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Title: Independent Contractors of the Twenty-Three Counties in Western New York State (Residential Construction Agreement) and United Brotherhood of Carpenters and Joiners of America (UBC), AFL-CIO, Local 23 (2000)

K#: 8162

Employer Name: Independent Contractors of the Twenty-Three Counties in Western New York State

Location: Rochester NY

Union: United Brotherhood of Carpenters and Joiners of America (UBC), AFL-CIO

Local: 23

SIC: 1521

NAICS: 2361

Sector: P

Number of Workers: 3800

Effective Date: 07/01/00

Expiration Date: 06/30/04

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RESIDENTIAL CONSTRUCTION AGREEMENT

BETWEEN

RESIDENTIAL CARPENTERS' LOCAL UNION 23

AND

**INDEPENDENT CONTRACTORS
OF THE TWENTY-THREE COUNTIES
IN WESTERN NEW YORK STATE**

7/1/2000 - 6/30/2004

Gordon J. Knapp
Executive Secretary / Treasurer
Business Manager

TABLE OF CONTENTS

Article 1. Coverage-----	Page 3
Article 2. Scope-----	Page 3
Article 3. Recognition-----	Page 3
Article 4. Union Security-----	Page 3
Article 5. Wage Rates-----	Page 4
Article 6. Working Dues-----	Page 4
Article 7. Overtime-----	Page 4
Article 8. Make-Up Day-----	Page 4
Article 9. Pay Day-----	Page 5
Article 10. Safety-----	Page 5
Article 11. Unemployment, Compensation, and Disability Benefits-----	Page 5
Article 12. Apprentices-----	Page 5
Article 13. Invalidity and Separability-----	Page 6
Article 14. Jurisdiction-----	Page 6
Article 15. Sub- Contractor Clause-----	Page 6
Article 16. General Conditions-----	Page 6
Article 17. Termination & Signature-----	Page 7
Appendix A. Wages and Fringe Benefits-----	Page 8
Appendix B. Collection Procedures-----	Page 9

This agreement entered into this _____ Day of _____, 20____ Between _____, hereinafter referred to as the Employer, and Residential Carpenters' Local Union 23, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1. COVERAGE

This Agreement covers all Residential Work in the following counties: Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming and Yates Counties.

ARTICLE 2. SCOPE

Residential Work as used herein is defined as all work within the jurisdiction of the Union in connection with: construction, alteration or repair of all residential units, including but not limited to single dwellings, duplexes, row houses and other buildings of four stories and less. This agreement does not apply to public improvements in any case in which the Federal Government, any of its agencies, or any State Government or political subdivision thereof, by loan, appropriation, guarantee, grant or in any other manner, provides all or any part of the funds used in Residential work, with the exception of projects covered by the Department of Housing and Urban Development or otherwise supported by Federal or State funds, but only if the project is residential construction of four (4) stories or less as described by Agency Memorandum No. 130 of the Administration of the U. S. Department of Labor.

ARTICLE 3. RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. Authorized representatives of the Union shall not be denied access to the Employer's office or to any Employers' project for the transaction of necessary business with the Employer, or with the Employees covered by this Agreement.

ARTICLE 4. UNION SECURITY

SECTION 1. All Employees shall become members of the Union on or after the thirtieth (30th) day of employment, or the date of the execution of this Agreement, whichever occurs later, as a condition of continued employment. Employer shall take all steps necessary to ensure that all Employees pay dues to the Union associated with the costs incurred by the Union in connection with the Union's representational activities.

SECTION 2. As a condition of continued employment, all Employees shall maintain their membership in the Union while this Agreement is in effect.

SECTION 3. Employer shall discharge any Employee who fails to become a member of the Union, or fails to maintain membership therein, in accordance with the provisions of Section 1 and 2 of this Article. For this purpose, the requirements of membership and maintaining membership shall be consistent with Federal and State Law and in particular 29 USC§158(a)(3).

ARTICLE 5. WAGE RATES

Journeyman Carpenters, Foremen and Apprentice Carpenters engaged in Residential work in the counties covered by this Agreement shall be paid as is set forth in Appendix A, Wage and Fringe Benefits.

ARTICLE 6. WORKING DUES

The Employer will deduct from the pay of each Employee for whom there is on file authorization to do so, working dues of three percent (3%) of gross wages and remit those funds to the Union. These deductions shall be made from each paycheck and submitted to the proper fund as set forth in Appendix B.

