

**NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**



AGREEMENT

Between

“THE ASSOCIATIONS”

and the

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

LOCAL UNION 279

**Covering Westchester, Putnam, Rockland, Dutchess, Columbia, Ulster,
Orange and Sullivan Counties**

May 1, 2022, through April 30, 2027

AGREEMENT

between

“THE ASSOCIATIONS”

representing

Construction Contractors Association
330 Meadow Avenue
Newburgh, NY 12550

Construction Industry Council of Westchester and Hudson Valley, Inc.
Masonry and Concrete Contractors Association

Building Contractors Association of Westchester and Mid-Hudson Region
629 Old White Plains Road
Tarrytown, NY 10591

and the

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

LOCAL UNION 279

52 Stone Castle Road
Rock Tavern, NY 12575

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RECOGNITION

This Agreement is entered into by the Association/Contractor _____, hereafter referred to as the "Association", on behalf of their members who employ or may employ unit Employees and THE NORTH ATLANTIC STATES 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 Association as the exclusive bargaining representative of all Employer-members of the Association. The Association recognizes the Union as the sole and exclusive collective bargaining representative of all Carpenters and employed by the Employer in the performance of all work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

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

This Agreement shall be binding on Signatory Contractors who are or who may become Signatory Contractors during the duration of the agreement. Signatory Contractors shall be bound by the terms of this Agreement for the duration thereof irrespective of the fact that they may have terminated their membership in the Association.

The Employer is satisfied and acknowledges that the Council has claimed and demonstrated that the Council has majority support and represents a majority of the Employer's Employees in an appropriate bargaining unit for purposes of collective bargaining. Accordingly, the Council demands recognition, and the Employer recognizes the Council, as the exclusive bargaining agent under Section 9(a) for Westchester, Putnam, Rockland, Dutchess, Columbia, Ulster, Orange, and Sullivan Counties of the NLRA (National Labor Relations Act) for all its Employees within the contractual bargaining unit.

Employers who sign independently recognize a single-multi employer collective bargaining unit through the Association. In such case, each Employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of this Association. A withdrawal of such bargaining authority given to the Association by any Independent Signatory shall only be effective if in writing and received by the Association and the Council not more than ninety (90) days and not less than sixty (60) days prior to expiration of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

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

PREAMBLE

The Employer is desirous of employing Carpenters and Joiners and all subdivisions of the United Brotherhood of Carpenters and Joiners of America in the construction industry and appurtenances thereto within the territorial jurisdiction of this Agreement.

This Agreement is entered into to prevent strikes and lockouts; to facilitate the peaceful adjustment of grievances and disputes between the Employer and the Union and its members; to prevent waste; unnecessary and avoidable delays and the results through them to the Employer of cost and expense and to the Employees covered thereby of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workers; to provide as far as possible for the continuous employment hereunder of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purpose and intent hereof, to bring about stable conditions in the industry, keep costs of work in the industry as low as possible, consistent with fair wages & proper working conditions as provided for hereunder.

JURISDICTION (GEOGRAPHICAL)
ARTICLE ONE

Section (a). The geographical jurisdiction of this Agreement shall be comprised of the following eight (8) Counties of the Union: Westchester, Putnam, Rockland, Dutchess, Columbia, Ulster, Orange, Sullivan.

Section (b). Shop Agreements of the Union are separate and apart from this Master Agreement.

Section (c). Contractor shall make all efforts to notify the Council seventy-two (72) hours prior to the start of a project.

WORK IN OTHER AREAS
ARTICLE TWO

The Employer agrees that if it performs any work covered under any Collective Bargaining Agreement of the North Atlantic States Regional Council of Carpenters, the Employer shall be bound to the terms and conditions of this Agreement applicable to the construction site location where said work is being performed as if it were signatory to the applicable Agreement.

COUNCIL REPRESENTATIVE
ARTICLE THREE

The Council Representative or any other authorized representative of the "Union" shall be allowed to visit the jobs of any Employer during working hours.

UNION SECURITY
ARTICLE FOUR

Section (a). The Union agrees to furnish, through its office competent Journeymen selected for reference to jobs upon a non-discriminatory basis, such furnishing to be made upon request of the Employer and with the Employer retaining the right to reject or accept the applicants for employment.

Section (b). The Union agrees that its office will maintain appropriate registration facilities for the listing of persons possessing the skills required for the performance of work by the Employers. The Employer may employ applicants directly at the job site.

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

Section (d). It is the intention of the parties that hiring procedures under this Agreement shall conform strictly to the requirements of State and Federal Law, and that this Agreement shall provide the maximum Union security permitted by law.

GRIEVANCE AND ARBITRATION
ARTICLE FIVE

Section (a). During the term of this 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.

1. The Job Steward shall attempt to resolve the dispute on the job with a Senior Representative of the Employer.
2. If the dispute is not resolved by Step one (1), a Council Representative and a Representative of the Association or Independent Contractor shall meet within two (2) business days and attempt to settle the dispute.

3. Should Step two (2) not resolve the issue in dispute within five (5) business days, the two (2) parties to the Agreement shall each appoint three (3) members 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.

4. In the event that the Joint Committee is unable to decide the dispute within fifteen (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 panel of arbitrators, one of whom shall be selected by the Joint Committee. 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 this Agreement.

Section (b). During the term of this 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.

JURISDICTIONAL (DISPUTES-PROCEDURES) ARTICLE SIX

Section (a). Jurisdictional Dispute by any Union(s) and which involves the Union, including any of its affiliated Local Unions collectively ("North Atlantic States Regional Council of Carpenters") agree not to use or be bound by the Plan for the Settlement of Jurisdictional Disputes (the "Plan"), except when PLAs are the binding agreement for a particular project.

Section (b). All jurisdictional disputes which involve the North Atlantic States Regional Council of Carpenters shall be settled through arbitration where the arbitrator shall be bound by and render his/her decision according to the criteria developed by the National Labor Relations Board through adjudication of the jurisdictional disputes under Section 10 (k) of the National Labor Relations Act, 29 U.S.C. 160 (k). The assignments of the Contractor(s) shall be followed, and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the Arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The Parties agree to utilize the rules of the American Arbitration Association for selection of an Arbitrator and conduct of the arbitration.

FOREMAN-GENERAL FOREMAN ARTICLE SEVEN

Section (a). All Foremen and General Foremen shall be Journeymen members of the Union and shall be hired and discharged subject to the provisions of the Labor Management Relations Act of 1947, as amended. See ARTICLE TWENTY-TWO (22) Section (a)

Section (b). A Foreman shall not act in the dual capacity of a job Superintendent.

Section (c). General Foreman must be designated by the Employer when there are three (3) or more Foremen employed on the job.

Section (d). When five (5) Carpenters and/or Apprentices are employed, one (1) shall be designated as a Foreman. He/she shall be responsible for the laying out of work and to assign work to respective workers. The Foreman shall be permitted to work with Journeymen's tools at the discretion of the Employer.

Section (e). All Foremen and General Foremen in each classification shall be guaranteed a minimum of forty (40) single time hours per week including benefits, except for the first and last week, when his/her pay may start at the commencement of the job and be terminated at the completion of the job. All work performed outside of the regular working hours shall be paid at overtime wages and benefits.

CONDITIONS OF EMPLOYMENT ARTICLE EIGHT

Section (a). Except as otherwise provided in ARTICLE TWENTY-ONE (21), a fifty percent (50%) ratio of Carpenters must be Journeymen whose employment with the Employer originated in the Council's geographic jurisdiction and this ratio shall be maintained throughout such job in the manner heretofore described. This shall apply to each job of each individual Contractor.

