringe benefits.
Seventh 6 months	80% of basic rate with full fringe benefits.
Eighth 6 months	85% of basic rate with full fringe benefits.

### 3. PAYMENT

(a) All employees covered by this Agreement are to be paid on the job weekly during working hours and not later than Friday for time worked up to midnight Sunday of the preceding week. In any event, no more than five (5) days shall elapse prior to payment of wages for the preceding week. If required to call at the office on the job for payment, the Employees shall be allowed sufficient time to get there before quitting time.

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

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

## **ARTICLE XIX - WAGES AND FRINGE BENEFITS**

1. The parties of this Agreement have agreed upon amounts per hour applicable to wages and fringe benefits for the period April 1, 1997, through June 30, 2002.

(a) For all Adirondack and Vicinity District Council Locals. The gross amounts (wages and fringes) are:

Effective July 1, 1997	\$ .50
Effective July 1, 1998	\$ .55
Effective July 1, 1999	\$ .60
Effective July 1, 2000	\$ .65
Effective July 1, 2001	\$ .70

(b) For Local No. 370 only. The following additional increases are in exchange for the reassignment of jurisdiction on pile driving, sheeting, diving, tending, and related work in the Local 370 area:

Effective July 1, 1997	\$ .005
Effective September 1, 1998	\$ .27
Effective September 1, 1999	\$ .27
Effective September 1, 2000	\$ .27
Effective September 1, 2001	\$ .28

(c) The parties will review the methods of payment and collection of fringe benefits at such time as the various Fund Offices within the Adirondack and Vicinity District Council of Carpenters may have been merged.

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

3. In the event that a contractor party to this Agreement subcontracts any portion of the work covered by this Agreement to a subcontractor who is not party to this Agreement, then such contractor shall assume full responsibility for any unpaid wages and/or fringe benefits due employees covered by this Agreement. The Business Manager or administrator of the respective funds shall notify the general contractor, by mail, of the subcontractors delinquency within fifteen (15) days of any delinquency. Fringe benefits are due and payable for all hours paid, except in Locals 12, 120, and 370 fringe benefits are due and payable for hours worked.

4. On seven (7) days written notice to the job site, the Union is granted the absolute right to strike the job of any delinquent contractor, and shall be under no compulsion to return any employees to employment with such contractor until all delinquencies are completely paid up. Where such

action is necessitated as a result of the delinquency of any contractor in the payment of wages, or of any of the fringe benefit payments as set forth elsewhere in this Agreement such delinquent contractor shall be required to pay the striking employees wages for each day on strike, for a period not to exceed three (3) days prior to their return to employment for such contractor. Where a subcontractor is involved, notice shall also be given to the prime contractor.

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

## 6. AUDITS

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

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



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

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

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

## **ARTICLE XX - NEW YORK STATE CARPENTERS LABOR MANAGEMENT FUND**

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

## **ARTICLE XXI - DEDUCTIONS**

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

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

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

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

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

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

## **ARTICLE XXII - NONDISCRIMINATION IN EMPLOYMENT**

The Employer and the Union mutually agree that they will comply and cooperate with all laws,

codes, rules, regulations, executive orders and administrative decisions, whether state or federal, dealing with nondiscrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc., not herein expressly mentioned.

### **ARTICLE XXIII - FAVORED NATIONS**

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

### **ARTICLE XXIV - DURATION AND TERMINATION**

It is agreed by both parties to this Agreement that all the conditions of this Agreement shall remain

in full force and effect to March 31, 2002, and during each calendar year thereafter; unless on or before January 30, 2002, or any year thereafter, written notice of proposed changes in this Agreement shall be served by either party upon the other.

## **ARTICLE XXV - SAVINGS CLAUSE**

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

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

## **ARTICLE XXVI - ASSOCIATION RECOGNITION & SECURITY**

Section 1. The Union recognizes the Association as the exclusive bargaining representative of all members of the Association.

Section 2. The Association represents that it is duly authorized by its designating members hiring

carpenters to enter into this collective bargaining agreement, that in so doing it is authorized to bind such designating members to the terms and conditions of this Agreement, and represents further that it will request, as a condition of membership in said Association, that such designating members shall continue to be bound by such terms or, shall upon admission to the said Association, after the date of execution of this Agreement, agree to be bound from that date forward by all the terms and conditions of this Agreement.

Section 3. There shall be one (1) bargaining unit for all Employers bound by this Agreement for the geographic and trade jurisdictions covered herein by Adirondack and Vicinity District Council.

Section 4. No modification, variation, or waiver of any term or provision herein shall be valid unless agreed upon in writing by both the Association and the Union.

## **ARTICLE XXVII - CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM**

### **Section 1.**

A. Whereas, Recognizing the need for providing a means whereby Employers can facilitate and supplement the financing of their activities, which include, but are not limited to; public relations,

public education as applied to the construction industry, Employer expenses incurred in the promotion and stability of relations between labor and management, maintaining facilities and paying costs of arbitration and adjustments of grievances between the Employers and the Union, collection of Health Funds, Pension Funds, and Apprenticeship Training Programs, also other Employer activity engaged in from time to time, such as promotion of legitimate markets, standardization of contracts and research. It is mutually agreed by both parties to this Agreement that at no time shall any of these funds be used to support any anti-labor legislation, maintain a lawsuit against any local union of its international body or pay any salaries or expenses to any employee or Employer who is promoting non-union conditions, or subsidizes any Employer during a strike or lockout.

In the interest of providing a means hereby Employers may avail themselves of the combined efforts in securing for themselves and their workers just and honorable dealings with the public they serve:

The Employer shall continue to pay to the Industry Fund of Eastern Contractors Association, Inc., 6 Airline Drive, Albany, New York 12205-1095, a sum to be in an amount equal to one percent (1%) of the basic hourly wage rate, shown in Articles XVIII, XIX, and Appendix B of the Agreement between Eastern Contractors Association,

Inc. and Adirondack and Vicinity District Council of Carpenters for Heavy and Highway construction, per hour paid or worked as appropriate, per employee covered by the terms of this Agreement. Said sum to be paid to said fund to be used for above-mentioned purposes. Payments to the Fund are included in the Fringe Benefit Receipt coupon where applicable. All others shall make payments through the Monthly Report Forms of the various Fringe Benefit Funds. The Fringe Benefit Funds shall be responsible for the timely remittance of all moneys collected to Eastern Contractors Association, Inc.

