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**Title: Construction Industry Association of Rochester, NY Inc. (Commercial Building Agreement) and Rochester Carpenters, United Brotherhood of Carpenters and Joiners of America (UBC), Local 85 (2001) (MOA)**

**K#: 8200**

**Employer Name: Construction Industry Association of Rochester, NY Inc. (Commercial Building Agreement)**

**Location: Rochester NY**

**Union: United Brotherhood of Carpenters and Joiners of America (UBC)**

**Local: 85**

**SIC: 1541**

**NAICS: 23622**

**Sector: P**

**Number of Workers: 1300**

**Effective Date: 05/01/01**

**Expiration Date: 04/30/06**

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K8200

**COMMERCIAL  
BUILDING  
AGREEMENT**

between

**ROCHESTER  
CARPENTERS'  
LOCAL UNION NO. 85**

and the

**CONSTRUCTION  
INDUSTRY  
ASSOCIATION OF  
ROCHESTER, NY INC.**

May 1, 1993  
to  
April 30, 1995



48 pgs.

K 8200  
1,300 workers

66 pgs.

**MEMORANDUM OF AGREEMENT**

The Commercial Building Agreement between the Building Trades Employers Association ("BTEA"), a Division of the Builders Exchange of Rochester, New York, Inc. the Construction Industry Association of Rochester, NY Inc. ("CIAR"), collectively the "Associations", and Local Union No. 85, United Brotherhood of Carpenters and Joiners of America, ("Union"), effective May 1, 1998 to April 30, 2001, is hereby amended only as follows:

1. The Agreement is extended through April 30, 2006, 11:59 p.m.
2. The following increases per straight time hours worked in the Journeyman wage and fringe rate:

<u>Effective</u>	<u>Total Increase</u>	<u>Distribution</u>
7/1/01	\$1.25	\$.70 Base Rate, \$.44 Health and Welfare, \$.01 IAP, \$.05 Appr., \$.05 Pension
5/1/02	\$1.20	\$.01 IAP, balance *TBD
5/1/03	\$1.20	\$.01 IAP, balance *TBD
5/1/04	\$1.05	\$.01 IAP, balance *TBD
5/1/05	\$1.05	\$.01 IAP, balance *TBD

\*T.B.D. means "to be determined" amongst wages and existing fringe benefits. The Union, Associations and Employers to be notified in writing at least thirty (30) calendar days before the increase becomes effective. A minimum of 25% of the increase in each year shall be allocated to the Pension, Annuity, and/or Health-Welfare Funds.

All fringe benefit contributions shall be fully tax deductible to the Employer and non-taxable to the employee. The Funds must be tax exempt and in full compliance with all Federal and State laws.

3. Add Language to Article 10, Shift Work:

If more than three and one half (3½) hours are worked after midnight, the third shift language applies (seven {7} hours work for eight {8} hours pay).

Condition for working Sunday night – any work prior to 8:00 p.m. on Sunday night or as mutually agreed, shall be paid at double time.

4. Change Language, Article 5, Apprenticeship-Journeyman Retraining; Schedule I:

First and Second Year apprentices – to get 80% of journeyman Health and Welfare rate  
Third and Fourth Year apprentices – to get 100% of journeyman Health and Welfare rate

5. **Change Language, Article 15, Foremen:**

Foreman rate (3 – 9 men)	\$1.75 per hour over journeyman's scale
Foreman rate (10 men or more)	\$2.50 per hour over journeyman's scale

6. **Add to Article 4, Health & Welfare & S.U.B. Fund; Pension Fund; Annuity Fund; Administration:**

After review, updating and approval by the Trustees, the Funds' collection policy shall be included in the printed Agreement booklet, with an introductory preamble that is for contractor information purposes.

7. **The parties shall split equally the cost of printing the new labor agreement booklet.**

8. **Add to Signature Page of Agreement:**

Employers, upon signing the Agreement, shall also provide (in addition to current information): Federal Employer Identification number, unemployment insurance number, street address, and space to print the name of the person signing the Agreement.

"If required by the Joint Apprenticeship Committee, the Employer will also fill out any Sponsor Information Form or other information required by the State of New York Department of Labor relevant to the joint apprentice program."

9. **Add to Article I, Stewards:**

Whenever a Steward is appointed, an officer of the Employer must be notified in writing by the Local Union.

**A G R E E M E N T**

We hereby accept the provisions of the above Agreement. The Union and the Company do hereby agree to abide by and enforce the same.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

Signature - Duly Authorized Officer or Representative

Print Name

Title

Federal Employer Identification Number

Unemployment Insurance Number

Workman's Compensation Carrier (Name of Insurance Carrier)

Workman's Compensation Policy Number

Union Representative, Carpenters' Local Union No. 85

Signature

Print Name

Date

SCHEDULE I

**ROCHESTER CARPENTERS LOCAL UNION 85**  
**JOURNEYMAN/APPRENTICE CARPENTER RATES FOR BUILDING CONSTRUCTION:**

<u>EFFECTIVE</u>	<u>5/1/00</u>	<u>NEW RATE</u> <u>7/1/01</u>
<b>Journeyman Carpenter Base Rate</b>	\$20.83	\$21.53
Health & Welfare	\$ 3.27	\$ 3.71
SUB	\$ .33	\$ .33
Appr. Training	\$ .28	\$ .33
A.S.P.	\$ .07	\$ .08
Pension	\$ 2.04	\$ 2.09
Annuity	\$ 4.25	\$ 4.25
L/M Education	\$ .08	\$ .08
Total	\$31.15	\$32.40
*Dues Deduction	\$ 1.38	\$ 1.58
<b>Foreman:</b> 5/1/00: \$1.25 (3 - 9 men), \$1.50 (10 - 15 men)		
7/1/01: \$1.75 (3 - 9 men), \$2.50 (10 - 15 men)		
<b>First Year Apprentice</b>	\$10.42	\$10.77
Health & Welfare	\$ 2.61	\$ 2.97
SUB	\$ .33	\$ .33
Appr. Training	\$ .28	\$ .33
A.S.P.	\$ .07	\$ .08
L/M Education	\$ .08	\$ .08
Total	\$13.79	\$14.56
*Dues Deduction	\$ .74	\$ .79
<b>Second Year Apprentice</b>	\$12.50	\$12.92
Health & Welfare	\$ 2.61	\$ 2.97
SUB	\$ .33	\$ .33
Appr. Training	\$ .28	\$ .33
A.S.P.	\$ .07	\$ .08
L/M Education	\$ .08	\$ .08
Total	\$15.87	\$16.71
*Dues Deduction	\$ .83	\$ .95
<b>Third Year Apprentice</b>	\$14.58	\$15.07
Health & Welfare	\$ 2.61	\$ 3.71
SUB	\$ .33	\$ .33
Appr. Training	\$ .28	\$ .33
A.S.P.	\$ .07	\$ .08
Pension	\$ 2.04	\$ 2.09
L/M Education	\$ .08	\$ .08
Total	\$19.99	\$21.69
*Dues Deduction	\$ .97	\$ 1.11
<b>Fourth Year Apprentice</b>	\$17.71	\$18.30
Health & Welfare	\$ 2.61	\$ 3.71
SUB	\$ .33	\$ .33
Appr. Training	\$ .28	\$ .33
A.S.P.	\$ .07	\$ .08
Pension	\$ 2.04	\$ 2.09
Annuity	\$ 2.13	\$ 2.13
L/M Education	\$ .08	\$ .08
Total	\$25.25	\$27.05
*Dues Deduction	\$ 1.18	\$ 1.34

**Note: Increase 5/1/02 \$1.20; Increase 5/1/03 \$1.20; Increase 5/1/04 \$1.05  
and 5/1/05 Increase of \$1.05 per hour**

**Contract expires on April 30, 2006**

**\*Dues Deduction for journeymen is 3½% of total wages and fringes on an hourly basis  
+ \$.45 per hour (Foreman/superintendents dues are same rate as journeyman)**

**\*Dues Deduction for apprentice carpenters is a percentage of journeyman's dues**

**MEMORANDUM OF AGREEMENT**

The Commercial Building Agreement between the undersigned Contractor and Local Union 85 of the United Brotherhood of Carpenters & Joiners of America (affiliated with the AFL-CIO), expiring April 30, 1995, is hereby amended only as follows:

1. Agreement is effective May 1, 1995 through April 30, 2001, 11:59 PM
2. The wage and fringe benefit total for the Journeyman Classification is hereby modified as follows:

Effective	Total Increase	Distribution
July 1, 1995	\$ .40	Allocated into base rate
May 1, 1996	\$ .56	Allocated into base rate
May 1, 1997	\$ .50	\$.25 wage, \$.25 pension
July 14, 1997	\$ .08	*To be escrowed by Funds' Office until agreed by parties in writing as to allocation
May 1, 1998	\$ .70	*T.B.D.
May 1, 1999	\$ .70	*T.B.D.
May 1, 2000	\$ .75	*T.B.D.

