

**AGREEMENT**

**between**

**THE CEMENT LEAGUE**

**and**

**THE DISTRICT COUNCIL OF NEW YORK  
CITY AND VICINITY OF THE UNITED  
BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, AFL-CIO**

**July 01, 2006 - June 30, 2011**

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**AGREEMENT** made and entered into this 1st day of July 2006 and effective as of July 1, 2006, between:

**THE CEMENT LEAGUE  
ON BEHALF OF ITS MEMBER FIRMS PARTY OF THE FIRST PART  
HEREIN REFERRED TO AS  
(THE "TRADE ASSOCIATION")**

and the

**DISTRICT COUNCIL OF NEW YORK CITY AND  
VICINITY OF THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA  
AFFILIATED WITH THE AFL-CIO, WASHINGTON, DC  
HEREIN REFERRED TO AS  
(THE "UNION" and/or THE "DISTRICT COUNCIL")**

The Parties, hereto agree as follows:

**ARTICLE I**

**Objectives**

To establish and maintain wages, hours and working conditions for the work covered by this Agreement in the territory to which it applies to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and employee, and to provide for the adjustment of disputes between trades and jurisdictional disputes.

## **ARTICLE II**

### **Association Authorization**

The parties acknowledge that the Trade Association, party to this agreement, has provided the Union with a list of its members who have designated the Trade Association as its bargaining agent, and who has agreed to be bound by the terms and conditions of this collective bargaining agreement prior to the commencement of the negotiations which have resulted in this agreement. The Trade Association acknowledges its representative status of its Employer members and any service on the Association shall constitute service on its Employer-members. All Employer-members who have given their assent to be bound to this agreement shall be bound during its entire term.

## **ARTICLE III**

### **Jurisdiction**

**Section 1.** As used in this agreement, the words CARPENTER FOREMEN, CARPENTER GENERAL FOREMEN, JOURNEYMAN, CARPENTER, JOURNEYMEN CARPENTERS, and JOURNEYMEN CARPENTER APPRENTICES, are understood to include all employees performing jobs referred to in **Section 2** below.

**Section 2.** The Employer desirous of employing Carpenters, Carpenter Apprentices, Hod Hoist Carpenters, Joiners, Millwrights,

Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers and Finishers, Carpet layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators, Casket and Coffin Makers, and all those engaged in the operation of wood-working or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing material on any of the above divisions or sub-divisions. Burning, welding, rigging, and the use of any and all instruments or tools for layout work, incidental to the trade.

(a) Drywall: 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, purpose or method or manner of their installation attachment or connection, including but not limited to the following items: all floor and ceiling runners, studs, stiffeners, cross bracing, fire-blocking resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, laminated gypsum systems backing board, finish board, fire-proofing of beams and columns, fire-proofing of chase, sound and thermal insulation materials, fixture attachments, including all layout work, preparation of all openings for lighting, air vents or other purposes and all other necessary or

related work in connection therewith.

(b) ACOUSTICAL CEILING SYSTEMS - Six (6) General Types:

1. Direct hung suspension system.
2. Attached concealed system without backing board.
3. Furring bar attached system.
4. Furring bar suspension system.
5. Indirect hung suspension system.
6. Metal ceilings, in accord with International Agreement of April 1, 1978 between Sheet Metal Workers International Association and United Brotherhood of Carpenters and Joiners of America.

(c) All work in connection with the installation and erection of all gypsum wallboard to receive a veneer coat of plaster or lath to receive traditional plaster if such materials are to be secured to nailable or screwable metal studs.

All work necessary for the installation of the above ceiling systems shall be installed according to the decision rendered by the National Joint Board for the Settlement of Jurisdictional Disputes on August 24, 1966.

(d) Metal Trim, Interviewers, Door Knockers and Mechanical Chimes, Constructing and securing of all boxes, wood and/or Metal Floor and Wall Penetrations in Reinforced Concrete Construction; Pre-fabricated Tile Panels, Fiberglass, Compositions, and/or any

other Wood substitute material; Wood and Metal Store Fronts, Building Entrances, Elevator Entrances, etc.; fabricate and install all pre-cast and pre-stressed concrete members used in all types of Building Construction; Fabricate and install Partitions (including landscape modular partitions), Dividers and Sliding Doors, constructed of Wood, Metal, Plastic, Composition and/or any other substitute material; Fabricate and install all Kalamein Work and Hollow Metal Work.

(e) The term "CARPENTER" and the term "JOINER" are synonymous, and in either case shall mean one who pre-fabs or constructs forms for footings or foundations of housing, buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural part of a house, building, or structure made of wood or any substitute such as plastics or composition material, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and dismantling of all forms. The fabrication, erecting and dismantling of all falsework, where power is used for the setting or dismantling of forms or any other material erected by Carpenters. All handling and signaling shall be done by Carpenters. The fabrication and/or setting of all templates including anchor bolts necessary for structural members or

machinery and the placing and/or leveling of these bolts is included. All shanties shall be assembled by Carpenters on the job whether they are built in place or they are knockdown shanties as long as it is within that Employers power to do so.

(f) Installing, erecting, removing and placing of building material, platforms and bucket hoisting equipment (generally known to the trade as Hod Hoists), and repairing of equipment consisting of cathodes, elevators, rails and all other parts made of wood, metal or any other substitute material and any other work and jurisdiction now in the possession of the Hod Hoist Carpenters, members of Local Union 1536, which is not in conflict with any other Union affiliated with the AFL-CIO.

(g) All work pertaining to Test Boring and Core Drilling under the jurisdiction of Local Union 1536.

(h) All framing in connection with the setting of metal columns, the setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making and setting of all forms used in concrete work.

(i) The installation of all moldings made of wood, metal, plastic composition, installing of runstrips for plumbers or other trades for cutting for pipes through floors, joists or partitions



composed entirely or in part of wood or other material erected by Carpenters.

(j) The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal or plastics or composition materials, fastening on all wooden, plastic or composition cleats to iron work or on other material; the erecting and installation of stran steel or similar material; cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers; setting and hanging of all sash, doors, inside and outside blinds, windows and other frames; erection or application of all wood, wood pulp, plastic, plaster transite or composition materials or any combination of any of the above with any material including combines or faced with metal regardless of the manner attached.

(k) Cutting and applying of all furring; making and fastening of wood brackets for metal ceilings and side walls; erecting of all wood furring for cornices and putting on all grounds for plaster and cement finish. The building and constructing of all derricks; the making of mortar boards, boxes and trestles, putting in needle uprights, all shoring of buildings, raising and moving buildings.

(l) The building, erecting and dismantling of scaffolding and staging; all free-standing scaffolds shall be in accordance with the Decision of Record on Scaffolds rendered on April 28, 1920.

(m) Fitting, installing and fastening of stops, beads and moldings in doors and windows; framing of all false work, derricks and hoists, travelers and all other lumber or material used in the building and construction industry; putting on all hardware; putting up of interior and exterior trim or finish of wood. The hanging, setting and installation of wood, metal, plastic or any other wood substitute material; all types of doors, sash, jambs, bucks, casings, moldings, chair rails, mantels, base or mop board; wainscoting, furniture, china closets, kitchen cabinets, wardrobes, and installation of bowling alleys.

(n) The manufacturing and erecting of cooling towers and roof tanks. The installation of wood, plastic, or metal awnings, door shelters, marquees and jalousies. The laying and finishing of all floors including wood, cork, asphalt, linoleum, vinyl, rubber or any other type of resilient floor or wall covering. The installation of rugs, carpets, draperies and curtains. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in its entirety.

(o) Building and erecting stairs, store, office, bank and other fixtures, shelving, racks whether of wood or other material; making and fitting of screens, putting on weather strips and caulking. The installation of laboratory equipment including cabinets and wood benches, book cases and cabinets, either

separately or used in conjunction with heating and/or air-conditioning units, blackboards, bulletin boards, meter-boards, and boards of all types.