Section (b). 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.

Section (c). The time-honored custom of a "Coffee Break" shall be permitted during the morning working hours with the mutual understanding that this custom shall not be abused by the Employee or Employer. A coffee break shall be permitted in the late afternoon if the job is to work more than eight (8) hours

Section (d). Every Employer shall provide a weather tight building or room large enough to accommodate the Employees covered by this Agreement, for use as a tool room and shelter. This room shall be provided with a table and benches for use during lunch time for their use. During the months from November 1 thru April 1 the shelter must be heated.

Section (e). A crib for Employee's toolboxes shall be provided. The crib shall be fitted for a padlock to be furnished by the Employees on the job. When tools and clothing are left in said crib or 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 dollar amount that any Employee may claim for a loss under this provision shall not exceed Five Hundred Dollars (\$500.00) for Carpenters. A claim must be itemized, in writing, and sworn to before a Notary Public. Employees shall be responsible for their own negligence.

Section (f). 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 a spigot and an adequate supply of disposable drinking cups.

Section (g). Toilet facilities shall be provided or made available in a sufficient number to accommodate all Employees. Toilet facilities shall be maintained in a sanitary condition and must comply with O.S.H.A. standards. Such facilities shall consist of water closets, but chemical toilets shall be provided instead of water closets where water and sewer connections are not readily available.

Section (h). All Shop Employees sent to work on the job site shall be governed by the conditions of this Agreement.

Section (i) All Lasers, when used on work within the trade jurisdiction of the U.B.C, shall be furnished by the Employer and are considered a tool of the trade and operated by Employees covered by this Agreement.

Section (j). No Employee shall be allowed to furnish his/her own sawhorses, benches, hand screws, straight edges, ladders, power or battery-operated tools of any kind or description on any construction job.

Section (k). All special tools and/or equipment of any nature shall be furnished by the Employer.

Section (l). The Employer shall supply the necessary raingear and boots when conditions warrant their use. This raingear shall remain the property of the Employer and must be returned upon request or in the absence of a request at no later time than the Employee's termination of employment. The Employee shall be financially responsible for the equipment not returned; the amount not to exceed Twenty-five Dollars (\$25.00).

Section (m). The Employer shall see that an O.S.H.A. Standards First Aid Kit is furnished for the job and that the same shall be kept completely supplied with necessary medical equipment.

Section (n). An Employee injured at work, shall be paid full wages and wage benefits for the time spent receiving medical attention on the day of the injury. If a "Doctor" certifies that said Employee is unable to return to work on the day of the injury, the Employee shall be paid full wages and wage supplements for the day.

Section (o). The Employer will endeavor to provide proper parking facilities as near the job site as possible.

Section (p). All welding gear, welding torch, welder, burning equipment, gloves, sleeves, helmets, goggles, and any other type of welding instruments are to be supplied by the Employer.

Section (q). Instruments such as transit, level, theodolite, laser when used as an instrument, piezometer when instrumented and fathometers when used on work within the trade jurisdiction of the U.B.C. shall be considered a tool of the trade.

Section (r). All layout equipment shall be supplied by the Employer.

Section (s). Workers employed in areas protected from the weather may be required to remain at work.

Section (t). The Employer agrees that any and all formworks must be constructed by a member of the United Brotherhood of Carpenters and Joiners of America. Employer furthermore agrees that any formwork that can be done on the job site or adjacent to the job site, must be done there.

Section (u). Whenever concrete is being poured, and a Carpenter is available, he shall be designated to watch the forms and make necessary adjustments during the pouring. Any additional Carpenters that may be required shall be the decision of the Employer.

Section (v). Labor and Management are committed to have a safe and productive working environment. To accomplish this goal a program will be developed by Labor & Management to have all Carpenters complete an O.S.H.A. Safety Course.

EQUAL EMPLOYMENT OPPORTUNITY ARTICLE NINE

The Employer and the Union shall not discriminate against any Employee or Applicant for employment because of race, creed, color, sex, national origin, age, disability, marital status, sexual orientation, or citizenship status with respect to any employment decisions as required by Federal, State and Local Laws.

RATES OF PAY - MODE OF PAYMENT ARTICLE TEN

Section (a). The parties agree that the wage rates, fringe benefits, hours and other terms and conditions of work shall prevail during the term of this Collective Bargaining Agreement.

Section (b). All hours worked shall be paid at straight time benefits. If an employer chooses to or is legally obligated by NYS Labor Law section 196-b. to pay an Employee for hours not worked, the Employer is not required to pay benefits for those hours that have not been worked.

Section (c). Effective on the dates listed, the hourly rates for the listed craft classifications shall be as indicated. The Union reserves the right to distribute future wage increases into fringe benefits.

Section (d). A statement shall be furnished with the payment of wages showing Employer's name - Employee's name - Total Earnings - Total Hours and Tax deductions itemized. A payroll check shall be drawn upon a local FDIC (Federal Deposit Insurance Corporation) financial institution within the region, payable on demand at par. The Employer may also pay electronically with transfer of direct deposit fund, so long as the employee has a viable bank account in which to transfer funds. All Employees shall be paid weekly, not later than Friday. If Employees are not paid by quitting time on Friday, Contractor will pay up to three (3) days wages at double time rate and single time fringe benefits. Employee must remain on site during this period.

Section (e). The Union shall have the right to require the Employer to post a "Surety Bond" of twenty-five thousand dollars (\$25,000) or deposit ten-thousand dollars (\$10,000) into an escrow account to guarantee the payment of wages and benefits to all Employees covered by this agreement.

Section (f). For wages and benefits See Addendum A and/or B, respectively.

REPORTING TIME - REPORT IN TIME ARTICLE ELEVEN

Section (a). All Employees reporting for work at the beginning of a shift who are not furnished with work for any reason including inclement weather shall receive two (2) hours of wages and benefits for "Reporting Time." Should any Employee commence work, he or she shall receive no less than two (2) hours of wages and benefits. The Employees shall remain on the job for the two (2) hours unless directed otherwise by the Foreman. If weather or other conditions make it impractical to work, wages and benefits shall be based on the actual hours worked which includes "Reporting Time".

Section (b). No "Reporting Time" shall be paid to Employees if the Employer cancels the shift. It is the Employer's responsibility to notify all Employees and the Union, at least two (2) hours prior to cancelling a shift for any reason.

Section (c). Employees ordered to report for work on Saturday or Sunday or days listed under ARTICLE FOURTEEN (14) and who are prevented from working because of inclement weather or other reasons beyond the control of the Employer, the Employees shall be paid at the applicable overtime rate if no work is performed during the hours of "Reporting Time" as required under Section (a) above.

Section (d). If work is performed during any part of the above mentioned "Reporting Time" hours, the applicable overtime rate shall be paid, time and one-half (1-1/2) on Saturdays, double time (2X) Sundays and holidays.

Section (e). Reporting time, report in time, holiday pay and overtime, require payment of Fringe Benefits.

HOURS OF WORK - OVERTIME ARTICLE TWELVE

Section (a). The standard hours of work and start times are between the hours of 6:00 a.m. & 9:00 a.m. and 2:30 p.m. & 5:30 p.m. Monday through Friday.

Section (b). The working week shall be five (5) days from Monday to Friday eight (8) hours a day with a half (1/2) hour for lunch. Except as provided hereinafter, no work shall be performed on any other days or outside the hours specified, without permission of the Union. Employees shall be given a thirty (30) minute lunch period at the midpoint of the employee's normal workday, but in the event the employee is directed to work through his/her lunch period, he/she shall be compensated for one (1) hour of straight time wages and benefits for the time worked. Notwithstanding the above, if required to work through his/her lunch period, the employee shall be given twenty (20) minutes in which to eat lunch, without loss of wages and benefits.