\*T.B.D. means "to be determined" amongst wages and existing fringe benefits. The Union, Associations and Employers to be notified in writing at least thirty (30) calendar days before the increase becomes effective.

3. All fringe benefits contribution shall be fully tax deductible to the Employer and non-taxable to the employee. The Funds must be tax exempt and in full compliance with all Federal and State laws.
4. Add to Article 18, new Section 3:

"In consideration of the Employer's consent to a multi-year contract as requested by the Union, together with the other terms and conditions of this Agreement, the Union agrees that each signatory Employer shall have the individual right, in its sole discretion, to terminate its obligations under, and its participation in, the Agreement, at which time the Agreement shall expire with respect to such individual Employer and the Union."

"To exercise its right to so terminate this contractual relationship, an Employer must notify the Union, in writing, of said election at least



ninety (90) days prior to the first or second anniversary date of the effective date of this Agreement. Such termination of contractual relationship with the Union shall thereafter become effective upon said anniversary date."

(Note: This does not replace Article 18, Section 2.)

5. Revise Article 15, Section 1:

Foreman pay is increase, effective July 1, 1995, \$.25/hour (to \$1.25/hour and \$1.50/hour as applicable) on the condition that he/she will complete appropriate training within the schedule set forth below:

Foreman Training to be run through Rochester Carpenters' Joint Apprenticeship and Journeymen Training Fund and to be decided by the mutual gains bargaining process to include the following:

Communications

Delegation

Customer Relations

Motivation - getting more out of the already productive employee

Discipline - dealing with problem employees

General orientation to Total Quality Management

Preventing sexual harassment and discrimination problems

The curriculum will be established by September 15, 1995; the program started by October 1, 1995; current candidates trained by May 15, 1996.

6. Add to Article 16, new Section 9:

"Employer contributions to the Welfare Fund include an amount to be pooled to cover the cost of medical benefits for employees eligible under the Family and Medical Leave Act of 1993. The Fund will continue to provide such benefits from said pooled amounts."

7. 10-Hour OSHA and Hazard Communications training, paid for by the Rochester Carpenters' Joint Apprenticeship and Journeymen Training Fund, will be required for all active members: 50% of the members to be trained by June 1, 1996, the remaining members by December 31, 1996. Drug/alcohol/employee assistance training for Stewards will be developed in the mutual gains bargaining process.

8. Mutual gains bargaining will recommence no later than September 15, 1995, with third party involvement if requested by either labor or management.

9. Add to Article 1, new Section 8: Steward have additional safety responsibilities:

**"Whenever there is a Steward designated for an Employer on a project site, if an Employer representative brings an on-site safety or health situation to the Steward's attention, the Steward will assist in the compliance of covered employees with the Employer's safety and health rules and regulations. In addition, if the Steward becomes aware of any safety and health non-compliance, the Steward shall bring this promptly to the attention of the Employer's senior representative on site."**

**10. Add to Article 16, new Section 9:**

**"Carpenters must provide tools outlined in the list attached hereto as an appendix, to be adjusted in the mutual gains process."**

**11. Modify Article 4, Section 3 so that:**

**All Contractors shall provide, by July 20, 1995, 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 provision shall not be reduced by any other requirement for an Employer to post a bond.**

**12. Revise Article 5, Section 1:**

**Effective July 1, 1995, it is agreed on all projects requiring more than two carpenters, a ratio of two (2) journeyman to one apprentice carpenter may be utilized. On all projects requiring only two carpenters, a ratio of one (1) carpenters foreman to one apprentice carpenter may be utilized.**

**13. Labor-Management Cooperation: The parties recognize that they must confront issues of mutual concern which are more susceptible to effective solution through labor-management cooperation than through the collective bargaining process. To seek resolutions of these mutual concerns, to address issues regarding health and safety, and to advance mutual interest through labor management cooperative efforts, it is agreed to create a "Construction Cooperation and Educational Trust".**

**The signators 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.**

**In order to help effectuate these joint efforts, the parties expect to form a Joint Labor Management Committee (above). The draft Agreement Declaration of Trust circulated on May 8, 1997, as drafted by M. Harren, will be changed as**



## GENERAL TOOL LIST FOR CARPENTERS

- 1 - Hammer, 16 oz. or 20 oz.
- 1 - Nail pouch, leather, or carpenter's overalls
- 1 - Nail bar (pinch bar, wrecking bar, etc.) 18"
- 1 - Chalk box
- 1 - Knife, utility
- 1 - Plumb bob, 12 oz. or larger
- 1 - Rule, retracting steel tape, 16' or longer
- 1 - 4-way screwdriver
- 1 - 24" Level
- 1 - Carpenters Toolbox
- 1 - Pair sidecutters, 8" or larger
- 1 - Speed Square
- 1 - 2' Framing Square
- 1 - Wrench, adjustable ("Crescent") 12"
- 2 - C-clamps, 4" or larger
- 1 - Chisel, cold (metal cutting)
- 1 - 6" vise grips
- 1 - Compass or Keyhole Saw

## DRYWALL TOOLS

- 1 - Pair tin snips, straight cut
- 1 - Saw, plunge (sheetrock)
- 1 - Circle cutter
- 1 - Drywall Rasp.
- 4 - Spring clamps
- 1 - Pop Rivet Gun

## FINISHING TOOLS

- 1 - Hammer, 12 or 13 oz.
- 1 - Sharpening stone
- 1 - Plane, block, 6" (recommend low angle)
- 1 - Set, paddle bits 1/4" - 1" increments
- 1 - Set, wood chisels, 1/4" through 1", by 1/4" increments
- 2 - Nail sets, 2/32" & 3/32"
- 1 - Scribe, jim or equivalent
- 1 - Countersink, 1/2" or 3/4", wood and metal capacity
- 1 - Saw, coping
- 1 - Wood rasp 6"
- 1 - Tap Handle
- 1 - Backsaw
- 2 - Quick grip type clamps 12" or larger
- 1 - Awl
- 1 - Set Allen wrenches 1/16 thru 5/16
- 1 - Finish Hand Saw
- 1 - T-Bevel

## FORM TOOLS

- 1 - Nail puller (cat's claw, sheep's foot)
- 1 - 8 or 10-point hand saw
- 1 - Paddle bits - 1/8" increments 1/4" to 1"
- 1 - T-bevel
- Dry line, 100# test, 250'

CONTRACTOR SUPPLIES

All power and battery operated tools  
4' and longer levels  
Drill bits  
Blades (All types)  
Taps  
Cords  
All OSHA safety equipment  
Rubber boots  
Chalk and knife blades  
Whitney Punch  
All other specialty tools

Any listed tool required in the performance of assigned work will be obtained and on the job no later than the morning of the third working day.