The Union will provide Eastern Contractors Association, Inc. with a list of the agreements with any Employer who is not a member of Eastern Contractors Association, Inc. annually, and at other times upon request.

B. Each Employer party to this Agreement shall, during the term of this Agreement, on or before the 15th day following the end of each month, pay Eastern Contractors Association, Inc. the total sum of the Industry Fund contributions due as defined in this Agreement. Fringe Benefit Fund Offices receiving Industry Fund contributions on behalf of Eastern Contractors Association, Inc. shall, during the term of this Agreement, on or before the 30th day following the end of each month, remit to Eastern Contractors Association, Inc. all Industry Funds collected for heavy and highway construction

with copies of report forms from all contributing Employers.

Notwithstanding any other provision contained in this Agreement, the parties agree that any Employer and/or Fringe Benefit Fund Office who becomes delinquent in the payment of contributions due to the Industry Fund after notice has been served on such delinquent Employer, the Employer shall be liable for such penalties and remedies and subject to such procedures as provided for by the various Fringe Benefit Funds for delinquent Employers, or shall be liable for not only the amount of contributions due, but in addition thereto, any such Employer agrees to pay interest, costs and fees of amount of said delinquency found, if auditing procedures are necessary, to ascertain the amount of the delinquencies. The failure of any Employer to make timely and proper contributions and remittances to the Industry Fund shall not relieve any other Employer from making such payments.

The books and records of each Employer and/or Fringe Benefit Fund Office pertinent to the employment of employees covered by this Agreement, shall be made available at all reasonable times for inspection and audit by a licensed CPA employed by the Fund, including, without limitation, payroll sheets, W-2 Forms, New York State employment vouchers, and any other pertinent items concerning payrolls. Inspection shall be restricted to a verification of payments made and/or due to the



Industry Fund. Cost of such inspection shall be borne by the Industry Fund except in cases where an Employer is delinquent in making contributions, in which case the delinquent Employer shall bear the cost of inspection and audit, proportionate to the amount of delinquency found.

Section 2.

A. The Union shall receive quarterly reports of income and disbursements of the CIAP Fund and shall also receive a copy of the yearly audit of the CIAP Fund, although the Union acknowledges that has no voice in the administrating of said Fund.

B. No services or programs financed by the CIAP Fund shall be made available to any person, firm or corporation that is not a member of Eastern Contractors Association, Inc. or is not signatory to the Eastern Contractors Association, Inc. agreements.

**ARTICLE XXVIII -  
UBC HEALTH AND SAFETY,  
APPRENTICESHIP AND TRAINING FUNDS  
OF NORTH AMERICA, AND THE  
MARKETING ALLIANCE**

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

Apprenticeship and 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 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 cents (\$.02) per hour worked for each employee covered by this agreement to the Marketing Alliance. Payment shall be made to the Training Fund, the Health & Safety Fund, and the Marketing Alliance on or before the 15th 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 Training Fund, the Health and Safety Fund, and the Marketing Alliance, as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents pursuant to such Trusts. Upon request the Employer may receive the latest annual report prepared for the Training Fund, the Health & Safety Fund and/or the Marketing Alliance.

**ARTICLE XXIX -  
ADIRONDACK AND VICINITY DISTRICT  
COUNCIL OF CARPENTERS JOINT  
APPRENTICESHIP AND TRAINING FUND**

All apprenticeship contributions shall be remitted, at the same rate, into a newly created Adirondack and Vicinity District Council of Carpenters Joint Apprenticeship and Training Fund starting July 1, 1997. The parties shall jointly draft the Trust documents. The parties shall determine the appointment and number of their respective Trustees.

## APPENDIX A

### A. ADIRONDACK & VICINITY DISTRICT COUNCIL TERRITORIAL JURISDICTION

The territorial jurisdiction of the Adirondack and Vicinity District Council includes, in their entirety, the following twenty (20) counties in New York State: Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Onondaga, Oswego, Rensselaer, Saratoga, Schenectady, St. Lawrence, Warren, and Washington. Then in Schohaire County, going south along the eastern boundary lines of the towns of Sharon, Seward, Richmondville, Summit, and Jefferson, to the southern County line. Then along that line to the Albany County line.

### B. ADIRONDACK AND VICINITY DISTRICT COUNCIL LOCALS' TERRITORIAL JURISDICTIONS

#### 1. LOCAL 12 (SYRACUSE) TERRITORIAL JURISDICTION

Onondaga County.

#### 2. LOCAL 120 (UTICA) TERRITORIAL JURISDICTION

Shall include all of the Counties of Oneida and Madison, also a portion of Herkimer and Montgomery County. Starting at the southwest corner of Herkimer County and going east along that

line to the Montgomery County line, then follow the Montgomery County line to Route 10, then going north along center of Route 10 to the Fulton County line. It shall include also the entire area of Canajoharie and Palatine Bridge regardless of where Route 10 is in Montgomery County. Then west along the Fulton County line and north to the Hamilton County line, then west and north along the Hamilton County line to where Route 28 intersects at the Village of Eagle Bay. Then following the center of Route 28 southwest to where it intersects with the Oneida County line.