(p) Manufacture of and erection of walk-in refrigeration boxes and all work in connection thereof shall be the work of the Carpenter.

(q) The installation of insulation material of all types, whether blown, nailed, or attached in other ways to walls, ceilings, and floors of new and existing buildings, shall be the work of the Carpenter.

(r) The handling of lumber, fixtures, trim or other materials erected by Carpenters. The erection of porcelain enameled panels and metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters, and other buildings; installing of wood, metal and plastic corner beads; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings, building and repairing coal pockets, breakers, washers, tipples; setting of forms for sidewalk, sidewalk lights, curb and gutters, all welding and burning incidental to carpentry.

(s) 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 members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade.

(t) Ribs required for centers may be cut in the shop, but all other parts for centers shall be cut on the job and all centers shall be assembled on the job. All concrete form work shall be under the supervision of the Carpenter Foreman.

(u) Stripping of all concrete forms shall be done as follows: Stripping of all columns, beam sides and beam bottoms, wall and footing forms of all types and construction, in fact, the stripping of all concrete forms on building construction; shall be performed with an equal number of Carpenters and laborers under the supervision of the Carpenter Foreman: (Stripping of Concrete Forms Agreement between the New York District Council of Carpenters and Cement and Concrete Workers District Council date May 21, 1956.)

(v) All layout work necessary to the Trade, and the use of any Level, Transit, Laser Beam, or any Optical Instrument required by the Carpenter for the completion of job or project.

(w) All protection work and safety work under the carpenters' jurisdiction on road work, all rail work, on any building etc..., heavy construction or alterations, must be performed by Carpenters employed by the General Contractor, Prime Contractor, Builder or Sub-Contractor so assigned by the General Contractor, Prime

Contractor or Builder.

(x) All perimeter protection work including the installation and maintenance of horizontal and vertical safety nets shall be the work of the Carpenter in its entirety.

(y) The setting of all curbing inside the property line. The installation of hardware for draperies and blinds. The installation of metal windows, pursuant to the terms of an international agreement between the Brotherhood of Carpenters and the Ornamental Iron Workers Union, dated June 1, 1987.

No work normally built by Carpenters on the job will be fabricated off the job with anyone other than Union Carpenters being paid the rate of wages and benefits provided herein.

(z) The construction and/or installation of all asbestos decontamination units (equipment room, shower room and clean room). The construction of all framed partitions relating to protection in asbestos removal and the erection of all scaffolding. The containment of all abated substances when materials are used that are traditionally used by Carpenters.

**Section 3.** Every Employer bound by this Agreement, recognizes the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America. Both sides are bound by the decisions of the New York Plan for the Settlement of Jurisdictional Disputes and of the National Joint Board for the Settlement of Jurisdictional

Disputes and any successor body authorized by the United Brotherhood of Carpenters and Joiners of America and the Employer Association to resolve jurisdictional disputes issued prior to the effective date of the agreement subject to any appeals now pending. The Employer agrees to assign work in accord with the aforesaid jurisdictional claim, subject to their consistency with decisions of the New York Plan, National Joint Board or other appropriate body.

**Section 4.** The handling, unpacking, distributing and hoisting of materials to be installed and/or erected by employees covered by the agreement can be done by apprentices.

Work not covered by this agreement:

- (a) Carrying and hoisting of lumber for concrete work.
- (b) Hanging joists with steel wires from steel beams  
which set as carrying members on concrete form work.

**Section 5.** No Employer bound by this Agreement will sublet to another Employer, on a lump-sum basis, the safety protection of openings and stairways. This does not include the planking or other protection of openings in concrete arches during the form stage work, until the time of stripping; nor does it include a restriction on the subletting of sidewalk bridge construction or maintenance. Nothing in this Agreement will forbid the Employer having an agreement with the District Council of New York City and

Vicinity from hiring on his payroll on a temporary basis, Carpenters who may be performing work for other Employers on the same jobsite, or to perform protection work on time-and-material basis.

**Section 6.** When the Employer desires to engage in Millwright work within the jurisdiction of Millwright and Machinery Erectors Local Union 740, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of the Employer engaged in such work.

**Section 7.** When the Employer desires to engage in work within the jurisdiction of Dockbuilders, Pier Carpenters, Shorers, House Movers, Pile Drivers, Divers, Tenders and Foundation and Marine Constructors, Local Union No. 1456 of Greater New York, New Jersey and Vicinity, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of Employers engaged in such work.

**Section 8.** When the Employer desires to engage in work within the jurisdiction of Timberman, Hod Hoist Carpenters, Core Drillers Local Union 1536, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of Employer engaged in such work.

**Section 9.** When the Employer desires to engage in resilient floor covering work within the trade Jurisdiction of the Resilient

Floor Coverers Local Union No. 2287, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of Employers engaged in such work.

**Section 10.** When the Employer desires to engage in manufacturing custom fixtures and mill-cabinet products, within the jurisdiction of Local 2090, then it shall be governed by the appropriate agreement signed between the District Council and the Association of Employers engaged in such work.

#### **ARTICLE IV**

##### **Union Recognition**

**Section 1.** The "Principles" listed in this **Article** are intended for the general betterment of the Construction Industry and especially as affecting the parties of this Agreement. If, in their enforcement, any confusion or misunderstanding arises as to their meaning or interpretation, such differences shall be settled as provided for in **Article XIII** of this Agreement.

**Section 2.** The Employer recognizes the Union as the exclusive bargaining representative for all the employees referred to in **Article III** above.

**Section 3.** No person representing the Union, except its Business Manager, Business Representatives, Assistant Business Representatives, Executive Officers, Assistants to the President,



and on-site Job Steward shall have the right to interview the workmen during business hours. These Union Representatives shall comply with all general conditions of the job regarding passes, entrance to be used, etc.

## **ARTICLE V**

### **Union Security**

**Section 1.** All employees who are members of the Union at the time of signing of this Agreement shall continue membership in the Union. All other employees must become members of the Union on after seven (7) days following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in good standing in the Union as a condition of continued employment. If the provisions for Union Security clauses are modified by Congress during the terms of this Agreement, this clause will automatically become modified to conform to such change(s).

**Section 2.** The Union or its representatives shall not discriminate against a foreman or workers. Maintenance of Union membership shall be evidenced by the current working card which shall indicate the current dues have been paid to the Union.

**Section 3.** All employees covered by this Agreement shall have the privilege of working for whomever they see fit, in accordance

with the terms of this Agreement, and the Employer is to be at liberty to employ or discharge whomsoever it sees fit, in accordance with the terms of the agreement.

**Section 4.** Employees covered by this Agreement shall not refuse to work with persons who, after seven (7) days' employment, have complied with the Union Security provisions of this Agreement. However, employees covered by this agreement are not required to work with persons who do not comply with the Union Security provisions of this agreement. It is understood that additional mechanics secured by the Employer shall be eligible for and shall comply with requirements of Union membership set forth herein.

## **ARTICLE VI**

### **General Foreman - Foreman**

#### **Hiring Schedule**

**Section 1.** The General Foreman and Foreman shall be the agents of the Employer. The right to hire and discharge employees rests with the authorized representatives of the Employer. If the Union prefers charges against the General Foreman or Foreman as such, they shall file a copy of such charges against them per **Article XIII.**

**Section 2.** The first Carpenter on the jobsite shall be referred by the Union. The second Carpenter shall be the

Employer's selection. The balance shall be fifty (50%) percent from the Union and fifty (50%) percent from the Employer. The Union will cooperate, in order to meet all legal requirements, and furnish qualified Carpenters when requested. A working Job Steward on each shift shall be appointed by the Union. All jobs regardless of what type of agreement they work under shall have a New York District Council of Carpenters certified Shop Steward.

(a). When four (4) or more Carpenters are employed, one (1) shall be the Foreman. The Employer at its sole discretion, may designate a second foreman, who, shall be from the local Union in which jurisdiction the job is located.