Section (c). For all overtime worked beyond the hours of work set forth above, Monday thru Friday Employees shall be paid at the rate of time and one-half (1-1/2) the regular wage rate. Time and one-half (1-1/2) the regular wage rate shall be paid for Saturdays. Double time (2X) wage rate shall be paid for all time worked on Sundays and holidays. All hours worked will be at straight time fringes.

Section (d). Saturday is also payable at straight time rate if the Employee misses work, except where a mutually agreed upon absence between the Employer and the Employee has been established 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. This does not apply to new Employees hired during the work week.

Section (e). The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time in accordance with the law. A four-tens (4-10's) schedule may be instituted only upon the mutual consent between the Association and the Union. The four-tens (4-10's) must run for a period of at least four (4) days and must apply to the entire Carpenter crew on the project. The Association and Union must mutually agree prior to project starting.

Section (f). When it is mandated by a Government Agency or requested by a General Contractor a flexible start time can be issued. It is understood that on all renovation, repair and alteration work that requires a single shift outside of the normal working hours herein specified, such time worked, up to eight (8) hours where applicable shall be at the straight time rate plus fifteen percent (15%). Overtime on such work shall be at time and one-half (1-1/2) the appropriate rate. It is understood and agreed that those employed on this type of work shall not have been employed on other construction during the regular working hours.

Section (g) When conditions beyond the control of the Employer, such as severe weather, widespread power failure, fire, natural disaster, etc., prevent the operation of the job on one or more normal working days, the Employer may, with the permission of the Union, schedule the Friday or Saturday of that calendar week during which work was prevented, as a make-up day at straight time, depending on a four (4)-day or five (5)-day scheduled work week. All hours worked in excess of the normal day worked shall be paid for at the rate of time and one-half (1-1/2). When a holiday falls on the make-up day, then the make-up rate shall be time and one-half (1-1/2) for the normal days worked performed. In order to utilize a Friday or Saturday as a make-up date, the Employer must declare a regular workday "terminated" for one of the reasons listed above, no later than ten (10:00) am of the day terminated and must notify the Union of its desire to work a make-up day by noon of the day preceding the make-

up day. If Carpenters or Apprentices are needed to work a make-up Friday or Saturday, other than those already working on the job, the Employer shall hire from the North Atlantic States Regional Council of Carpenters. A make-up Friday or Saturday shall be a guaranteed a normal workday with a guarantee of a full day wages, with one-half (1/2) hour off to eat. Only Employers in good standing, meaning those Signatory Contractors who are paid-up (wages and fringe benefits), will be considered for a Saturday make-up day and permission will not unreasonably be withheld for a Saturday make-up.

SHIFT WORK - PAY SCHEDULE ARTICLE THIRTEEN

Section (a). All requests for shift work shall be approved by the Union before start of same.

Section (b). All shift work hours are paid at straight time benefits.

Section (c). Any hours worked outside the normal shift shall be at time and one half (1-1/2) the appropriate wage rate for each appropriate shift.

Section (d).

(1). First Shift

Regular hourly rate of wages and benefits, with a thirty (30) minute lunch break.

(2). Second Shift

Regular hourly rate of wages and benefits plus fifteen percent (15%) per hour with a thirty (30) minute lunch break.

(3). Third Shift

Regular hourly rate of wages and benefits plus fifteen percent (15%) per hour with a thirty (30) minute lunch break.

HOLIDAYS ARTICLE FOURTEEN

Section (a). The following days shall be considered Legal Holidays for Commercial work:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

Section (b). If a holiday that is not part of this agreement, has been negotiated between a Local Building Trades Affiliate and "The Associations", and the project is closed because of said holiday, then that holiday shall be a paid holiday for the carpenters, at straight time wages and fringe benefits or the employer must provide employment for the carpenters on that day.

Section (c). The following days shall be considered Legal Holidays for Heavy and Highway work: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. For Heavy and Highway Holiday pay, if worked. See ARTICLE THIRTY-THREE (33).

Section (d). No work shall be performed on the above-mentioned legal holidays without the permission of the Union. All work performed on the above-mentioned legal holidays shall be at double (2X) the straight time rates for the regular hours of the regular workday with straight time fringe benefits.

Section (e). Where a holiday falls on Sunday, it shall be observed on Monday.

Section (f). Holiday Pay, report in time, overtime and waiting time require payment of fringe benefits.

Section (g). When a Signatory Contractor is signed to a project with a Project Labor Agreement (PLA), such holidays in the PLA will supersede the local CBA.

DISCHARGE NOTICE **ARTICLE FIFTEEN**

Section (a). Employees shall upon discharge, receive one (1) hour notice with wages and benefits for the purpose of collecting his/her tools. It is understood that he/she shall remain on the job to the normal quitting time. If discharged at the end of the regular hours of work, he/she shall receive one (1) hour pay at the straight time rates and benefits in lieu of notice. Upon discharge, he/she shall be paid in full.

Section (b). Any Employee who does not receive his/her wages in full upon discharge or before quitting time shall be paid waiting time at straight time rate, including benefits, for each hour of waiting until he/she is paid in full including the waiting time hours, not to exceed two (2) days' pay for waiting time.

APPRENTICES **ARTICLE SIXTEEN**

Section (a). An Employer who employs one (1) Journeyman may employ one (1) Apprentice. For each additional three (3) Journeymen the Employer may employ one (1) additional Apprentice or as State Law permits.

Section (b). The Employer agrees that it shall make appropriate contributions as set forth in its Collective Bargaining Agreement with the Union in the amount set forth in this Agreement. 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 North Atlantic States 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 five (5) business days prior thereto.

Section (c). The Employer agrees to be bound and shall comply with Agreements, Declarations of Trust, Plans or other relevant documents with respect to the North Atlantic States Carpenters Training Fund.

Section (d). The Employer agrees that it will make every effort to have an Apprentice work at least fifty percent (50%) of his/her time employed with the tools of the trade to ensure that they are receiving the proper education and knowledge to be a well-rounded Carpenter.

Section (e). For Apprentice wages and benefits, see Addendum A and/or B respectively.

FRINGE BENEFITS **ARTICLE SEVENTEEN**

Section (a). The Employer agrees that it shall make Fringe Benefit contributions to those Fringe Benefit funds designated by the Union, in the amounts set forth in this Agreement. It is recognized that these designations of the specific Fringe Benefit Funds to receive contributions may be changed during the term of this Agreement. In each instance, the Employer shall be bound by and shall comply with the Agreements, Declarations of Trust, Plans and/or 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. If 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.

Payment will be made at the designated Fund Office by Electronic Fund Transfer, payable to the North Atlantic States Carpenters Funds, or its legal successor. Such benefits and contributions to said Funds shall be made and paid by the Employer purchasing benefits covering all such required contributions. The failure of the Employer to comply with the requirement that weekly benefit purchases shall subject the Employer to those remedies available with respect to non-payment of wages. At the time of purchase of the benefits, the Employer shall furnish the Fund Office with a statement providing such information as required on forms supplied by the Fund Office. The information shall include, but not be limited to, payroll or similar records which contain the names of the Carpenters, the job project, the number of benefits purchased and the date of issuance. The failure by the Employer to fully supply this information shall constitute a material breach of the Agreement subject to those remedies available under this Agreement. It is understood that the Employer will treat the Vacation Fund and Political Action Committee Fund contributions as well as work assessments as wages so that all payroll taxes will be deducted from the gross total wages paid to the Carpenter and the full contribution, net of said payroll taxes, shall be remitted. The Welfare Fund does not provide New York State Disability benefits.