### 3. LOCAL 229 (GLENS FALLS) TERRITORIAL JURISDICTION

Shall include all the territory north of a line starting from a straight line from the northern boundary line of the Village of Salem in Washington County to the Vermont boundary line. Then going back west and south around the Village of Salem to Route 22. Follow Route 22 to Route 29 following Route 29 south and west to the Hudson River. (Excluding the entire Village of Greenwich and Salem.) Then going north along the Hudson River to a point where Route 32 and Jewel Corners in the Township of Northumberland, in Saratoga County come in a straight line east. Then going back west along that line to Route 32 and to Gansevoort, then along the county road that goes north of Kings Station and Kings and to Porters Corners. Then

following a road to Mount Pleasant, and to County Route 12 going north to the Betchellerville Bridge. Then in a straight line northwest to Northville and Route 30 in Saratoga County. Then going north along Route 30 to Speculator in Hamilton County, Continue north on Route 30 to the Township of Indian Lake. Then northwest along Route 28 to Blue Mountain Lake then on a northerly line along Route 28N to Long Lake continue south along Route 28N to the Township of Newcomb including the entire Township of Tahaws. Then along Blue Ridge Road east to Route 9 then east along Route 73 to the Village of Ticonderoga to Lake Champlain and the Vermont line.

#### 4. LOCAL 278 (WATERTOWN TERRITORIAL JURISDICTION)

Starting at a point at the Canadian Border in Franklin County north of Bombay, then south through Bombay, Dickinson, St. Regis Falls, then west from St. Regis Falls to the St. Lawrence County Line, then south along the St. Lawrence County Line to the intersection of the St. Lawrence and Hamilton County Lines. From that point south along the Hamilton County Line to Route 28N. Then following 28N west to Long Lake, from Long Lake south along Route 30 to Blue Mountain Lake, then west along Route 28 to the Oneida County Line near McKeever. Thence in a straight line east to Constableville, then south to West Leyden, then west

to the Oswego County line, then north along Oswego County line, then west along Oswego County line to Lake Ontario to the Canadian Border, then following this border north and east to the aforementioned starting point.

5. LOCAL 370 (ALBANY)  
TERRITORIAL JURISDICTION

Carpenters Local No. 370 Territorial jurisdiction shall include all of Albany, Rensselaer and Schenectady Counties. Then all of the territory south and east of a line starting at the Northern Boundary line of the Village of Salem in Washington County, and a straight line to the Vermont state line. Then going back west and south along the Village line of Salem to Route 22, then following Route 22 to Route 29, and following Route 29 south and west to the Hudson River, (including the entire Villages of Greenwich and Salem).

Then going north along the Hudson River to a point where Route 32 and Jewel Corners in the Township of Northumberland, in Saratoga County come in a straight line east. Then going back west along that line to Route 32 and continuing to Gansevoort. Then along the County road going southwest to Gurnspring then continuing south and west along the County road that goes north of Kings Station and Kings and to Porters Corners. Then following a road west to Mt. Pleasant, and to County Road 12 going to the Batchellerville Bridge. Then in

a straight line northwest to Northville and Route 30. Then going north along Route 30 to Speculator in Hamilton County. Then following Route 30 and 8 southwest to the Hamilton County line. Then going south and east to the Fulton County line. Then going south along the western boundary line of Fulton County and east along the southern line to where Route 10 intersects. Then going south along Route 10 to the Schoharie County line. (*It shall exclude the entire area of Canajoharie and Palatine Bridge regardless of where Route 10 is in Montgomery County.*) Then in Schoharie County going south along the eastern boundary lines of the townships of Sharon, Seward, Richmondville, Summit and Jefferson to the southern County line. Then along that line to the Albany County line.

6. LOCAL 747 (OSWEGO)  
TERRITORIAL JURISDICTION

Oswego County.

7. LOCAL 1042 (PLATTSBURGH)  
TERRITORIAL JURISDICTION

Lake Champlain at Ticonderoga, West on Route 74 to Route 9, North to Underwood, Route 73 North to Keene then on a line to Tahawas. Then west on Route 28N to Long Lake then North on Route 30 to Moody then North on a line to Lawrenceville, then on Route 11 to Moira then North on Route 95 to Bombay and the Canadian Border.



## C. BUSINESS MANAGER

**John J. Simmons**  
**Executive Secretary-Treasurer/Business Manager**  
**Adirondack and Vicinity District Council of**  
**Carpenters**  
159 West First Street  
Oswego, New York 13126  
PHONE (315) 343-3885  
FAX: (315) 342-3383

## D. BUSINESS REPRESENTATIVES

### **Local 12**

**Erwin Ziegler**  
6691 Pickard Drive  
Syracuse, New York 13211  
PHONE (315) 455-5797  
FAX: (315) 455-8326

### **Local 120**

**Edward Morgan**  
325 Bleeker Street  
Utica, New York 13501  
PHONE (315) 733-6038  
FAX: (315) 733-5019

**Local 229**

Philip Allen

Box 1459

So. Glens Falls, New York 12803

PHONE (518) 792-5493

FAX: (518) 792-2102

**Local 278**

Earl Dillon

197 Stone Street

Watertown, New York 13601

PHONE (315) 788-2790

FAX: (315) 788-3832

**Local 370**

John Stefanik

Albany Labor Temple

890 Third Street

Albany, NY 12206

PHONE (518) 438-1905

FAX: (518) 438-1906

**Local 747**

Charles Rinoldo

159 West First Street

Oswego, New York 13126

PHONE (315) 343-7531

FAX: (315) 343-7548

**Local 1042**

Ronald Kent

25 Elm Street

Plattsburgh, New York 12901

PHONE (518) 561-4264

FAX: (518) 561-2151

**APPENDIX B**  
**1997-2002**  
**ADIRONDACK AND VICINITY DISTRICT**  
**COUNCIL**  
**HEAVY AND HIGHWAY WAGE RATE**  
**SCHEDULES**

**EFFECTIVE APRIL 1, 1997 - JUNE 30, 1997**

1. Locals 12, 120, 229, 278, 747, and 1042

<b>Local 12</b> <b>(Syracuse)</b>		<b>Local 120</b> <b>(Utica)</b>	
Wages	\$19.85	Wages	\$20.655
Welfare	2.75	Welfare	2.80
Pension	1.72	Pension	2.92
Annuity	2.00	Annuity	
Local	.10	Local	.095
Appren.		Appren.	
NYS LM	.005	NYS LM	.005
UBC		UBC Funds	
Funds			
CIAP		CIAP	
<b>TOTAL</b>	<b>\$26.425</b>	<b>TOTAL</b>	<b>\$26.425</b>
<i>Deductions</i>		<i>Deductions</i>	
Dues	-5%	Dues	-5%
Def. Fund		Def. Fund	.10
		CAF	-.07