ARTICLE 7. OVERTIME

All work performed more than forty (40) hours per week and/or more than eight (8) hours per day shall be paid one and one-half (1 ½) times the rate in effect. Work performed on Sundays and the following holidays shall be paid two (2) times the rate in effect.

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Fourth of July
Christmas Day

ARTICLE 8. MAKE-UP DAY

SECTION 1. It is agreed that when time is lost (four (4) hours or more) by the crew during the regular work week, Monday through Friday, due to inclement weather only, this time may be made up by the entire crew on Saturday at the regular rate of wages, provided notice is given to the Steward by Noon Friday. All Saturday work must be scheduled on an eight- (8) hour basis. In the event, an Employee cannot work; the Employer shall take no punitive action.

SECTION 2. When a holiday falls in the regularly scheduled work week, that following Saturday may be used as a make-up day with the first eight (8) hours to be paid at one and one half (1½) times the rate in effect. If Saturday work is scheduled, Employees shall be paid for at least eight (8) hours.

ARTICLE 9. PAY DAY

SECTION 1. All employees shall be paid every week in currency or local bank payroll checks, approved by the Union, upon which shall be placed a detachable stub with the payroll deductions and hours worked. The checks are to be presented on the job or in the shop before the end of the work day, no later than the end of the following work week, or the employees will be allowed sufficient time during the regular work day to go to the shop or office and receive their pay.

SECTION 2. When a carpenter is laid off or discharged, he/she shall be paid in full on the job at the time of such layoff, or discharge. When Carpenters quit of their own accord, they shall wait until the regular payday for the wages due them.

ARTICLE 10. SAFETY

A qualified safety program shall be offered by the Union to assist the Employer.

ARTICLE 11. UNEMPLOYMENT, COMPENSATION, and DISABILITY BENEFITS

Employer shall provide the Union with proof of compliance with applicable Workers' Compensation, Unemployment Insurance and Disability Benefits Laws.

ARTICLE 12. APPRENTICES

SECTION 1. In order to maintain a sufficient number of skilled mechanics in the building industry, the necessity for the employment of Apprentices is hereby recognized and the employment and proper training of as many Apprentices as is reasonable and practical (at the sole discretion of Council Representative of the local Union) shall be undertaken by the Employer and the Union, with a ratio of no more than one (1) Apprentice to every one (1) Journeyman.

SECTION 2. In order to maintain the Apprenticeship Training Facilities in a manner sufficient to recruit and train a sufficient number of replacements for the industry, the Employer shall make a contribution of twenty-five cents (\$.25) per hour for each hour paid to the Carpenters' Joint Apprenticeship and Journeyman Training Fund.

SECTION 3. Conditions and rules governing Apprentices shall be those adopted by the Carpenters' Joint Apprenticeship Committee in the applicable area, and such rules may be received upon request.

SECTION 4. The wages of Apprentices shall be paid on a progressively increasing schedule based on the Journeyman's hourly earnings. (Refer to Appendix A)

ARTICLE 13. INVALIDITY AND SEPARABILITY

It is the intention of the parties hereto to comply with the provisions of the Labor Management Relations Act as amended and other applicable statutes and regulations, and in the event any provision of provisions of this Agreement are held to be unlawful, then such parties shall immediately meet to negotiate a legal mutually acceptable substitute. The remaining provisions of the Agreement shall continue in full force and effect.

ARTICLE 14. JURISDICTION

Work falling under Carpenters' jurisdiction is inclusive of all work in residential construction, as further defined in Article 2, including fabrication of all materials, systems, products and specifications relative to residential construction, and is recognized as Carpenters Work within jurisdiction of the Residential Carpenters' Local Union 23. In no event shall an Employer apply this Agreement where the work to be performed does not involve residential construction as defined in Article 2 of this Agreement.

ARTICLE 15. SUB-CONTRACTING CLAUSE

The Employer agrees not to sublet or subcontract any residential construction work or alteration work covered by this Agreement to any person, firm or corporation not in contractual relationship with the Residential Carpenters' Local Union 23.

ARTICLE 16. GENERAL CONDITIONS

SECTION 1. A suitable tool shed or room for the exclusive use of the Carpenters for safekeeping of hand tools and clothing properly heated and lighted shall be furnished when necessary, and under no circumstances shall materials be stored therein.

SECTION 2. The Union shall appoint a Working Steward, who is a qualified craftsman, on each job site.