Section (b). Effective January 1, 2023, each Employer shall make all Fund contributions and working dues deductions utilizing the Funds' electronic benefit program. The electronic benefit program to be utilized by the Funds will provide for the payment of benefits by Employers for each hour due to the Funds under this Agreement and dues deductions as provided for in ARTICLE EIGHTEEN (18). All Employers will be required to remit all benefit contributions to the Funds using the Fund Office's I-Remit program, or any successor electronic benefit program utilized by the Funds.

The Funds have established the North Atlantic States Carpenters Central Collection Agency (NASCCA) whose purpose is to perform the collection, auditing, and related activities for the Funds. The NASCCA is directed equally by Union and Employer Trustees.

Section (c). Failure on the part of the Employer to make the required contributions, by the end of the following payroll week in which the hours are worked, shall make the Employer liable for all contributions due, all collection costs including auditing and attorney fees and twenty percent (20%) of the total due each Fund as liquidated damages, plus interest. The Employer agrees to comply with the collections policy enacted by the governing body of the designated recipient.

Section (d). Any Employer who is or becomes delinquent shall be required to post a "Surety Bond" in the amount of one hundred thousand dollars (\$100,000) in such amounts as to secure all future payments to the wages and benefits. This shall apply to all Association and Non-Association members alike.

Section (e). Notwithstanding no strike provisions of this Agreement or the existence of the grievance and arbitration procedure, the Union shall have the right to remove Employees from the employ of an Employer who is thirty (30) working days or more delinquent in the payment of contributions to the Funds. The Union shall not be obligated to return Employees to work unless and until all delinquencies have been made as required.

Section (f). Where such action is necessary as a result of the delinquency of any Employer in the payment of wages or fringe benefits as set forth in this Agreement, such delinquent Employer shall be required to pay the Employees' wages and fringes for each day not to exceed three (3) days prior to returning to employment for such Employer.

Section (g). The Trustees of the Funds shall have the authority to audit the payroll of a contributing Employer to determine the accuracy of reports submitted to the respective Funds. In addition, the Trustees shall be authorized to audit the reports of a contributing Employer who may be more than twenty-one (21) days delinquent in its reports. The cost of the audit is to be paid by the delinquent Employer.

Section (h). A seven (7) day notice to the delinquent Employer of the proposed audit shall be deemed enough notice. Such notice shall direct the Employers to have its books and records available to the auditor.

Section (i). The Union retains the exclusive right to allocate, or to reallocate, at any time, all wages and contributions to those Fringe Benefit Funds determined by the Executive Secretary-Treasurer.

Section (j). On request, each Employer and/or Union shall receive a copy of the Funds annual reports.

Section (k). Weekly Contributions.

Section (l). Throughout the life of this Agreement the Council will periodically provide the Association and/or Employers with rate sheets providing for the allocation of benefits to its Employees, which will be posted in July and January as required in accordance with the NYS DOL. The Employer is solely responsible for providing its Employees with the correct benefits. It is understood and agreed that the following provisions shall apply to each of the jointly administered funds, North Atlantic States Carpenters Health Benefits Fund, North Atlantic States Carpenters Pension Fund, North Atlantic States Carpenters Training Fund, North Atlantic States Carpenters Annuity Fund and the North Atlantic States Carpenters Labor Management Program or its successor funds.

Section (m). The phrase "Employees covered by this Agreement" shall be deemed to include full time Employees of the Union. For the purpose computing payments to each of the funds, all hours shall be figured at straight time rates.

Section (n). All Employers shall be responsible for payment of all amounts due the "Benefit Funds" of its Sub-Contractors after receipt by the Employer of notice from the Union that such Sub-Contractors have been delinquent in payment of Benefit Fund contributions for seven (7) days from the due date.

INDUSTRY ADVANCEMENT FUND ARTICLE EIGHTEEN

Section (a). The Employer agrees that it will make Industry Advancement contributions in the amount set forth in this Agreement to the Association Industry Advancement Program for the purpose of meeting all costs to the Association in promoting the construction industry and conducting labor relations and all matters and problems incidental thereto, on an industry-wide basis in the geographical area covered by this Agreement as herein before specified in ARTICLE ONE (1), Section (a).

Section (b). No part of the funds shall be used for the purpose of paying attorneys for negotiations with the Union, filing, or prosecuting unfair labor practice charges, or for the filing or prosecution of any legal actions against the Union.

Section (c). Specifically excluded for the purposes of the Industry Advancement Program is the right to the use of its funds for lobbying in support of anti-labor legislation and/or to subsidize Contractors or Labor during a period or periods of work stoppages, strikes, or lockouts

Section (d). The Union shall not be held responsible for the collection or in any other manner for the contributions due to the Industry Advancement Fund.

DUES CHECK OFF ARTICLE NINETEEN

Section (a). Check-Off. The Employer will check off and remit to the Union, work dues for all Employees who have executed (signed by the Employee) and furnished to the Employer a payroll deduction authorization form. The Union will supply the subsequently duly authorized amount from the total wages and vacation hourly package of all Employees who sign a duly authorized and signed payroll deduction authorization form. The Employer will remit said deductions to the designated Fund Office.

Section (b). Indemnification. The Union will indemnify and hold the Employer harmless against any and all claims, demands, or other forms of liability which may arise out of, or by reason of any action taken, or not taken, by the Employer at the request of the Union, in accordance with the provisions of this Article.

Section (c). Deductions. Deductions shall be made only for those Employees who have voluntarily submitted the Employer with written authorization. The written authorization will be delivered to the Employer before any payroll deductions are made. Any authorizations for check-off, of Union work dues that are incomplete or in error, will be returned to the Union by the Employer.

Section (d). The Working Dues Check-Off remittance shall be made weekly in which the hours were worked. The remittance shall be forwarded to the designated Fund Office. Authorization cards for each member shall be held on file at the Local Union office.

INSURANCE ARTICLE TWENTY

Section (a). The Employer shall furnish and post proof of Workers' Compensation, Disability Benefits Insurance, and meet all other requirements as prescribed by Federal and State laws.

Section (b). The Union and the Association/Employer agree to consider implementation of a Workers' Compensation ADR (Alternative Dispute Resolution) Program.

Section (c). Prior to commencing any work, the Contractor shall carry all required Worker's Compensation Insurance covering all Carpenters with an insurance carrier licensed or authorized to do business in the State of New York. The Contractor shall, at his/her own expense, cover Carpenters under the Disability Benefits Law of the State of New York effective immediately upon the commencement of work. The Contractor shall make all Social Security payments and all New York State Unemployment Insurance payments for all Carpenters. The contractor shall carry all protective insurance and shall make any and all social benefits payments covering the Carpenters which he is required to carry or to make under any federal, state, municipal or local law, rule, or ordinance. Upon signing an Agreement with the Union or the Association or upon request by

the Union the Contractor must provide proof with a copy of Workers' Compensation Coverage form C105.2, Disability Coverage form DB120, NYS Unemployment Insurance and Federal Withholding Tax Numbers or an equivalent accepted by the Union.

STEWARD **ARTICLE TWENTY-ONE**

Section (a).