**Local 229  
(Glens  
Falls)**

Wages	\$20.25
Welfare	2.35
Pension	3.585
Annuity	
Local	.20
Appren.	
NYS LM	.02
UBC	.02
Funds	
CIAP	
<b>TOTAL</b>	<b>\$26.425</b>
<i>Deductions</i>	
Dues	-5%
Def. Fund	

**Local 278  
(Watertown)**

Wages	\$19.25
Welfare	3.50
Pension	3.50
Annuity	
Local	.17
Appren.	
NYS LM	.005
UBC Funds	
CIAP	
<b>TOTAL</b>	<b>\$26.425</b>
<i>Deductions</i>	
Dues	-3%
Def. Fund	

**Local 747  
(Oswego)**

Wages	\$18.02
Welfare	3.00
Pension	2.98
Annuity	2.30
Local	.085
Appren.	
NYS LM.	.02
UBC	.02
Funds	
CIAP	
<b>TOTAL</b>	<b>\$26.425</b>

*Deductions*

Dues	-2%
Def. Fund	

**Local 1042  
(Plattsburgh)**

Wages	\$20.35
Welfare	2.35
Pension	3.585
Annuity	
Local	.10
Appren.	
NYS LM	.02
UBC Funds	.021
CIAP	
<b>TOTAL</b>	<b>\$26.42</b>

5

*Deductions*

Dues	-6%
Def. Fund	

## 2. Local No. 370

### **Local 370**

#### **(Albany)**

Wages	\$18.94
Welfare	3.13
Pension	2.90
Local	.295
Appren.	
NYS LM.	.005
UBC	
Funds	
CIAP	.18
Local	
Union	
<b>TOTAL</b>	<b>\$25.45</b>
<i>Deduction</i>	
Dues	-.45
Def. Fund	
Vacation	-1.00

Dues or other per hour deductions upon Employer receipt of signed authorization cards from employee. Dues deduction where shown as a percentage will be on gross wages, exclusive of fringe benefits.

## EFFECTIVE JULY 1, 1997 - JUNE 30, 1998

### 1. Locals 12, 120, 229, 278, 747, and 1042

<b>Local 12 (Syracuse)</b>		<b>Local 120 (Utica)</b>	
Wages	\$20.04	Wages	\$21.01
Welfare	2.90	Welfare	2.70
Pension	1.82	Pension	3.05
Annuity	2.00	Annuity	
Local		Local	
Appren.		Appren.	
NYS LM	.005	NYS LM	.005
AVDC	.10	AVDC	.10
Appren.		Appren.	
UBC	.06	UBC Funds	.06
Funds			
CIAP	.20	CIAP	.21
<b>TOTAL</b>	<b>\$27.125</b>	<b>TOTAL</b>	<b>\$27.135</b>
<i>Deductions</i>		<i>Deductions</i>	
Dues	-5%	Dues	-5%
Def. Fund		Def. Fund	-.15



**Local 229  
(Glens  
Falls)**

Wages	\$20.52
Welfare	2.45
Pension	3.69
Annuity	
Local	.10
Appren.	
NYS LM	.005
AVDC	.10
Appren.	
UBC	.06
Funds	
CIAP	.20
<b>TOTAL</b>	<b>\$27.125</b>
<i>Deductions</i>	
Dues	-5%
Def. Fund	

**Local 278  
(Watertown)**

Wages	\$19.25
Welfare	3.50
Pension	3.94
Annuity	
Local	.07
Appren.	
NYS LM	.005
AVDC	.10
Appren.	
UBC	.06
Funds	
CIAP	.19
<b>TOTAL</b>	<b>\$27.115</b>
<i>Deductions</i>	
Dues	-3%
Def. Fund	

**Local 747  
(Oswego)**

Wages	\$18.16
Welfare	3.12
Pension	2.98
Annuity	2.50
Local	
Appren.	
NYS LM.	.005
AVDC	.10
Appren.	
UBC	.06
Funds	
CIAP	.18
<b>TOTAL</b>	<b>\$27.105</b>
<i>Deductions</i>	
Dues	-2%
Def. Fund	

**Local 1042  
(Plattsburgh)**

Wages	\$20.62
Welfare	2.45
Pension	3.69
Annuity	
Local	
Appren.	
NYS LM	.005
AVDC	.10
Appren.	
UBC Funds	.06
CIAP	.20
<b>TOTAL</b>	<b>\$27.125</b>
<i>Deductions</i>	
Dues	-6%
Def. Fund	

## 2. Local No. 370

### **Local 370**

#### **(Albany)**

Wages	\$18.94
Welfare	3.13
Pension	3.34
Local	.195
Appren.	
NYS LM.	.005
AVDC	.10
Appren.	
UBC	.06
Funds	
CIAP	.18
Local	.06
Union	
<b>TOTAL</b>	<b>\$26.01</b>
<i>Deduction</i>	
Dues	-.45
Def. Fund	
Vacation	-1.00

Dues or other per hour deductions upon Employer receipt of signed authorization cards from employee. Dues deduction where shown as a percentage will be on gross wages, exclusive of fringe benefits.

## 2. INCREASES

(a) For all Adirondack and Vicinity District Council Locals. The gross amounts (wages and fringes) to be allocated are:

Effective July 1, 1997	\$ .50
Effective July 1, 1998	\$ .55
Effective July 1, 1999	\$ .60
Effective July 1, 2000	\$ .65
Effective July 1, 2001	\$ .70

(b) For Local No. 370 only. The following additional increases to be allocated are in exchange for the reassignment of jurisdiction on pile driving, sheeting, diving, tending, and related work in the Local No. 370 area.

