

K#: 9169

RESIDENTIAL WOOD FRAMING

CONSTRUCTION AGREEMENT

BETWEEN

EMPIRE STATE REGIONAL COUNCIL

CARPENTERS' LOCAL UNION 85

AND

**INDEPENDENT CONTRACTORS
WORKING WITHIN THE RESIDENTIAL JURISDICTION
OF CARPENTERS LOCAL UNION 85**

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This agreement entered into this _____ Day of _____, 2009 between _____, hereinafter referred to as the Employer, and the Empire State Regional Council and Residential Carpenters' Local Union 85, United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the Union.

ARTICLE 1. COVERAGE

This Agreement covers all Residential Wood Framing work in the following counties: Livingston, Monroe, Ontario, and Wayne Counties.

ARTICLE 2. SCOPE

Residential Wood Framing Work as used herein is defined as all work within the jurisdiction of the Union in connection with: construction, alteration or repair of all residential units, including but not limited to single dwellings, duplexes, row houses and other buildings of Four (4) stories and less. On any job or project where a predetermined wage rate that has been established that is higher by Federal or State or City agency or any other municipality entity, such rate shall apply.

ARTICLE 3. RECOGNITION

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

ARTICLE 4. UNION SECURITY

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

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

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

ARTICLE 5. WAGE RATES, AND FRINGE BENEFITS

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

SECTION 1. Bonding Obligations

- a. All Contractors shall provide a payment bond equal to one (1) months 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 weeks contribution. Weekly contributions must be received in the Funds office by the Tuesday following the payday or the Union shall withdraw any workers 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.
- b. The Employer hereby agrees that in the event the Employer is fifteen (15) days late in the payment of contributions or deductions required herein, the Funds may submit a claim under the bond for the amount in arrears.
- c. If a Contractor is not able to furnish a surety bond, they must supply the Union with a cash bond in the form of a certified check, guaranteed bank draft, or letter of credit.
- d. The Union may waive the surety bond if there is a written guarantee from the Owner or General Contractor that the fringe benefits will be paid by joint check.

ARTICLE 6. WORKING DUES

The Employer will deduct from the pay of each Employee for whom there is on file authorization to do so, working dues of two percent (2%) of gross wages and remit those funds to the Union. These deductions shall be made from each paycheck and submitted to the proper fund as set forth in Appendix B.

ARTICLE 7. OVERTIME

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

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Fourth of July
Christmas Day

ARTICLE 8. MAKE-UP DAY

SECTION 1. It is agreed that when time is lost (four (4) hours or more) by the crew during the regular work week, Monday through Friday, due to inclement weather only, this time may be made up by the entire crew on Saturday at the regular rate of wages, provided notice is given to the

Steward by Noon Friday. All Saturday work must be scheduled on an eight- (8) hour basis. In the event, an Employee cannot work; the Employer shall take no punitive action.

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

ARTICLE 9. PAY DAY

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

SECTION 2. When a carpenter is laid off or discharged, he/she shall be paid in full on the job at the time of such layoff, or discharge. A carpenter who is to be discharged or laid off should be notified at least 24 hours in advance of the employee action. When Carpenters quit of their own accord, they shall wait until the regular payday for the wages due them.

ARTICLE 10. SAFETY

A 10 HR OSHA Program shall be offered by the Union to assist the Employer. All active members will be required to complete the course within 60 days of joining the union.

ARTICLE 11. UNEMPLOYMENT, COMPENSATION, and DISABILITY BENEFITS

In an effort to protect all union members, the Empire State Regional Council of Carpenters' name and address must be listed as certificate holder on your NYS Disability Form and Workers' Compensation form (NYS Disability form-DB120 and Employer's Workers' Comp form -C-105). The Council's name and address should appear on the insurance forms as follows: **Empire State Regional Council of Carpenters, 14 Saw Mill River Road, Hawthorne, NY 10532**. These forms are to be provided to Carpenters Local Union 85 along with the signed Agreement before workers can be furnished. Contractor must also furnish the Local Union with their Federal ID Number and NYS Unemployment Insurance Number.

ARTICLE 12. APPRENTICES

SECTION 1. In order to maintain a sufficient number of skilled mechanics in the building industry, the necessity for the employment of Apprentices is hereby recognized and the employment and proper training of as many Apprentices as is reasonable and practical (at the sole discretion of the

Council Representative of the local Union) shall be undertaken by the Employer and the Union, with a project requiring only two (2) carpenters, one (1) apprentice may be used with one (1) journeyman carpenter. If more than two (2) carpenters are used on a project the ratio shall be two (2) journeymen for one (1) apprentice carpenter.

