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Title: **Independent Contractors (Tunnel) and Empire State Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC), Local 85 (2003)**

K#: **8161**

Employer Name: **Independent Contractors (Tunnel)**

Location: **Rochester NY**

Union: **Empire State Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America (UBC)**

Local: **85**

SIC: **1622**

NAICS: **23731**

Sector: **P**

Number of Workers: **1300**

Effective Date: **04/01/03**

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K8161
1,300 workers

31 pp.

TUNNEL

AGREEMENT

BETWEEN

THE EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS

ON BEHALF OF ROCHESTER CARPENTERS' LOCAL UNION NO. 85
244 Paul Road, Rochester, NY 14624
(585) 328-6251

AND

INDEPENDENT CONTRACTORS

APRIL 1, 2003 – MARCH 31, 2006

TUNNEL AGREEMENT

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Note: For information purposes, any changes from previous agreement (**2000 – 2003** are **bold and** underlined in this Agreement. Note: Articles Titles are also bold and underlined (but not changed)

THIS AGREEMENT, made the 1st day of April, **2003**, by and between, (Hereinafter called "Employer"), and the undersigned **EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS ON BEHALF OF** ROCHESTER CARPENTERS LOCAL UNION 85 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (Hereinafter called the "Union").

W I T N E S S E T H :

PREAMBLE

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.

1. 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 outlines hereinafter.

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

3. **Employers who sign independently recognize that they are agreeing to be part of a single multi Employer collective bargaining "Unit". In such case, such Employer by signing or agreeing to be bound by this Agreement thereby authorizes the "Unit" to act as its collective bargaining representative for all matters pertaining to his Agreement and for subsequent negotiations, covering this multi-employer bargaining unit, and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining. A**

withdrawal of such bargaining authority given to the "Unit" by any independent signatory shall only be effective if in writing and received by the "Unit" and the Council more than 90 days prior to the expiration of the stated term of this Agreement, or by any succeeding Agreement in effect between the Council and "Unit".

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

ARTICLE I - JURISDICTION

1. The territorial jurisdiction of Rochester and Vicinity Local 85 is as follows: ALL Counties of Monroe, Wayne, **Ontario** and Livingston. Townships of Genesee Falls, Castile, Perry, Warsaw, Gainesville, and Pike in Wyoming County.

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 devises 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.

ARTICLE II - 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 (except heavy and highway work as herein defined which has been awarded as a subcontract of a building contract which work is the subject of a building construction collective bargaining agreement containing a subcontracting clause), including but not limited to: water supply, drainage, sanitation, reclamation, irrigation, and flood control projects, dams, reservoirs, docks, piers, jetties, locks, dikes, levies, channels, breakwaters, harbors, airports, railroads, highways, streets, bridges, and similar structures, piledriving, 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 concrete work connecting or pertaining to buildings in a shopping center are excluded from this Agreement.

4. All sewage treatments plants, water pollution control treatments 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 shall be done under the local union building construction Agreement.

5. It is understood that where industrial sites, cement manufacturing plants and all power plants are mentioned in the paragraph 3 as included within the scope of heavy construction, it shall cover all work in connection with the grading of the sites to yard grade or to the bottom of the floors as the grade may indicate, also all construction or 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 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 excavation in paragraphs (a) and (b) be for the purpose of constructing a tunnel (for any use) building, structure, or appurtenance 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 area at ground level or any satellite area used exclusively for such fabrication for the project shall be performed under this Agreement.

(e). Carpenter jurisdiction in any tunnel and/or shaft shall be performed under this Agreement if the General Contractor for the project is signatory to this Agreement.

(f). This Agreement is to cover all storage facilities, control centers, surge chambers, water and waste systems and subways, including all appurtenant work.

7. Building Construction is defined as all work done within the building proper.

8. (a) All scaffold over 14 feet shall be built from the ground up by carpenters except wood scaffold which shall be done with carpenters.

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

ARTICLE III - HOURS OF WORK

1. The work week shall be forty (40) hours, Monday through Friday, inclusive. The regular work day shall consist of eight (8) hours. The Employer, after consultation with the Union, shall set the starting time no earlier than 6:00 a.m., when working (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 work day and all time worked on Saturday shall be paid for at one and one-half (1 ½) 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 consecutive shifts may be worked in twenty-four (24) hours and shall be equal duration and at the same rate, 1st shift to start not earlier than 6:00 a.m.

