2016-2019

AGREEMENT

BETWEEN
LABOR RELATIONS DIVISION
WESTERN NEW YORK REGION
ASSOCIATED GENERAL CONTRACTORS
OF NEW YORK STATE LLC

AND

NORTHEAST REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA

May 1, 2016 - April 30, 2019

LABOR RELATIONS DIVISION
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
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AGREEMENT

THIS AGREEMENT, made the **1st day of May, 2016** by and between the **LABOR RELATIONS DIVISION, WESTERN NEW YORK REGION, ASSOCIATED GENERAL CONTRACTORS OF NEW YORK STATE LLC** (hereinafter referred to as the "Association"), acting for and on behalf of its present and future members and **NORTHEAST REGIONAL COUNCIL OF CARPENTERS ON BEHALF OF UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCALS** (hereinafter referred to as the "Union").

W I T N E S S E T H:

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 workmen; 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. This is a pre-hire agreement under Section 8(f) of the National Labor Relations Act.

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

ARTICLE 1 - RECOGNITION

The Union recognized the Association as the exclusive bargaining representative of all member Employers of the Association and for non-member Employers who agree to this Agreement. The Association recognizes the Union as the sole and exclusive collective bargaining representative of all carpenters, millwrights, pile drivers, dockbuilders and divers employed by the Employer in the performance of all work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

ARTICLE 2 - LIABILITY

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

ARTICLE 3 - UNION RIGHTS

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

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

3. The Council Representative, 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 but he shall contact the Foreman in charge before so doing. Also, the Union Representative shall arrange or regulate differences that may arise between the members and their employers. Site visitors will be required to possess any and all clearance and training documentation mandated by project owner.

ARTICLE 4- NONDISCRIMINATION IN EMPLOYMENT

The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether state or federal, dealing with nondiscrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc., not herein expressly mentioned. The use of masculine or feminine gender in this agreement shall be construed as including both genders.

ARTICLE 5 –JURISDICTION

1. The geographical jurisdiction of this Agreement shall be comprised of the following counties within the jurisdiction of the Northeast Regional Council of Carpenters:

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wyoming, Wayne, Yates

2. The loading, unloading, stringing of all wood products, metal, masonry, plastic, the installation of all artificial turf, utilizing such equipment as may be necessary shall be the jurisdiction of the Union. The operation of gas, electric, air or other mechanical devices used by carpenters shall be tools of the trade and shall come under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

ARTICLE 6- 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 (excepting 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, hydroelectric developments, dams, reservoirs, docks, piers, jetties, locks, dikes, levees, channels, breakwaters, harbors, airports, railroads, highways, streets, bridges, and similar structures, pile driving, abutments, retaining walls, transmission lines, duct lines, pipe lines, sewers, water mains, cut and cover work, industrial sites, school sites and athletic fields and site work only for cement manufacturing plants and all power plants to include fracking sites and related work. All concrete work connecting or pertaining to buildings in a shopping center are excluded from this Agreement. The construction of sound/privacy barriers within the trades traditional scope of work.

4. All sewage treatment plants, water pollution control treatment plants, all lift and pumping stations for the movement or treatment of sewage, and/or water 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 regional council or local union building construction agreement.

5. It is understood that where industrial sites, cement manufacturing plants and all power plants are mentioned in Section 3 as included within the scope of heavy construction, it shall 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 of roads, railroads and river work; also construction of water lines and sewers to the building line.

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

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

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

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

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

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

ARTICLE 7- HOURS OF WORK

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

(a) Two consecutive shifts may be worked in twenty-four (24) hours and shall be of equal duration and at the same rate, 1st shift to start not earlier than 6:00a.m.

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

1st Shift	8 hours' work 8 hours' pay
2nd Shift	7- 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. If the Employer provides all-weather equipment and there is work to be performed and any employee refuses to work, the 2-hour clause shall not apply, providing safety is not compromised.

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

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

(f) Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours, and further provided to do so is not prohibited by state law.

(g) When mandated, and posted to the prevailing rate by the project owner, a single irregular work shift may be worked. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m. All employees who work a single irregular work shift shall be paid an additional $2.00 per hour. It is understood and agreed that if the premium is not posted to the prevailing rate schedule by NYSDOT, it shall not be payable.

ARTICLE 8- SHOW-UP TIME

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

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

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

ARTICLE 9- 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) hours notice shall be given to a journeyman at termination of employment.

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

4. A crib for carpenters' tool boxes shall be provided. The crib shall be fitted for a padlock to be furnished by the Carpenters on the job. When tools and clothing are left in said crib and are in a locked shanty, the Employer shall be responsible for the loss of said tools and clothing by fire, or theft by forcible entry. The maximum amount that any carpenter may claim for a loss under this provision is Five Hundred Dollars ($500.00) for losses sustained through theft by forcible entry and the actual value for tools lost by reason of a fire. A claim must be itemized, in writing, and sworn to before a notary public. Where a carpenter's employment has been terminated, the provisions of this section shall remain in effect for a period of forty-eight (48) hours from such termination.

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

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

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

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

9. (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, hardhats and protective eyewear 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.

10. 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.

11. 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.

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

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

13. The Employer shall move all company-owned tools.

14. When an employee is required to move from job to job during the workday, the Employer shall provide the transportation for him and return him to his starting place before the end of the day's work or reimburse him at the IRS established rate for use of his own car as transportation only plus the 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 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 entitle the Employee to a verbal warning.