**SCHEDULE I**  
**ROCHESTER CARPENTERS LOCAL UNION 85**  
**JOURNEYMAN/APPRENTICE CARPENTER RATES FOR BUILDING CONSTRUCTION:**

<u>EFFECTIVE</u>	<u>NEW RATE</u>	
	<u>5/1/00</u>	<u>Dues</u>
<b>Journeyman Carpenter Base Rate</b>	<b>\$20.83</b>	
Health & Welfare	\$ 3.27	
SUB	\$ .33	
Appr. Training	\$ .28	
A.S.P.	\$ .07	
Pension	\$ 2.04	
Annuity	\$ 4.25	
L/M Education	\$ .08	
<b>Total</b>	<b>\$31.15</b>	<b>\$1.38*</b>
<b>Foreman: \$1.25 (3 - 9 men)</b>		
<b>\$1.50 (10 - 15 men)</b>		
<b>First Year Apprentice</b>	<b>\$10.42</b>	
Health & Welfare	\$ 2.61	
SUB	\$ .33	
Appr. Training	\$ .28	
A.S.P.	\$ .07	
L/M Education	\$ .08	
<b>Total</b>	<b>\$13.79</b>	<b>\$.74*</b>
<b>Second Year Apprentice</b>	<b>\$12.50</b>	
Health & Welfare	\$ 2.61	
SUB	\$ .33	
Appr. Training	\$ .28	
A.S.P.	\$ .07	
L/M Education	\$ .08	
<b>Total</b>	<b>\$15.87</b>	<b>\$.83*</b>
<b>Third Year Apprentice</b>	<b>\$14.58</b>	
Health & Welfare	\$ 2.61	
SUB	\$ .33	
Appr. Training	\$ .28	
A.S.P.	\$ .07	
Pension	\$ 2.04	
L/M Education	\$ .08	
<b>Total</b>	<b>\$19.99</b>	<b>\$.97*</b>
<b>Fourth Year Apprentice</b>	<b>\$17.71</b>	
Health & Welfare	\$ 2.61	
SUB	\$ .33	
Appr. Training	\$ .28	
A.S.P.	\$ .07	
Pension	\$ 2.04	
Annuity	\$ 2.13	
L/M Education	\$ .08	
<b>Total</b>	<b>\$25.25</b>	<b>\$1.18*</b>

**Note:** Increases 7/14/97 \$.08; 5/1/98 \$.70; 5/1/99 \$.70 and 5/1/00 \$.75 per hour  
(all increases have been allocated into wages and/or fringes)

**Contract expires on April 30, 2001**

**\*Dues Deductions are 3% of total wages and fringes for journeyman carpenters on an hourly basis plus \$.45 per hour (Foreman/superintendents dues are same rate as journeyman)**

**\*Dues deductions for apprentice carpenters are based on a formula of rate per hour, fringes and amount of increase in total rate**

**CARPENTERS'  
LOCAL UNION NO. 85**

**FRANK SALAMONE**  
*President*

**RONALD G. PETTENGILL**  
*General Business Agent  
and Financial Secretary*

**FRANK WIRT**  
*Business Agent*

**3047 West Henrietta Road  
Rochester, NY 14623  
Phone: 716-424-2050  
Fax: 716-424-1920**

**CONSTRUCTION  
INDUSTRY ASSOCIATION  
OF ROCHESTER, NY INC.**

**Suite 200  
180 Linden Oaks  
Rochester, NY 14625-2837  
Phone: 716-586-0710  
Fax: 716-586-1580**



K 8200

**COMMERCIAL  
BUILDING  
AGREEMENT**

between

**ROCHESTER  
CARPENTERS'  
LOCAL UNION NO. 85**

and the

**CONSTRUCTION  
INDUSTRY  
ASSOCIATION OF  
ROCHESTER, NY INC.**

May 1, 1993  
to  
April 30, 1995



48 pgs

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**ARTICLES OF AGREEMENT**  
**Between**  
**LOCAL UNION No. 85 OF THE**  
**UNITED BROTHERHOOD OF**  
**CARPENTERS AND JOINERS**  
**OF AMERICA**  
**and the**  
**CONSTRUCTION INDUSTRY**  
**ASSOCIATION OF**  
**ROCHESTER, NY INC.**

**PREAMBLE**

**AGREEMENT** made this twenty-ninth day of April, 1993, by and between the Construction Industry Association of Rochester, NY Inc., hereinafter called the Employer, and Carpenters' Local Union No. 85, hereinafter called the Union (covering the jurisdiction of all of the counties of Monroe, Wayne, and Livingston, Townships of Genesee Falls, Castile, Perry, Warsaw, Gainesville, and Pike in Wyoming County. All townships of Ontario County except the townships of Phelps, Seneca and Geneva), for the purpose of serving the best interests of the community in making building costs as low, stable and certain as possible, consistent with fair wages; for providing means for the peaceful settlement of all grievances, disputes and differences of opinion that may arise between the parties hereto; for the prevention of waste, unnecessary expense, annoyance and delays; and for the advancement of labor and management in skill and productivity. The Union agrees to work with the Contractors to formulate a "World Class Quality" attitude and program.

The Union agrees that it will not limit, segregate or classify its membership in any way which would deprive any individual of employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment because of such individual's race, color, religion or national origin;

The Union and Employer agree they will not:

(a) Discriminate against any individual because of his race, color, religion or national origin;

(b) Cause or attempt to cause an employer to discriminate against an individual in violation of this Agreement.

(c) The Employer and the Local 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. He when used herein shall also mean she, and vice versa.

## **ARTICLE 1**

### **Stewards**

Section 1. The Business Agents shall appoint all Stewards. They shall advise the Employer or his representative of the appointment.

Section 2. The Steward shall be employed whenever any work over which the Carpenter has jurisdiction is being performed on the job on which he is Steward. When only one carpenter is required on the job, it may be the Foreman. (This does not apply to overtime).

Section 3. The Steward shall be allowed sufficient time to perform the duties assigned to him by the Business Agent.

Section 4. When the Employer is dissatisfied with the conduct of the Steward, he shall notify the Business Agent of his dissatisfaction, and it shall be the duty of the Business Agent to take such corrective action as may be necessary.

Section 5. The Steward shall not be transferred without prior mutual consent of both parties. The Steward shall not be laid off or discharged except for just cause, and then only upon 24 hours notice in writing or telephoned telegram to the Union by an officer of the Employer. If the Union wishes to challenge the layoff or discharge it must request conciliation within two full working days beginning on the day after the layoff or discharge becomes effective. The conciliation procedure, following the request, shall be as provided in Article 17.

Section 6. The Steward shall be notified when any hiring, firing or layoff is contemplated.

Section 7. In matters relating to trade jurisdiction, where the question of trade jurisdiction of the Union is involved, the Steward's responsibility is as follows: to report the matter to the superintendent or his representative, and then he shall have a reasonable time to advise a Union Business Agent, who will appear on the job to represent the Union in resolving the dispute.

By the above it is intended that a Steward is not to make any decisions regarding work stoppages, slow-downs, or jurisdictional disputes. Jurisdictional disputes shall be promptly referred to a Union Business Agent.

## **ARTICLE 2**

### **No Other Agreements**

Section 1. There shall be no other agreements expressed or implied between the parties hereto other than as hereinafter set forth in this Agreement.

Section 2. The Union agrees that during the life of this Agreement it will not grant any more favorable conditions than contained herein to any Employer or Employers in the building construction industry; if so, the Employer shall have the immediate right to adopt, and the Union will grant, the more favorable conditions to all Employers doing the same type of work; providing that nothing in this Agreement shall prohibit the Union from entering into an Agreement for highway and heavy construction work, or an Agreement for residential construction, it being understood, however, that signatories to this Agreement shall be permitted to enjoy the benefits of such agreements when performing work encompassed by them.

No workman shall be furnished to any Employer until such time as his bonding obligations have been met and he has signed this Agreement.

The first paragraph in Section 2, above, shall not apply for sixty (60) days in cases where the Union organizes an Employer. Sixty (60) days from the date of organizing an Employer, the provisions of the first paragraph of Section 2 may be enforced by the Association.

A signed copy of any collective bargaining agreement between the Union and an Employer under the conditions described above shall be furnished to the Association within fifteen (15) days of the signing thereof.

This provision shall be used only one time per contractor.

In the event that the Union shall desire to enter into an agreement under different conditions than herein provided for work not in the contemplation of and covered by this Agreement, the Union shall notify the Association of its desire to do so, and the Association shall be given thirty (30) days, following such notice to enter into such an agreement. In the event that it shall fail to enter into such an agreement as herein provided, within such number of days, then the foregoing prohibitive clause shall not be applicable and shall not prevent the Union from entering into the contract so contemplated.