Effective July 1, 1997	\$ .005
Effective September 1, 1998	\$ .27
Effective September 1, 1999	\$ .27
Effective September 1, 2000	\$ .27
Effective September 1, 2001	\$ .28

## **APPENDIX C**

### **ECA/BASIC TRADES WORKERS' COMPENSATION PROGRAM**

The parties have adopted as apart of this Agreement the ECA/Basic Trades Workers' Compensation Program including the Workers' Compensation Alternative Disputes Resolution Addendum.

### **WORKERS' COMPENSATION ALTERNATIVE DISPUTES RESOLUTION ADDENDUM**

#### **AGREEMENT PREAMBLE**

This Agreement is made and entered into the 28th day of February, 1996 by and between Eastern Contractors Association, Inc. (hereinafter referred to as the Association) and International Union of Bricklayers and Allied Craftsmen (Local Nos. 2, 8, 11, and 45), United Brotherhood of Carpenters and Joiners of America (Local No. 370), International Association of Bridge, Structural and Ornamental Iron Workers (Local No. 12), Laborers' International Union of North America (Local Nos. 157 and 190), *International Union of Operating Engineers (Local No. 106)* and International Brotherhood of Teamsters (Local No. 294) (hereinafter referred to as the Unions) and is an Addendum to the Building; Heavy & Highway (Bricklayers and Allied Craftsmen); and Tile, Marble and Terrazzo Finishers and Workers

(Bricklayers and Allied Craftsmen) collective bargaining agreements between the Association and the Unions.

**ARTICLE I**  
**PURPOSE**

It is the intent of this Agreement to provide employees who incur injuries or suffer occupational diseases as defined under the New York Workers' Compensation Law (hereinafter referred to as the Law) with improved access to high quality medical care, and to reduce the number and severity of disputes and provide an efficient and effective method for dealing with disputes resulting from such injuries and diseases by utilizing the provisions of subdivision 2-C of Section 25 of the Law to establish a system of medical care delivery and dispute prevention and resolution which will be used by all employees covered by this Agreement.

**ARTICLE II**  
**SCOPE OF AGREEMENT**

a) This Agreement shall apply only to an Employer that is signatory to at least one (1) of the collective bargaining agreements between the Association and the Unions listed above in Article I and that chooses to participate in this Agreement and to its employees who are covered under such agreements. The Employer shall serve written

notification on the Association, the Union representing the Employer's employees and on Ulico Casualty Company (hereinafter referred to as the Prime Carrier) of the Employer's application to participate in this Agreement. Initial and continuing participation shall be subject to the approval of the Joint Labor-Management Oversight Committee established in Article V and of the Prime Carrier. An Employer insured with a workers' compensation carrier other than the Prime Carrier or a self-insured Employer must demonstrate that it will be able to provide claims management, medical management and program representative services consistent with this Agreement and satisfactory to the Oversight Committee and the Prime Carrier and must agree to pay the applicable costs for dispute resolution services, medical network operation and other related program expenses.

In accordance with Rule 314.2(c), any participating Employers who are insured by a carrier other than Ulico, Inc. (the "Prime Carrier") shall provide the WCB with a statement signed by their insurance carrier expressing the carriers' consent to the workers' compensation claims provisions contained in the Agreement. Participating Employers who do not contract with an insurance carrier shall submit proof of self-insurance on WCB form SI - 12.

The Prime Carrier or other participating carrier or self-insured Employer, as appropriate, shall

provide prompt written notification of the Employers who elect to utilize the provisions of the alternative disputes resolution Agreement and an estimate of the numbers of employees thereby bound to the alternative dispute resolution process to the WCB.

b) This Agreement shall apply only to workers' compensation claims for compensable injuries and occupational diseases, as defined by the Law, sustained by employees of the Employer covered by this Agreement, during their employment by the Employer, on or after the effective date of this Agreement, irrespective of the date of the claim. This Agreement shall not be construed to modify the provisions of the Labor law nor shall it in any way modify claimant's rights to commence action based upon negligence, violations of Labor Law, violations of OSHA or otherwise against any third party.

c) This Agreement shall remain in effect for not less than one (1) year from the date of its execution. Thereafter, it shall continue and remain in force during the full term of the collective bargaining agreements to which it is an Addendum, subject to the termination notification requirements set forth in those agreements. Upon termination of coverage of this Agreement with respect to an individual employee or to all employees of an Employer, unless this Agreement or the underlying collective bargaining agreements are being renegotiated, the Employer and the employee(s) shall become fully



subject to the provisions of the Law to the same extent as they were prior to the implementation of this Agreement, provided, however, that any claim arising from an accident or illness sustained on or before the date of termination of coverage of this Agreement shall continue to be covered by the terms of this Agreement for a period of two (2) years and further provided that when a claim has been adjudicated under this Agreement, the Employer and the claimant shall be estopped from raising identical issues before the Workers' Compensation Board. On termination of the Agreement, copies of all records related to claims adjudicated under the Agreement shall be transferred by the responsible carrier to the Workers' Compensation Board. This Agreement shall not remain in effect beyond December 31, 2000 unless authorized by Law.

d) This Agreement represents the complete understanding of the parties with regard to the subject matter dealt with herein.

e) In any instance of conflict, the provisions of this Agreement shall take precedence over provisions of the Law, so far as permitted by the provisions of subdivision 2-C of Section 25 of the Law.

f) This Agreement shall not be construed to modify the provisions of the Law related to notice, claim filing, first report of injury, notification of controversy, notification of the cessation of benefits,

payment of benefits, payment of attorney or licensed representative fees or any other provision of the Law or its supporting case law, except as specifically set forth in this Agreement.

g) Notwithstanding any other provision of this Agreement, it is hereby agreed that for other than office or clerical employees, that no employee not covered under a collective bargaining agreement with at least one (1) of the signatory Unions shall be covered under this alternative dispute resolution agreement, nor shall be permitted coverage under the alternative dispute resolution for resolution of claims. Any party that fails to file for arbitration within thirty (30) calendar days after the completion of the mediation process as provided above shall forfeit its right to arbitrate under the terms of this Agreement. This provision shall not be in effect unless authorized by Law.