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

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

ARTICLE 10- HOLIDAYS

1. The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. The 4th of July and Labor Day shall be paid holidays. An employee who works July 4

and/or Labor Day shall be paid double time plus the holiday pay. An employee who works any of the other holidays listed herein shall be paid double time.

2. In the event a Holiday falls on a Saturday the Friday before will be observed as a Holiday, if a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Whenever a member works on a Monday or Friday observed as a Holiday they shall receive double the rate. If a member works on a Saturday after an observed Holiday, they shall receive one and one half times the pay rate. If a member works on a Sunday before the observed Monday Holiday, they shall receive double the rate.

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

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

ARTICLE 11- WAGES AND FRINGE BENEFITS

1. The parties to this Agreement have agreed upon hourly gross increases (for wage and fringe benefit package) as follows:

Counties	Effective 7/1/16	Effective 7/1/17	Effective 7/1/18
Erie	$0.75	$0.75	$0.75
Genesee, Niagara, Orleans & Wyoming	$1.65	$1.65	$1.65
Delaware, Chenango & Otsego	$0.78	$0.78	$0.78
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Clinton, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne & Yates	$1.50	$1.50	$1.50

2. (a) In accordance with the section hereinabove, it is agreed that where a local union or regional council party to this Agreement has established in accordance with applicable law, a welfare and/or pension fund and/or supplementary unemployment benefit fund and/or apprenticeship fund, training fund, education fund, health and safety fund and/or other authorized funds, jointly trusteed by labor and management, then contributions shall be made to such fund or funds. Benefits are paid on hours worked.

(b) The Employer agrees that it shall make fringe benefit contributions to those fringe benefit funds set forth in Appendix A & B in the amounts set forth in this Agreement. The designations of the specific fringe benefit funds to receive contributions and the amount of contribution to be made to such fund may be changed during the term of this Agreement. However, in no event shall the gross amount (wages and fringes) paid by an employer exceed the gross amounts set forth in Appendix A as modified by Section 1 of this Article. In each instance, the Employer shall be bound by and shall comply with the agreements, declarations of trust, plans and/or regulations of the fringe benefit funds, and the labor management cooperation committees, so designated. The Employer's remittance shall be in the form and manner as specified by the designated recipient of the contribution. In the event that a change of designation occurs during the term of this Agreement, written notice of such change will be given to each Employer at least thirty (30) days prior. However

in the event of any conflict between the agreements, declarations of trust, plans, collection policies and /or regulations of the fringe benefit funds and the labor management cooperation committees and the terms of the collective bargaining agreement, the terms of the collective bargaining agreement shall prevail.

3. In the event that a contractor party to this Agreement subcontracts any portion of the work covered by this Agreement to a subcontractor who is not party to this Agreement, then such contractor shall assume full responsibility for any unpaid wages and/or fringe benefits due employees covered by this Agreement. The Union Representative or administrator of the respective funds shall notify the general contractor, by mail, of the subcontractors delinquency within fifteen (15) days of any delinquency. Fringe benefits are due and payable for all hours worked, except that fringe benefits will be remitted for a paid holiday not worked. There will be no premium paid on fringe benefits for overtime hours worked.

4. On seven (7) days written notice to the job site, the Union is granted the absolute right to strike the job of any delinquent contractor, and shall be under no compulsion to return any employees to employment with such contractor until all delinquencies are completely paid up. Where such action is necessitated as a result of the delinquency of any contractor in the payment of wages, or of any of the fringe benefit payments as set forth elsewhere in this Agreement such delinquent contractor shall be required to pay the striking employees wages for each day on strike, for a period not to exceed three (3) days prior to their return to employment for such contractor. Where a subcontractor is involved, notice shall also be given to the prime contractor.

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

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

(b) In addition, the trustees shall be authorized to audit the reports of a contributing employer who may be more than thirty (30) days delinquent in his reports as per Fund's collection policy.

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

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

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

7. Davis-Bacon Projects. If a project is 100% federally funded, the Davis-Bacon wage rates provided for in the project proposal can be paid for the duration of the project.

8. The Union represents that the UBC National Apprentice & Training Fund, UBC National Health and Safety Fund and UBC National Marketing Fund have merged with the Carpenters International Training Fund. The employer agrees to contribute to the Carpenters International Fund so long as it can be made a part of the prevailing rate schedule. The amount to be contributed is $0.10 per hour to the UBC Training Fund. However, in no event shall the gross amount (wages and fringes) paid by an Employer exceed the gross amount set forth in Appendix A and B as modified by Section 1 of this Article.

9. The Northeast Regional Council of Carpenters (Council) may allocate, or reallocate all wages and contributions to those fringe benefit funds selected by the Council. Under this provision, the Council can allocate effective on May 1, 2016 to April 30, 2019 any future wage increases in whole or in part to fringe benefits. The Council may reallocate fringe benefit contribution amounts between fringe funds at any time, upon thirty (30) days prior notice to Employers. With respect to public work, the prevailing wage rate schedule shall supersede any conflicting allocation or reallocation of the Council.

10. Any Employer whose contributions have not been received by the Funds office within 15 (fifteen) days of the due date shall be required to pay interest of .75% per month on the contributions due (per Fund Collection Policy of 3/11/13). Interest shall be charged from the last day of the month for which contributions are payable. In the event an Employer fails to include interest when submitting payment more than 15 (fifteen) days after the due date the payment shall be accepted but the Employer will be invoiced for the interest due. All unpaid invoices will be reissued monthly showing the compounding of interest, additional unpaid contributions and penalties imposed.