### **ARTICLE 3**

#### **Wages, Fringes And Payday**

Section 1. The minimum rate of wages for all carpenters shall be as shown below per hour. In addition to the wage rates specified below, the Employer shall pay the Welfare/SUB, Pension, Annuity, Apprentice Training and ASP, per hour worked and the Employer shall deduct dues and PAC shown, forwarding the proper amounts to the Rochester Carpenters Funds' office as provided in Article 4:



	<b>6-1-92</b>	<b>7-1-93</b>	<b>7-1-94</b>
<b>Base Wage Rate</b>	<b>\$18.44</b>	<b>\$18.50</b>	Reopener*
Pension Fund	1.06	1.06	
Health-Welfare Fund	2.17	3.02	
SUB Fund	.33	.33	
Annuity Fund	3.65	3.65	
App. Training	.23	.23	
Admin. Safety Program	.07	.07	
VPAF	<u>0</u>	<u>0</u>	
<b>Total</b>	<b>\$25.95</b>	<b>\$26.86</b>	
Dues Deduction	(-2.0%)	(-2.0%)	
PAC Deduction	(0)	(0)	

	<b>8-1-92</b>	<b>7-1-93</b>	<b>7-1-94</b>
<b>1st Year Apprentice</b>	<b>\$9.22</b>	<b>\$9.25</b>	Reopener*
Health & Welfare	2.00	2.56	
SUB	.33	.33	
App. Training	.23	.23	
A.S.P.	<u>.07</u>	<u>.07</u>	
<b>Total</b>	<b>\$11.85</b>	<b>\$12.44</b>	
Dues Deduction	(-2.0%)	(-2.0%)	
PAC Deduction	(0)	(0)	

<b>2nd Year Apprentice</b>	<b>\$11.06</b>	<b>\$11.10</b>	Reopener*
Health & Welfare	2.00	2.56	
SUB	.33	.33	
App. Training	.23	.23	
A.S.P.	.07	.07	
<b>Total</b>	<b>\$13.69</b>	<b>\$14.29</b>	
Dues Deduction	(-2.0%)	(-2.0%)	
PAC Deduction	(0)	(0)	

	8-1-92	7-1-93	7-1-94
<b>3rd Year Apprentice</b>	\$12.91	\$12.95	Reopener*
Health & Welfare	2.00	2.56	
SUB	.33	.33	
App. Training	.23	.23	
A.S.P.	.07	.07	
Pension	<u>1.06</u>	<u>1.06</u>	
Total	\$16.60	\$17.20	
Dues Deduction	(-2.0%)	(-2.0%)	
PAC Deduction	(0)	(0)	
<b>4th Year Apprentice</b>	\$15.67	\$15.73	Reopener*
Health & Welfare	2.00	2.56	
SUB	.33	.33	
App. Training	.23	.23	
A.S.P.	.07	.07	
Pension	1.06	1.06	
Annuity (one-half)	<u>1.83</u>	<u>1.83</u>	
Total	\$21.19	\$21.81	
Dues Deduction	(-2.0%)	(-2.0%)	
PAC Deduction	(0)	(0)	

*\*Reopener: Effective July 1, 1994: A reopener only for wage and fringe benefits. The \$1.06 per hour pension contribution will not be reduced. If the parties are unable to reach an agreement on wages or fringe benefits, there is a right to strike or lockout.*

It is agreed that amounts to be determined by the Union may be diverted to fringe benefits from the wages. Any changes shall only become effective as of the first day of a month and after seven (7) days notice to the signatory contractors. No change shall be made in the contribution level to any benefit fund which will result in the loss by the employer of the ability to fully deduct such contributions for federal and state tax purposes.

The Funds must always be in full compliance with all Federal and State rules.

Note: Any reference to wages are based on total wages and fringes.

**Section 2a.** All persons covered by this Agreement are to be paid on the job weekly during working hours, not later than Thursday night for the time made up to Midnight Sunday of each week. In any event, no more than four (4) working days shall be held back from the date of the week ending.

b. If required to call at the office or shop for their money, the men shall be allowed sufficient time to get there before quitting time.

c. 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 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. The date of the postmark is considered the date of mailing.

d. 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. Paycheck stubs or pay envelopes shall show the number of hours worked during the pay period and the Employer's name and address.

**Section 3a. Layoffs.** All layoffs are to be reported to the job Steward and to the employees by the foreman one hour in advance of laying off, for the purpose of picking up tools.

b. All employees to receive dismissal slips according to the laws of the State of New York within twenty-

four hours, excluding Saturdays, Sundays and holidays, hourly rates of pay to continue until such time as dismissal slips are furnished for not longer than a period of two working days.

Section 4. State Mandated Coverage. No employee will be allowed to work for any contractor (general or subcontractor) who cannot show proof of unemployment insurance, disability benefits insurance and workers' compensation insurance as required by the laws of the State of New York.

**This page left blank in case of future changes in wage-fringe allocations.**

**ARTICLE 4**  
**Health & Welfare & S.U.B. Fund;**  
**Pension Fund; Annuity Fund;**  
**Administration & Safety Program;**  
**Apprenticeship & Journeyman**  
**Retraining Fund**

**Section 1. Trust Agreements**

a. The Agreements and Declarations of Trust of the Rochester Carpenters Health and Welfare and S.U.B. Fund, the Rochester Carpenters Pension Fund, Annuity Fund, and the Apprenticeship and Journeyman Retraining Fund shall be considered a part of this Agreement in the same manner as if fully set forth herein.

b. By the execution of this Agreement all Employers authorize the Association which is a party hereto to designate the Employer Trustees under such Trust Agreements hereby waiving all notice there to and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority as set forth in the Trust Agreements.

c. Should any of the provisions of this collective bargaining Agreement be declared to be in violation of the Labor Management Relations Act of 1947, as amended, or of any other Federal or State statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the trust Agreements.

d. In the event any provision of this Collective Bargaining Agreement, a Trust Agreement or a benefit plan of one or more said Funds is found to be in violation of any federal or state statute or regulation, the parties hereto, in the case of this Agreement, or the Trustees, in the case of an employee benefit fund, shall take all action necessary to assure the continued

recognition of the Funds as a qualified exempt organization contributions to which are fully deductible for tax purposes.

## **Section 2. Employer Contributions**

a. Employer contributions to the Rochester Carpenters' Health and Welfare and SUB Fund, Pension Fund, Annuity Fund, Apprenticeship and Journeyman Retraining fund, and the Administration and Safety Program shall be in accordance with the schedule in Article 3, Section 1 for each hour worked.

b. Employer contributions must be made by the fifteenth (15th) day of the month with respect to all work performed in the preceding month. Said date shall be referred to as the due date for monthly contributions.

c. The Union may require any Employer which is consistently late or which has less than a thirteen (13) month record of timely payments to the Funds to pay contributions on a weekly basis. In such a case, the due date for weekly contributions shall be the Tuesday following the Thursday payday defined in Article 3, Section 2.

d. Any employer who has not made contributions within fifteen (15) days of the due date (weekly or monthly) shall be required to pay interest at the rate of one and one-half percent per month from the first day of the month following the month in which the work in connection with the contribution was performed. In addition to any interest, an Employer which is delinquent for more than thirty (30) days after the due date, shall be liable for liquidated damages equal to twenty percent (20%) of the contributions due plus any audit costs, attorney fees, court cost or other expenses incurred by the Funds in the collection of contributions. The Trustees may also seek any other remedies at law to which the parties may be entitled.

e. The Funds, Union or Association may independently take any action necessary to compel payments of contributions and deductions due under this Article including, but not limited to court action. The right of either the Trustees or the parties to take any action shall not diminish the right of the other to take the same or other actions seeking collection of the amounts due.

f. If the Funds report and contributions, or a Funds report showing no hours worked, are not received by the fifteenth (15th) day following the due date, the Fund Office or the Local Union shall send notice to the Employer by certified mail or facsimile transmission, a copy of which shall be forwarded to the Union or the Fund Office, as the case may be, and to the Association. The notice shall state that employees of the Employer will be withdrawn unless the Employer makes full payment of contributions and/or deductions plus applicable penalties and interest within five (5) days of such notice. The Union shall withdraw its members from Employers who are then still delinquent. In the event workers are withdrawn in accordance with this paragraph, the Employer shall be liable for wages to the withdrawn Employees for a maximum of three (3) days unless full payment of contributions is made during the three-day period.

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

### **Section 3. Bonding Obligations**

a. Employers who have fewer than thirteen (13) months' experience in making timely payments of the contributions and deductions provided for in this Arti-



cle shall deposit with the Union a surety bond in the minimum amount of \$10,000.00 obtained from a recognized corporate surety guaranteeing the payments provided for in this Article.

b. In the event an Employer is in default in the payment of contributions and/or deductions required by this Article, then the Union, at its option, may require, that a bond be posted in accordance with the provisions of subsection (a) hereof.

c. 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.

d. 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.

e. 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.

#### **Section 4. Dues Deduction**

a. Each Employer under signed Agreement with the Union agrees that it will deduct from the salary of any present or future employee covered by this Agreement two percent (2%) of wages and fringes on an hourly basis of journeyman's rate, or such greater amounts as certified in writing to the Employer by the Union as the current dues.

b. The Union will supply the Employer with proper check-off authorization cards executed by the employees, in a form appended to this Agreement as Exhibit A. Any employee who refuses to sign a dues deduc-

tion card will be billed directly by the Union, and in the event he or she fails to pay upon billing then the Employer shall enforce the Union Security Clause as outlined in Article 11 of the current collective bargaining Agreement.

c. The Employer shall transmit the amount of the dues deduction together with the contributions provided in this Article by the due date.

