

# **MILLWRIGHT AGREEMENT**

**Between**

**THE EASTERN MILLWRIGHT REGIONAL COUNCIL**

Representing

**MILLWRIGHTS LOCAL UNION 1163**

And the

**MILLWRIGHT CONTRACTORS ASSOCIATION, INC.**

**July 1, 2015 through May 31, 2018**

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# **MILLWRIGHT AGREEMENT**

**Between**

**Millwright Local 1163 and**

**THE EASTERN MILLWRIGHT REGIONAL COUNCIL**

**And the**

**MILLWRIGHT CONTRACTORS ASSOCIATION, INC.**

## **PREAMBLE**

The Millwright Contractors Association, Inc. (“Association”) on behalf of its members who have authorized the Association to bargain on their behalf and employers who during the term of this Agreement authorize the Association to be their bargaining representative (“Employer”) is desirous of employing Millwrights of the United Brotherhood of Carpenters and Joiners of America in the Construction Industry and appurtenances thereto within the Territorial Jurisdiction of this Agreement. A current list of the members who have so authorized the Association is attached as Appendix A. The Association shall provide the Union with additions to the list during the term of this Agreement.

This Agreement is entered into by the Eastern Millwright Regional Council and its affiliate Millwright Local No.1163 and the Association 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.

The parties agree to cooperate to create a “World Class Quality” attitude and program.

## **ARTICLE 1 GEOGRAPHICAL JURISDICTION**

Section 1. The geographical jurisdiction of this Agreement shall be comprised of the following fifty (50) Counties within the Eastern Millwright Regional Council: Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming and Yates.

## **ARTICLE 2 UNION SECURITY**

Section 1. 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 8th day following its effective date, or the 8th day following the beginning of employment (whichever is later) become and remain members in good standing.

Section 2. In consideration of the foregoing, the Union agrees to supply competent, skilled and qualified journeymen and apprentices to the Employer upon his/her request, to perform work coming within the trade, craft and geographical jurisdiction of the Union.

Section 3. In the event that an Employee fails to tender an admission fee or that a member fails to maintain his membership in accordance with the provisions of this Article, the Union shall notify the Employer in writing and such notice shall constitute a request to the Employer to terminate said individual within forty-eight (48) hours for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this Article and the Employer shall terminate such Employee at the end of such period

Section 4. In the event the Union does not accept into membership any Employee tendering the admission fee and the regular monthly Union fees, the foregoing paragraph shall not be applicable, provided, however, that the Union may at any time thereafter, decide to take such Employee into membership, in which case said Employee shall be required to tender full and uniform admission fees in effect in the Union no later than seven (7) days following notification by the Union and thereafter be required to maintain his membership in accordance with the provisions of the foregoing paragraph. In the event that such Employee fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall terminate the employment of such Employee within forty-eight (48) hours.

### **ARTICLE 3 ASSOCIATION RECOGNITION AND SECURITY**

Section 1. The Union recognizes the Association as the exclusive bargaining representative of all designating members of the Association. The Association will provide the Union with a listing of those members that will be bound by this Agreement, prior to the commencement of negotiations. The Union will provide the Association with a list of signatory Employers upon request. A copy of each signatory Employer's endorsement page will be forwarded to the Association at the time of signing. The Union will notify the Association upon receipt of any correspondence from an Employer stating that it no longer wishes to be signatory to this Agreement.

Section 2. The Association represents that it is duly authorized by its designating members hiring Employees to enter into this collective bargaining Agreement, that in so doing it is authorized to bind such designating members to the terms and conditions of this Agreement, and represents further that it will request, as a condition of membership in said Association, that such designating members shall continue to be bound by such terms or, shall upon admission to the said Association, after the date of execution of this Agreement, agree to be bound from that date forward by all the terms and conditions of the Agreement.

Section 3. The Association shall be one bargaining unit for all Employers bound by this Agreement.

Section 4. No modification, variation, or waiver of any terms or provision herein shall be valid unless agreed upon in writing by both the Association and the Union.