ARTICLE 12- 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 and Appendix B.

2. Apprentice wage rate schedules are set forth in Appendix B.

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

ARTICLE 13-CARPENTER CONTRACTOR TRUST

It is agreed by the Employer and the Union that the Employer will deduct the amounts set forth in Appendix A & B and shall contribute those funds to the Carpenter Contractor Trust.

ARTICLE 14- APPRENTICE CONTRIBUTION

1. The Employer agrees that it shall make the appropriate contributions as set forth in its collective bargaining agreement with the Northeast Regional Council of Carpenters and its affiliated local unions to the Northeast Carpenters Apprenticeship Fund. It is recognized that these designations may be changed during the term of the contract. The Employer's remittance shall be in the form and manner as specified by the Northeast Regional Council of Carpenters. In the event of a change of designation during the term of this Agreement, written notice of such change will be given to each Employer at least thirty (30) days prior thereto.

2. The employer agrees to be bound and shall comply with agreements, declarations of trust, plans or other relevant documents with respect to the Northeast Carpenters Apprenticeship Fund.

Apprentices Indentured prior to January 1, 2016

First Level Apprentice:	50% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $1.15/hr. Pension
Second Level Apprentice:	60% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $1.15/hr. Pension
Third Level Apprentice:	70% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $2.25/hr. Pension, $1.50/hr. Annuity

Fourth Level Apprentice:	80% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $2.25/hr. Pension, $1.50/hr. Annuity

Carpentry Program Apprentices Indentured after January 1, 2016

First Level Apprentice:	50% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $1.15/hr. Pension
Second Level Apprentice:	60% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $1.15/hr. Pension
Third Level Apprentice:	65% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $2.25/hr. Pension, $1.50/hr. Annuity
Fourth Level Apprentice:	70% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $2.25/hr. Pension, $1.50/hr. Annuity
Fifth Level Apprentice:	80% of Journeyman's rate, Current Building Journeyman Broome County Health contribution, $2.25/hr. Pension, $1.50/hr. Annuity

ARTICLE 15- DEDUCTIONS

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

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

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

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

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

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

ARTICLE 16 - FOREMEN

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

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

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

4. The Foreman's wage shall be a minimum of two dollars and fifty cents ($2.50) per hour over the Journeyman's wage rate in the county where the work is being performed, with the following exceptions:

a) In the counties of Erie, Genesee, Niagara, Orleans and Wyoming, the Foreman's wage shall be a minimum of the Journeyman's wage rate plus ten percent (10%) of the Journeyman's total package.

b) In the counties of Livingston, Monroe, Ontario and Wayne the foreman's wage shall be a minimum of the Journeyman's wage rate plus ten percent (10%) of the Journeyman's wage scale.

c) In the counties of Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Wayne and Wyoming the pile driver Foreman's wage shall be a minimum of the pile driver Journeyman's rate plus ten percent (10%) of the pile driver Journeyman's total package.

5. At the start of a job, the Employer shall, if he desires, designate the first two (2) foremen of his choice; if additional foremen are required the next two (2) shall be selected by the Employer from men in the geographic jurisdiction of the local union where the job is located; thereafter, if additional foremen are desired or required they shall be named (1) on the basis of 50% employer's choice and (2) 50% from the local geographic area of the Union.

ARTICLE 17 - CERTIFIED WELDERS

Certified welders shall receive one dollar and fifty cents ($1.50) per hour over the Journeyman's rate of pay when he is required to perform welding work. If he spends any part of the day welding, he shall receive the welding rate of pay for the entire day.

ARTICLE 18 - HAZARDOUS WASTE WORK

When heavy and/or highway work covered by this Agreement is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing work while wearing the protective gear shall receive an additional two dollars ($2.00) per hour over the journeyman carpenters wage rate for all hours worked on the day the protective gear was worn.

ARTICLE 19 - MILLWRIGHT WORK

When heavy and/or highway work covered by this Agreement requires millwright work, the employee performing the millwright work shall receive an additional one dollar and fifty cents ($1.50) per hour over the journeyman carpenters wage rate for all hours worked on the day the millwright work was performed.

ARTICLE 20 - PILE DRIVING

1. When Heavy and/or Highway work covered by this Agreement requires the installation, testing, repair and/or removal of pile regardless of the composition of the pile or the system used to install, test, repair or remove said pile, the work will be under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (UBC) and all employees performing such work as defined in Section 2 of this Article, shall be members of the UBC.

2. Pile installation work, as herein defined, shall include:

a) The unloading of all piles, and related materials and the reloading of unused pile and related materials.

b) The preparation, building, placing, jacking, driving, jetting, drilling, ratcheting, welding, fastening, staying, bracing, shoring, cutting off, load testing, capping, framing and extracting of all types of piles regardless of composition or end use. The installation of micro piles shall be assigned at the contractor’s option and is considered status quo.

c) Lagging – The placing, cutting, and handling of lagging shall be the work of the United Brotherhood of Carpenters. Removal of lagging is the Employer’s assignment.

d) All unloading, erecting, dismantling and loading of all equipment used in the performance of the work described in this Article.

e) The onsite maintenance of pile rigs from the king pin out.

f) The operation of all controls used in the installation of pile when said controls are located outside the operator's cab including but not limited to power packs, compressors, and deck engines work boats/barges.

g) All signal, flag, and tagline work when required in the performance of the work described in this Article or when a crane is operating over employees performing the work described in this Article.

h) Installation of Caissons, Piling, or Soldier Pile – a minimum of one (1) Pile Driver shall be placed with each drilling rig, when such rig is utilized for the installation of piling and caissons. To include drilling when temporary or permanent casings are used.