When five (5) or more Carpenter Foremen are employed, there will be one (1) General Foreman designated by the Employer.

(b) Nothing in this **Section** shall restrict an Employer's right to discharge any Carpenter for good cause. If the person so discharged was obtained from the District Council, the replacement must be obtained from the same source in order to maintain the fifty-fifty ratio of employment.

(c) When an Employer requests the Local Union to send members to a job, the Local Union shall cooperate by sending only such as are experienced in the specific type of carpentry work being done on the said job by that Employer. If the Local Union is unable to supply suitable personnel, the District Council shall do so.

(d) The apprentice ratio within this collective bargaining agreement shall be two (2) apprentices to every five (5) journeyman and one of those apprentices must be a third or fourth year apprentice referred from the out-of-work list by the District Council when possible.

All apprentices must work with a journeyman when possible, while employed on a regular basis.

## **ARTICLE VII**

### **Job Referral System**

**Section 1.** The Union shall establish and maintain an open employment list for the employment of competent workers.

**Section 2.** Applicants for referral through the Union must register with the Union. Applicants who have successfully completed the full Apprenticeship Program shall be presumed to have the necessary skill and experience. Whether other applicants are possessed of the necessary skill shall be determined by the Employer, subject to appeal, pursuant to **Article XIII** of this Agreement.

**Section 3.** In selecting applicants from the referral list, the Union shall use the following criteria:

- (a) Requests from Employers for specific workmen; and
- (b) Experience in performing the particular type of work to

be done.

(C) The parties agree that if a certified carpenter is on the Out- of - Work List when a request for a particular carpenter is made, the certified carpenter will have preference and get sent to work first.

Carpenters will be hired by the job referral list at the District Council. The 50/50 rule will be enforced and the Contractor can hire whom he wants on his fifty (50%) percent ratio. The other fifty (50%) percent will come from the job referral list

**Section 4.** The Employer shall retain the right to reject any job applicant referred by the Union. In the event of such rejection, the Employer shall notify the Union. The Union shall then refer other applicants to the Employer until the required number of applicants are obtained.

## **ARTICLE VIII**

### **Lumping Prohibited**

**Section 1.** The parties hereto agree to the elimination of lumping (the subcontracting of labor without material). The Subcontractor must furnish both labor and material complete under one contract; this also applies to wood flooring, it being agreed, however, that contracting for the installation of antique flooring

or the surfacing of old floors shall not be classified as lumping.

**Section 2.** The Employer, General Contractors, Prime Contractors, builders, or Subcontractors agree that it will not subcontract any work covered under this Agreement to any one in order to circumvent the payment of wages, fringe benefits, and working conditions provided herein.

## **ARTICLE IX**

### **Geographical Jurisdiction**

This Agreement shall cover work performed by Carpenter employees within the territorial jurisdiction of the District Council of New York City and Vicinity, which is as follows:

All of the five (5) Boroughs of the City of New York, all of the Islands in and all the waters of the adjacent Harbors, Rivers and Bays, and that portion of Long Island bounded by a line beginning at the intersection of the City Line and the North Shore of Long Island, then running southerly to the Southern State Parkway, then East to Seaford Creek in Nassau County, then South to the Atlantic Ocean, then West to the Southern tip of the Borough of Richmond, then North on Arthur Kill to Kill Van Kull, then East to Upper New York Bay, then North to the North River and Hudson River, then East to New York City Line then continue East on the New York City Line to Long Island Sound, then South to the intersection of

the City Line and the North Shore of Long Island, all within the State of New York.

## **ARTICLE X**

### **Joint Venture**

**Section 1.** The Employer stipulates that any of its subsidiaries or joint ventures to which it may be party when such subsidiaries or joint ventures engage in building construction work, shall be bound by the terms of this Agreement.

**Section 2.** When the Employer enters into a joint venture with an Employer who is not bound by this Agreement, then said joint ventures must either be bound through their respective Trade Associations, or it must sign an agreement with the District Council of New York City before it can employ any of its members.

**Section 3.** This Agreement shall be binding on the Employer, its successors and/or assigns, as well as any firm, be it corporation, partnership or joint venture which the Employer, in which its successors or assigns has or acquires a financial interest.

## ARTICLE XI

### Hours - Holidays - Overtime

**Section 1.** The intent is to maintain the seven (7) hour work day, thirty five hour work week. During the term of this Agreement the work day may be increased to eight (8) hours work at straight time pay hours and a forty (40) hour work week at straight time pay to attempt to provide additional work hours for the employee members and the signatory Contractor to manage its project and provide increased work opportunities. Overtime hours Monday through Friday shall be paid at time and one-half (1½). Saturday pay shall be at the time and one-half (1½) rate. The Employer is expected to establish and maintain a reasonable work week schedule allowing for unusual jobsite conditions. Other than an emergency, notice of all overtime work should be given to the Carpenters before noon if possible. Carpenters will never be penalized for refusing to work overtime.

**Section 2.** Flexible Starting Time: The normal work day shall start at eight (8) a.m. and may be changed by the Employer due to work site conditions to start between seven (7) a.m. and nine (9) a.m. for all or a portion of the employees. No Carpenter is to start work before the designated starting time.

**Section 3.** Shift Work: The Employer may work two shifts with the first shift working eight (8) a.m. to the end of the shift at



the straight time rate of pay. The second shift will receive one hour at double time rate for the last hour of the shift (eight for seven, nine for eight). In addition, members of the second shift shall be allowed one-half ( $\frac{1}{2}$ ) hour to eat, with this time being included in the hours of work established. There must be a first shift to work the second shift. All additional hours worked shall be paid at the time and one-half ( $1\frac{1}{2}$ ) rate. The Employer shall notify the Union in advance of the beginning of the shift schedule. On shift work, the job steward shall work no more than the shift hours. There shall be a Job Steward on each shift who shall be appointed by the Union. There shall be a pre-job conference with the Union before the commencement of any shift work.

**Section 4.** Off-hour Work on Alteration and Repair Work: When performing alteration or repair work in an occupied building and when it is not possible to perform said work during regular working hours, said work shall proceed during off hours, as scheduled by the Employer, but starting no later than 8:30 p.m. The work day and the rate of pay shall be the same as the second shift provisions. In addition, members of the off-hour crew shall be allowed one-half ( $\frac{1}{2}$ ) hour to eat, with this time being included in the seven (7) hours of work. All additional hours worked in excess of the shift hours shall be paid at the time and one-half ( $1\frac{1}{2}$ ) rate. The Employer shall notify the Union in advance of beginning

said off-hour work, which shall be performed subject to the provisions of this **Section** and subject to notification to the Union. There shall be a pre-job conference with the Union before the commencement of off-hours work.

**Section 5.** The Employer may start a portion of the crew one hour prior to the established start time at straight time wages due to unusual job site conditions. The Employer will determine the number of employees necessary. The working steward will be part of the early crew. It is understood this is not intended to establish a continuous staggered work day.

**Section 6.** Saturday Make-up: When conditions beyond the control of the Employer, such as severe weather, wide spread power failure, fire, natural disaster, etc., prevent the operation of the job on one or more normal working days, the Employer may, with notification to the Union, schedule the Saturday of that calendar week during which work was prevented, as a make-up day at straight time. All hours worked in excess of the normal work day shall be paid for at the rate of time and one-half (1½). When a holiday falls on a Saturday, then the make-up day rate shall be paid at double time. In order to utilize a Saturday as a make-up day, the Employer must declare a regular work day "terminated", for one of the reasons listed above, no later than 10:00 a.m. 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. Employees employed by the Employer on the day so "terminated", shall have the right of first refusal to work on the make-up Saturday, but said employees shall also have the right to decline work on the make-up Saturday, without any penalty. If men are needed to work a make-up Saturday, other than those already working on the job, the Employer shall call the Union for men before employing men secured from any other source. A make-up Saturday shall be no less than the seven or eight hours as established by the shift, with one-half ( $\frac{1}{2}$ ) hour off to eat, charged to the hours worked.