B. Three shifts may be worked in twenty-four 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 ½ 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 or three 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 2-hour clause will apply in all instances.

D. The lunch break shall be between the hours of 12:00 p.m. and 12:30 p.m., unless mutually agreed upon. If an employee is required to work through lunch, such employee shall be compensated at premium time. Lunch period to be no later than 2:00 p.m. on first shift.

2. Flextime - With respect to any project that is 100% Federally Funded and awarded by a Federal Agency, the payment of overtime after eight hours will not apply. Overtime will only be required to be paid after 40 hours in a given week. This will only apply with Union consent on a job-to-job basis.

ARTICLE IV - 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 all employees at termination of employment. 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 24 hours, such employee shall be paid an additional twenty-five dollars ($25.00) for each additional 24 hours period the check was not mailed.

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 lunchtime, and for exclusive use of carpenters, and it shall be equipped with heat during the months of October 1st through April 30th.

4. A crib for carpenters' toolboxes shall be provided. The crib shall be fitted for a padlock to be furnished by the Employer 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 Three Hundred Dollars ($300.00) for losses sustained through theft by forcible entry and the actual value for tools lost by reason of 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; and it shall be the carpenter steward's responsibility to see that this is fulfilled by the Employer.

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

7. All shop employees 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 Employers shall furnish all files and grinders. All filing and sharpening of carpenters' tools shall be done by journeyman carpenters or apprentices.

10. (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 Workmen's 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. The Employer shall move all tools.

14. When an employee is required to move from job to job during the work day, the Employer shall provide the transportation for him or her and return him or her to the starting place before the end of the day's work or reimburse him or her at the rate approved by the Federal Government for use of his or her own car as transportation only, plus applicable hourly rate of pay.

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. (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 entitled 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. Work at hazardous waste site. When an employee covered by this Agreement performs hazardous waste removal work on a City, County, State and/or Federally designated waste site, and where relevant City, County, State and/or Federal regulations require, employees to be furnished and those employees use or wear required forms of personal protection to be supplied by employer, and, then in such case an employee shall receive the basic hourly rate plus $1.50 per hour.

ARTICLE V - SHOW-UP TIME

1. Carpenters reporting for work at the regular designated starting time shall, if not put to work, receive two (2) hours pay, unless unable to work due to weather conditions or reasons beyond the contractor's control.

2. Carpenters 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, it being understood that show-up time shall be computed at the straight time rate regardless of the day of the week involved.

3. Under safe and reasonable working conditions, by mutual consent by **the Union** and the Employer, an employee refusing to work will not be paid.

ARTICLE VI - HOLIDAYS

1. The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

If Carpenters work on an observed holiday, they shall be compensated at double time. No work shall be performed on Labor Day except in an emergency, if mutually agreed upon.

ARTICLE VII - CERTIFIED WELDERS

1. Certified welders shall receive one dollar 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.

2. In the event the Union is unable to provide a certified welder with a valid certificate in effect, it shall be the joint responsibility of the Employer and the Union to set up a certification test, and the Employer shall pay the employee for the time involved, not to exceed one (1) day's pay.

3. The Union and Employer agree to work together and with New York State to extend welder certifications to one year.

ARTICLE VIII - UNION RIGHTS

1. The hiring of new employees and the discharge thereof shall be in accordance with the Labor Relations Management 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 **Council** Representative, 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 shall contact the Foreman in charge before so doing. Also, the **Council** Representative shall arrange or regulate differences that may arise between the members and their employers subject to the approval of the **Council**.

ARTICLE IX - STEWARDS

1. The **Council** Representatives shall place a fully qualified working steward who is a carpenter journeyman. He shall advise the Employer, or

his/her representative, of the designation. He or 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) carpenter is required, this work shall be performed by the Steward, if he/she desires, and if he or she is fully qualified by mutual agreement.

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 any emergency. The Steward has no authority to issue working orders to the carpenters.

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 **Union** of his/her dissatisfaction, and it shall be the duty of the **Union** to take corrective action.