1. The General Contractor, as an Employer, recognizes the right of the Union to appoint one of its members to act as Steward on the General Contractor's payroll, immediately upon the commencement of any carpentry activity on the job by the General Contractor or any Sub-contractors which are covered under this agreement. When the General Contractor does not employ any Carpenters on the site, the General Contractor recognizes the right of the Union to appoint one of its members as Steward on a sub-contractor's payroll immediately upon the commencement of any activity on the job.
2. The Union shall appoint a working Steward. The Union shall advise the Employer, or his/her representative, of the designation. The Steward shall be employed whenever any work covered by this Agreement is being done on the job on which he/she is the Steward, provided he/she is qualified to do such work. He/she shall be included among the Journeymen who may be required to work overtime

Section (b). The Steward shall be allowed a reasonable length of time to perform his/her duties.

Section (c). The General Contractor shall assist the Union in obtaining work for the Steward with a Sub-contractor when the General Contractor has no Employees employed on the job.

Section (d). The Steward shall not be laid off, transferred, or discharged without prior mutual agreement of both parties.

Section (e). The Steward, if unjustly laid off, a grievance will be filed, and the Steward will be made whole for all time lost if the layoff was unjust.

Section (g). When the employer is dissatisfied with the conduct of the Steward, he/she shall notify the Union of his/her dissatisfaction and it shall be the duty of the Union to take corrective action.

Section (h). The Steward shall be notified when any hiring, firing or lay-off is contemplated.

Section (i). Stewards on Heavy and Highway construction are guaranteed a daily's day pay regardless of the weather.

Section (j). The Steward shall have the right to check all Employees' due cards and paychecks, on a weekly basis, to verify proper wages and benefits, vouchers and UBC membership status.

MOBILITY **ARTICLE TWENTY-TWO**

Section (a). The first person on the job shall be the Steward assigned by the Union. The second man on the job shall be the Employer's Foreman, provided the Foreman's employment with the Employer originated in the Council's geographic jurisdiction, (or otherwise he would be matched, but not by a Steward). If the Contractor is a member of an Association, the first person on the job shall be the Employer's Foreman, provided the Foreman's employment with the Employer originated in the Council's geographic jurisdiction, (or otherwise he would be matched, but not by a Steward). The second man on the job shall be the Steward assigned by the Union.

Section (b). The Employer shall have the right to assign the balance of the workforce from among its existing Employees so long as the Journeyman's employment with the Employer originated in the Council's geographic jurisdiction. If the Employer assigns a Journeyman whose employment with the Employer did not originate in the Council's geographic jurisdiction, the Union will have the right to match as per the current Agreement of a fifty/fifty (50/50) ratio.

Section (c). If it is determined by the Union and Associations that the Employer has violated the provisions of this Agreement (for example, not reporting jobs, failure to pay proper wages and benefits), and the Union has informed the Association in writing of the violation that has occurred, the employer shall lose the mobility of manpower privileges for a period of twelve

(12) months. The Employer shall have access to the grievance procedure within ARTICLE FIVE (5) of this agreement to contest any alleged violation.

SAFETY REQUIREMENTS ARTICLE TWENTY-THREE

The Employer shall comply with provisions of O.S.H.A. and Industrial Code Rule 23, issued by the State of New York, Department of Labor, regarding the safety and protection of persons employed in construction and demolition work and other applicable New York State Department of Labor Safety Requirements. Violations of accepted or mandated safety procedures shall be cause for immediate discharge. Use of alcohol or narcotics during the regular workday shall be cause for immediate dismissal.

DRUG AND ALCOHOL POLICY ARTICLE TWENTY-FOUR

Section (a). Labor and Management are committed to providing Employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of Employees and to promote a productive workplace and protect the reputation of Labor and Management and the Employees.

Section (b). Consistent with these goals, the Employer prohibits the use, manufacture, possession, distribution, or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of Labor and Management.

Section (c).

1. If the Owner or Employer requires a blood test or urinalysis for drug and alcohol testing, such tests shall be performed on company time and paid by the Employer. The Employer has the right to terminate the employment of any Employee testing positive.
2. The Employee has the right to have a second test taken on his/her own time and at his/her own expense within twenty-four (24) hours of receiving the results of the first test. If the second test proves negative, the Employer will reinstate the Employee or require a third test.
3. If a third test is required it shall be taken on the Employees time within twenty-four (24) hours of receiving the results of the second test. The Employer shall pay the expense of such testing. If the last two tests prove negative, the Employee shall be reinstated.

Section (d). Any Drug and Alcohol Pre-hire Policy must be mutually agreed upon by the Union and Employer prior to the implementation of said policy. Any Carpenter that commences Pre-hire testing shall be considered an Employee and shall be paid in accordance with the provisions of this Agreement. The Union and Employer will make every effort within reason to negotiate a fair and equitable solution providing it protects the Employee and Employer from unreasonable conditions.

TOXIC AND HAZARDOUS MATERIALS ARTICLE TWENTY-FIVE

Section (a) Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material shall be trained and certified to perform such work, and wear all protective equipment mandated by New York State or Federal Regulations or required by the Employer as a safety precaution. Protective equipment subject to this provision shall include but is not limited to asbestos suits, face masks and special breathing equipment.

Section (b). The Employer shall provide all required hazardous material protective equipment.

Section (c). When showers, x-rays or change to asbestos suits are required, provisions shall be made for the appropriate facilities. All showers, x-rays, and changes to asbestos suits, when required, shall be performed during working hours, or paid at the applicable overtime rate.

CONSTRUCTION MANAGER LANGUAGE

ARTICLE TWENTY-SIX

Section (a). Whenever any Signatory Contractor performs work as a Management Consultant, Construction Manager, Developer, Owner/Builder, or solicits bids from sub-contractors, considers proposals submitted by Sub-contractors or coordinates work performed by Sub-contractors, it shall be deemed to be a General Contractor, subject to the terms and conditions of this Agreement, with respect to all jobsite work, including, but not limited to, assuring that all work covered by this Agreement is performed by Contractors that are parties to a collective bargaining agreement with the Union, provided, however, this provision shall not apply to, 1) any affiliated development company or entity that does not manage and/or coordinate the construction contracts or construction work and that does not participate in the selection of Sub-contractors or 2) any Signatory Contractor acting as a construction manager overseeing a public works project, where a bid awarded to a non-Signatory Contractor as the lowest responsible bidder is outside of the control of the Construction Manager and is otherwise required by law. The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide information relating to whether it manages and/or coordinates contracts or construction work or the selection of Sub-contractors and/or whether work has been awarded to the lowest responsible bidder on a public works project. This article can be waived by the Union, which consent cannot be reasonably denied.

SUB-CONTRACTING

ARTICLE TWENTY-SEVEN

Section (a). This Agreement shall bind the parties hereto and any and all Sub-contractors employed by the Contractor and any contract entered into with any Sub-contractor shall contain a stipulation binding said Sub-contractor to the conditions and covenants of this Agreement. The Contractor shall be responsible for any claims against any of its Sub-contractors relating to wages and contributions due to the Welfare, Pension, Vacation, Annuity, Labor-Management Cooperation and the Apprentice Training Committee Trust Funds or other Fringe Benefit Funds enumerated herein. Every Employer party to this Agreement shall notify the Council of the awarding of any contract on which Carpenter works is to be performed, whether by the Contractor or its Sub-contractor. Said notice shall include location of the job and the name and address of the Contractor or Sub-contractor involved. To the extent permitted by law, failure to comply with this section shall be a breach of the Agreement and shall authorize the Union to remove its members from any job on which said Contractor or Sub-contractor is working until said notice is complied with. Said notice shall be within thirty (30) days of contract award and in any event no less than seventy-two (72) hours before the start of work.

Section (b). The Contractor bound to this Agreement agrees not to accept bids from or sublet any work to any General Contractor, Construction Manager, Project Manager, Builder, Site Manager, Broker, or other entities unless the said entity has a signed Agreement with the Union. This article can be waived by the Union, which consent cannot be reasonably denied. For purpose of this Agreement, the Contractor, etc., must agree that it is a Construction Employer within the meaning of the NLRA (National Labor Relations Act).

