

**NORTHWEST REGION
AGREEMENT**

Between

“THE ASSOCIATIONS”

and the

**NORTHEAST REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
91 Fieldcrest Ave.
Raritan Plaza 2, Floor 2
Edison, NJ 08837**

June 1, 2011 – May 31, 2016

NORTHWEST REGION AGREEMENT

between

“THE ASSOCIATIONS”

representing

Construction Employers Association
of Central New York, Inc.
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(315) 437-3717

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Falconer, New York 14733-1336
(716) 665-4026

Mohawk Valley Construction
Employers Association
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Utica, New York 13502
(315) 624-0276

Construction Industry Employers Association
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Cheektowaga, NY 14227
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Eastern Contractors Association, Inc.
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Albany, New York 12205
(518) 869-0961

Southern Tier Association of Contractors
15 Belden Street
Binghamton, NY 13903
(607) 771-7000

Labor Relations Section (LRS) of the
Northern New York Builders Exchange, Inc.
22074 Fabco Road
Watertown, New York 13601-1755
(315) 788-1330

The Building Industry Employers Association
of Niagara County, New York
631 Main Street
Niagara Falls, NY 14301
(716) 285-9338

Construction Industry Association
of Rochester, NY, Inc.
180 Linden Oaks
Suite 100
Rochester, NY 14625
(585) 586-1580

and the

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

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Raritan Plaza 2, Floor 2
Edison, NJ 08837

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PREAMBLE

This Agreement, herein after referred to as "the Agreement," is entered into in order to forge a long-term partnership that will promote stability between the Union, and Employer 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, strikes and lockouts and the results through them to the Employer of cost and expense, and to the Employees covered hereby of loss of wages; to enable the Employer to secure at all times sufficient force of skilled carpenters; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of the Agreement and to 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 here under.

The Union agrees to work with the Employers to formulate a world class quality attitude and program.

ARTICLE 1 RECOGNITION

The Agreement is entered into by the Associations/Employer on behalf of their designating members who employ or may employ unit employees and The Northeast Regional Council of Carpenters, and of the United Brotherhood of Carpenters and Joiners of America, or any successor Council, hereafter referred to as the "Union". The Union recognizes the Associations as the exclusive bargaining representative of all designating members of the Associations. The Associations recognize the Union as the exclusive bargaining representative for all employees covered by the Agreement.

The parties agree that the collective bargaining unit covered by the Agreement is a single multi-employer bargaining unit consisting of employers represented by the Associations that are bound to the Agreement, including any individual employers who are not members of the Associations but who sign the Agreement or agree to be bound to it.

The Union recognizes the Associations as authorized to act in collective bargaining negotiations for all their designating members and for non-member employers who agree to the Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

Section 1. The Agreement shall cover on-site commercial, industrial, and institutional work and the wages and conditions set forth for such work. The Agreement also covers all work in connection with sewage disposal, water and waste water treatment, reservoirs, marinas and all work on any site where building is involved. Any facilities specifically established to service an individual project shall be covered by the Agreement.

Section 2. Heavy & Highway Agreements of the Union are separate and apart from the Agreement. For the counties of Chenango, Delaware, Erie, Niagara, Orleans, Otsego, Genesee and Wyoming (except for the townships of Castile, Gainesville, Genesee, Genesee Fall, Perry, Pike and Warsaw), see appendices.

Section 3. Shop Agreements of the Union are separate and apart from the Agreement.

ARTICLE 3 GEOGRAPHICAL JURISDICTION

The Agreement covers the jurisdiction of all of the counties of Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton,

Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Washington, Wyoming and Yates.

**ARTICLE 4
UNION SECURITY**

Section 1. It shall be a condition of employment that the employees of any employer covered by the Agreement who are members of the Union in good standing on the effective date of the Agreement shall remain members in good standing and those who are not members in good standing on the effective date of the Agreement, or who are hired on or after its effective date, shall, on the 8th day following its effective date, or the 8th day following the beginning of employment (whichever is later) become and remain members in good standing.

Section 2. In consideration of the foregoing, the Union agrees to supply competent, skilled and qualified journeypersons and apprentices to the Employer upon his/her request, to perform work coming within the trade, craft and geographical jurisdiction of the Union, and to continue to provide training in accordance with Federal and State mandates.