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

ARTICLE X - FOREMAN

1. All Carpenter Foremen must be journeyman Carpenters of the trade. When three (3) or more Carpenters are employed, one shall be the Foreman and receive not less than:

Effective 4/1/03: One dollar and twenty five cents ($1.25) per hour
7/1/03: One dollar fifty cents ($1.50) per hour,
4/1/04: One dollar seventy five ($1.75) per hour,
4/1/05: Two dollars ($2.00) per hour over journeyman's scale. There shall be a limit of **thirteen (13)** Carpenters per foreman.

2. All Carpenter Foreman when working with the tools must be journeyman Carpenters of the Trade.

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

4. At the start of a job, the Employer shall, if he/she desires, designate the first foreman of his/her choice; if additional foreman are required, they shall be from Local 85 unless mutually agreed upon.

ARTICLE XI – SUBCONTRACTING

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

ARTICLE XII - MOBILITY

Section (a). The first person on the job shall be the employer's Foreman who must be a member of the Empire State Regional Council of Carpenters. The second man on the job shall be the Shop Steward assigned by the Empire State Regional Council of Carpenters.

Section (b). The employer shall have the right to assign the balance of the workforce provided the journeymen are from one of the twenty five (25) counties within Region 4 of the Empire State Regional Council of Carpenters. If the employer assigns a journeyman from outside Region 4 of the Empire State Regional Council of Carpenters, the Council will have the right to match as per current Agreement (50/50).

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

ARTICLE XIII - MISCELLANEOUS

1. Neither the Employer nor any individual worker or group of workers shall have the right to modify or waive any of the provisions of this Agreement. The employer agrees that he/she will not enter into any individual contract with any of his/her employees regulating their wages by contract work or piece work. The Union agrees that it will not grant to any other Employer more favorable terms and/or conditions than those herein contained.

2. There shall be no other Agreements, expressed or implied, between the parties hereto other than set forth in this Agreement.

3. The conditions on carpenter work shall be uniform throughout the jurisdiction of this Agreement.

4. 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.

5. 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.

6. 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 a minimum of eight (8) hours pay. In the event he/she works in excess of the minimum eight hours, he/she shall be paid for actual hours worked.

7. (a) Prior to the commencement of work on a project, the Employer must 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 his/her obligation under Section 8(a).

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

8. (a) Work in other areas. The Employer agrees that if it performs any work covered under any Collective Bargaining Agreement of the Empire State Regional Council of Carpenters or in any of its Regional Districts or constituent local Unions, or of the New York City District Council of Carpenters within the jurisdiction of those Councils, Regional Districts or Local Unions, the Employer shall be bound to the terms and conditions of those Agreements applicable to the construction site location where said work is being performed as if it were signatory to the applicable Agreement for the duration of the work.

(b) The Union will make every effort to make contractors aware of the wages, fringes, and other conditions beyond this agreement in the respective areas.

9. Alternate Disputes Resolution. The Union and the Unit/Employer agree to consider implementation of a Workers' Compensation ADR Program.

ARTICLE XIV - ARBITRATION

1. 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 **Council** Representative shall attempt to resolve the dispute on the job with the Company's representative.
(b) Step 2 - The **Council** Representative shall attempt to resolve the dispute on the job with the Company's President or his/her designee.
(c) Step 3 - either party may submit the dispute to the New York State Mediation Service, 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 resolving of the dispute pursuant to Step 1, 2, and 3, all work shall continue without interruption under the conditions prevailing at the time the dispute arose.

2. 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.

3. The following express provisions of this contract are not subject to this Article:

(a) Wage Rates
(b) Welfare contributions and fringe benefit contributions
(c) Jurisdictional questions.

ARTICLE XV - 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 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 their International Union and National AGC. If they are unable to resolve said dispute within five (5) days (Saturday, Sunday and Holidays excluded) then;

(d) The parties to this Agreement shall have exhausted their internal remedies and may then seek resolution through the NLRB and/or the Courts. No legal action may be initiated before such internal remedies 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.