Section (c). A Contractor acting in the capacity of a Construction Manager agrees that it or any of its Sub-contractors will not contract or Sub-contract carpentry work to be done at the site of construction, alteration or repair of the building, or structure, except to a person, firm, or corporation party to a current labor agreement with the Union.

Section (d). A Contractor acting in the capacity of a General Contractor, Construction Manager, Prime Contractor, Builder or Owner shall furnish the names of all Carpenter Sub-contractors to the Union in whose geographic jurisdiction the job is located, on forms supplied by the Union before Sub-contractors start work, when requested by the Union.

Section (e). It is agreed that the word "Contractor" or "Employer", as used herein, means not only a Contractor or Employer which is Signatory hereto, but also means and shall include any other firm (whether a Corporation, Partnership, Joint Venture, Limited Liability Company, or other business entity) engaged in the construction and/or Carpentry industry in which an Officer, a Partner, Principal Stockholder, Member or Sole Proprietor of the Signatory Contractor or Employer hereto is also an officer, a Principal Stockholder, Partner or Single Proprietor of such other firm and has a significant degree of control of such other firm where the intent or effect or consequence of such association undermines terms and obligations of the Signatory Contractor to this Agreement. Management consultants, Construction Managers, developers, and Owners/Builders having construction site responsibility will also be considered as "Contractors" or "Employers" for the purpose of this Article and this Agreement. Further, any person or entity performing any of the following services will be considered an Employer: The solicitation of bids from Sub-contractors; the consideration of proposals submitted by Sub-contractors; the coordination of work performed by Sub-contractors; and the supervision of the construction project.

Section (f). The General Contractor shall be responsible for collecting the pay for the Carpenter Job Steward, if any work is performed by the Sub-contractor who performs work without reporting same to the Union before starting the job.

Section (g). If, as a result of violations of this Article, the Council and/or the Trustees of the Funds shall have discretion to institute a court action to enforce any right hereunder, the loser shall pay all costs of such action, including attorney's fees.

LABOR MANAGEMENT CONTRACT SECURITY ARTICLE TWENTY-EIGHT

Beginning June 1, 1994, if and when the Employer shall perform any work of the type covered by this Agreement within the North Atlantic States Regional Council of Carpenters' jurisdiction area, under its own name or any other name, including a joint venture, wherein the Employer, either directly or indirectly has ownership, the terms and conditions of this Agreement shall be applicable to all such work.

LABOR MANAGEMENT COMMITTEE ARTICLE TWENTY-NINE

A Joint Labor/Management Committee "Joint Committee", consisting of three (3) Representatives appointed by the Associations signed to the Local 279 Agreement along with three (3) Representatives appointed by the Executive Secretary/Treasurer of the North Atlantic States Regional Council of Carpenters shall be formed to address contract issues and meet on a quarterly basis and, if necessary, at the call of one or more of the Joint Committee Representatives. The Joint Committee shall address jurisdictional issues that arise during the term of this Agreement.

MANAGEMENT RIGHTS ARTICLE THIRTY

Section (a). Except where specifically limited by this Agreement, the direction of Employees, the determination of Employee competency, the right to hire, transfer, promote, discharge, lay-off for lack of work and the scheduling of work are rights vested in the Employer.

Section (b). In the event that the Union grants more favorable terms and conditions than those specified in this Agreement to any Employer or Employers, unless approved by the Executive Director of the Association and the Union, then this Agreement may be modified, at the option of Employer, to incorporate such other more favorable terms and conditions.

Section (c). The Union shall retain an affirmative duty to notify Employer, or Employer's representative, of the existence of any different Collective Bargaining Agreements, unless so approved, then the one entered into by the Union herein, within seven (7) days of signing said Agreement.

SAVINGS CLAUSE ARTICLE THIRTY-ONE

It is mutually agreed that if the adoption of any State or Federal Legislation or Regulation, or a decree of a Court of Competent jurisdiction, conflicts with or is contrary to or has a direct bearing upon any of the provisions of this Agreement, negotiations will be opened to make the necessary adjustments in this Agreement, but negotiations will be confined to changes in existing laws and regulations. It is further mutually agreed that if any changes in New York State Labor Law 220 or Federal Davis-Bacon Prevailing Laws are adopted, which would cause a Signatory Employer to be less competitive than a Non-Signatory Employer, a wage and fringe re-opener can be requested. Both the Association and Union must agree that the Union Contractor is less competitive because of the above changes. Should any provision of this Agreement be declared invalid, such declaration shall not invalidate the remaining portions of this Agreement.

TRADE AUTONOMY

ARTICLE THIRTY-TWO

The Association recognizes that the Union claims the following work jurisdiction subject to local area practice. The work jurisdiction covered by this Agreement includes, but is not limited to: heavy-highway and bridge work, commercial and industrial construction work, recovery/recycling plants, all carpentry work related to residential home-building and housing construction work, the handling, milling, fashioning, joining, assembling, erecting and/or dismantling of materials for the purpose of reuse or storage such as wood, metal, plastic fiber, or of any substitute material or materials; the laying of all cork or composition flooring, rubber tile, mastic tile, cork tile, all backer board, (dens-shield or similar), linoleum; the application of all asphalt or fiberglass shingles, strip, roll roofing, roll formed canopy and roofing systems, including but not limited to spray on roofing or all asbestos (fiberglass) shingles, the erection and the dismantling of machinery, the rigging and erection and all carpentry involved in the completion of modular homes, the manufacture of all wood and substitute materials where the skill, knowledge and training of a Carpenter are required, either by the operation of machinery or hand tool; the unloading and handling of all materials including but not limited to: drywall, ceiling panels, and/or all materials associated with ceiling systems; the building and stripping of all floor and wall form systems, footing forms, setting anchor bolts, leveling, aligning and setting of pre-cast concrete pieces, the manufacture and/or production of all concrete pieces made by pre-casting, post-stressing or by pre-stressing; the erection, fitting, plumbing, leveling, aligning and/or setting of all windows and metal studding, the unloading, handling and installation of store fixtures, the unloading handling and placing of all refrigerated cases, fume hoods and/or boxes, the loading and setting of video lottery terminals and other gaming equipment, the installation of drapes, venetian blinds, shades, and all polyethylene, plastic laminate, Corian, solid phenolic, poly-marble H.D. dressing and toilet compartments, screens and dividers and any other similar material. (Included is the installation of wood framed solar panels or panels requiring wood bracing.)