SECTION 3. Employer shall provide pure clean drinking water which shall be accessible at all times with sanitary paper cups available. Ice water shall be provided in warm weather.

SECTION 4. Employer shall provide suitable and sanitary toilet facilities.

SECTION 5. Employer shall provide all power tools and accessories, including power cords.

SECTION 6. Employer shall supply parka type rain gear when necessary.

SECTION 7. The Employee(s) shall be permitted a ten (10) minute morning coffee break at their assigned work locations, and a thirty (30) minute unpaid lunch hour.

ARTICLE 17. TERMINATION & SIGNATURE

SECTION 1. Both parties agree that the initial term of this Agreement shall be from July 1, 2000 through June 30, 2004. During the initial term of this Agreement or any renewal term, there shall be neither strikes nor lockouts.

SECTION 2. If neither Union nor Employer gives written notice to the other of a change in or cancellation of this Agreement sixty (60) or more days prior to the expiration of the initial term stated in Section 1 or any renewal term, then the Agreement shall continue in full force and effect, for a successive "renewal" term of one (3) year, in each succeeding contract year thereafter.

IN WITNESS HEREOF:

FOR THE EMPLOYER

FOR THE UNION

Signature

Signature

Date

Date

PLEASE PRINT:

NAME _____

FIRM _____

ADDRESS _____

PHONE _____

DATE _____

**APPENDIX A
WAGES AND FRINGE BENEFITS**

It is hereby agreed that the minimum rate of wages for Employees working in the confines of the County(s) below shall be as follows: ALLEGANY, BROOME, CATTARAUGUS, CAYUGA, CHAUTAUQUA, CHEMUNG, CORTLAND, ERIE, GENESEE, LIVINGSTON, MONROE, NIAGARA, ONTARIO, ORLEANS, SCHUYLER, SENECA, STEUBEN, TIOGA, TOMPKINS, WAYNE, WYOMING, YATES COUNTIES.

Residential Carpenters

WAGES

(per each hour worked)	Journeyman	\$ 13.00
	Foreman	\$ 14.70

FRINGE BENEFITS

Health	\$ 3.00
Pension	\$ 1.00
Training	\$.25

DEDUCTIONS

(from gross wages)	Dues 3%- Journeyman	\$.39
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APPRENTICESHIP WAGES

(per each hour worked)	1 st year	50%	\$ 6.50
	2 nd year	60%	\$ 7.80
	3 rd year	70%	\$ 9.10
	4 th year	90%	\$ 11.70

FRINGE BENEFITS

Health	\$ 3.00
Pension	\$ 1.00
Training	\$.25

DEDUCTIONS

(from gross wages)	Dues 3% -	1 st year	\$.20
		2 nd year	\$.23
		3 rd year	\$.27
		4 th year	\$.35

INITIATION FEES

Journeyman	\$200.00	
Apprentice-		
1 st year	20%	\$ 40.00
2 nd year	40%	\$ 80.00
3 rd year	60%	\$120.00
4 th year	80%	\$160.00

APPENDIX B.
COLLECTION AND DELINQUENCY PROCEDURES
FOR BENEFIT FUNDS AND PAYROLL DEDUCTIONS

SECTION 1. All contributions and other payments to be made in pursuant to this Agreement shall be submitted to Residential Carpenters' Local Union 23, 6411 Dysinger Road, Lockport, New York, 14094 or otherwise directed, accompanied by the uniform remittance sheet no later than the tenth day of the month following the month in which the hours were worked and the benefit payment earned.

SECTION 2. The Employer hereby recognizes the Residential Carpenters' Local Union 23 as an authorized agent to secure collection and disbursement to the proper fund account all amounts the Employer is obligated to remit to the applicable trust funds within Residential Carpenters' Local Union 23 pursuant to this Agreement, and shall comply with and be bound by the collection policy established by the Residential Carpenters' Local Union 23 and/or Trustees with regard to such payments, including the posting of a bond if required by the Union, the imposition of penalties, liquidated damages and / or interest on late payments, penalties, liquidated damages, interest and attorneys fees and costs incurred in connection with such legal proceedings. The Employer may request a copy of the collection policy and procedures from the Residential Carpenters' Local Union 23 at any time.

SECTION 3. The Union Specifically reserves the right to decide when a bond shall be posted and the amount of the bond to be posted, based on the previous delinquency record of the Employer or those Employers having no experience in the fund. The Union, at its discretion, may require the Employer to pay the fringe benefits weekly based on previous delinquency records.