3. Where the Employer has been shown, by the Union, an International Agreement or decision of record as the same is hereinabove described at paragraph 1 thereof, a failure by the Employer to abide by the content of said Agreement or decision will make the Employer liable for lost wages and fringe benefits which would have been paid to employees covered by this agreement, and employees will not work for such Employer until such damages have been paid in full.

ARTICLE XVI - 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 A.

2. The Employer agrees that it shall make the appropriate contribution as set forth in this Collective Bargaining Agreement with the Empire State Regional Council of Carpenters and its affiliated local Unions to the Empire State Carpenters Apprenticeship Committee in the amount set forth in this Agreement. The Employer also agrees to be bound and shall comply with agreements, declarations of trust, plans or other relevant documents with respect to the Empire State Carpenters Apprenticeship Committee.

Apprentices shall be paid the following rates:

First Year Apprentices:	**60 % of basic rate**
Second Year Apprentices	**70 % of basic rate**
Third Year Apprentices	**80 % of basic rate**
Fourth Year Apprentices	**90 % of basic rate**

3. (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) Discharged employees must be paid off at the time of their dismissal except that by mutual agreement an employee may be paid by check mailed within twenty-four (24) hours. If not mailed within 24 hours, such employee shall be paid an additional twenty-five dollars ($25.00) for each additional 24-hour period the check was not mailed.

(c) Wages shall be paid in cash, except that the Employer may pay by recognized payroll checks where approval has been granted by the New York State Department of Labor.

(d) Pay check stubs or pay envelopes shall show the number of hours worked during the pay period and also all deductions, and shall show the contractor's name and address.

ARTICLE XVII - WAGE RATES

1. The parties to this Agreement have agreed upon **the increased** amounts per hour applicable to wages and fringe benefits for the period April 1, **2003**, through March 31, **2006**.

Effective July 1, 2003	**$33.98**
Effective January 1, 2004	**$34.23**
Effective April 1, 2004	**$35.48**
Effective April 1, 2005	**$36.98**

2. Wage rate schedules are listed in Appendix A on Page **23**

3. When an employee covered by this Agreement performs hazardous waste removal work and/or works with hazardous materials, employees to be furnished by employer and use or wear required forms of personal protection, and, then in such case an employee shall receive the basic hourly rate plus $1.50 per hour.

ARTICLE XVIII - FRINGE BENEFITS

The Collection Policy for the Rochester Carpenters Benefit Funds is attached and made a part of this Agreement as Addendum #1.

Section 1. The Employer agrees that is shall make fringe benefit contributions to those fringe benefit funds designated by the Council in the amounts set forth in this Agreement. It is recognized that these designations of the specific fringe benefit funds to receive contributions may be changed during the term of this Agreement. In each instance, the Employer shall be bound by and shall comply with the agreements, declarations of trust, plans and/or regulation of the fringe benefit funds, and the labor management cooperation committees, so designated. The Employer's remittance shall be in the form and manner as specified by the designated recipient of the contribution. In the event that a change of designation occurs during the term of this Agreement, written notice of such change will be given to each Employer and Association at least thirty (30) days prior.

Section 2. The Empire State Regional Council of Carpenters ("Council") upon discussion and coordination with the affected Funds, shall have the exclusive right to allocate, or to reallocate, at any time, all wages and contributions to those fringe benefit funds determined by the Council.

Section 3. The Union shall have the right to remove Employees from the employ of any Employer who is thirty (30) days or more

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

Section 4. 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 **Union** or administrator of the respective funds shall notify the general contractor, by mail, of the subcontractor's delinquency within fifteen (15) days of any delinquency. Fringe benefits are due and payable for all hours worked.

Section 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. Included as Appendix B and made a part of this Agreement is the Employer Collection Policy adopted by the by the Trustees of the Funds.

Section 6. (a) The trustees of the 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 respect funds.

(b) In addition, the trustee 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 employer to have his/her books and records available to the auditor.

(e) Failure on the part of the contractor to regularly contribute to welfare, pension, and/or other authorized funds as specified herein, shall make him/her liable for all claims filed with the pension, welfare, and/or other authorized fund offices by his/her employees, plus all arrears in payment, plus all regular collection costs.