3. Pile Installation Crew sizes shall be as follows:

a) On the installation of bearing piles, there shall be a crew of not less than two (2) men and a foreman.

b) On the installation of sheet piling there shall be not less than one (1) man and a foreman.

c) On floating derricks used for driving piles, there shall be not less than three (3) men and a foreman.

In the event that the Employer or the Union feels that more or less men are required for the work to be performed, then this matter shall be resolved by mutual agreement between the Employer, or his designated representative Superintendent and the Union Representative. If mutual agreement cannot be reached, then the crew sizes detailed above will apply. When divers and tenders are being utilized on the installation of pile, the tender shall not be included in the minimum manning requirements, as the tender's sole purpose is to support the diver.

4. The Employer shall provide the employees with the following personal equipment:

a) All OSHA mandated personal protective gear. Employees shall be required to wear the Employer provided gear or be subject to disciplinary actions. Employees shall return all Employer provided protective gear at the end of the project.

b) All rain gear if the employees are required to work in the rain. Employees shall return all employer provided rain gear at the end of the project.

c) All gear required to protect the employees from caustic or dangerous chemicals. Employees shall return all employer provided gear at the end of the project.

ARTICLE 21 - DIVERS AND TENDERS

1. DIVERS' WORKING HOURS

a) The regular work day & overtime provisions, and Holidays, shall be the same as that set forth in the previous Article and Sections of this Agreement, excepting that actual diving time shall not exceed eight hours in any one shift including dressing and undressing of the diver. Such dressing and undressing shall not exceed one (1) hour.

b) Divers and tenders shall be paid a minimum of eight (8) hours pay for any part of the shift, except that if the shift is cancelled due to weather or unforeseen circumstances and the dive has not commenced, the employee shall be paid two (2) hours show up time only. The employee will perform such non-dive tasks as are available and assigned by the Employer during the eight hour shift.

c) Time required for decompression chamber after the regular shift, shall be paid for at the overtime rate. The tender shall stand by while the diver is in the decompression chamber and such time shall be considered work time.

2. DIVER'S GENERAL RULES

a) Under all diving conditions the reasonable judgment of the diver and diver supervisor shall be accepted regarding the length of time spent under the water and the hours that can be worked, in accordance with safe diving practice.

b) The diver supervisor shall select the dive tender.

c) The diver table shall be followed when working in deep water to determine the number of dives that can be made in a regular work shift.

d) A suitable shelter properly heated, lighted and ventilated shall be provided exclusively for the diving crew.

e) The diving crew shall not perform work outside of the actual diving work, diving decompression and care of the diving equipment, excepting for unforeseen emergencies or work associated with diving operations. However, when dive operations are complete and time remains in a shift, the crew shall perform such other tasks as are assigned by the Employer.

f) The Employer shall furnish all tools, equipment and gear. The diver shall be given the option of utilizing company provided dive equipment at their own discretion. The diver shall receive a per diem rate equivalent to one-half (1/2) hour of dive pay for the use of their personal dive helmet or SCUBA regulator and a per diem rate equivalent to one-half (1/2) hour of dive pay for the use of their own personal dive dress.

g) The diver is to pay for the standard dive physical; the Employer is to pay for the deep dive physical.

h) During pile driving/diving work, the handling of all deck lines and all machinery used for handling spuds, anchors, or deck lines on derricks, barges and floating equipment on work under jurisdiction of the pile driver, shall be operated by the pile driver.

3. EFFLUENT AND SLURRY DIVING

a) Divers and tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent or Slurry diving.

b) Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half (1 1/2) or two (2) times the specified rate for Slurry and Effluent divers and tenders.

c) The Employer shall provide adequate time and materials for proper decontamination of equipment and personnel.

d) The Employer shall pay for all the appropriate inoculations to insure the health of employees exposed to effluent materials.

4. DIVE SAFETY, STANDARDS AND TABLES
All diving operations and safety procedures shall meet or exceed the guidelines set forth by the following agencies and publications:

• United States Navy Diving Manual
• United States Army Corps of Engineers Diving Manual
• United States Coast Guard - Subchapter V-Marine Occupational Safety and Health
Standards part 197 -General Provisions subpart B-Commercial Diving Operations sections
197.200 thru 197.488
• O.S.H.A. -Part 1910 Subpart T- Commercial Diving Operations 1910.401 thru 1910.441
• The Consensus Standards for Commercial Diving Operations as published by the Association of Diving Contractors, Inc.

5. DIVER CREW WAGES

a) Standard Rates – All counties covered by this agreement.
Diver Rate - $25.00 above Journeyman rate/per hour
Dive Tender: $1.00 above Journeyman rate

On dive operations the foreman shall receive the diver rate. In the event the foreman needs to dive he will receive 10% above the dive rate for that day.

Standby divers shall receive the tender's rate unless they are required to enter the water, in which case they shall receive the divers' rate.

Journeyman's rate, as used for establishing the tenders' and standby divers' rate shall be based on either the carpenter or pile driver journeyman's rate depending on the work being performed by the diver.

The pilot of an ADS or submersible will receive one and one-half (1 1/2*)* times the Diver Rate for time submerged; a two (2) hour minimum will apply.