### **ARTICLE III** **AUTHORIZED MEDICAL PROVIDERS**

a) All medical and hospital services required by employees subject to this Agreement as the result of compensable injury or occupational disease, shall be furnished by health care providers and facilities negotiated by the parties to this Agreement, hereinafter referred to as authorized providers. A list of the authorized providers shall be made available to all employees subject to this Agreement. The list can

be changed any time by mutual agreement of the parties to this Agreement. All authorized providers, other than health care facilities, shall be board certified in their respective specialties. The parties to this Agreement may agree on a case-by-case basis to permit a board eligible health care provider to act as an authorized provider as permitted by WCB.

b) In case of emergency when no authorized provider is available, the employee may seek treatment from a health care provider or facility not otherwise authorized by this Agreement, to provide treatment during the emergency. Responsibility for treatment shall be transferred to an authorized provider as soon as possible, consistent with sound medical practices.

c) After selecting an authorized provider to furnish treatment, an employee may change once to another authorized provider. When referred by the authorized provider to another provider in a particular specialty, the employee may also change once to another authorized provider in such specialty. Additional changes will be made only with the agreement of the Employer.

d) Neither the Association, the Employer nor the Union(s) shall be responsible for the cost of medical services furnished by a health care professional or facility not authorized pursuant to this Agreement.

e) The list of authorized providers shall contain sufficient numbers of providers for each of the specialties which the parties to this Agreement believe are required to respond to the needs of employees subject to this Agreement. In the event that an authorized provider furnishing treatment to an employee determines that consultation or treatment is necessary from a specialty for which no authorized provider has been selected through this Agreement, or in the event that distance makes it impractical for treatment from the authorized provider, the authorized provider shall select the additional specialist or the additional provider who offers treatment at a practical distance for the employee.

f) All prescription medicines required by employees subject to this Agreement as a result of injury or occupational disease shall be furnished by the Employer through a prescription medicine provider agreed to by the parties to this Agreement. This prescription medicine may be provided by the prescription medicine provider.

g) Either the Employer or the employee may request a second opinion from an authorized provider regarding diagnosis, treatment, evaluation or related issue. A third opinion may be requested through the mediator or arbitrator if the first two do not agree.

h) Both the Employer and the employee shall be bound by the opinions and recommendations of

the authorized providers selected in accordance with this Agreement. In the event of disagreement with an authorized provider's findings or opinions, the sole recourse shall be to obtain a second opinion from another authorized provider and to present the opinions through the dispute prevention and resolution procedures established in this Agreement.

i) The parties to this Agreement agree that it is in their mutual best interest to establish a schedule limiting the fees which the authorized providers may charge for providing documents and narrative reports, and will work with the authorized providers to establish such a schedule.

j) If the underlying compensability of a claim is being controverted by the Employer, the employee is not bound by this Article pending the resolution of the controversy. Any issue of compensability shall be resolved under Article IV of this Agreement. If the claim is found to be compensable, the Employer will be responsible for payment of the health care rendered to the employee, at the applicable fee schedule.

**ARTICLE IV**  
**DISPUTE PREVENTION AND RESOLUTION**

a) The dispute prevention and resolution program will consist of three components:

Program Representative

Mediation

Arbitration

b) This program shall be used in place of and to the exclusion of the New York State Workers' Compensation Board (WCB) conciliation, hearing and review processes. Any request made to the WCB for conciliation, hearing or review of any claim subject to this Agreement will immediately be referred by the WCB to the program established by this Agreement.

c) The Program Representative, mediator(s) and the arbitrator(s) will be selected through negotiation among the parties to this Agreement and will be paid by the Employer, except that the costs *for those employers insured by the Prime Carrier* will be paid by the Prime Carrier. All individuals considered for mediator or arbitrator shall disclose to the Joint Labor-Management Oversight Committee any current or previous employment or affiliation by the Prime Carrier or any other carrier participating in this Agreement.

d) An employee covered by this Agreement who believes that he/she is not receiving workers' compensation benefits to which he/she is entitled, including medical and hospital services, shall notify the Program Representative. If the issue cannot be resolved to the satisfaction of the employee within five (5) working days, the employee may apply for mediation. The parties may extend the five (5) working day period by mutual agreement. No issue will proceed to mediation without first being presented to the Program Representative. The response of the Program Representative to the employee shall be explained in terms which are readily understandable by the employee. The Program Representative will maintain a log recording all activity, including the date of each notification and the date of each response.

e) Application for mediation shall be made not more than sixty (60) calendar days after the Program Representative has responded to the employee's notification. Any application for mediation shall immediately be assigned to a mediator selected under this Agreement. The mediator will contact the parties to the dispute, including the Employer insurance carrier, and take whatever steps the mediator deems reasonable to bring the dispute to an agreed conclusion. The Joint Labor-Management Oversight Committee will determine the rules by which mediations are conducted.

f) Mediation shall be completed in not more than fourteen (14) calendar days from the date of referral, except that in no event shall an issue be permitted to proceed beyond mediation until and unless the moving party cooperates with the mediator and the mediation process. The Employer agrees to cooperate fully in the dispute resolution process and to provide all relevant documents requested by the employee, the mediator or the arbitrator.

g) Within thirty (30) calendar days after the completion of the mediation process, any party not satisfied with the outcome may file with the mediator a request that the matter be referred for arbitration. Upon receipt of such a request, the mediator shall immediately refer the matter to an arbitrator agreed to by the parties to this Agreement for arbitration. The arbitration date will be set with sufficient advance notice to permit the parties to retain and/or consult with legal counsel.

h) Arbitration will be conducted pursuant to the rules of the American Arbitration Association, using an arbitrator agreed to by the parties to this Agreement. Unless the parties to the matter otherwise agree, arbitration proceedings shall be completed within thirty (30) calendar days after referral, and an arbitration decision rendered within ten (10) calendar days of the completion of the proceedings.