SECTION 2. In order to maintain the Apprenticeship Training Facilities in a manner sufficient to recruit and train a sufficient number of replacements for the industry, the Employer shall make a contribution of fifteen cents (\$.15) per hour for each hour paid to the Carpenters' Joint Apprenticeship and Journeyman Training Fund.

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

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

ARTICLE 13. INVALIDITY AND SEPARABILITY

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

ARTICLE 14. JURISDICTION

Work falling under Carpenters' jurisdiction is inclusive of all work in residential construction, as defined in Article 2, including fabrication of all materials, systems, products and specifications relative to residential construction, and is recognized as Carpenters Work within jurisdiction of the Empire State Regional Council and Residential Carpenters' Local Union 85. Contractor also agrees to be bound to all other residential agreements in existence within the jurisdiction of the Empire State Regional Council (subject to approval and review). In no event shall an Employer apply this Agreement where the work to be performed does not involve residential construction as defined in Article 2 of this Agreement.

ARTICLE 15. SUB-CONTRACTING CLAUSE

The Employer agrees not to sublet or subcontract any residential construction work or alteration work covered by this Agreement to any person, firm or corporation not in contractual relationship with the Residential Carpenters' Local Union 85.

ARTICLE 16. GENERAL CONDITIONS

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

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

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

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

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

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

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

SECTION 8. Employer and employees covered by this Agreement shall be governed by the requirements of the Occupational Safety and Health Act of 1946.

SECTION 9. Employer shall provide all safety equipment required to insure the safety of the employee.

ARTICLE 17. SHORTAGE OF WORK FORCE

In the event the employer has asked for a residential worker, and has made a request to the Union, the Union shall provide said worker within forty-eight (48) hours of such request. In the event the Union is unable to comply with the Employer's request to furnish a residential worker, the Employer may hire such employees and refer them to the Carpenter's Union for membership.

ARTICLE 18. REGISTERING RESIDENTIAL PROJECTS

The Contractors covered by this agreement shall submit a job reporting paperwork as soon as practical (the paperwork shall be supplied by the union on all jobs where this agreement is being used). The paperwork shall contain a date, the name of the contractor, the location of the job, and a general description of the work to be performed. If contractor is non-compliant to registering residential projects, then the commercial building rate shall prevail.

ARTICLE 19. COMMERCIAL BUILDING AGREEMENT

By signing this Residential Wood Framing Agreement, you are bound to the Commercial Building Agreement. Any term or conditions not spelled out in this agreement, you shall refer to the Commercial Building Agreement.

ARTICLE 20: TERMINATION & SIGNATURE

Section 1. Both parties agree that the initial terms of this Agreement shall be for a period of one year; from May 1, 2009, through April 30, 2010. During the initiation term of this Agreement or any renewal term, there shall be neither strikes nor lockouts.

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

SECTION 3. Negotiations for changes to any existing agreement will begin in good faith no later than ninety (90) days prior to the termination of the current agreement in force.

IN WITNESS HEREOF:

FOR THE EMPLOYER

Signature of Principal

Print Name of Company Principal/Title

Date

Employer's Federal Tax Number

Print Company Name

NYS Unemployment Insurance #

Company Address (Street)

NYS Workers Comp Policy #

City, State & Zip Code

Workers Compensation Carrier

Telephone #

NYS Disability Policy Number

Fax Number

NYS Disability Carrier

ACCEPTED AND AGREED TO BY THE
EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS:

By: _____
David Haines, President

By: _____
Patrick Morin,
Executive Secretary/Treasurer
Business Manager

Date: _____

By: _____
Local Union / Council Representative

Date: _____

APPENDIX A **WAGES AND FRINGE BENEFITS**

It is hereby agreed that the minimum rate of wages for Employees working in the confines of the County(s) listed in Article I of this agreement.

Residential Carpenters:

TIER ONE WAGES: \$30.00 Journeyman Total Package

Includes erection and installation of all footers and form work, interior drywall, ceilings, insulation, casework, trim, doors, finish work, cabinet installation, window installation, erection and dismantling of all scaffolds and unloading and handling of all materials.