All crew members aboard a submersible shall receive the diver rate.

b) Depth Pay
From 0 ft to 50 ft ..... no extra pay
From 51 ft to 100ft ..... $0.50 per foot extra
From 101 ft to 150ft .... $0.75 per foot extra
From 151 ft to 200 ft ... $1.25 per foot extra
Over 200 ft ..... subject to negotiations

All depth pay shall be calculated from fifty-one (51) feet. Depth pay is a per diem payment based on the deepest dive of the day. The Union reserves the right to negotiate additional hazard pay for extreme depths. Depth pay premiums will not apply to the ADS or submersible pilot because these personnel are not exposed to physiological hazards normally associated with deep diving and/or decompression.

c) Penetration Pay
From 0 ft to 50 ft ..... no extra pay
From 51 ft to 100ft ..... $0.75 per foot extra
From 101ft to 200ft .... $1.00 per foot extra
Over 200 ft ..... subject to negotiations
All penetration pay shall be calculated from fifty-one (51) feet. Penetration pay is a per diem payment based on the deepest penetration of the day. The Union reserves the right to negotiate additional Hazard pay for extreme penetrations.

ARTICLE 22 - STEWARDS

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

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

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 shall notify the Union Representative of his dissatisfaction, and it shall be the duty of the Union Representative to take corrective action.

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

ARTICLE 23 - POLICY ON SUBSTANCE ABUSE

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

2. Employees whose job performance is impaired by the use of alcohol and drugs create an unacceptable safety risk to themselves, co-workers, and public.

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

ARTICLE 24 - MISCELLANEOUS

1. The conditions on carpenter and pile driver work shall be uniform throughout the jurisdiction of this Agreement, except as provided in Article 20.

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

(b) It is recognized that there are specific subcontract requirements for D/MIWBE participation in most public works contracts and that certain exceptions to the subcontracting clause may be required for the Employer to comply with these requirements. Every effort will be made by the Employer to arrange a prejob meeting with these subcontractors and the Union. It is understood that in no way shall the enforcement of this clause allow other trades to perform the work of this Union.

(c) By mutual agreement on a project by project basis, an Employer will be permitted to subcontract to non-signatory specialty subcontractors and will use his best efforts to arrange a pre-job conference for each project. The signatory contractor will not be held liable for the non-signatory contractors benefit payments.

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

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

5. Employees injured at work shall be paid for time spent going to the doctor's office for treatment at the time of the injury. If the doctor certifies, in writing, that the Employee is unable to return to work that day, the injured Employee shall be paid for the balance of that working day not to exceed a minimum of eight (8) hours pay. In the event he works in excess of the minimum eight hours he shall be paid for actual hours worked.

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

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

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

7. There shall be 100% mobility among Locals. Fringe benefits shall be reciprocated to the home Local. A steward shall be appointed by the local where the work is being performed.

8. Work in other areas. The Employer agrees that if it performs any work covered under any collective bargaining agreement of the Northeast Regional Council of Carpenters or in any of its regional districts or constituent local unions, for such work only, on a project by project basis, the Employer, for the duration of the project, will pay the wages, fringes and abide by any other terms and conditions of employment in the Agreement applicable to employees at the construction site location where said work is being performed. It is understood and agreed that under no circumstances will this provision operate to create an NLRA Section 9(a) relationship between any Employer and the Northeast Regional Council of Carpenters, its regional districts or constituent local unions.

ARTICLE 25 - ARBITRATION

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

2. During the term of this Agreement any question relating to its interpretation, or its violation, shall be submitted to and determined by arbitration, it being understood, however, that the 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 Union representative shall attempt to resolve the dispute on the job with the Company's senior representative.

(b) Step 2. If Step 1 is not successful, the Union representative shall attempt to resolve the matter with the Assistant Managing Director, AGC, within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays.

(c) Step 3. If Step 2 is not successful, an International Representative of the Brotherhood shall attempt to resolve the matter with the President, AGC, within forty-eight (48) hours, excluding Saturdays, Sundays and Holidays, after assigned.

(d) Step 4. If Step 3 is not successful, 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 Steps 1, 2, 3 and 4, all work shall continue without interruption under the conditions prevailing at the time the dispute arose.

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

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

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

6. The costs of arbitration, which shall involve the fees and expenses of the arbitrator, shall be borne by the Company in case its principal contention is rejected by the arbitrator or by the Union in case its principal contention is rejected by the arbitrator, except, however, that each party shall pay the fees of its own representatives and witnesses. Any disputes as to whose principal contention is rejected shall be determined by the arbitrator. In the case that both parties' principal

contention is upheld in part, the arbitrator shall designate what part of the costs are to be borne by which party according to the relative merits of each party's position.

7. The following express provisions of this contract are not subject to this article:
(a) Wage rates.
(b) Fringe benefit contributions.
(c) Jurisdictional questions.

ARTICLE 26 - NO STRIKE, NO LOCKOUT

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

ARTICLE 27 -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.

ARTICLE 28 -MOST FAVORED EMPLOYER

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

2. The AGC LRD shall be the bargaining unit for all Employers in the geographic region bound by this Agreement.

3. No modification or waiver of any term or provision of this Agreement shall be valid unless agreed upon in writing by both the LRD and the Union.

ARTICLE 29- ALTERNATIVE DISPUTES RESOLUTION

The Union and Employer agree to consider implementation of a Workers' Compensation Alternative Dispute Resolution Program.