Section 7.

a) Employers who have fewer than eighteen (18) months experience in making timely payments of the contributions and deductions provided for in this Article, shall provide a payment bond equal to one (1) month's contribution with a minimum of $10,000 and a cap of $50,000. The Union may waive the surety bond if the contractor pays fringe benefits on a weekly basis. Such Contractors must deposit in advance by certified check at least one week's contribution. Weekly contributions must be received in the Funds' Office by the Tuesday following the payday or the Union shall withdraw any worker on Wednesday morning if the check is not received. This amount of the bond provided herein shall not be reduced by any other requirement for an Employer to post a bond.

b) The Employer hereby agrees that in the event the Employer is more than fifteen (15) days late in the payment of contributions or deductions required herein, the Funds may submit a claim under the bond for the amount in arrears.

c) If a Contractor is not able to furnish a surety bond, they must supply the Union with a Cash Bond in the form of a certified check, guaranteed bank draft, or letter of credit.

d) The Union may waive the surety bond if there is a written guarantee from the Owner or General Contractor that the fringe benefits will be paid by joint check.

ARTICLE XIX - DUES/PAC DEDUCTIONS

1. The Employer agrees to deduct from the basic wage rate of employees covered by this Agreement, an amount as shown in the wage schedule for a dues check-off. Deductions will be made and submitted to only the Local Union in which the Employee is working.

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

3. Executed copies of the dues check-off cards will be kept on file by the Union and the Employer.

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

5. Dues check-off 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 dues check-off authorization cards by the employees and/or Union.

7. The Employer will honor any valid voluntary authorized deduction to political funds.

ARTICLE XX - NON-DISCRIMINATION IN EMPLOYMENT

1. 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 non-discrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc., not herein expressly mentioned.

ARTICLE XXI - DURATION AND TERMINATION

1. 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, **2006,** and during each calendar year thereafter, unless on or before January 30, **2006,** or any year thereafter, written notice of proposed changes in this Agreement shall be served by either party upon the other.

ARTICLE XXII - 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 Paragraph 1, Article XII.

ARTICLE XXIII - NEW YORK STATE CARPENTERS LABOR MANAGEMENT COMMITTEE

1. It is agreed by the Employer and the Union that, as set forth in Appendix A, one half cent ($.005) per hour actually worked shall be contributed to the **NYS Carpenters Labor Management Committee.**

2. The Union and Contractors agree to cooperate to offer apprentices and journeyman carpenters training that will be advantageous to both parties.

ARTICLE XXIV - UNITED WAY CONTRIBUTIONS

The Local Union urges the membership to contribute at least $1.00 per week as a payroll deduction to the United Way. The Employer will deduct the contribution from the member's pay if the Employer desires to take part in the United Way Fund Drive. Union to supply Employer with employees' authorization cards.

ARTICLE XXV - SAFETY & HEALTH

The "Uniform Drug/Alcohol Abuse Program" which is an Addendum is included herein in full. Five ($.05) per hour is included in the Welfare Fund to cover the costs of this program.

ARTICLE XXVI - LABOR-MANAGEMENT COOPERATION

Both the Union and Employers recognize that they must confront issues of mutual concern throughout the term of this Agreement. To seek resolution of these mutual concerns, to address issues regarding health and safety, and to advance mutual interests through labor-management cooperative efforts, the parties to this Agreement and others have established the "Construction Cooperation and Education Trust" which carried on its activities under the name "UNICON."

The signatories strongly encourage each other to set and hold regular (at least quarterly) discussions to find solutions to the problem of how to get more work for signatory contractors. The agenda should include upcoming projects, owner relations, marketing, employee training, safety and health, cost avoidance and other items of mutual interest.

ARTICLE XXVII - CARPENTERS INTERNATIONAL TRAINING FUND

There will be a contribution of six cents ($.06) per hour worked for each employee covered by this Agreement to the Carpenters International Training Fund on or before the 30th day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Carpenters International Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request the employer may receive the latest annual report prepared for the Carpenters International Training Fund.

SIGNATURE PAGE

1. The Employer has read the foregoing collective bargaining Agreement, dated April 1, **2003,** and agrees, as an individual employer to be bound by each and all of the terms, conditions, and provisions thereof.

2. The Employer waives the right to name or participate in the section of any management trustee to any and all jointly trusteed funds provided for in said agreement.