**Section 7.** No work shall be performed on Sundays or Legal Holidays, except in the case of emergency or necessity, and that no work shall be performed then unless notification is given to the Union on the previous workday, stating location of building where work is to be performed and the number of men required. DOUBLE TIME SHALL BE PAID FOR ALL WORK ON SUNDAY, LEGAL HOLIDAYS UNLESS OTHERWISE NOTED, Saturday work at time and one-half. Emergency work, INVOLVING DANGER TO LIFE AND PROPERTY, may be performed without permission from the District Council.

**Section 8.** The Legal Holidays referred to herein are: New Year's Day, Presidents' Day, Good Friday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day (only in Presidential Year), Thanksgiving Day, and Christmas Day. These are

to be non-paid Holidays except for the General Foreman & Foreman and who shall be paid on a weekly basis INCLUDING HOLIDAYS.

**Section 9.** In all cases, the Holidays referred to in the previous **Section** shall be observed on the day and date established for the State of New York. When permission is granted to work on such Legal Holidays, double time shall be paid.

**Section 10.** Employees employed on the last legal working day before Christmas Day and before New Year's Day and who report to work on such days, shall receive three (3) hours' afternoon pay without working. Work performed on the afternoons of said days shall be paid at the double-time rate only. Fringe Benefit Contributions will be payable on the half-holidays referred to herein.

**Section 11.** When a Legal Holiday, defined in **Section 8**, falls on a Sunday and the following day is declared a Legal Holiday, then double-time shall be paid for all hours worked.

**Section 12.** No work shall be performed on Labor Day.

## **ARTICLE XII**

### **Wages**

**Section 1.** The Employer agrees that it will hire all employees covered by this Agreement for wages and hours not less than those specified herein.

**Section 2.** Wages shall be paid weekly on the job before 3:30 p.m. or 4:00 p.m. on Friday. Said wages shall be paid at the Employer's option either in cash in envelopes, upon the outside of which shall be plainly marked the Employer's name, the persons name and number, Social Security number, the hours worked, and the amount of money enclosed, or by check, provided:

(a) The check is a Todd Insured A.B.C. System Payroll check, or similar type of check, containing above information as on the pay envelope, and that delivery of the checks to the person shall be made at least on the day preceding a banking day.

(b) The Employer has complied with the provisions relating to bonding. Any deductions from wages now or hereafter required by law shall also be marked on the face of pay envelopes. If carpenters are not paid as specified above, double-time shall be paid for Friday between the hours of 3:30 p.m. or 4:00 p.m. and 5:30 p.m. or 6:00 p.m., and single-time for working time thereafter, until paid, not exceeding fourteen (14) hours; provided, however, that the men report to and remain on the job during the said fourteen (14) hours.

**Section 3.** Employees covered by this Agreement shall be given one (1) hour's notice before being discharged or laid off, and in either event his or her wages and benefits must be paid in full at that time, under the conditions set forth in **Section 2** of this

**Article.** If the Employer through no fault of his own cannot have the benefits there at that time, he or she will be allowed a twenty-four (24) hour grace period to overnight the benefits to the members home or Local Union. This does not apply to any temporary suspension of work during any pay week for reasons beyond the control of Employer.

All employees, at the termination of their employment, shall receive the New York State Record of Employment Form 1-A within twenty-four (24) hours of their dismissal.

**Section 4.** This Agreement is based on the principle that the Employer is entitled to a day's work for a day's pay. Any unreasonable failure to work these hours gives the Employer the right to pay only for the hours actually worked, subject to grievance as set forth in **Article XIII.**

**Section 5.** Except at the start and finish of a job, General Foremen & Foremen, shall be employed on a weekly basis which shall include wages and fringe benefits FOR HOLIDAYS. The payment of overtime rates for the General Foreman and Foreman shall be made at the minimum book rate for General Foremen and Foremen when there are Carpenters doing work on the jobsite. If the General Foreman and Foreman are receiving a rate higher than the minimum book rate, it will be the Employer's option as to whether the General Foreman and Foreman shall receive the higher agreed rate for said overtime.

**Section 6.** When employees are referred to a job and report for work, and no work is provided, they shall receive two (2) hours' pay, except for inclement weather or other conditions beyond the control of the Employer.

**Section 7. Wages - Wage rates and fringe benefit contribution within the bargaining unit shall be determined and/or reallocate by Union at its sole discretion:**

**JOURNEYMAN CARPENTER TOTAL WAGE & FRINGES PER HOUR**

07/01/06	07/01/07	07/01/08	07/01/09	07/01/10
\$75.12	\$76.89	\$79.36	\$82.90	\$87.15

**CARPENTER FOREMAN**

The Journeyman Carpenter Foreman shall be paid at least three (\$3.00) dollars per hour more than the Journeyman Carpenter.

**CARPENTER GENERAL FOREMAN**

The General Foreman shall be paid at least six (\$6.00) dollars per hour more than the Journeyman Carpenter.

<b>EFFECTIVE DATES</b>	<b>07/01/06</b>	<b>07/01/07</b>	<b>07/01/08</b>
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Journeyman Wage rates per hr	\$42.65		
Foreman Wage rates per hr	\$45.65		
General Foreman Wage rates per hr	\$48.65		

<b>EFFECTIVE DATES</b>	<b>07/01/09</b>	<b>07/01/10</b>
------------------------	-----------------	-----------------

Journeyman Wage rates per hr	\$	
Foreman Wage rates per hr	\$	
General Foreman Wage rates per hr	\$	

**APPRENTICES**

Apprentice wage increases may be deferred for reasons determined by the Joint Apprentice Committee and or its Training Director by

written notice to the employer. Wages for Apprentices are determined at percentage of Journeyman wage.

<b>EFFECTIVE DATES</b>	<b>07/01/06</b>	<b>07/01/07</b>	<b>07/01/08</b>
1 <sup>st</sup> Year 40% Wage rates per hr	\$17.06		
2 <sup>nd</sup> Year 50% Wage rates per hr	\$21.32		
3 <sup>rd</sup> Year 65% Wage rates per hr	\$27.72		
4 <sup>th</sup> Year 80% Wage rates per hr	\$34.12		

<b>EFFECTIVE DATES</b>	<b>07/01/09</b>	<b>07/01/10</b>
1 <sup>st</sup> Year 40% Wage rates per hr	\$	
2 <sup>nd</sup> Year 50% Wage rates per hr	\$	
3 <sup>rd</sup> Year 65% Wage rates per hr	\$	
4 <sup>th</sup> Year 80% Wage rates per hr	\$	

**FRINGE BENEFITS PER HOUR JOURNEYMAN, FOREMAN, AND GENERAL FOREMAN**

	<b>07/01/06</b>	<b>07/01/07</b>	<b>07/01/08</b>
WELFARE	\$ 9.75		
PENSION	\$ 8.81		
ANNUITY	\$ 6.10		
A.J.R.E.I.F.	\$ 0.60		
VACATION	\$ 5.91		
SUPPLEMENTAL FUNDS	\$ 0.04		
U.B.C. & J.A. INT'L	\$ 0.06		
N.Y.D.C.C. LABORS/MGT.	\$ 0.20		
SUPPLEMENTAL PENSION	\$ 1.00		
TOTAL PER HOUR	\$32.47		

	<b>07/01/09</b>	<b>07/01/10</b>
WELFARE	\$	
PENSION	\$	
ANNUITY	\$	
A.J.R.E.I.F.	\$	
VACATION	\$	
SUPPLEMENTAL FUNDS	\$	
U.B.C. & J.A. INT'L	\$	
N.Y.D.C.C. LABORS/MGT.	\$	
TOTAL PER HOUR	\$	

**FRINGE BENEFITS PER HOUR FOR ALL APPRENTICES**

	<b>07/01/06</b>	<b>07/01/07</b>	<b>07/01/08</b>
WELFARE	\$ 9.75		



PENSION	\$ 4.40	
ANNUITY	\$ 3.05	
A.J.R.E.I.F.	\$ 0.60	
VACATION	\$ 2.95	
SUPPLEMENTAL FUNDS	\$ 0.04	
U.B.C. & J.A. INT'L	\$ 0.06	
N.Y.D.C.C. LABORS/MGT.	\$ 0.20	
SUPPLEMENTAL PENSION	\$ 1.00	
TOTAL PER HOUR	\$22.05	
	07/01/09	07/01/10

WELFARE	\$
PENSION	\$
ANNUITY	\$
A.J.R.E.I.F.	\$
VACATION	\$
SUPPLEMENTAL FUNDS	\$
U.B.C. & J.A. INT'L	\$
N.Y.D.C.C. LABORS/MGT.	\$
TOTAL PER HOUR	\$

The Pension, Vacation and Annuity Fund contribution rates for Apprentices are based upon fifty (50%) percent of the Journeyman rate. Other fringe benefits shall not exceed Journeyman contributions. Allocations shall remain with a stamp for all Apprentices.