ARTICLE 30 - SAVINGS CLAUSE

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

2. Should the parties be unable to negotiate substitute provisions as provided hereby, the matter will be referred to arbitration for such purpose, as provided by Section 2, Article 25.

ARTICLE 31 - DURATION AND TERMINATION

It is agreed by both parties to this Agreement that all the conditions of this Agreement shall remain in full force and effect to April 30, 2019, and during each calendar year thereafter, unless on or before January 30, 2019, or any year thereafter, written notice of proposed changes in this Agreement shall be served by either party upon the other.

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

FOR THE LRD/AGC

9/22/16

Todd Curran — Date

FOR THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, NORTHEAST REGIONAL COUNCIL OF CARPENTERS:

9/29/16

NRCC SE NY Regional Manager — Date

David F Haines 9-27-16

NRCC NW NY Regional Manager — Date

10/7/16

NRCC Executive Secretary/Treasurer — Date

NON-ASSOCIATION EMPLOYER SIGNATURE PAGE

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

1. That he (it) has read the foregoing Collective Bargaining Agreement, dated May 1, 2016, and agrees, as an individual employer to be bound by each and all the terms, conditions and provisions thereof. He (It) further agrees to furnish both the Labor Relations Division and the Union with signed copies of this Agreement.

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

Non- Association Employer (Please Print)	Employer Identification Number
Address	Telephone Number
City - State – Zip	Facsimile Number
Company Officer or Representative (Please Print)	Title (Please Print)
Signature	Date

NYS Unemployment Ins. Number	New York State Disability Number	Workers' Compensation Number

For the Northeast Regional Council of Carpenters,
United Brotherhood of Carpenters and Joiners of America

Signature	Title	Date
Witness By	Title	Date

EMPLOYER COPY

NON-ASSOCIATION EMPLOYER SIGNATURE PAGE

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

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

Non- Association Employer (Please Print)	Employer Identification Number
Address	Telephone Number
City - State – Zip	Facsimile Number
Company Officer or Representative (Please Print)	Title (Please Print)
Signature	Date

NYS Unemployment Ins. Number	New York State Disability Number	Workers' Compensation Number

For the Northeast Regional Council of Carpenters,
United Brotherhood of Carpenters and Joiners of America

Signature	Title	Date
Witness By	Title	Date

UNION COPY

NON-ASSOCIATION EMPLOYER SIGNATURE PAGE

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

1. That he (it) has read the foregoing Collective Bargaining Agreement, dated May 1, 2016, and agrees, as an individual employer to be bound by each and all the terms, conditions and provisions thereof. He (It) further agrees to furnish both the Labor Relations Division and the Union with signed copies of this Agreement.

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

Non- Association Employer (Please Print)	Employer Identification Number
Address	Telephone Number
City - State – Zip	Facsimile Number
Company Officer or Representative (Please Print)	Title (Please Print)
Signature	Date

NYS Unemployment Ins. Number	New York State Disability Number	Workers' Compensation Number

For the Northeast Regional Council of Carpenters,
United Brotherhood of Carpenters and Joiners of America

Signature	Title	Date
Witness By	Title	Date

ASSOCIATION COPY

Appendix A
Journeyman Wage Rates and Benefit Packages by County Effective 7/1/2016

Erie County	Wages	Benefits						Total	Deductions	
		Welfare Fund	Pension Fund	Annuity Fund	Education & Training Fund	UBC Fund	Labor Management Fund		Working Assessment	Vacation
Carpenter	$33.14	$11.00	$7.80	$8.17	$0.60	$0.10	$0.15	$60.96	$2.04	$0.50
Carpenter Foreman	$39.24	11.00	7.80	8.17	0.60	0.10	$0.15	67.06	2.40	0.50
Millwright	$34.64	11.00	7.80	8.17	0.60	0.10	$0.15	62.46	2.13	0.50
Piledriver	33.14	11.00	7.80	8.17	0.60	0.10	$0.15	60.96	2.04	0.50
Piledriver Foreman	39.24	11.00	7.80	8.17	0.60	0.10	$0.15	67.06	2.40	0.50
Dive Tender	34.14	11.00	7.80	8.17	0.60	0.10	$0.15	61.96	2.10	0.50
Diver, Dry Day	34.14	11.00	7.80	8.17	0.60	0.10	$0.15	61.96	2.10	0.50
Diver, Wet Day	58.14	11.00	7.80	8.17	0.60	0.10	$0.15	85.96	3.54	0.50
Haz Mat Work = an additional $2.00 over appropriate rate										
Certified Welder = an additional $1.50 over appropriate rate										

Genesee, Niagara, Orleans, Wyoming Counties	Wages	Benefits						Total	Deductions	
		Welfare Fund	Pension Fund	Annuity Fund	Education & Training Fund	UBC Fund	Labor Management Fund		Working Assessment	Vacation
Carpenter	$33.14	$11.00	$6.78	$5.03	$0.60	$0.10	$0.15	$56.80	$2.04	$0.50
Carpenter Foreman	38.82	11.00	6.78	5.03	0.60	0.10	$0.15	62.48	2.38	0.50
Millwright	34.64	11.00	6.78	5.03	0.60	0.10	$0.15	58.30	2.13	0.50
Piledriver	33.14	11.00	7.80	8.17	0.60	0.10	$0.15	60.96	2.04	0.50
Piledriver Foreman	39.24	11.00	7.80	8.17	0.60	0.10	$0.15	67.06	2.40	0.50
Dive Tender	34.14	11.00	7.80	8.17	0.60	0.10	$0.15	61.96	2.10	0.50
Diver, Dry Day	34.14	11.00	7.80	8.17	0.60	0.10	$0.15	61.96	2.10	0.50
Diver, Wet Day	58.14	11.00	7.80	8.17	0.60	0.10	$0.15	85.96	3.54	0.50
Haz Mat Work = an additional $2.00 over appropriate rate										
Certified Welder = an additional $1.50 over appropriate rate										