The following trades and work performed by Employees in such categories constitute the exclusive work of the Carpenters covered by this Agreement:

1. Carpenters and Joiners, Drywall finishers, Reed and Rattan workers, Railroad Carpenter's, Ship Carpenters, Caulkers and Joiners, Tile, Marble and Terrazzo, Bench Hands, Cabinet Makers, Stair Builders, Floor Layers, Millwrights, Box Makers, Furniture Workers and assembly, Bridge, Dock and Wharf Carpenters, Shipwrights and Boat-Builders, Car-Builders, Saw Filers, Divers, Tenders and all workers engaged in operating wood-working machinery, the laying of all canvas roofs and decks, and all insulation workers, including asbestos removal, lead abatement and protection, and any and all additional work agreed upon between the parties, orally or in writing. Also included is the installation of electronic locking systems card or key operated, such as Inn-loc, Corbin Futura Lok, Intellis Schlage systems, Sargent Systems #45, (as examples).
2. Construction, erection, dismantling and stripping of all forms, concrete or otherwise, and in the building of runways, elevator shafts, water tanks, hoists, scaffolds, platforms and setting of bolts and all templates. The fabrication on the job site of all barricades, signs, highway and road dividers and the erection of same. The use of prefabricated concrete forms is prohibited, except for Universal forms. All work, except as specifically accepted in this Agreement, must be performed on the job site by Carpenters covered by this Agreement.
3. Setting, plumbing, and bracing of all steel and aluminum sash on open walls and wherever such sash is fastened to wood.
4. Welding is an adjunct to the trade. The welding torch, the electric welder, and any other type of welding instrument are tools of the trade. Goggles, gloves, and all protective clothing are supplied by the Contractor.
5. Instruments such as Total Station or equivalent, transit, level, theodolite, and laser when used as an instrument, piezometer when instrumented, and lithometers are used by Carpenters in the course of their work. The laying out of line and grade from points set in the immediate work area by the job surveyor for the purpose of performing carpentry work. There shall be no limitation of the Carpenters' use of any layout tool or instrument, which shall include any new advancements such as Robotic Layout Machine.
6. Where substitutes are utilized, replacing the materials normally used by Carpenters and requiring the skill and tools of carpenters, the same shall be handled, erected, placed and/or installed only by Carpenters. All powered tools or leads or any special tools shall be supplied by the Contractor hiring the Carpenter.

7. All work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation attachment or connection, including, but not limited to, the following items: all floor and ceiling systems, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, doors and windows, including frames, casing, molding, base, accessory trim items, Drivit, stowe, gypsum, drywall materials, drywall finishing, laminated gypsum systems, backing board, finish board, all fireproofing of beams, columns, chases, and wall systems including but not limited to spray on materials, rigid, sound, and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for fitting, air vents or other purposes and all other necessary or related work in connection therewith. All work includes layout with or without the use of a transit.

8. Timber Framing - Mass Timber Construction that utilizes CLT (Cross Laminated Timber), Glulam, LVL (Laminated Veneer Lumber), NTL (Nail Laminate Timber), LSL (Laminated Strand Lumber), SSMT (Single Strand Mass Timber or Wood) Post and Beam or any variant of the aforementioned.

9. The handing and installation of all wardrobe closets and lockers of any type.

10. Unloading and loading furniture and assembly is the work of Carpenters.

11. When concrete is being poured into forms, a Carpenter must always be employed at such location during such pouring.

12. Tunnel Work, Form building/bracing, shoring and all work pertaining to carpentry on tunnels, is the work of the Carpenter. Tunnel work, inside or outside, whether it be for underground power houses, generating plants, reactors, recovery and recycling plants, utilities, or similar facilities, is the work of the Carpenter.

13. The installation and erection of all bleachers and or seats and components thereof, in theaters, halls, churches, schools, banks, stadiums, open air theaters and other buildings.

14. The Installation of all bathrooms blocking and accessories.

15. The installation of laboratory equipment including cabinets, counter tops and work benches, bookcases, and cabinets, either separately or used in conjunction with heating and or air conditioning units, blackboards or equivalent, bulletin boards, meter boards and boards of all types.

16. The operation of winches and jacks whether operated manually or operated mechanically by portable operating devices used to handle material to be installed or erected by Carpenters and all tagging and signaling incidental to the trade.

17. All work in relation to the installation of Photovoltaic Energy Systems (Solar Panels), Wind Turbines and other forms of renewable energy to include the following: foundations, anchor bolts, supports, brackets, pans, racks, positioning motors, counterweights and supporting structures of any kind regardless of material or design. All rigging, setting prefabrication, fastening, welding, bolting in relation to these systems, whether built on land, flat roofs, pitched roofs or any other application. When systems are mounted on motorized frames designed to be directed towards sunlight, the motorized systems will be the work of the Millwright. Any changes in technology or materials that replaces an application that falls under Carpenter or Millwright jurisdiction shall be deemed the work of the Carpenter or Millwright.

18. The General Contractor in his awards to all Sub-contractors shall assign work according to trade and area practice. Carpenters shall erect all multi-trade scaffolding regardless of height. Assignment of pipe scaffolding, free standing scaffolds or any scaffolding shall be assigned as noted above. The General Contractor will be responsible for all scaffolding on the job site. It is expressly understood and agreed by the General Contractor that this clause cannot be superseded by any provision in any other Union agreement and the General Contractor agrees to be bound by area and trade practices, as well as any past or future agreements or decisions.

19. Lathing work is the jurisdiction of Carpenters Union Local 279. The work is defined as black channel, don bar, nail bar, hung with and described wire or rods, includes wire lath or any mesh or lath of composition materials, used to receive plaster,

cement or any substitute thereof, related in the past or future to the plastering industry but not limited thereto. Wire mesh and rod work (re-bar) shall be part of this category.

20. The work herein described, is covered by this Agreement regarding wages, fringe benefits, and working conditions and all enforcement procedures specified in this Agreement. These conditions do not limit the Carpenters from doing other work as so noted in this contract.

21. The installation of ceiling system components, regardless of material, shall include but is not limited to, clips Unistrut, Kindorf, wires, runners, channels, black iron, and similar materials will be cut and installed on site. It is mutually agreed between the parties that no violation of this contract exists, should Carpenters refuse to install this material if it comes on site pre-cut or pre-assembled.

22. The unloading, loading, uncrating, unwrapping, handling, distribution, placement, assembly, and installation of all materials, traditionally and historically related to the work of the Carpenter shall be the work of the Carpenter.

23. Any and all work related to clean-room work including the following: dismantling of clean-room wall panels, track, and door units; removal of HEPA and UPLA filter units, sheet metal plenum dividers, and ceiling grids; Unistrut supports, access flooring, and sheet rock walls within the clean zone; sheet metal and aluminum wall panels below the access floor, between the floor and ceiling system, and above the ceiling system to the deck; all doors, frames hardware, and glazing; all ceiling grid system components, including primary hangs of Unistrut, welded grid frames, fluid seals, filter units, and all components inherent to the ceiling system; access flooring, vinyl tile flooring, and carpet, and all cleaning in the lab will be done by trained carpenters knowledgeable of the system being serviced.

HEAVY HIGHWAY ARTICLE THIRTY-THREE

1. Carpenters and Piledrivers engaged in Heavy and Highway work, or work on powerplants, disposal plants, recovery, recycling, hi-lines, sub-stations, dams, reservoirs, filtration plants, parking structures attached or stand alone and similar installations who are employed during the five (5) work days immediately preceding a holiday or during the five (5) work days immediately following the holiday, shall be paid for such holiday at regular rates, including benefits, regardless of the day of the week on which the said holiday falls, in addition to the wages earned by the Employee during such week as a result of their labor. When Carpenters are required to work on such holidays, and when permission to do so has been secured from the Union, the following holidays shall be paid with fringes as follows if worked. New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day shall be paid at the triple (3X) time rate and straight time fringes. President's Day if worked, shall be paid at the double (2X) time rate and straight time fringes. No work shall be performed on Labor Day.

2. PILEDRIVER

Section (a). The geographic jurisdiction of the Piledriver shall be Dutchess, Columbia, Ulster, Orange, and Sullivan counties.