_____
Name of Firm

By:_____
An Authorized Officer, Title

_____
Firm Street Address

_____
City, State, and Zip Code

_____
Area Code, Phone and Fax Number

Dan Hogan
Crane Hogan Str. Systems, Inc.

H.L. Stephenson II
BVR Construction Co., Inc.

EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS

By:_____
Authorized **Council** Representative

Dated:_____

John J. Fuchs
Executive Secretary/Treasurer

Patrick Morin
President

David Haines
Region 4 Director

SIGNATURE PAGE

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2. The Employer waives the right to name or participate in the section of any management trustee to any and all jointly trusteed funds provided for in said agreement.

_____
Name of Firm

By:_____
An Authorized Officer, Title

_____
Firm Street Address

_____
City, State, and Zip Code

_____
Area Code, Phone and Fax Number

Dan Hogan
Crane Hogan Str. Systems, Inc.

H.L. Stephenson II
BVR Construction Co., Inc.

EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS

By:_____
Authorized **Council** Representative

Dated:_____

John J. Fuchs
Executive Secretary/Treasurer

Patrick Morin
President

David Haines
Region 4 Director

APPENDIX A

1. Effective **July 1, 2003**:

Base Wage	**$21.52**
Welfare	**4.75**
Pension	**2.70**
Annuity	**4.25**
SUB	.33
Appr. Fund	**.36**
Labor/Management Ed. Fund	.07
Total	**$33.98**

*Dues Deduction ($ **1.40**) (3½ % + $.**20** of total gross - not to exceed 3½ % + $.**20** of total gross journeyman's rate of wages and fringes)

2. Effective **January 1, 2004** ($.**25** per hour increase)
   Total wages and fringe benefits $**34.23**

3. Effective **April 1, 2004** ($**1.25** per hour increase)
   Total wages and fringe benefits $**35.48**

4. Effective **April 1, 2005** ($**1.50** per hour increase)
   Total wages and fringe benefits $**36.98**

* Dues deduction is a deduction from base wage
Dues deduction for foreman/superintendents is the same rate as journeyman

The Union will notify the Contractors as soon as the breakdown of wages and/or fringe benefit allocations are agreed upon.

ADDENDUM #1

COLLECTION POLICY
ROCHESTER CARPENTERS BENEFIT FUNDS

POLICY CONCERNING THE MONITORING OF EMPLOYER CONTRIBUTIONS AND THE COLLECTION OF DELINQUENCIES

I. Monitoring Participating Employers

A. New Employers

1. As soon as possible, but no later than seven (7) calendar days after any employer becomes a signator to any collective bargaining agreement requiring contributions to be made to any of these Funds, the local union which is a party to that Agreement will forward a complete, signed copy of the collective bargaining agreement to the Funds Office together with a completed information form set out as Attachment A. The information provided will assist the Funds Office in monitoring contribution levels from the new Employer.

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

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

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

B. Non-Signator, Employer Escrow Fund

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

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

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

II. Collection of Contributions

A. Contributions as Fund Assets

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

B. Due Date

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

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

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

C. Notice and Late Charges for Delinquent Contributions

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

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

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

4. Penalty. For the reasons set forth in Paragraph C. 1 above, the Trustees and the parties to the collective bargaining agreements have adopted a penalty as authorized by ERISA. Any employer whose contributions have not been received by the 30th day following the due date shall be subject to a penalty equal to 20% of the unpaid contributions. Any amounts collected as penalties shall

be used, as directed by the Trustees, for the administrative costs of the collection program or for the benefit of participants suffering a loss as the result of uncollected contributions. The penalty is not subject to interest.

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

6. Monthly Delinquent List. On the 10th of each month, the Funds office shall prepare a list of all employers who are delinquent in payment of contributions, known as the "delinquent list". The delinquent list shall be mailed to all participating employers, the local unions, employers' association. Trustees and counsel. The list shall indicate whether an employer has been referred to counsel for further collection procedures.

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

D. Audits of Employer Payroll Records.

1. The Trustees have adopted a program under which the payroll records of each Employer are periodically audited to assure accuracy of contributions. The schedule for such audits is set out in Attachment A. Amounts reported as underpayments as a result of an audit shall be considered as unpaid contributions subject to collection in accordance with this Policy.