Section 3. It is agreed that employees covered by the Agreement will not perform work for non-signatory Employers, except for area standards campaigns.

Section 4. The Union shall be allowed to visit the jobsites of the Employer. Employers will assist in obtaining clearance into plant facilities for access to the jobsite for the Union, if possible.

Section 5. The Union agrees to obtain insurance certificate(s) and indemnification if required by the owner for the project prior to conducting site visits.

Section 6. The Employer recognizes the Union as the exclusive bargaining agent under section 8(f) of the National Labor Relations Act for all of its Employees within the contractual bargaining unit.

**ARTICLE 5
ASSOCIATIONS SECURITY**

Section 1. Each Association shall be the bargaining unit for all Employers in its geographic region bound by the Agreement.

Section 2. No modification, variation, or waiver of any term or provision herein shall be valid unless agreed upon in writing by both the affected Associations and the Union.

Section 3. The affected Associations shall be a party to any and all local negotiations regarding Project Labor Agreements when the Union is involved, provided the Owner agrees.

Section 4. The Associations shall furnish lists of all existing and newly designated carpentry contractors to the Union.

**ARTICLE 6
WORK IN OTHER AREAS**

The Employer agrees that if it performs any work covered under any collective bargaining agreement of the Union, within New York State, excluding New York City, the Employer shall be bound to the terms

and conditions of those agreements applicable to the construction site location where said work is being performed as if it were signatory to the applicable agreement for the duration of the work; said employer shall have no continuing obligation under any terms of the collective bargaining agreement, which shall cease to exist upon the Employer's termination of work in the area and all wages and fringes must be paid in full.

This article specifically excludes any reference and the employer will not be bound to section 9(a) of the National Labor Relations Act if included in the local agreement outside the Geographic Jurisdiction, Article above, covered by the Agreement. It is not granting recognition based on any proof of majority status by the Union, as it is not contemplated that such proof will be provided. Nothing herein shall prevent granting recognition hereafter in accordance with the National Labor Relations Act.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. During the term of the Agreement, any question relating to its interpretation or any dispute arising from any provisions shall be subject to the following grievance and arbitration procedure, it being understood that this clause shall not be used for the purpose of determining subjects relating to trade jurisdictions.

a. The Job Steward shall attempt to resolve the dispute on the job with a senior representative of the Employer.

b. In the event that the dispute is not resolved by Step (a), a Council Representative and a Representative of the Association/Contractor shall meet within two (2) business days and attempt to settle the dispute.

c. Should Step (b) not resolve the issue in dispute within five (5) business days, the two parties to the Agreement shall each appoint equal numbers to form a Joint Committee to hear the dispute and a decision by a majority of the Joint Committee shall be final and binding on the parties.

d. In the event that the Joint Committee is unable to decide the dispute within 15 business days, either party may request arbitration by submitting in writing, with a copy to the other party, a request to the American Arbitration Association for a list of arbitrators, one of whom shall be selected by the Joint Committee following AAA guidelines. The decision of the Arbitrator shall be final and binding on all parties concerned. The expenses of the arbitrator shall be borne equally by the two parties to the Agreement.

Section 2. During the term of the Agreement, and during the period of hearing grievances and arbitration, neither party shall order or sanction any lockout, strike or other work stoppage or slowdown.

ARTICLE 8 HOURS OF WORK AND OVERTIME

Section 1. The first five days, Monday through Friday inclusive, shall constitute a working week. The normal work day shall consist of eight (8) hours plus one-half (1/2) hour unpaid for lunch. The lunch period should be scheduled at approximately the midpoint of the shift. The starting time shall be between the hours of 6 a.m. and 9 a.m., set by the Employer and shall not be changed from day to day. This start time may be changed by mutual agreement of the parties.

Section 2. Work performed before or after the above specified hours and on Saturday shall be paid on a time and one half (1-1/2) basis or after the employee has worked more than eight (8) hours in a day or

40 hours during the work week. All work performed on Sundays and recognized holidays shall be paid on a double time basis.

Saturday is also payable at the straight time rate if the employee misses work, except where a doctor's or hospital's verification of illness is produced Monday through Friday when work was available to the employee. The intent is to challenge the abuse of some employees missing work Monday through Friday intentionally and then going back to work for time and one half (1-1/2) pay on Saturday.

Section 3. It shall be the intent of the Agreement that work shall be restricted to 40 hours per week except in case of emergency, or to meet the project schedule.