**Section 8.** There will be a market recovery rate that the Cement League Association contractor can use for targeted jobs that the union will set parameters for.

**Section 9.** When an employee is required to work through his lunch period, he shall be compensated at the rate of time and one-half (1½), and he shall be given time to eat his lunch.

**Section 10.** There shall be no lost time in wages to any employee on the day of injury when immediate medical attention is required to said employee, while working on the Employer's job,

provided the employee submits a note from the doctor or clinic, stating that the employee cannot work that day.

### Article XIII

#### Grievance Procedure

##### Hardship and Advisory Committee

**Section 1.** The Committee is to replace the "Trade Board" as established in this **Section** and assume all its duties. In addition the new Committee will have authority to address, in a timely fashion, any undue hardships the collective bargaining agreement may impose on the Union, a Contractor or the Association on an issue by issue basis.

(a) The Committee may modify terms and conditions to allow the Association Contractor manage its particular project or to compete against unfair Contractors on a site by site basis.

(b) All issues the Hardship and Advisory Committee reviews will be in writing and its actions will be decided by a simple majority. All concerns brought before the Committee will be reviewed periodically. Repetitious issues can be recommended for inclusion in a subsequent collective bargaining agreement.

(c) The Committee will meet, upon written request, by the Association or the Union within three work days. Such request, by fax or letter, shall state the project location, Local Union,

Contractor, Sub-contractor and brief summary of the question to be discussed.

**Section 2.** All complaints, disputes and differences concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement, or in the event there shall exist any claim, demand, dispute or controversy between the parties hereto, excluding the merits of a jurisdictional dispute, i.e., a dispute with another trade over the assignment of work, the parties hereto shall first attempt to settle and adjust such dispute, claim, demand or controversy by negotiation.

**Section 3.** In the event said dispute, claim, demand or controversy shall not be completely settled and adjusted, the parties agree that it shall be referred for resolution to the Hardship Committee of the Cement League and the Union.

(a) Said Committee shall consist of three (3) members to represent the Association and three (3) members to represent the Union. The Committee shall meet within seventy-two (72) hours after a written request by either the Employer or the Union. Each member shall cast one vote. Two members representing the Association and two members representing the Union shall constitute a quorum. Any member of the Committee directly involved in the dispute may be challenged by any two members of the Board and shall be replaced by the Cement League, or the Union, as the case may be.

(b) The Committee's Final Decision shall be by majority of the votes cast and shall be final and binding on both parties. The Committee shall have the power and authority to fashion such remedy, including the imposition of damages, as it deems appropriate.

**Section 4.** Any grievance not resolved by the Committee shall be submitted to arbitration before Roger Maher, Robert Silagi, Joseph W. Lipowski or Robert Herzog who shall serve as the permanent contract arbitrator(s) hereunder. The Arbitrator shall conduct a hearing in such a manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. The Arbitrator shall have the right to conduct an ex parte hearing in the event of the failure of either party to be present at the time and place designated for the arbitration, and shall have the power to render a decision based on the testimony before him at such hearing. The decision of the Arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgement in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered. The costs of the arbitration, including the arbitrator's fee shall be borne equally by the Employer and the Union. It is the intent of the parties hereto that all disputes between them, both within and outside of the Agreement, shall be

submitted to arbitration and that no defense to prevent the holding of the arbitration shall be permitted. Service of any documents or notice referred to above, or service of any notice required by law in connection with arbitration proceedings may be made by registered or certified mail. Service upon the Employer may be made on either the individual Employer or the Association. A post office receipt shall be conclusive evidence of proper service if mailed to the address designated by the Employer when it signed the Agreement.

#### **ARTICLE XIV**

##### **No Strike - No Lockout**

**Section 1.** The Union or its representatives shall not order a strike or stoppage of work, nor shall the employees strike against any Employer, or collectively leave the work of an Employer, for any reason including jurisdictional dispute, nor shall any Employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided for in **Article XIII.**

**Section 2.** The Union may call or sanction a strike for (a) the Employer's refusal to submit a matter to arbitration, pursuant to the arbitration clause of this Agreement; or (b) the Employer's failure to comply with any decision of any Board of Arbitration

established hereunder within five (5) working days after such decision, or any other reason explicitly provided for in this agreement.

#### **ARTICLE XV**

##### **Validity**

If a Court decides that any clause or part of this Agreement is unconstitutional or illegal, or contrary to present or future laws, it shall not invalidate any other portion of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the industry as permitted by law.

#### **ARTICLE XVI**

##### **Welfare, Pension, Vacation, Annuity, Apprenticeship, Journeymen Retraining Educational and Industry Fund and Supplemental Funds and U.B.C. & J.A. Funds and New York City & Vicinity L/M Cooperation Fund**

**Section 1.** Every Employer covered by this Agreement shall make contributions for each hour worked of all employees covered by this Agreement and employed by said Employer within the territory of this Agreement in the amounts hereinafter specified to the Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, Apprenticeship, Journeymen Retraining, Education and Industry Fund,

Supplemental Funds, U.B.C. & J.A. Funds, and New York City & Vic. Labor Management Cooperation Fund. Except as provided in **Article XII** full benefits shall be paid for Foremen & General Foremen.

Each Employer's books and payroll records, shall be made available upon demand of the Trustees at all reasonable business hours.

When Auditors are sent to audit the books of any Employer, and a definite appointment is scheduled, when the Auditor or Auditors cannot start at the appointed time and date and must return, or when valid payroll records are not furnished, the said Employer, shall be penalized and pay the sum of one hundred (\$100.00) dollars per auditor, to cover the expense of the Auditor or Auditors. It shall be a violation of this Agreement for any Employer bound by this Agreement to fail to furnish proper records when requested, for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending Employer upon twenty-four (24) hours' notice. If such members who are removed remain on the jobsite during regular working hours, they shall be paid for lost time not to exceed three (3) working days' pay.

**Section 2.** Contributions to the New York City District Council of Carpenters Welfare, Pension, Vacation, Annuity, Apprenticeship, Journeymen Retraining, Educational and Industry Funds, U.B.C. & J. A. Funds, and Supplemental Funds shall be in accord with this

Agreement. The contribution to the Supplemental Funds shall be allocated in the following manner:

Carpenters Relief and Charity Fund  
(TWO & ONE-HALF (\$0.025) CENT PER HOUR)

District Council Scholarship Fund  
(ONE AND HALF (\$0.015) CENT PER HOUR)

The purpose of the Carpenters Relief and Charity Funds is to enable the parties to make charitable donations in the name of the carpentry industry from time to time. Said donations shall be made to duly recognized tax exempt institutions within the meaning of the Internal Revenue Code and to provide emergency assistance to bona fide victims of disaster, catastrophe and community projects for the good of the general public. The contributions shall be included in the payment of the Fringe Benefit Stamp. The Fund shall be administered by two persons, one designated by the Union and the other by the Employer Associations. Both shall serve without pay and shall be bonded to the extent required by law. All monies received by the Fund shall be deposited in a bank selected by the two administrators and shall be disbursed only by check signed by both administrators. At least once a year the entire balance of the Fund on hand shall be disbursed to organizations and persons who meet the qualifications set forth above. The administrators shall keep such books or records as may be necessary. Once a year the administrators shall account for all



monies received and disbursed.