#### **Section 5. Manner of Contributions.**

Contributions and deductions required herein are deemed paid when received by the Funds Office or by a depository bank under the payment procedure adopted by the Trustees. Simultaneously with making the said payment of contributions the Employer shall also file with said bank and Fund Office, a report setting forth (1) the names and social security numbers of employees covered by this Agreement who have been in the employ of the employer during such calendar month; and (2) the number of hours worked by each employee during said calendar month. Forms for making reports provided for in the Article shall be furnished all Employers. Should an Employer not have any hours worked under this Agreement they must still file a negative report by the fifteenth (15th) day of the month following.

#### **Section 6. Audits.**

By executing this Agreement, all Employers agree to furnish such information concerning their employees as may be necessary for the Trustees to assure compliance with the provisions of this Agreement and the Trust Agreements.

#### **Section 7. Administration and Safety Program**

a. Each Employer shall pay to the Administration and Safety Program the amount shown in Article 3,

Section 1 with the fringe benefit payments described above.

b. The Construction Industry Association of Rochester, NY Inc. agrees to establish an Administration and Safety Program for the purpose of meeting all costs to the Association of conducting labor relations, and all matters and problems incidental thereto, on an industry-wide basis in the Greater Rochester Area for the benefit of all contractors performing work in said area. The activities to be financed by the funds of the Administration and Safety Program may include, but shall not be limited to, the following: safety and accident prevention; apprenticeship training and other educational programs; public relations; industry relations; management expenses in connection with collective bargaining on an industry-wide basis and in the maintenance of grievance procedures; management costs of participating in joint apprenticeship, health and welfare and pension programs, providing security for, or paying the premiums for surety bonds to secure, the payments required by the provisions of this Article; and such other comparable activities as may be engaged in from time to time.

The Board of Directors of the Construction Industry Association of Rochester, NY Inc., in accordance with its By-Laws, shall administer the fund of the Administration and Safety Program.

c. Anything contained herein to the contrary notwithstanding, there is specifically excluded from the purposes of the Administration and Safety Program the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during periods of work stoppage or strike.

d. Upon termination of payments allocable to the Administration and Safety Program by reason of the

expiration of this Agreement, or because of the absence of a contractual obligation upon the Employer to make payments so allocable, or for any other reason, the assets and fund of the Administration and Safety Program shall not be distributed among any Employers, or to the Union, but shall be held by the Association, which shall continue to administer and expend such assets and fund for the purposes, and subject to the conditions set forth in this Section 3.

#### **Section 5. Fund Payment Obligations**

The Trustees of the various funds shall have the right to audit the payroll records of all Employers periodically. Non-payment by an Employer of any of the contributions or deductions provided for in Article 4 when due shall not relieve any other Employer of his obligation to make payments.

## **ARTICLE 5 Apprenticeship-Journeyman Retraining**

Section 1. It is agreed that the Employer shall not employ more than one apprentice to every three journeyman employed by the firm. Anyone working at the trade less than four years shall be classed as an apprentice. The wage rates for apprentices shall be: (See Schedule 1 for apprentice rates.)

Section 2. There shall be a Joint Apprenticeship Committee consisting of equal representation by the Employers and the Union. The authority of the J.A.C. shall include, but shall not be limited to the following:

(a) administration of the apprentice training program;

(b) establishment of standards for acceptance of apprentices into the program;

(c) testing and selection of applicants for apprenticeship;

(d) determining when, and under what conditions, apprentices shall be advanced to the next pay grade and to journeyman status;

(e) disciplining of apprentices, including expulsion from the program, who fail to meet the established standards;

(f) withdrawal of apprentices from an employer, when, in the judgment of the J.A.C., the employer is not providing adequate training;

(g) establishment of such journeyman retraining programs as the Committee deems appropriate.

**Section 3.** In order to provide an adequate and properly trained supply of workmen for the area covered by this Agreement, it is agreed by the parties hereto that an Employer employing an average of eight (8) journeymen in a twelve month period may be required to employ one apprentice; for every multiple of eight (8) journeymen employed on an average, the Employer may be required to employ an additional apprentice. Average employment of journeymen shall be taken from the reports submitted by Employers in accordance with Article 4. The J.A.C., based on availability of apprentices and qualified applicants for apprentice training, shall determine when an Employer shall be required to employ apprentices under the terms of this Section.

**Section 4.** An Employer averaging ten (10) or more carpenters on his payroll in a twelve month period shall be required to employ at least one carpenter of age 55 or older provided that such men are available for

employment and capable of performing the work available.

**Section 5.** As approved by the State of New York, new hires from the open shop or marketplace will be slotted into the apprenticeship program at a level determined by the Local Union after consultation with the Contractor. Any dispute will be resolved by the J.A.C.

**Section 6.** One-half cent (\$.005) of the contribution rate shall be allocated to the New York State Carpenters Apprenticeship and Journeyman Retraining Fund.

## **SCHEDULE I**

### **Apprenticeship – Journeyman Retraining**

The wage rates for apprentices shall be:

1st Year – 50% of Journeyman's scale plus Health, Welfare-SUB, Appr. Tmg., ASP

2nd Year – 60% of Journeyman's scale plus Health, Welfare-SUB, Appr. Tmg., ASP

3rd Year – 70% of Journeyman's scale plus Health, Welfare-SUB, Appr. Tmg., Pension, ASP

4th Year – 85% of Journeyman's scale plus Health, Welfare-SUB, Pension, Appr. Tmg., ASP and one-half Annuity.

## **ARTICLE 6**

### **Reporting For Work**

**This Article shall not be effective during the term of this Agreement.**

Men hired and ordered to report for work shall be paid two hours wages if employment is not found for them. Unless otherwise instructed, men on the job who report for work at 8:00 a.m. shall be guaranteed a minimum of two hours pay in addition to any hours worked after 10:00 a.m., provided they remain on the job until 11:00 a.m.

## **ARTICLE 7**

### **Travel Expenses**

**Sections 2 and 3 of this Article shall not be effective during the term of this Agreement.**

Section 1. Transportation of journeymen and apprentices outside the jurisdiction covered by this Agreement shall be as mutually agreed upon by the employer and the employee.

Section 2.(a) It is further agreed that the Employer will pay to journeymen and apprentices \$3.00 per day transportation expenses in Monroe County beyond a line starting on Lake Ontario at Long Pond Road, to Spencerport Road, to Howard Road, to Fisher Road, to Paul Road, to Scottsville Road, south to New York Central Railroad, then east to west and north boundary of Pittsford, then to Washington Road, to west limits of East Rochester, then to Five Mile Line Road, to Klem Road, to Whiting Road, to Lake Ontario, in Monroe County.

(b) It is further agreed that the Employer will pay to the journeymen and apprentices \$6.00 per day transportation expenses beyond Monroe County.

Section 3. Men reporting for work and unable to go to work due to conditions beyond their control shall be entitled to travel expense in accordance with Section 2.

Section 4. It is further agreed that the Employer shall pay for all parking after the initial daily parking fee.

## **ARTICLE 8**

### **Hours Of Work**

Section 1. The five days Monday to Friday inclusive shall constitute the working week. Work is to be performed between the hours of 8:00 a.m. and 12:00 noon and 12:30 p.m. and 4:30 p.m., unless changed by mutual consent of the parties hereto. All work performed outside of regular working hours Monday through Saturday shall be paid at time and one-half; work in excess of eight (8) hours on Saturday and all work on Sundays and Holidays shall be paid at double time. If Carpenters work overtime Monday through Friday or on Saturday directly with another trade which is paid double time, then Carpenters shall be paid double time. No work shall be performed on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas, except in case of emergency and with permission of the Carpenters' Union. For scheduled overtime the Employer must obtain permission from the Union and notify the Union Office prior to working the overtime.



Section 2. On Election Day, the Election Law of the State of New York will be adhered to.

Section 3. It is further agreed to allow Carpenters to stop work five minutes before the regular quitting time when they are working more than three floors above or below the Carpenters' shanty. It is further agreed that Carpenters shall be allowed a full half-hour for lunch. In the event the Union believes that this section is being abused by the Employer, it may petition the Joint Bargaining Committee for redress, and the decision of the Joint Committee shall be final and binding upon all signatories to this Agreement.