Section 4. If the nature of the overtime is such that the regular lunch period must be worked, then the men shall receive an additional one-half (1/2) hour pay at the appropriate overtime rate.

Section 5. To the extent permitted by law, the work week may be four days in duration (Mon. – Thurs.) with each day consisting of ten (10) hours work at the straight-time rate. Any work performed outside these limits would be at the appropriate overtime rate. It is the intent of the parties that a 4-10s schedule shall be for a minimum of four (4) days in a row. Where a 4-10s schedule is worked, Friday shall be allowed as a make-up day. If, however, weather prohibits work on Friday, Saturday is allowed as a make-up day, but will be worked at the appropriate overtime rate.

ARTICLE 9 SHIFT WORK

Section 1. The following schedule is applicable to two (2) or three (3) shifts per day:

1st Shift: 8 hours work for 8 hours pay.

2nd Shift: 7 1/2 hours work for 8 hours pay

3rd Shift: 7 hours work for 8 hours pay

Section 2. Ten (10) or Twelve (12) Hour Shifts:

(a) One or two shifts may be employed in a twenty-four (24) hour period, seven days per week, with prior notification to the Union, paying the appropriate wages and fringe benefits.

(b) All Employees working more than ten (10) hours will receive an additional one-half (1/2) hour paid lunch period.

(c) The Employer need not balance the shift size.

(d) Shift may overlap at the Employers option.

(e) The first shift will not start earlier the 6:00 AM unless prior Union approval is obtained.

(f) When two shifts are worked, the second shift shall be considered, for payroll purposes, as having been worked in their entirety on the same day on which the first shift started.

Section 3. Any work outside the regular shift shall be at the respective overtime rate. No employee shall be permitted to work two shifts except foremen or welders. (Starting time can be changed by mutual consent.) Each shift shall have a one-half (1/2) hour unpaid lunch period.

Section 4. Shift work must continue for a minimum of three (3) consecutive days, unless prior Union approval is obtained.

Section 5. Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period.

Section 6. It is understood that there is no guarantee, that on any given day, one shift might vary due to weather, equipment breakdown, or changes in operation schedule, provided notice is given two hours prior to the beginning of the shift.

**ARTICLE 10
MAKE-UP DAY**

Make-up day is on Saturday in the week in which a day or days are lost due to inclement weather. Pay for this make-up day will be straight time, it being understood that work on this day is voluntary on the part of the employees and that further, all Employees working on the job be given the same opportunity to work. No discriminatory action will be taken against any employee who declines said work.

For a 4-10s schedule, see Hours of Work and Overtime Article 8, Section 5.

**ARTICLE 11
OCCUPIED PREMISES**

A shift may be worked in any occupied building, outside of the regular work hours, at the straight time hourly rate, excluding Saturdays, Sundays and Holidays. This requires mutual agreement of the parties unless specified by the bid documents or owner mandates. The Employer is to notify the Union when this work will occur.

**ARTICLE 12
HOLIDAYS**

The recognized holidays for the term of the Agreement, for which overtime rate shall be paid, if worked, is as set forth: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

**ARTICLE 13
WAGE PAYMENT**

Wages shall be paid weekly on the job before the end of the shift, on the regular payday. Such wages are to be paid in lawful money, redeemable at a local financial institution. No more than four (4) business days pay shall be withheld from the employee(s) on pay day. Pay envelopes or check stubs shall show the employers name and address, employees name, the hours worked, and the amount of payment enclosed. Any deductions from wages, including payroll deductions, now or hereafter required, shall also be marked on the pay envelopes or check stubs. Waiting time is to be charged until wages are received, not to exceed eight (8) hours. Any variation from the above, due to clerical or unforeseen circumstances, will be discussed between the Union and the Employer prior to any penalty being assessed. For mailed checks, postmark or other receipt is proof of timely payment.

**ARTICLE 14
CALL-IN PAY & DISCHARGE**

Section 1. No new Employee shall be sent out on any given day for less than eight (8) hours work. When the Employer instructs an Employee to report for work and does not employ said Employee, the Employer shall pay two (2) hours applicable wages, except if unable to employ said Employee because of inclement weather, utility failure, strike, riot or civil disturbance.

Section 2. Under no circumstances will the Union send out a carpenter whom the Employer has