The Supplemental Funds shall be established in accordance with applicable law, and any employee's authorization that is required shall be secured by the Union.

It is agreed that all contributions are due and payable to the District Council Fund Office as called for in this Agreement for the other fringe benefit funds and the Employer does hereby authorize said area Fund Office to forward said contributions to Fund Office in such manner as the Trustees of said Fund shall reasonably require.

Effective July 1, 1996 the parties to this Agreement recognize the New York City and Vicinity of Carpenters Joint Labor Management Cooperation Trust Fund. The Committee will be funded by contributions of twenty (0.20) cent per hour paid through the Trust Funds Benefit Plan. Said donations shall be made in accordance with all applicable Federal and State Laws pertaining thereto.

If any of the above allocations are determined to be, in the opinion of Counsel legally improper, then in that event said allocation may be re-allocated by the Union to a presently existing Fringe Benefit Fund, or to another fund to be established by the Union and the Employer.

The Employer and the Union acknowledge that they are represented by their duly designated Trustees to administer the

various Fringe Benefit Trust Funds provided for in this contract. Because of the various liabilities and responsibilities placed upon all parties to this Agreement, including all Employers and Union Representatives and their respectively designated Trustees, each Employer hereby agrees that the Fringe Benefit Fund Trustees shall have the necessary powers to fulfill their fiduciary obligations in order to fully protect each Employer signed to this Agreement and their employee-beneficiaries under the respective fund plans.

**Section 3.** Each Employer shall be bound by all of the terms and conditions of the Agreements and Declarations of Trust, creating the Welfare and Pension Funds, as amended, and the Agreements and Declaration of Trust, creating the Vacation Fund, Annuity Fund, and Apprenticeship, Journeymen, Retraining, Educational and Industry Fund, U.B.C. & J.A. Funds, Supplemental Funds, New York City & Vicinity Labor Management Cooperation Fund as amended, and by all By-Laws adopted to regulate each of said Funds. The Trustees of the Funds shall secure the approval of the Treasury Department under the applicable provisions of the Internal Revenue Code and shall amend the same, if necessary, to secure such approval, so as to qualify the Employer-contributions as deductions for Federal Income Tax purposes.

**Section 4.** It is agreed that no contributions to any of the Funds as specified in this **Article XVI** shall be required on the

premium portion of wages. For the purposes of these **Sections** only, all hours worked shall be regarded as straight-time hours.

It is further agreed, however, that contributions specified in this **Article** shall be paid on the hours represented by wages received for not working on the afternoon of the days specified in **Article XI, Section 10.**

Fringe benefit contributions, including Vacation Fund payments, will be the same for the General Foremen & Foremen and Journeyman. Fringe benefit contributions for Apprentices shall be in accordance with applicable schedules in **Article XII, Section 5** 7.

In the case of Foremen & General Foremen contributions shall be made to the fringe benefit funds on the basis of hours for which said employee is actually paid, regardless of whether said hours are actually worked. This provision shall not apply to bonuses, paid vacation or paid sick leave, voluntarily paid to said employees.

**Section 5.** Whenever the Employer is in default in payments to the Funds referred to in **Article XVI** of the Agreement, and reasonable notice of such default is given to the Employer, if the payments are not made, the Union may remove its members from the work of such Employer. If such men who are removed remain at the jobsite during regular working hours, they shall be paid for lost

time not to exceed three (3) days' pay.

**Section 6.(a)** In the event that formal proceedings are instituted before a court of competent jurisdiction by the trustees of a Benefit Fund or Funds to collect delinquent contributions to such Fund(s), and if such court renders a judgment in favor of such Fund(s), the Employer shall pay to such Fund(s), in accordance with the judgment of the court, and in lieu of any other liquidated damages, costs, attorney's fees and/or interest, the following:

- (1) the unpaid contributions; plus
- (2) interest on the unpaid contributions determined at the prime rate of Citibank plus two (2%) percent; plus
- (3) an amount equal to the greater of --

- (a) the amount of the interest charges on the unpaid contributions as determined in (b) above, or

- (b) liquidated damages of twenty (20%) percent of the amount of the unpaid contributions; plus

- (4) reasonable attorney's fees and costs of the action;

and

- (5) such other legal or equitable relief as the court deems appropriate.

(b) In the event that proceedings are instituted before an arbitrator under **Section 7** of this **Article** to collect delinquent

contributions to Benefit Fund or Funds, and if such arbitrator renders an award in favor of such Fund(s), the arbitrator shall be empowered to award such interest, liquidated damages, and/or costs as may be applicable under the Agreement and Declaration of Trust establishing such Fund(s).

**Section 7.** Should any dispute or disagreement arise between the parties hereto, or between the Union and any Employer-member signatory hereto, concerning any claim arising from payments to the Fund of principal and/or interest which is allegedly due, either party may seek arbitration of the dispute before the impartial arbitrator designated hereunder by filing a notice of intent to arbitrate in writing with said impartial arbitrator, in serving a copy of said notice on the Association or the Union, as the case may be. Unless a waiver is mutually agreed to in writing by the parties hereto, a hearing shall be convened within twenty (20) days of submission and the arbitrator shall submit his award within twenty (20) days after the close of the hearing. The arbitrator shall have full and complete authority to decide any and all issues raised by the submission and to fashion an appropriate remedy including, but not limited to, monetary damages. The arbitrator's award in this regard shall be final and binding upon the parties hereto and the individual Employer, if any, and shall be wholly enforceable in any court of competent jurisdiction. The cost of

the arbitration, including the fees to be paid to the arbitrator shall be included in the award and shall be borne by the losing party.

Roger Maher, Robert Silagi, Joseph W. Lipowski or Robert Herzog is hereby designated as impartial arbitrator(s) hereunder.

The agreement of the parties to submit said matters regarding the payment of contributions to an arbitrator does not excuse the Employer from any statutory, civil or criminal liability which may attach to his actions under Municipal, State or Federal law. The submission of a matter to arbitration is in no way meant to affect the right of the Union to remove its members from an Employer's premises, as provided for in this Agreement.

**Section 8.** A stamp plan has been established which provides for the payment of contributions to the Welfare, Pension, Vacation, Annuity, A.J.R.E.I.F., N.Y.C. & Vic. Labor Management Cooperation Fund, U.B.C. & J.A. Funds, and Supplemental Funds pursuant to a consolidated stamp, including the filing of the monthly summary report with the Fund office. The Employer will comply with procedures established by the Benefit Fund Trustees to assure that the employee receives the consolidated stamp together with his/her pay. The stamps shall be purchased through facilities established by the Bank of New York or such other agencies authorized by the Trustees.

## Article XVII

### Bonding and Subcontractors

**Section 1.** The Employer shall provide a Surety Bond to guarantee payment to the respective Funds for all Fringe Benefits.

Bonds shall be taken in the following amounts:

<b>Number of Members of Bargaining Unit</b>	<b>Amount of Bond</b>
1 to 3	\$ 10,000.00
4 to 7	\$ 15,000.00
8 to 15	\$ 20,000.00
16 to 20	\$ 30,000.00
21 to 25	\$ 75,000.00
over 26	\$125,000.00

The above bonding requirements shall remain in full force and effect for the duration of this Agreement.

When the Employer bound by this Agreement owes to the Benefit Funds an amount greater than the face amount of his Surety Bond, the Surety Bond must be increased to cover such indebtedness. If this cannot be done, it shall be mandatory for the Union to remove all members of the bargaining unit from that Employer.