Allegany, Cattaraugus, Chautauqua Counties	Wages	Benefits						Total	Deductions	
		Welfare Fund	Pension Fund	Annuity Fund	Education & Training Fund	UBC Fund	Labor Management Fund		Working Assessment	Vacation
Carpenter	$29.10	$9.35	$7.09	$3.44	$0.60	$0.10	$0.15	$49.83	$1.80	$0.50
Carpenter Foreman	31.60	9.35	7.09	3.44	0.60	0.10	$0.15	52.33	1.95	0.50
Millwright	30.60	9.35	7.09	3.44	0.60	0.10	$0.15	51.33	1.89	0.50
Piledriver	33.11	10.00	7.00	4.70	0.60	0.10	$0.15	55.66	2.04	0.50
Piledriver Foreman	38.68	10.00	7.00	4.70	0.60	0.10	$0.15	61.23	2.37	0.50
Dive Tender	30.10	10.00	7.00	4.70	0.60	0.10	$0.15	52.65	1.86	0.50
Diver, Dry Day	30.10	10.00	7.00	4.70	0.60	0.10	$0.15	52.65	1.86	0.50
Diver, Wet Day	54.10	10.00	7.00	4.70	0.60	0.10	$0.15	76.65	3.30	0.50
Haz Mat Work = an additional $2.00 over appropriate rate										
Certified Welder = an additional $1.50 over appropriate rate										

Livingston, Monroe, Ontario, Wayne Counties	Wages	Benefits						Total	Deductions	
		Welfare Fund	Pension Fund	Annuity Fund	Education & Training Fund	UBC Fund	Labor Management Fund		Working Assessment	Vacation
Carpenter	$29.10	$9.35	$7.09	$3.44	$0.60	$0.10	$0.15	$49.83	$1.80	$0.50
Carpenter Foreman	32.01	9.35	7.09	3.44	0.60	0.10	$0.15	52.74	1.97	0.50
Millwright	30.60	9.35	7.09	3.44	0.60	0.10	$0.15	51.33	1.89	0.50
Piledriver	31.37	10.00	7.00	4.70	0.60	0.10	$0.15	53.92	1.93	0.50
Piledriver Foreman	36.76	10.00	7.00	4.70	0.60	0.10	$0.15	59.31	2.26	0.50
Dive Tender	30.10	10.00	7.00	4.70	0.60	0.10	$0.15	52.65	1.86	0.50
Diver, Dry Day	30.10	10.00	7.00	4.70	0.60	0.10	$0.15	52.65	1.86	0.50
Diver, Wet Day	54.10	10.00	7.00	4.70	0.60	0.10	$0.15	76.65	3.30	0.50
Haz Mat Work = an additional $2.00 over appropriate rate										
Certified Welder = an additional $1.50 over appropriate rate										

*Working Assessment is 6% of wage per hour plus $.05

Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie Counties	Wages	Benefits						H.R.A.	Total	Deductions	
		Welfare Fund	Pension Fund	Annuity Fund	Education & Training Fund	UBC Fund	Labor Management Fund			Working Assessment	Vacation
Carpenter	$29.85	$7.95	$9.25	$1.25	$0.60	$0.10	$0.08	$0.75	$49.83	$1.84	$1.00
Carpenter Foreman	32.35	7.95	9.25	1.25	0.60	0.10	0.08	0.75	52.33	1.99	1.00
Millwright	31.35	7.95	9.25	1.25	0.60	0.10	0.08	0.75	51.33	1.93	1.00
Piledriver	29.85	7.95	9.25	1.25	0.60	0.10	0.08	0.75	49.83	1.84	1.00
Piledriver Foreman	32.35	7.95	9.25	1.25	0.60	0.10	0.08	0.75	52.33	1.99	1.00
Dive Tender	30.85	7.95	9.25	1.25	0.60	0.10	0.08	0.75	50.83	1.90	1.00
Diver, Dry Day	30.85	7.95	9.25	1.25	0.60	0.10	0.08	0.75	50.83	1.90	1.00
Diver, Wet Day	54.85	7.95	9.25	1.25	0.60	0.10	0.08	0.75	74.83	3.34	1.00
Haz Mat Work = an additional $2.00 over appropriate rate											
Certified Welder = an additional $1.50 over appropriate rate											