Section 4. No more than eight hours may be worked on Saturdays, Sundays or holidays except in emergencies and with permission of the Carpenters' Union.

Section 5. In the event a majority of the basic trades are granted a shorter work day, this contract may be reopened at the discretion of the Union for purposes of negotiating the terms and conditions under which Carpenters will be granted the same work day.

Section 6. Any and all persons referred or employed under this Agreement are understood to be hired with the specific understanding that their employment is and continues to be temporary. As such, all work under this Agreement is on a temporary project under-taking for purposes of Section 4 (1) of the Workers Adjustment and Retraining Notification Act.

## **ARTICLE 9**

### **Saturday As A Make-Up Day**

Section 1. When less than 40 hours are worked on a job because of time lost due to inclement weather

conditions, the Saturday of the same week may be worked at the straight-time rate of pay in accordance with this Article and with the mutual consent of the contractor, the Union and the individual employee.

Section 2. If an employee declines to work on a Saturday as a make-up day, he shall not be discriminated against or be penalized by his Employer.

Section 3. The Union Office shall be notified by 10:00 a.m. on Friday of the Employer's intent to work on Saturday. If permission is not granted by the Union and/or the Union is not notified and the Employer nevertheless works on Saturday, the normal overtime rates shall apply. The Union may request the following Monday a list of Carpenter employees and number of hours worked on the previous Saturday.

Section 4. All Carpenters on the project, employed by the same Employer shall be given the option to work on Saturday under the terms of this Article. No more than the regular number of Carpenters working on the project during the week shall be permitted to work on Saturday as a make-up day, unless mutually agreed by the Employer and the Union.

Section 5. In the event an insufficient number of men on a project agree to work on a make-up Saturday, the Employer may transfer Carpenters from another of his projects who are willing to work on Saturday and who have worked less than forty (40) hours during the regular workweek.

Section 6. The Employer shall notify Carpenter employees in advance of his intent to work on Saturday as a make-up day. Employees who agree to work on Saturday shall be guaranteed four hours of work. In the event Saturday work is cancelled or delayed due to inclement weather, employees who report to work

shall be paid the greater of (1) reporting pay which is equal to two hours of the employee's basic wage rate (exclusive of fringes) or (2) the employee's regular rate for all hours he is required to remain on the jobsite.

**Section 7.** It is the intent of the parties that this Article shall not be abused. Any questions regarding its application and interpretation shall be resolved by a Joint Committee of the Union and the Association, whose decision shall be final and binding upon all signatories to this Agreement. In the event of a stalemate, the matter will be resolved in accordance with the provisions of Article 17, Arbitration. A Joint Committee finding of a second violation by the same Employer shall nullify Union consent for future Saturday make-up for the violating Employer.

**Section 8.** Upon the expiration of this Agreement, this Article may be omitted, at the option of the Union. In addition, the parties agree to review this Article April of 1995 to determine if adjustments are necessary.

## **ARTICLE 10**

### **Shift Work**

Two (2) or three (3) shifts may be employed in a twenty-four hour period. Where two (2) shifts are employed, the first shift shall work eight (8) hours starting at 8:00 a.m. to 4:30 p.m., the second shift shall work from 4:30 p.m. to 12:30 a.m., the third shift shall work from 12:30 a.m. to 8:00 a.m. Written permission from the Union must be had twenty-four (24) hours prior to operating shift work. All men in all shifts to be allowed one-half hour for lunch. There shall be approximately an equal number of Carpenters employed on each shift.

First shift shall work 8 hours for 8 hours pay. Second shift shall work 7½ hours for 8 hours pay. Third shift shall work 7 hours for 8 hours pay regardless if another shift is working.

All work from Saturday 8:00 a.m. until Monday 8:00 a.m. shall be construed as overtime. (These hours apply only where shift work is concerned and are not meant to change the regular hours of overtime pay.) Any work less than seven hours on the second and third shifts shall be construed as overtime work, unless inclement weather or conditions beyond the control of the Employer prevent work from being carried on.

No Carpenter shall be permitted to work more than one shift during the twenty-four (24) hour period except by written permission of a Union Business Agent. Shift work must be of five (5) consecutive working days duration or the overtime rate shall apply.

On work such as alterations or repairs of occupied buildings or in emergencies affecting life or property where regular prescribed shifts or shifts of specified duration cannot be worked, special provisions shall be arranged between the Employer and the Union.

**Effective July 1, 1992:**

Two shifts may be worked Monday thru Friday. First shift not to start earlier than 7 a.m. and no later than 4:30 p.m. with ½ hour unpaid lunch. Second shift to end no later than 12:30 a.m. with ½ hr. unpaid lunch. Shift work as specified above, eight hours work for eight hours pay.

May work a second shift but if required to work next day on first shift, must end second shift by 11 p.m. Must guarantee eight hours except for weather conditions.

Any time worked Monday thru Friday over eight hours is paid at time and one half.

A first shift is not required in order to have a second shift.

## **ARTICLE 11**

### **Union Security**

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of their continued employment. All employees in the trade classification covered by this Agreement who are hired after the effective date of this Agreement shall become and remain members in good standing of the Union as a condition of their continued employment after the seventh day following the beginning of their employment or after the seventh day following the effective date of this Agreement, whichever is later.

Section 2. Both parties to this Agreement further agree that in case of any necessary changes brought about by amendments to the Labor Management Relations Act of 1947, or any other laws affecting this Agreement, that both parties shall meet immediately to revise same to comply with the law.

Section 3. Residence preference. The Employer agrees that preference in employment shall be given to persons who reside in the geographic area in which the Employer members of the Association perform their work, in accordance with the following:

(1) The geographic area intended in the foregoing is comprised of the territory specified in the Preamble (first paragraph hereof).

(2) To obtain the benefit of residence preference the person must have legally resided in the geographic area for one continuous year or more. Such persons shall be called "area residents."

(3) When the Employer requires employees, preference in hiring shall be given to area residents.

(4) When layoffs or cutback in employment are necessary, area residents shall be preferred for being retained.

(5) The preference for area residents provided in this Article shall be exercised without regard to Union membership or nonmembership, and "area resident" is not deemed to imply or suggest any particular Union relationship.

## **ARTICLE 12**

### **Shop Men**

All shop men sent to work outside must have permission of Local Union 85 and shall be governed by the conditions of this Agreement.

## **ARTICLE 13**

### **Carpenter's Shanty**

The Employer, or owner, shall furnish sanitary toilets according to State and City laws and drinking water; also a suitable place for the keeping of men's tools, clothes and for eating purposes, and provided with heat during the winter months, to be used for Carpenters only. The size of the Carpenter Shanty shall be large enough to accommodate the number of Carpenters on the job. It shall be the responsibility of the steward to enforce the provisions of this Article on the job.

## **ARTICLE 14**

### **Business Agent**

The Business Agents, or any other authorized representative of the Union, shall be allowed to visit the jobs of the Employer and interview the men during working hours.

Such representative shall, if practical, notify the job supervision at the start of the visit.

## **ARTICLE 15**

### **Foremen**

Section 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 \$1.00 per hour over journeyman's scale. When ten (10) or more Carpenters are employed, the Foreman shall receive not less than \$1.25 over journeyman's scale. There shall be a limit of 15 Carpenters per Foreman.

Section 2. All Carpenter Foremen when working with the tools must be journeyman Carpenters of the trade and area residents as defined in Article 11.

## **ARTICLE 16**

### **Miscellaneous**

Section 1. The moving of all tools is to be done by the Employer.

Section 2. All Carpenters are to be allowed a mid-morning coffee break of 10 minutes duration. Men are not to congregate, but are to remain at or near their places of work. If the Employer believes that this privilege is being abused, he shall notify the Union and the

Union shall be given 24 hours in which to correct the abuse. If, after giving the Union this opportunity, the Employer believes the abuse to be continuing, he may withdraw the privilege of the coffee break. Should the privilege be withdrawn as provided herein, the Union may refer the matter to the Joint Bargaining Committee, whose decision shall be final.

Section 3. The Employer shall furnish all files and grinders. All filing and sharpening of tools shall be done by journeymen and apprentices.

Section 4. The Employer shall furnish and post proof of compensation, disability insurance and meet all other requirements as prescribed by Federal and State laws.