If a Cement League Association Contractor has Paid their benefits on time for a period of 12 consecutive months ,then they will be able to release their surety bond. If said contractor then falls behind in their benefits, their bond may have to be reinstated .

If the Employer fails to make payments to the Benefit Funds as provided for in this Agreement, the Union shall after giving three (3) days' notice, remove the carpenters from all of the Employer's jobs.

**Section 2.** The terms, covenants and conditions of this Agreement shall be binding upon all Subcontractors at the site to whom the Employer may have sublet all or part of any contract entered into by the Employers. The Employers stipulate that such Subcontractors shall provide the bond required by the terms of **Article XVII** of this Agreement.

**Section 3.** Each Joint Venturer, as specified in **Article X**, shall furnish the Union with a Rider from their respective Surety Company, confirming that their respective Bond protects the Trust Funds during the period of the Joint Venture.

**Section 4.** The District Council, in its discretion, may suspend the requirement for a signed Contractor under this agreement to maintain the bond provided for in this **Article** provided that the District Council is satisfied that the subject Contractor is not presently delinquent in payment of fringe benefit contributions and has a favorable history of making fringe benefit contributions on a timely basis. In the event that the District Council gives an unfavorable response to the request of the signatory Contractor to suspend such bond requirement, the



Contractor shall have the right to appear before the Board of Trustees for the Fringe Benefit Funds to review its application for suspension of this contract requirement.

## **Article XVIII**

### **Miscellaneous Conditions**

**Section 1.** Where an employment office is not maintained on the job, the General Foreman, Foreman or the Employer's Representative shall be conveniently accessible to applicants at least once a day.

**Section 2.** When a signatory Employer does any work outside the territory covered by it, they shall conform to the wages and other terms of employment that exist between the Employers and employees of such locality. Such local wages, however, shall not apply to men hired in the territory covered by this Agreement, to work in territory not covered by it.

**Section 3.** If the Employer fails to comply with the foregoing, they shall receive no support from the Union; provided, however, that no employee shall be removed from jobs in the territory covered by this Agreement pending resolutions of the matter pending settlement by the Hardship and Advisory Committee.

**Section 4.** There shall be a Job Steward who will be appointed by the Union or its Representatives to attend to the interest of

the Union, and for the performance of such duty, the Employer shall allow reasonable time. It shall be mandatory upon the Shop Steward to blow the whistle at the point of work promptly at 8:00 a.m. and at 12:30 p.m., and that it also be mandatory for him to blow the whistle for the end of work, promptly at 12:00 noon and at 3:30 p.m. (or 4:00 p.m. if the option of a one (1) hour lunch period is exercised.) All New York City District Council certified Shop Stewards shall be given time to deliver his or her Shop Steward reports for that work week to the Union hall in the jurisdiction area they are working in and the time must be agreed between the Company and the Steward. When a signatory Contractor wishes to layoff a Shop Steward during a continuous employment, the Contractor must notify the Union and the Union must have a meeting on the job with the Contractor within twenty-four (24) hours. If termination takes place, a letter must be sent to the Union.

When the Shop Steward has completed his work on behalf of the District Council, he shall perform any work within his trade assigned to him by the Employer.

**Section 5.** The Employer shall provide a suitable tool shed or clothing room of sufficient size for the storage of the Carpenter tools and clothing, and Tool Shed or Room shall be heated in the winter. The door shall be constructed so the hinges and hasp cannot be taken off while the door is closed without breaking the door.

The lock must be a mortise lock or hasp and staple bolted through a door, or a safety hasp which covers all screws; in any case, it must be impossible to open the door without breaking it or the lock.

Such Tool Shed or Room shall not be used for the storage of any other materials. Where such storage facilities are provided, the STEWARD OF THE JOB shall be furnished with a key to the Tool Shed and/or the Tool Room, and employees will store therein all the tools not actually being used by them at any time. On every job the Employer shall provide a suitable locker.

**Section 6.** The Employers who have complied with the above requirements are only responsible for loss of tools and clothing due to the burning or forcible entry of the locker and such liability shall be limited to a sum not to exceed:

Tools.....	\$600.00 (finish)
	\$500.00 (concrete)
Overcoat.....	\$150.00
Other Clothing.....	\$150.00
Shoes.....	\$125.00

upon submission of proper proof of loss. These dollar amounts represent the maximum an Employer is responsible for. Proof of loss must be filed within forty-eight (48) hours of the actual loss and payment of the above described claim must be made within fourteen (14) working days of receipt of the proof of loss. Any disputed claims shall be resolved pursuant to **Article XIII** hereof.

**Section 7.** Employees' tools which become dulled on the job shall be reconditioned at the expense of the Employer by the employee covered under this Agreement.

**Section 8.** The amount or character of work demanded by the Employer or his Representatives shall not be unreasonable, nor shall it be restricted by the Union, its Representatives, Officers, or members.

**Section 9.** There shall be no restriction against the use of any machine-made flooring or machine cut timber or lumber.

**Section 10.** There shall be no restriction on the use of machinery, tools, appliances, or methods. No powder-actuated tools shall be used unless approved by the State Board of Standards and Appeals.

**Section 11.** The use of safety equipment and appliances furnished by the Employer is mandatory, and the failure to employ the use of such equipment and appliances, after due warning, is sufficient cause for dismissal. The Employer agrees in all respects to comply with the requirements of the Occupational Safety and Health Act and all regulations issued pursuant thereto.

**Section 12.** The consumption of intoxicating beverages or use of drugs on a jobsite is prohibited. Violation of this rule, after due warning, is sufficient cause for dismissal.

**Section 13.** Neither party, during the life of this Agreement,

is to adopt any By-Law or attempt to enforce against the other party any working rule or regulation which is contrary to any of the clauses in this Agreement. Neither party shall attempt to enforce against the other party any working rules which have not been approved by the Trade Association and the Union.

**Section 14.** The Employers, employees, or the Agents of the Employer shall not accept or give directly or indirectly, any rebate on wages, or give or accept gratuities or give anything of value or extend any favor to any person for the purposes of affecting any rate of wages.

For violation of the foregoing, a penalty must be imposed. In case of violation by the Employer, the penalty shall be imposed by the Association to which he belongs. In the case of violation by a Union Member, the penalty shall be imposed by the District Council.

**Section 15.** Should the parties hereto be unable to agree on the interpretation of any **Section** of this Agreement, the questions shall be settled as provided for in **Article XIII**.

**Section 16.** The parties to this Agreement shall continue to use all efforts to maintain an effective Apprenticeship Training Plan and/or system which will insure an adequate force of skilled mechanics. This system shall definitely determine the ratio of apprentices to mechanics working on a specific job that must be

employed; wages to be paid during training; method of indenture to the industry and other rules for efficiently operating the plan.

The apprentice ratio within this collective bargaining agreement shall be two (2) apprentices to every five (5) journeyman and one of those apprentices must be a third or fourth year apprentice referred from the out-of-work list by the District Council when possible.

All apprentices must work with a journeyman when possible, while employed on a regular basis as indicated in **Article XI**.

**Section 17.** Each Employer shall notify the District Council, by certified mail or telephone, of the awarding of any contract on which any of the work described in **Article III** hereof shall be performed regardless of whether said work is to be performed by said employer or Subcontractor. Said notice shall include the location of the job and the name and address of the Contractor or Subcontractor involved. Failure to comply with this **Section** shall be a breach of this Agreement and shall authorize the Union to remove its members from any job on which said Contractor or Subcontractor is working until said notice requirement is complied with. The aforesaid notice shall be given within thirty (30) days of the award of a contract and, in any event, prior to the commencement of work, or after the cessation of work, prior to the recommencement thereof. It is understood that the provisions of

this **Section** will be strictly enforced by the Union. Further, after notification has been given to the Union by the Employer, as set forth above, a pre-job conference will be held, if one is requested by the Union.

**Section 18.** It is further agreed that if any Employer engages in any class of work not embodied in Building Construction, both parties shall comply with all the Union conditions then existing in that class of work.