E. Collection Procedures.

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

2. Demand Letter. Upon referral of the delinquent account, counsel may, in his/her discretion, send a letter to the delinquent employer advising the employer that if the delinquency is not cured within ten (10) calendar days, an ERISA suit will be filed in Federal Court seeking delinquent contributions, accrued interest, accrued late

charges, audit costs, reasonable attorney's fees and such other legal or equitable relief.

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

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

5. Settlement. Subsequent to filing of a suit, counsel is authorized to enter into a settlement which incorporates the elements of interest and damages set forth in the policy provided that the settlement also requires the delinquent employer to make current monthly payments. The Chairman and Secretary of the Board of Trustees may authorize counsel to enter into a settlement of a suit on such other terms as they deem prudent.

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

III. Collection Committee

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

ATTACHMENT A
AUDIT SCHEDULE FOR
PARTICIPATING EMPLOYERS

Scope of Audit.

Each employer shall be required to make available at its facility or at the offices of the Fund, originals or acceptable copies of the following documents with respect to all persons on whose behalf contributions are made to the Funds for the period covered by the audit. If requested by the auditor, such documents will also be produced with respect to all of the Employer's non-managerial employees:

Payroll Register reflecting hours worked and earnings.

Monthly or weekly reports submitted to the Fund Office.

Other documents relating to payroll as requested by the auditor (e.g quarterly tax reports)

Schedule of Audits.

The Trustees have determined that more frequent audits of employers which do not have an established record of prompt and correct payments of contributions provides the most efficient basis for scheduling audits.

1. **All participating Employers will be audited routinely every two years. All routine audits will be conducted to date to the extent possible, unless otherwise directed.**
2. **All new Employers shall be audited after participating for six months and again after one year. Audits will be performed biannually thereafter.**
3. **Any Employer three or more months in arrears shall be audited.**
4. **Any Employer which is found, on any audit, to have underpaid the Funds by 10% or more shall be audited one year after the initial audit.**
5. **Any Employer which goes out of business, withdraws from the collective bargaining relationship, unilaterally imposes terms and conditions of employment following negotiation impasse or files for protection pursuant to the Bankruptcy Code shall be audited within three months.**

Note: The Collection Policy Addendum is part of this Agreement to provide the information to the Union and Contractor. Please note that the Trustees (which include Management and Labor Trustees) may at any time agree to make changes to the above noted Collection Policy.

Insurance Information Requested:

_____

Federal Employer Identification Number

_____

Comp Policy No. and Expiration Date

_____

Insurance Company

_____

Unemployment Insurance No.

ROCHESTER CARPENTERS LOCAL UNION 85

TUNNEL AGREEMENT
Effective July 1, 2003

Journeyman	(100%)	$21.515	$12.465	$33.98	$1.38 **
Apprentices:					
1st Year	(60%)	$12.905	$12.465	$25.37	$1.08 **
2nd Year	(70%)	$15.055	$12.465	$27.52	$1.16 **
3rd Year	(80%)	$17.205	$12.465	$29.67	$1.23 **
4th Year	(90%)	$19.355	$12.465	$31.82	$1.32**

Foreman: (3 men to 13 men)

7/1/03 $1.50 over scale per hour
4/1/04 $1.75 over scale per hour
4/1/05 $2.00 over scale per hour

Welder: $1.50 over scale per hour
Hazardous Waste Removal Work: $1.50 over scale per hour

Agreement expires March 31, 2006

Effective 7/1/03 Fringe Benefits Include:

Health & Welfare	$4.75
SUB	$ .33
Pension	$2.70
Annuity	$4.25
Apprentice Training	$ .36
L/M Education Fund	$ .075
Total Fringes	$12.465

**Dues Deduction (3½ % of wages and fringes + $.20) deducted from base rate paid to Funds Office with fringe benefits for all carpenters (dues deduction for foreman/superintendents is the same rate as journeyman)

COUNTIES: ONTARIO, WYOMING (only the Townships of Genesee Falls, Castile, Perry, Warsaw, Gainesville, and Pike); and the entire Counties of LIVINGSTON, MONROE, and WAYNE