Section 5. The Employer shall see that a first aid kit is furnished and kept completely supplied with necessary medical equipment and available for inspection by the Steward.

Section 6. The Employer shall be responsible for the tools and clothing of journeymen and apprentices when they are left in the shanty overnight. When tools and clothing are thus under the safekeeping of the contractor, he shall be responsible for their loss by fire or theft, and shall replace them in kind in the event, of such fire or theft upon proper proof of same.

Section 7. Men who are injured on the job and require medical attention by a physician or hospital shall be compensated for any lost time up to eight (8) hours within a given work day and an effort must be made to return to the job if possible.

Section 8. There shall be bi-monthly meetings of Labor-Management Committee to discuss the solution of industry problems. Meeting to be held on the sec-



ond Wednesday, unless some other time is mutually agreed between Union and the Association.

Section 9. The Welfare Fund will continue to offer an employee assistance program paid for by the existing Welfare Fund.

## **ARTICLE 17**

### **Arbitration**

During the term of this Agreement any question relating to its interpretation or its violation, with the exception of jurisdictional disputes, shall be submitted to and determined by conciliation and 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, all work shall continue without interruption pending proceedings for conciliation, and under the conditions prevailing at the time when the differences may arise. In the event that either of the parties claim the other is violating this Agreement, or is acting contrary to its provisions, or ought for any reason to change its conduct in any particular, such claim shall be reduced to writing and served upon the other.

Two representatives of the Union and two representatives of the Association shall meet at the Builders Exchange within 24 hours of the service of the claim (unless a later time is mutually agreed upon by the Union and the Association) for the purpose of conciliation. The contractor involved in the dispute shall be entitled to representation at such meeting.

When the Union and the Association representatives, by a majority vote, decide a dispute, no appeal may be taken from such decision and the decision shall remain final and binding upon the Union and the

employer. If the Union and the Association representatives cannot agree on the adjustment of the dispute, then they shall choose a fifth person to act as Chairman of the Board of Arbitration. Such Board shall hold sessions until such matter submitted to it shall have been decided. All questions shall be decided by a majority vote of the five arbitrators.

In the event that conciliation is unsuccessful and the Committee cannot agree on the fifth person to act as Chairman of the Board of Arbitration, such Board shall request the New York State Board of Mediation to designate a panel member to act as Chairman.

Pending the proceedings herein provided, neither party shall order or permit any walkout, strike or lock-out. A decision reached by arbitration shall be forthwith reduced to writing and a copy thereof served upon each of the parties hereto, and shall be binding upon both sides.

In the event the Association declines to hear the dispute of a non-member of the Association, then the no-strike provisions of the preceding paragraph shall not apply with respect to such dispute.

Jurisdictional disputes shall not be subject to this Article. All questions of trade jurisdiction shall be resolved under the provisions of Article 21.

## **ARTICLE 18**

### **Duration**

Section 1. It is agreed by both parties that this Agreement shall remain in full force and effect from May 1, 1993 through April 30, 1995, 11:59 P.M.

Section 2. If a change in this Agreement is desired by the parties hereto, sixty (60) days notice of the

same must be given in writing before the expiration of the Agreement. Failure to serve notice by either party hereto, this Agreement is renewed for a period of twelve months.

## **ARTICLE 19**

### **Validity Clause**

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.

It is further agreed that in the event a clause is found to be illegal and must be stricken from the Agreement, both parties shall meet immediately to replace such clause.

## **ARTICLE 20**

### **Subcontracts**

All subcontracts awarded shall be covered by the terms and conditions of this Agreement.

The parties intend that this clause be interpreted and applied consistent with existing Federal law.

## **ARTICLE 21**

### **Trade Jurisdiction**

Section 1. The Employer agrees to do all work with journeymen Carpenters and apprentices of the trade, as provided by this Article.

Section 2. The parties agree that it has been the custom and practice of Carpenters and Masons to lay

out work from time to time, using surveying instruments such as the transit level, when required. It is understood that these trades shall perform such work as it is assigned to them by the Employer.

Section 3. All subcontractors shall be subject to the procedures of this Article.

Section 4. There shall be no cessation of work at any time on account of jurisdictional disputes, except as provided in Section 6 of this Article.

Section 5. Notwithstanding the claims set forth in Section 7 of this Article, the Employer's obligation in making work assignments shall be in accordance with the following procedures:

(a) Where a decision of record applies to the disputed work, or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Agreements and decisions of record are compiled in the "Green Book" published by the Building and Construction Trades Department, AFL-CIO. Where a national agreement between the disputing trades applies, even though not in the Green Book, the Employer shall assign the work in accordance with such agreement.

(b) Where no decision or agreement under (a) applies, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality.

(c) If a dispute has arisen prior to the specific assignment of work where no decision or agreement under (a) applies, or where there is no predominant practice in the locality, the Employer shall nonetheless make a specific assignment according to his best judgment after consulting the representatives of the dis-

puting trades and considering any arguments or facts the trades may wish to present regarding the applicable decisions or agreements of record or practice in the locality. The Employer should also consult any local association of contractors in the locality regarding the established practice.

(d) If a jurisdictional dispute arises, the Union agrees that such dispute shall first be submitted to the local Business Agents of the crafts involved for settlement, and if no understanding or agreement is reached within forty-eight (48) hours, the dispute will be referred to the International Unions involved for settlement. If no agreement is reached on this level within five (5) days, the parties to the dispute may extend the period for settlement to another fixed date, mutually agreed upon. Pending such settlement, the craft performing the work at the time the dispute arises will continue in such capacity until settlement is reached as above provided, it being further agreed that there shall be no stoppage of work in regard to any jurisdictional dispute. Existing International Jurisdictional Agreements and future International Jurisdictional Agreements shall be respected by both parties.

In signing this collective bargaining Agreement the parties hereto agree to be bound by the terms and provisions of the Agreement establishing the Impartial Jurisdictional Disputes Board.

Section 6. In the event an Employer is advised and directed, in writing, by an officer of the Association, that a jurisdictional assignment should be made or changed to Carpenters in accordance with a job decision, decision or award of record, or an International Agreement, and the Employer fails to make or change the assignment as directed, such Employer shall be in violation of this Agreement and the Union shall not be

bound by the "no-strike" provision of Article 17; provided, that the Association is given 24 hours notice by the Union from the time it is notified of the contract violation in which to obtain compliance by the Employer; and provided further, that the National Labor Relations Board has not made an initial determination in the particular dispute under Section 10 (k) of the Labor Management Relations Act of 1947, as amended.

Where an Employer has been shown by the Union an International Agreement, decision of record or job decision applying to the job in question, the failure of the Employer to comply with such Agreement or decision shall make him liable for lost wages and fringe benefits which would have been paid to employees covered by this Agreement, with such liability to begin 24 hours after the Union has advised the Employer of the applicable Agreement or decision and continue as long as the Employer continues his refusal to comply with the Agreement or decision; provided that the Association is given 24 hours notice by the Union of the Employer's failure to comply with the Agreement or decision, during which 24-hour period the Association shall attempt to obtain compliance by the Employer.

The application of the preceding paragraph shall be governed by the provisions of Section 5 (d) of this Article.

Section 7. The Employer agrees to recognize the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America that have been established by Agreements with other crafts and awards contained in the Green Book.

The Employer acknowledges the following as the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America. Notwithstanding

these claims, however, the Employer's obligation in making work assignments shall be in accordance with provisions of Section 5 of this Article.