i) No written or oral offer, finding or recommendation made during the mediation process by any party or mediator shall be admissible in the arbitration proceedings except by mutual agreement of the parties.

j) The mediator or arbitrator may in his/her or he/she sole discretion appoint an authorized health care provider to assist in the resolution of any medical issue, the cost to be paid by the Employer.

k) Either party to a claim may obtain representation by an attorney or licensed representative at any time. The attorney(s) or licensed representative(s) will be paid under the same circumstances and in the same manner and amounts as provided for under the Law. Neither party will be permitted to be represented by legal counsel at mediation. The fact that the representative of the employee, the Employer or the Employer's workers' compensation insurance carrier's has had legal training or is a licensed attorney shall not bar such person from participating in mediation unless he or she seeks to participate on the basis of a lawyer-client relationship. All communication between the mediator and the parties shall be directly with the parties (unless precluded by language or disability) and not through legal counsel.

l) Determination and/or approval of attorneys'/licensed representatives' fees, approval of

agreements and other similar actions required under the Law to be performed by a referee or a Board Member shall be the responsibility of the mediator or arbitrator. The arbitrator shall also have the authority to enforce the penalty provisions contained in Section 25 (2)(a), (2)(c), and (3)(c) of the Law with regard to only those penalties paid to the employee.

m) The decision and award of the Arbitrator shall be final, except as provided for in paragraph D of subdivision 2-C of Section 25 of the Law.

n) Any party to a claim may refuse once a mediator or arbitrator named to resolve the claim. The refusal shall be in writing and shall be made within two (2) working days of party receiving the name of the mediator or arbitrator assigned to the claim. A party to a claim may only exercise this option once at the mediation step and once at the arbitration step.

## **ARTICLE V** **JOINT LABOR-MANAGEMENT OVERSIGHT** **COMMITTEE**

a) The Association and the Unions establish a Joint Labor-Management Oversight Committee to represent their respective interests in the administration of this Program. The Committee's Labor membership shall consist of one (1) designated representative from each of the unions set forth in

Article I. The Management membership shall consist of an equal number of representatives designated by the Association from participating employers. The Oversight Committee shall designate six (6) members, three (3) Labor and three (3) Management, to serve as a Working Group with authority to act at the direction of the entire Joint Labor-Management Oversight Committee. The Prime Carrier shall serve as a non-voting, ex officio member of both the Joint Labor-Management Oversight Committee and the subsidiary Working Group. The Joint Labor-Management Oversight Committee shall operate on a consensus basis.

The Program Coordinator will be an Association staff member and will serve as Chair of meetings of the Joint Labor Management Oversight Committee and the Working Group.

b) The Joint Labor-Management Oversight Committee shall take all actions required to implement the letter and intent of this Agreement, including, but not limited to, the selection of Program Representative, mediator(s), arbitrator(s), network providers and medical providers. Additionally, the Joint Labor-Management Oversight Committee shall receive reports, both in written and oral forms, from the Prime Carrier and any other participating carrier and the Working Group, shall receive complaints and investigate and respond appropriately, and shall respond to requests for systemic information

whenever practicable. Accordingly, the parties hereto consent to the agreements, decision and other actions taken by the Joint Labor-Management Oversight Committee and the Working Group consistent with this Agreement and the exigencies of operating the program for the benefit of the Employees and the Employers.

## **ARTICLE VI** **MISCELLANEOUS ISSUES**

a) All payments required to be made by the Employer pursuant to this Agreement shall, in accordance with the Law, be made by its workers' compensation carrier. Similarly, all actions required by the Law to be undertaken by the insurance carrier rather than the employer shall be performed by the Employer's workers' compensation insurance carrier.

b) The Employer shall take whatever steps are necessary to insure that an Employer representative is available to fulfill the Employers' obligations until all claims subject to this Agreement are resolved.

c) If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement than can be given effect without the invalid provision or application,

and to this end the provisions of this Agreement are declared to be severable.

d) If any other contractor association and its representative union(s) wish to participate in the Program established under this Agreement, they may apply to the Joint Labor-Management Oversight Committee established in Article V. If approved for participation, the association and the union(s) may be entitled to name only one (1) additional Management member and only one (1) additional Union member, respectively, to serve on the Joint Labor-Management Oversight Committee.

e) It is expressly agreed and understood that under no circumstances shall the Association(s) or the Union(s) signatory hereto become liable for providing any workers' compensation benefits by virtue of their participation in this Agreement, including but not limited to the payment of claims, related costs or the provision of services.

f) In a contested claim if the employee prevails at the arbitration step the Prime Carrier or any other participating carrier shall pay the attorney's/licensed representatives' fees of the employee's attorney in addition to any award made to the employee.

g) The parties agree to review the workers' compensation cost savings obtained by Employers participating in this Agreement with the goal of sharing a portion of those savings after an increase in

competitiveness, if any, with the Unions. The threshold for determining increased competitiveness through workers' compensation cost savings shall be the Prime Carrier or any other participating insurer establishing rates, dividends, and premiums equivalent to the most competitive available from a commercial carrier, State Insurance Fund, or Safety Group outside this Agreement. After reaching the threshold for determining increased competitiveness, a portion of those workers' compensation cost savings will be shared through supplementing the statutory benefits or some other formula as determined by the parties and the Prime Carrier and other participating insurers.

The Prime Carrier and any other participating insurer will observe the reporting requirements in Article V b of this Agreement. At least one (1) written report will be provided prior to the first of the expirations of the current collective bargaining agreements between the Association and the Unions on April 30, 1997 (Bricklayers and Allied Craftsmen Local No. 2 - Building, Carpenters Local No. 370, Iron Workers Local No. 12, Laborers' Local No. 157 & 190, International Union Operating Engineers Local No. 106, Brotherhood of Teamsters Local No. 294), May 31, 1997 (Bricklayers and Allied Craftsmen Locals Nos. 2, 8, 11, 45), and May 31, 1997 (Bricklayers and Allied Craftsmen - Tile, Marble and Terrazzo Finishers and Workers), respectively.