Section (b). Crew Sizes:

1. In the installation of bearing piles, there shall be a crew of not less than four (4) Piledrivers and a Foreman.
2. On the driving of sheet piling, there shall be a crew of not less than four (4) Piledrivers and a Foreman.
3. On the pulling and/or extracting of sheet piling or any other types of piles, there shall be a crew of not less than four (4) Piledrivers and a Foreman.
4. Skid rigs and roller rigs shall have a crew of not less than five (5) Piledrivers and a Foreman.
5. On floating derricks used for driving of piles there shall be a crew of not less than five (5) Piledrivers and a Foreman.
6. A worker employed primarily as a welder shall be in addition to the crew as provided in Section (b), (1-5).
7. In clamshell work, where obstruction exists to the driving of piles, or where the crane is working over Piledrivers, a Piledriver shall be used as a Signalman and Tagline man.
8. It is agreed, however, that if the Employer or Union feel that either more or less Piledrivers are required for the work to be performed, then this matter shall be resolved between the Employer and Union, by mutual consent.

9. Pile load testing equipment shall be erected, operated, maintained, and dismantled by Piledrivers.

3. DIVERS

When the services of Divers are required, the Divers and Tenders shall work under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America. The geographic jurisdiction of the Divers and Tenders shall be Dutchess, Columbia, Ulster, Orange, and Sullivan counties.

The minimum crew size required for both self-contained underwater breathing apparatus (SCUBA) diving and surface-supplied air diving shall be a three (3) member crew. The crew shall consist of the following:

1. Commercial SCUBA diving crews shall consist of a designated person-in-charge (DPIC) who will tend the line, a Stand-by Diver, and a Line Tended Diver. The Stand-by Diver may be the DPIC if the tender is qualified to take over the duties of the DPIC if the DPIC must go into the water.
2. Commercial surface-supplied air diving crews shall consist of a DPIC, a tender, and a continuously Tended Diver. Dives below ninety-nine (99) feet (three (3) atmospheres) shall require a fourth (4th) crewmember that shall be a Stand-by Diver. Also, based upon the requirements of O.S.H.A. standard 1910.421 (d), "Planning and Assessment", the hazard analysis/assessment of the dive may dictate the use of a Stand-by Diver even though not specifically required (e.g., underwater debris, suction, no free access to the surface, possibility of diver entanglement)
3. The diving rate(s) shall include the Divers' personal support gear, excluding his/her air. If a Diver furnishes his/her own air, and it meets all applicable standards, he/she shall negotiate a rental fee for such equipment with the Employer.

4. Daily Wage Rate (hourly ÷ 8)

Diver (wet)	\$400.00 plus applicable benefits for the area of work.
Diver (dry)	Journeyman wage & benefits per hour for applicable area.

FLOORING
ARTICLE THIRTY-FOUR
(NOTE: All terms and conditions of local agreement shall apply)

Section (a). The Employer agrees to recognize that this Agreement shall cover any and all methods for the installation and removal of the following: carpet, carpet tile, wall carpet, linoleum, wall linoleum, cork, matting, protective wall matting, cushioned wall covering, Lino-tile, rubber tile, tread-like tile, sheet vinyl, vinyl tile, and all other tiles, all resilient floor coverings, new or old, any related products customarily installed on any vertical, horizontal or any other surface: tile composed of marble or synthetic chips embedded in resin, needle punched, tufted grass or synthetic indoor/outdoor coverings, all athletic track and court materials, poured seamless flooring, rubber/vinyl, or similar type wall base, the cleaning of carpets, laying of all hardwood floors, nailed or mastic set, parquet and wood type tiles, and block floors, acrylic impregnated and radiated wood flooring, and all types of epoxy resin installations; engineered floors and other laminated floors, the sanding and finishing, game lining, striping, lettering, logo screening, and recoating of hardwood floors, the staining, dyeing, polishing and waxing of concrete floors, the preparation of all existing floor and wall surfaces whether pumped, poured or troweled or mechanical preparation, as required to prepare for finished floor or wall covering or in any other manner to correct cracks, roughness, indentations, unevenness, leveling, transitions and the like; and the fitting of edge strips on steps and at openings for the protection of all aforementioned floor, wall and ceiling coverings, Channel, stair nosing and carpet edge to receive electric tubing in conjunction with floor products, the cleaning and waxing and all types of temporary protective cover of all flooring required at the time of installation, the handling, lifting, stocking, unloading or moving of any flooring or floor wall, or ceiling covering materials on the job site, and all other work pertaining to installation of carpet, wood, resilient and similar type floor coverings. Self-leveling engineered cement and any other product for this application, use of shot blast machines to prep slabs, game lines and artwork applied on hardwood floors and all sanding and finishing, resilient terrazzo tile, removal of all flooring materials for installing new floors, including operation of all machinery for this purpose. The surfacing and resurfacing of sports floors and game courts (i.e., Basketball, Volleyball, Hockey, Tennis, Running Tracks, Multi-Use and Playground) to include the layout and application of gaming lines for interior and exterior applications. The use of applicators (associated equipment & accessories) to mix and/or spread the coatings of material. The preparation of the surface to receive these coatings (patching, sanding, washing).

Section (b) The jurisdiction covering the Floor Layer pertaining to this Agreement shall be the following counties:
For hardwood flooring – Westchester, Putnam, Rockland, Dutchess, Orange, Columbia, Ulster, Sullivan counties.
For all other aspects of flooring – Orange, Columbia, Ulster, and Sullivan counties.

MARKET OPPORTUNITY FUND/PROVISIONAL CARPENTER
ARTICLE THIRTY-FIVE

Contractors who are signatory to this Agreement may utilize the Market Opportunity Fund/Provisional Carpenter Addendum for the scope of projects defined therein. All terms and conditions of this Collective Bargaining Agreement shall apply, Notification of request must be at least seventy-two (72) hours prior to bid date. Forms are available upon request from the Local Union Office.

RESIDENTIAL
ARTICLE THIRTY-SIX

It is the intention of the parties that this Agreement be applied to residential construction work. Residential construction consists of those projects involving the construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) floors in height, town homes, row houses, single family homes, mobile homes, multi-family houses, apartment buildings of four (4) floors or less and assisted living facilities of four (4) floors or less. Excluding dormitories and student housing. Four (4) stories shall be above ground level and shall not include the buildings basement nor unfinished attic space). This Agreement shall also cover the receiving, fastening, and putting in place of all modular units when used for construction of the above referenced units, regardless of what material they are made of, such as wood, masonry, metal, or plastic. The residential wage rate will be at sixty-five percent (65%) of the applicable Commercial rate as set forth in this Agreement.

CONTRACTS
ARTICLE THIRTY-SEVEN

Section (a). No Employer who is a party to this Agreement may make a contract with a member or members of the Union covering labor only, nor may any member of the Union take such a contract.
Section (b). No Employer shall sublet, lease, piece or lump out carpentry labor or any part thereof, nor shall any Employee, represented by the Union, work for any Employer who takes labor contracts or pieces or lumps his work.

DURATION OF AGREEMENT
ARTICLE THIRTY-EIGHT

Agreement shall become effective on May 1, 2022, and shall remain in effect until April 30, 2027, and shall continue thereafter from year to year unless either party notifies the other party in writing not more than ninety (90) days nor less than sixty (60) days prior to April 30, 2027, or not more than ninety (90) days or less than sixty (60) days prior to any anniversary date thereafter that either party desires to modify this Agreement.

IN WITNESS THEREOF, the parties to this Agreement have caused these present to be signed and duly executed on the day and year so noted below.

Alan Seidman – Executive Director
Construction Contractors Association

John Cooney Jr. – Executive Director
Construction Industry Council of Westchester and Hudson Valley, Inc.
Masonry and Concrete Contractors Association

Matthew Pepe – Executive Director
Building Contractors Association of Westchester and Mid-Hudson Region

North Atlantic States Regional Council of Carpenters

Joseph Byrne – Executive Secretary Treasurer

William Banfield – Assistant Executive Secretary Treasurer