**Section 19.** Each party hereto agrees that neither the Union nor the Employer will discriminate in hiring against any individual by reason of race, color, creed, national origin, age, disability, marital status, citizenship status, sexual orientation or affectional preference, Union membership or non-membership in all employment decisions, or Union activity as defined in applicable federal, state or local laws. For the purposes of this **Article**, "citizenship status" means the citizenship of any person, or the immigration status of any person lawfully residing in the United States who is not a citizen or national of the United States.

**Section 20.** Once an award is made by an Employer to a Subcontractor, who performs only one type of work, then this Subcontractor cannot re-subcontract the work to another Subcontractor who performs the same type of work. This does not apply to recognized specialties.

**Section 21.** Where for the benefit of the Employer, an employee must cross a body of water in order to reach the jobsite and there is no public transportation available to said site, then it shall be the duty of the Employer to provide adequate safety and comfort for the employee's transportation. The Employer shall protect such employee under a policy of public liability insurance the certificate of which shall be posted or any other insurance required by law for any public conveyance. Such certificate shall be posted in a conspicuous place, on any conveyance used by the Contractor. Should such transportation, whether private or public, require extraordinary fare, such fare shall be paid by the Employer. The employee shall not leave the shore opposite the jobsite earlier than 8:00 a.m. and shall be to the same shore not later than 3:30 p.m., or if engaged in heavy construction, no later than 4:30 p.m.

**Section 22.** The Employer agrees that if it performs any service or work covered under this Agreement in the State of New York or the City of New York, it shall be bound by all the terms and conditions of the Trade Agreement applicable to the location where said service or work is being performed for the period of time that said service or work is being performed in said location, in the same manner as if it were a direct signatory to the applicable Trade Agreement.



**Section 23.** (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed that: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer exercises either directly or indirectly any significant degree of ownership management or control, the terms and conditions of this Agreement including Fringe Benefits shall be applicable to all such work.

(b) All methods of Employee Leasing are prohibited. To confirm this, when an Employer signs with the Union, the Employer's name (accompanied by a copy of the corporate papers verifying name) as agreed and fixed on the association or independent collective bargaining agreement must be the same and only name that appears on the weekly employee's payroll check and must be the same and only name that appears on the weekly fringe benefit check to the Union Trades, and the same and only name that appears as the "insured" on the workers compensation policy (accompanied by a copy of the workers compensation policy verifying the name) with the "certificate holder" being the Union Trade Employed.

(c) All charges of violations of Paragraph (a) of this **Section** shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in **Article XIII**, of this Agreement. As a remedy for violations of this **Section**, the arbitrator (or arbitration body) provided for in **Article XIII**, is empowered at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions together with interest, penalty and liquidated damages to such funds which have resulted from the violations. Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union or the Trust Fund for violation of this **Section**; nor does it make same or other remedies unavailable to the Union or the Trust Fund for violations of other **Sections** or **Articles** of this Agreement.

(d) If, as a result of violations of this **Section**, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with **Subsection (c)** above, or to defend an action which

seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus costs of litigation, which have resulted from the bringing of such court action.

**Section 24.** The Employer reserves and retains the sole and exclusive rights to manage its operations and to direct the work force except only to the extent the express provisions of this Agreements specifically limit or qualify these rights.

**Section 25.** All Contractors will make sure that any manufactured wood products they ask Carpenters to handle will have a United Brotherhood of Carpenters stamp on it as long as it is within their power to do so.

**Section 26.** Any Contractor found guilty of offering cash to Carpenters for hours worked shall pay a fine of twenty five thousand (\$25,000.00) dollars to the Carpenter's Relief and Charity Fund after he has paid monies that were due to the Benefit Funds. This will be decided through the collective bargaining agreement grievance and arbitration clause.

**Section 27.** In order to protect and preserve for the employees engaged in the manufacturing of custom fixture and mill cabinet products used in the trade, and in order to prevent and device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed that all custom manufactured mill

cabinet and architectural woodwork products which are specified and required in the Employers contract with the client, including doors specifically designed as matching components of said products, shall be fabricated in a signatory shop within an area encompassing the five boroughs of New York City and extending approximately forty (40) miles beyond the city's borders. Doors, jambs and related components which do not fall within the stated category will be excluded from this provision.

Section 28. The union shall monitor all woodwork installed within its jurisdiction and confirm that said woodwork was manufactured by a shop, which either is a signatory to this agreement or in the alternative manufactured by a shop that is paying equal to or better than the wage and fringe benefits provided for in this agreement. The Union shall not allow the installation by any of its members of any woodwork, which is identified as not being furnished and/or manufactured by a signatory to this agreement or in the alternative which is not furnished and /or manufactured by a shop that is paying equal to or better than the wages and fringe benefits provided for in this agreement subject to applicable law.

**Section 29.** All Carpenters will be allowed a ten (10) minute coffee break in the morning. This will also be allowed in the afternoon when working forty (40) hours.

**Section 30.** The Union agrees that at the end of this agreement when we start negotiations for the next term we will discuss the possibility of making the hard hat a part of the Carpenters tool box.

**Section 31.** In an attempt to lower the industry's insurance cost, the Union agrees to make our school available for Cement League Contractors to use for use foe safety training .

**Section 32.** The Cement League Association and the Carpenters agree to explore solutions to reduce the Employer's cost of workers compensation and liability insurance to allow them to bid competitively against non-union entities.

**Section 33.** An effort will be made to give the Cement League Association any favorable conditions given to other associations.

## **Article XIX**

### **Industry Advancement Program**

#### **The Cement League**

All Employers covered by this Agreement shall contribute twenty (\$.20) cents for each hour of employment of covered employees to The Cement League Advancement Program. All Employer contributions to this Program shall be remitted with the stamp plan contributions for the Benefit Funds. The bank servicing the

Benefit Funds shall deliver all such contributions to The Cement League Advancement Program, located at 49 West 45th Street, New York, New York 10036 (Suite 900), after verifying that the amount of each such contribution has been correctly computed by the Employer.

The Cement League Advancement Program shall reimburse the Benefit Funds all expenses incurred for the services rendered in the collection and accounting.

#### **Article XX**

##### **Expiration Clause**

This Agreement enters into force on July 01, 2006, and shall continue in force until June 30, 2011. It is agreed that three (3) months before the expiration of this Agreement, proposals for changes must be submitted, in writing, and every effort shall be made to reach an agreement thirty (30) days prior to July 01, 2011.

#### **Article XXI**

##### **Retroactivity**

It is mutually agreed that all wages, fringe benefits and Conditions provided for in this Agreement shall be retroactive to July 01, 2006.

Article XXII

Effectuating Clause

The parties hereto make and enter into this Agreement, in witness whereof, we, their duly authorized and empowered representatives, have hereunto set out hands and seal this 1<sup>st</sup> day of July, 2006.

For the CEMENT LEAGUE

By: \_\_\_\_\_

Date \_\_\_\_\_

For the UNION  
DISTRICT COUNCIL OF NEW YORK CITY AND  
VICINITY OF THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA.

By: Alfred G. Gerosa  
*Chairman of the Executive Committee*

Date 9/25/07

The Trade Association and/or the Employer, signatory to this Agreement, hereby acknowledges receipt of copies of the Agreement and Declaration of Trust of the New York City District Council Carpenters Welfare Fund; Pension Fund; Apprenticeship, Journeymen Retraining, Educational and Industry Fund; Annuity Fund; United Brotherhood of Carpenters and Joiners of America Fund; Vacation Fund; New York City and Vicinity Joint Labor Management Cooperation Trust Fund and Supplemental Fund.

By: \_\_\_\_\_

Date \_\_\_\_\_

**Effectuating Clause**

For the CEMENT LEAGUE

Date \_\_\_\_\_

By:

Date 7/25/07

By: \_\_\_\_\_

Date \_\_\_\_\_