The Association and the Unions will endeavor together to explore the development of additional or enhanced features by the Prime Carrier and any other participating carrier for inclusion in this Agreement.

**h) MULTIPLE EMPLOYER CLAIMS.**

Medical care that is the responsibility of the current Employer and the collectively bargained program will be furnished through the program's medical network. If the claim involves a medical condition for which the employee was previously treated, and the prior treating physician is not a member of the program medical network, the physician will, at the claimant's written request to the Program Representative, immediately be put through the credentialing process and after successful completion added to the program medical network. If an issue arises involving only the current Employer, it will be dealt with through the Agreements alternative disputes resolution process. If an issue arises that involves the current Employer and a prior Employer who is not party to the Agreement, it will be dealt with through the WCB process. If an issue arises that involves the current Employer and a prior Employer who is party to the Agreement, it will be dealt with through the Agreement alternative dispute resolution process.

i) The parties agree that safety is of the greatest importance in the prevention of injuries in workers' compensation. The Association and the

Prime Carrier and other participating insurers will develop a Safety Recognition Program including Employer and employee awards. The Employers and the Unions agree to promote safety and undertake any safety recommendations made by the Prime Carrier and other participating insurers.



IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year set forth, in the City of Albany, County of Albany, State of New York.

ACCEPTED FOR THE UNIONS for and on behalf of the signatory Unions:

International Union of  
Bricklayers and Allied  
Craftsmen  
(Local No. 2)  
Garry Hamlin, President

International Union of  
Bricklayers and Allied  
Craftsmen  
(Local No. 8)  
Mark Babbage, President

International Union of  
Bricklayers and Allied  
Craftsmen  
(Local No. 11)  
Steve Remington,  
Business Manager

International Union of  
Bricklayers and Allied  
Craftsmen  
(Local No. 45)  
William R. Wright Jr.,  
Business Manager

United Brotherhood of  
Carpenters and Joiners of  
America  
(Local No. 370)  
John Stefanik,  
Business Representative

International Association  
of Bridge, Structural and  
Ornamental Iron Workers  
(Local No. 12)  
Michael Burns,  
Business Manager

Laborers' International  
Union of North America  
(Local No. 157)  
Robert L. Pollard,  
Business Manager

Laborers' International  
Union of North America  
(Local No. 190)  
Samuel M. Fresina,  
Business Manager

International Union of  
Operating Engineers  
(Local No. 106)  
Gene Messercola,  
Business Manager  
/President

International Brotherhood  
of Teamsters  
(Local No. 294)  
Howard Bennett,  
President

ACCEPTED FOR THE ASSOCIATION for and on  
behalf of the signatory Employers:

Charles McGrath  
J.D. Gilbert  
Vic Mion Jr.  
Toni Cristo  
Wayne Brownell

Tom Murray  
John Di Guilio  
David Rubin  
Bruce Hodgkins  
Walt Gould

ACCEPTED FOR ULICO CASUALTY  
COMPANY:

Todd Rowland

## **ASSOCIATION SIGNATURE PAGE**

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

### **EASTERN CONTRACTORS ASSOCIATION, INC.**

John DiGiulio, *Co-Chairman*  
Charles McGrath, *Co-Chairman*  
Jack Bohl  
John Cinquino

### **ADIRONDACK AND VICINITY DISTRICT COUNCIL OF CARPENTERS LOCALS 12, 120, 229, 278, 370, 747, AND 1042**

John J. Simmons,  
*Executive Secretary-Treasurer/Business Manager*

## **INDIVIDUAL EMPLOYER SIGNATURE PAGE**

### **INDIVIDUAL EMPLOYER**

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

1. That he/she (it) has read the foregoing Collective Bargaining Agreement, dated April 1, 1997, and agrees, as an individual Employer to be bound by each and all the terms, conditions and provisions thereof. He/she (It) further agrees to furnish both the Eastern Contractors Association, Inc. and the Union with signed copies of this Agreement.

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

3. The undersigned Employer recognizes Eastern Contractors Association, Inc. as

the exclusive bargaining unit for all Employers employing these trades in the geographical jurisdiction of this Agreement.

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
An Authorized Officer, Title

\_\_\_\_\_  
Firm Street Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

  
\_\_\_\_\_  
For Adirondack and Vicinity District Council

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

**NOTE:** This page to be filled out in triplicate and one (1) copy forwarded to **Adirondack and Vicinity District Council** and one copy (1) to **Eastern Contractors Association, Inc.** as indicated.

**UNION COPY**

## INDIVIDUAL EMPLOYER

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

1. That he/she (it) has read the foregoing Collective Bargaining Agreement, dated April 1, 1997, and agrees, as an individual Employer to be bound by each and all the terms, conditions and provisions thereof. He/she (It) further agrees to furnish both the Eastern Contractors Association, Inc. and the Union with signed copies of this Agreement.

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

3. The undersigned Employer recognizes Eastern Contractors Association, Inc. as the exclusive bargaining unit for all Employers

employing these trades in the geographical jurisdiction of this Agreement.

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
An Authorized Officer, Title

\_\_\_\_\_  
Firm Street Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

  
For Adirondack and Vicinity District Council

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

**ASSOCIATION COPY**

## INDIVIDUAL EMPLOYER

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

1. That he/she (it) has read the foregoing Collective Bargaining Agreement, dated April 1, 1997, and agrees, as an individual Employer to be bound by each and all the terms, conditions and provisions thereof. He/she (It) further agrees to furnish both the Eastern Contractors Association, Inc. and the Union with signed copies of this Agreement.

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

3. The undersigned Employer recognizes Eastern Contractors Association, Inc. as the exclusive bargaining unit for all Employers



employing these trades in the geographical jurisdiction of this Agreement.

\_\_\_\_\_  
Name of Firm


By: \_\_\_\_\_  
An Authorized Officer, Title

\_\_\_\_\_  
Firm Street Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

  
For Adirondack and Vicinity District Council

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

**EMPLOYER COPY**