TIER TWO WAGES: \$25.00 Journeyman Total Package

Includes erection and installation of all wood framings, siding, 3 + 1 roofing, all flooring (carpeting, VCT, and hardwood) and all weatherization work and unloading and handling of all materials.

TIER ONE WAGES - Journeyman

(Per each hour worked)

Base Rate	\$20.00
Health & Welfare	6.00
Appr Training	.15
Pension	3.00
Annuity	<u>.85</u>
Total	\$30.00

TIER TWO WAGES - Journeyman

(Per each hour worked)

Base Rate	\$16.90
Health & Welfare	5.35
Appr Training	.15
Pension	1.75
Annuity	<u>.85</u>
Total	\$25.00

DEDUCTIONS (Both Tiers)

Working Assessment (Per hour worked)

2% of total Package

FOREMAN:

When six (6) or more carpenters are employed on a project, one shall be designated the foreman and shall receive \$1.00 per hour over the journeyman's base rate.

APPRENTICESHIP WAGES (Both Tiers)

(Per each hour worked)

1st Year Apprentice (for all work) – Probationary – up to 6 months or 1000 Hours

Base Rate	H&W	Training	Total
\$ 8.50	\$ 4.00	\$0.15	\$ 12.65

2nd Year Apprentice (for all work) – after 6 months or 1001 to 1600 Hours

Base Rate	H&W	Training	Total
\$10.00	\$4.00	\$0.15	\$14.15

3rd Year Apprentice (for all work) – 1601 to 3200 Hours

Base Rate	H & W	Training	Pension	Total
\$12.00	\$4.00	\$ 0.15	\$1.00	\$17.15

4th Year Apprentice (for all work) – 3201 to 4800 Hours

Base Rate	H&W	Training	Pension	Total
\$14.00	\$5.00	\$0.15	\$1.50	\$20.65

Deductions

Working Assessments (Per Hour Worked) 2% of Total Package

INITIATION FEES

Journeyperson	\$150.00
Apprentice – 1 st Yr.	\$ 30.00
2 nd Yr.	\$ 60.00
3 rd Yr.	\$ 90.00
4 th Yr.	\$120.00
Special Assessment	\$ 30.00
Monthly Book Dues	\$ 18.80

APPENDIX B.

COLLECTION AND DELINQUENCY PROCEDURES FOR BENEFIT FUNDS AND PAYROLL DEDUCTIONS

SECTION 1. All contributions and remittance to be made in pursuant to this Agreement shall be submitted to Empire State Carpenters Fringe Benefit Fund, 181 Industrial Park Rd., Horseheads, NY 14845 before the 15th day the month following the month the work was performed and the benefit payment earned. Make checks payable to Empire State Carpenters Fringe Benefit Fund.

SECTION 2. The Employer hereby recognizes the Empire State Carpenters Fringe Benefit Fund as an authorized agent to secure collection and disbursement to the proper fund account all amounts the Employer is obligated to remit to the applicable trust funds within Carpenters' Local Union 85 pursuant to this Agreement, and shall comply with and be bound by the collection policy established by Carpenters' Local Union 85 and/or Trustees with regard to such payments, including the posting of a bond if required by the Union, the imposition of penalties, liquidated damages and / or interest on late payments, penalties, liquidated damages, interest and attorneys fees and costs incurred in connection with such legal proceedings. The Employer may request a copy of the collection policy and procedures from Carpenters' Local Union 85 at any time.

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

APPENDIX C

ROCHESTER CARPENTERS LOCAL UNION NO. 85 FRINGE BENEFIT PAYMENT BOND

RESIDENTIAL WOOD FRAMING CONSTRUCTION AGREEMENT

WHEREAS, _____, hereinafter called
(Name of Contractor)

"Principal" and _____, hereinafter called
(Name of Insurance Company)

"Surety" are held and firmly bound to Rochester Carpenters Local 85, UBCJA, ("Union") and the Empire State Carpenters Fringe Benefit Funds such as Health and Welfare, Annuity and Apprenticeship Training Funds, and related Funds ("Funds"), 181 Industrial Park Rd., Horseheads, NY 14845, as Obligee in the sum of _____, a (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 Health and Welfare, Annuity and Training Funds, 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 (TWO) 2% 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 or 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 _____, 200____ and shall be renewable by continuation certificate executed by the Surety on any date thereafter.

This bond is executed under the following express conditions 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 _____, 20____.

Surety

Principal