Clinton, Essex, Franklin, Hamilton, Saratoga, Warren, Washington, Counties	Wages	Benefits						Total	Deductions	
		Welfare Fund	Pension Fund	Annuity Fund	Education & Training Fund	UBC Fund	Labor Management Fund		Working Assessment	Vacation
Carpenter	$29.85	$8.70	$9.25	$1.25	$0.60	$0.10	$0.08	$49.83	$1.84	$1.00
Carpenter Foreman	32.35	8.70	9.25	1.25	0.60	0.10	0.08	52.33	1.99	1.00
Millwright	31.35	8.70	9.25	1.25	0.60	0.10	0.08	51.33	1.93	1.00
Piledriver	29.85	8.70	9.25	1.25	0.60	0.10	0.08	49.83	1.84	1.00
Piledriver Foreman	32.35	8.70	9.25	1.25	0.60	0.10	0.08	52.33	1.99	1.00
Dive Tender	30.85	8.70	9.25	1.25	0.60	0.10	0.08	50.83	1.90	1.00
Diver, Dry Day	30.85	8.70	9.25	1.25	0.60	0.10	0.08	50.83	1.90	1.00
Diver, Wet Day	54.85	8.70	9.25	1.25	0.60	0.10	0.08	74.83	3.34	1.00
Haz Mat Work = an additional $2.00 over appropriate rate										
Certified Welder = an additional $1.50 over appropriate rate										

Broome, Cayuga, Chemung, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates Counties	Wages	Benefits						Total	Deductions	
		Welfare Fund	Pension Fund	Annuity Fund	Education & Training Fund	UBC Fund	Labor Management Fund		Working Assessment	Vacation
Carpenter	$29.10	$9.35	$7.09	$3.44	$0.60	$0.10	$0.15	$49.83	$1.80	$0.50
Carpenter Foreman	31.60	9.35	7.09	3.44	0.60	0.10	$0.15	52.33	1.95	0.50
Millwright	30.60	9.35	7.09	3.44	0.60	0.10	$0.15	51.33	1.89	0.50
Piledriver	29.10	9.35	7.09	3.44	0.60	0.10	$0.15	49.83	1.80	0.50
Piledriver Foreman	31.60	9.35	7.09	3.44	0.60	0.10	$0.15	52.33	1.95	0.50
Dive Tender	30.10	9.35	7.09	3.44	0.60	0.10	$0.15	50.83	1.86	0.50
Diver, Dry Day	30.10	9.35	7.09	3.44	0.60	0.10	$0.15	50.83	1.86	0.50
Diver, Wet Day	54.10	9.35	7.09	3.44	0.60	0.10	$0.15	74.83	3.30	0.50
Haz Mat Work = an additional $2.00 over appropriate rate										
Certified Welder = an additional $1.50 over appropriate rate										

Chenango, Delaware, Otsego Counties	Wages	Benefits						Total	Deductions	
		Welfare Fund	Pension Fund	Annuity Fund	Education & Training Fund	UBC Fund	Labor Management Fund		Working Assessment	Vacation
Carpenter	$29.10	$10.00	$7.09	$4.23	$0.60	$0.10	$0.15	$51.27	$1.80	$0.50
Carpenter Foreman	31.60	10.00	7.09	4.23	0.60	0.10	$0.15	53.77	1.95	0.50
Millwright	30.60	10.00	7.09	4.23	0.60	0.10	$0.15	52.77	1.89	0.50
Piledriver	29.10	10.00	7.09	4.23	0.60	0.10	$0.15	51.27	1.80	0.50
Piledriver Foreman	31.60	10.00	7.09	4.23	0.60	0.10	$0.15	53.77	1.95	0.50
Dive Tender	30.10	10.00	7.09	4.23	0.60	0.10	$0.15	52.27	1.86	0.50
Diver, Dry Day	30.10	10.00	7.09	4.23	0.60	0.10	$0.15	52.27	1.86	0.50
Diver, Wet Day	54.10	10.00	7.09	4.23	0.60	0.10	$0.15	76.27	3.30	0.50
Haz Mat Work = an additional $2.00 over appropriate rate										
Certified Welder = an additional $1.50 over appropriate rate										

*Working Assessment is 6% of wage per hour plus $.05

Appendix B

Apprentice Benefit Contributions

Indentured prior to January 1, 2016					
Apprentices:	**1st Level**	**2nd Level**	**3rd Level**	**4th Level**	
Wages- Percentage of Journeyman Rate	50%	60%	70%	80%	
Health & Welfare-Current Building Journeyman Broome County Health and Welfare Contribution					
Pension	$1.15	$1.15	$2.25	$2.25	
Annuity	$0.00	$0.00	$1.50	$1.50	
Apprentice Training	$0.60	$0.60	$0.60	$0.60	
UBC	$0.10	$0.10	$0.10	$0.10	
Labor Management	$0.15	$0.15	$0.15	$0.15	
Total Benefits	$2.00	$2.00	$4.60	$4.60	
Vacation	$0.50	$0.50	$0.50	$0.50	
Working Assessment*	Working Assessment based on 6% of Wage per hour plus $0.05				
Carpentry Program Apprentices Indentured After January 1, 2016					
Apprentices:	**1st Level**	**2nd Level**	**3rd Level**	**4th Level**	**5th Level**
Wages- Percentage of Journeyman Rate	50%	60%	65%	70%	80%
Health & Welfare-Current Building Journeyman Broome County Health and Welfare Contribution					
Pension	$1.15	$1.15	$2.25	$2.25	$2.25
Annuity	$0.00	$0.00	$1.50	$1.50	$1.50
Education & Training	$0.60	$0.60	$0.60	$0.60	$0.60
UBC	$0.10	$0.10	$0.10	$0.10	$0.10
Labor Management	$0.15	$0.15	$0.15	$0.15	$0.15
Total Benefits	$2.00	$2.00	$4.60	$4.60	$4.60
Vacation*	$0.50	$0.50	$0.50	$0.50	$0.50
Working Assessment*	Working Assessment based on 6% of Wage per hour plus $0.05				