(a) Jurisdictional claims: Home building and house construction work; commercial and industrial work; the handling, milling, fashioning, joining, assembling, erection, fastening or dismantling of all materials of wood, plastic, metal, fiber, cork and composition, and all other substitute materials; the manufacture of all wood and substitute material, where the skill, knowledge and training of a Carpenter are required, either by the operation of machinery or hand tools, the unloading and handling of all materials; the erection, fitting, plumbing, leveling, aligning and setting of precast concrete pieces; the manufacture and/or production of all concrete pieces made by precasting, poststressing or by prestressing; the unloading, handling and installation of store fixtures; the unloading, handling and placing of all refrigerated boxes and/or cases; the setting, plumbing and bracing of all steel and aluminum sash on open walls and wherever such sash is fastened to wood; the handling erection, placing and/or installation of substitutes replacing the materials normally used by members of the Unit covered by the Agreement and requiring the skills and tools of members of the Unit;

(b) The following trade jurisdiction and the work performed by the employees in such categories: Carpenters and joiners, reed and rattan workers, railroad Carpenters, ship Carpenters, caulkers and joiners, bench hands, cabinet makers, stair builders, floor layers (as provided for in the Floor Layer Agreement between the Union and the Association), millwrights (as provided for in the Millwright-Piledriver Agreement between the Union and the Association), box makers, furniture workers, bridge, dock and wharf Carpenters,

*shipwright and boat builders, car builders and all workers engaged in the running of woodworking machinery, the laying of all canvas roofs and decks, and all insulation workers; and any and all additional work agreed upon between the parties, orally or in writing;*

(c) Jurisdictional claims: *Fabricating, erecting and dismantling of all falsework; handling and signaling where power is used for the setting or dismantling of forms or any other material erected by Carpenters; the fabrication and/or setting of all templates, including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts included; all framing in connection with the setting of metal columns; the setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member; the making and setting of all forms used in concrete work; fastening on of all wooden, plastic or composition cleats to iron work or other materials; the erection and installation of all Stran Steel or similar materials, setting and hanging of all sash, doors, inside and outside blinds, windows and other frames; erection or application of all wood shingles, siding wall-board, or sheets composed of wood, wood pulp, plastic, plaster transite or composition materials or any other material including combined or faced with metal regardless of the manner attached; erection of all wood metal, plastic and composition partitions; the erection of cooling towers and tanks; the installation of rugs, carpets (as provided in the Floor Layer Agreements between the Union and the Association), draperies and curtains; the installation and handling of laboratory equipment including cabinets and work benches, bookcases and cabinets either separately or*



used in conjunction with heating and/or air conditioning units, black boards, bulletin boards, bill boards, meter boards and boards of all types; the erection of porcelain enameled panels and metal siding; the assembling and setting of all seats in theaters, halls, churches, schools, banks, stadlums, and open-air theaters and other buildings; the application of acoustic tile whether glued or nailed; acoustical suspended ceiling in its entirety; all insulation whether nailed, glued or blown; the building and dismantling in their entirety from the ground up of all scaffolds over 14 ft. in height; the building and dismantling of all wood and specially designed scaffold in their entirety; the watching of forms during a concrete pour, where a workman is assigned for such purpose.

(d) Installation of all air supported dome structures and apparatus, regardless of use; installation of the Tecktum roof system in their entirety and any similar system regardless of trade or patent name; installation of insulated panels for exterior walls or cooler units, including doors or other apparatus; installation of all corrugated fiber glass siding shall be assigned to Carpenters, that will be attached to wood or steel, installation of all windows, regardless of material, fastening systems, or material attached to, shall be the work of the Carpenter; installation and construction of bleacher seats, indoor or outdoor, regardless of material, shall be the work of the Carpenter.

The Carpenters shall perform all work on buildings in conjunction with tunnels that is normally done by Carpenters on any other type of construction.

(e) Any members of the Unit covered by this Agreement shall perform such welding and burning work as is an adjunct to the trade.

## **ARTICLE 22**

### **Safety & Health**

**Section 1.** Employers and employees covered by this Agreement shall be governed by the requirements of the Occupational Safety and Health Act of 1964.

**Section 2.** The Drug-Free Workplace Act of 1988 and other Federal, and/or State rules and regulations will be complied with where applicable. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance (illegal drug), alcohol, or being under the influence is prohibited. Violation of this prohibition will result in disciplinary action up to and including termination.

No random testing shall be permitted.

An employee on the jobsite may be required to submit to a chemical test which demonstrates on-site impairment if a reasonable, objective basis exists to believe that the employee is functionally impaired on the jobsite. A reasonable, objective basis will exist under the following circumstances:

a. a first hand observation is made of the employee's job performance, and documented in writing prior to any tests; and

b. whenever possible, the employee's conduct or actions indicating alleged impairment should be observed and documented in writing by two supervisors on the jobsite; and

c. a determination is made that the employee's conduct is symptomatic of alcohol or drug impairment by a physician or health care professional qualified to make such a determination following a consultation with the employee.

Persons refusing to submit, under the aforementioned circumstances, to a test which complies with the minimum procedural guidelines contained in this Agreement, may be listed as a voluntary quit with no additional explanation permitted.

**Section 3. Contractor safety meetings:** Every contractor runs, during morning coffee break; preferably weekly. Employer to pay for additional time required during working hours.

**Section 4.** The "Uniform Drug/Alcohol Abuse Program" which is an Addendum is included herein in full. Five cents (5¢) per hour is included in the Welfare Fund to cover the costs of this program.

## **ARTICLE 23 Voluntary Political Action Fund**

Effective May 1, 1993, each Employer under signed Agreement with the Union agrees that it will deduct from the wages of any present or future employee covered by this Agreement who has authorized such deductions by the execution of the form appended to this Agreement as Exhibit B, the amount of two cents (\$.02) per hour and to pay the amount so collected to the Carpenters Local 85 Voluntary Political Action Fund.

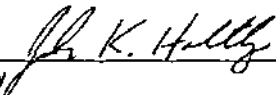
The Union will supply the Employer with appropriate evidence that an employee has authorized the deduction for the Voluntary Political Action Fund.

The Employer assumes no responsibility either to the employee, the Union, or the Local 85 Voluntary Political Action Fund for any failure to make such deductions or for any errors made in making such


deductions, but will correct any such errors in the pay-roll period following written notice of such error or errors. The Union and/or the Local 85 Voluntary Political Action Fund further agree to hold the Employer harmless for any and all claims arising out of this Article.

The parties having discussed all terms and conditions relevant to this Agreement, there are no other changes.

CONSTRUCTION INDUSTRY  
ASSOCIATION OF  
ROCHESTER, NY INC.

  
\_\_\_\_\_  
John Holtby  
*President*

CARPENTERS' LOCAL UNION NO. 85

  
\_\_\_\_\_  
Ronald G. Pettengill  
*General Business Agent  
and Financial Secretary*

## AGREEMENT

We hereby accept the provisions of the above Agreement. The Union and the Company do hereby agree to abide by and enforce the same.

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Company Name

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Address

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City

State

Zip Code

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Phone No.

Fax No.

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Duly authorized Officer or Representative

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Title

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Workman's Compensation Carrier:

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Policy No.

Union Representative, Carpenters' Local Union  
No. 85

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Date

**ROCHESTER CARPENTERS LOCAL  
UNION 85 FRINGE BENEFIT  
PAYMENT BOND**

**WHEREAS**, \_\_\_\_\_, hereinafter  
(Name of Contractor)

called "Principal" and \_\_\_\_\_  
(Name of Insurance Company)

hereinafter called "Surety", are held and firmly bound to Rochester Carpenters Local 85, UBCJA, AFL-CIO ("Union") and the Rochester Carpenters Pension, Annuity, Welfare and SUB and related Funds ("Funds"), 3047 West Henrietta Road, Rochester, New York 14623, as Obligee in the sum of Ten Thousand Dollars (minimum of \$10,000.00), in lawful money of the United States of America, for which payment, the Principal and Surety bind themselves and each of their heirs, successors and assigns, jointly and severally, firmly by this document.

**WHEREAS**, the Principal has entered into a Collective Bargaining Agreement with the Union that guarantees contributions will be made to the Pension, Annuity, Welfare and SUB and Apprenticeship Training Fund, Administration and Safety Program and working dues deduction in the amounts set forth in said contract, on any job within the jurisdiction of the Collective Bargaining Agreement, together with costs to be imposed in the event of employer delinquency including payment of interest at the rate of 1½% per month on unpaid contributions, liquidated damages in the amount of 20% of the unpaid contributions, attorney's fees and Court costs;

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal will pay such sums when

due to the Obligee under said Collective Bargaining Agreement or any extension, or renewal of modification thereof, then this obligation shall be void;

**OTHERWISE**, this obligation shall remain in full force and effect for a period of thirteen months from the \_\_\_\_ day of \_\_\_\_\_, 199\_\_ and shall be renewable by continuation certificate executed by the Surety on any date thereafter.

This bond is executed under the following express condition covering the liability of the Surety hereunder:

1. The aggregate liability of the Surety for all of default of the principal herein shall not come in any event, exceed the amount specified above.

2. The bond may be canceled by the Surety at any time upon giving forty-five (45) days written notice to the Obligee, in which event Surety's liability shall, at the expiration of said forty-five (45) days, terminate, except as to such liability of the Principal as may be accrued prior to the expiration of said forty-five (45) days.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

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Surety

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Principal