### **ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. During the term of this Agreement, any questions relating to its interpretation, or any dispute arising from any provisions, shall be subject to the following grievance and arbitration procedure. All jurisdictional disputes or job assignments on any construction project within the jurisdiction covered by this Agreement are not subject to grievance or arbitration under this Article.

(a) Step 1. The job Steward shall attempt to resolve the dispute on the jobsite with the Employer's Authorized Representative within two (2) working days of the event causing the dispute.

(b) Step 2. If the dispute is not resolved in Step 1, a written grievance will be submitted for resolution and a Council Representative and the Employer's Authorized Representative shall meet within two (2) working days of Step 1.

(c) Step 3. In the event that the dispute is still unresolved, the Business Manager of the Council, or his designee, shall meet with the Employer's Authorized Representative and the Association, within two (2) working days.

(d) Step 4. If the dispute is not settled as provided for above, it is agreed that a Joint Committee, comprised of an equal number of Regional Council and Association Representatives shall be established within the next two (2) working days and a decision rendered within three (3) working days. The Joint Committee shall be comprised of a minimum of two (2) members from the Negotiating Committee, one (1) each from Management and one (1) each from the Union. The written decision of the Joint Committee shall be final and binding on the Parties to the dispute without precedent.

(e) Step 5. In the event that the Joint Committee is unable to decide the dispute, either party may request arbitration by submitting in writing, with copies to the other party and the Association, a request to the American Arbitration Association's panel of arbitrators, of whom one (1) 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 by the Union and the involved Employer (unless a multi-employer or Association grievance).

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

## **ARTICLE 5 WAGE PAYMENT**

Wages shall be paid weekly on the job before the end of the shift, on the regular payday. Such wages are to be paid in lawful money, redeemable at a local financial institution. No more than four (4) days pay shall be withheld from the employee(s) on pay day. Pay envelopes or check stubs shall show the Employer's name and address, employee's name, the hours worked, and the amount of payment enclosed. Any deductions from wages, including payroll deductions, now or hereafter required, shall also be marked on the pay envelopes or check stubs. If the employee(s) are not paid as specified, they shall receive a minimum of four (4) hours additional pay for waiting. Any variation from the above, due to clerical or unforeseen circumstances, will be discussed between the Union and the Employer prior to any penalty being assessed.

## **ARTICLE 6 FRINGE BENEFITS**

Refer to Hourly Wage and Fringe Schedule (by county)

Section 1. The Employer agrees that it shall make fringe benefit contributions in the amounts set forth in the Hourly Wage and Fringe Schedule (by counties) set forth in Article 19 of this Agreement to the EMPIRE STATE CARPENTERS FRINGE BENEFIT FUNDS, the Eastern Millwright Regional Council Apprenticeship and Training Fund and Labor Management Fund, or successors, which contributions shall be applied in the amounts indicated to provide the benefits specified in such Schedule. The Employer's remittance shall be in the form and manner as specified by the designated recipient of the contribution. In the event that a change of designation occurs during the term of this Agreement, written notice of such change will be given to each Employer at least thirty (30) days prior.

Section 2. The Council retains the right to allocate, or to reallocate (with the exception of the \$3.10 per hour Pension contribution within that geographical jurisdiction of Local Union 1163, which was originally the geographical jurisdiction of Local Union 9, covered by the Term Sheet referenced in Section 8 hereof), at the appropriate times, those wages and contributions properly attributable to those Funds provided the purpose of such Funds is similar. The Council will consider any recommendation of the Fund Trustees concerning such allocation. It is recognized that the designation

of a specific Fund to receive contributions may be changed during the term of this Agreement including where a specific Fund has been merged or consolidated into another such Fund of similar purpose.

Section 3. The Employer shall be bound by and shall comply with the agreements, declarations of trust, plans and/or rules, regulations and policies of the applicable Funds or any amendments or restatements thereof, and the labor management cooperation committees, so designated, and they are incorporated herein as part of this Agreement, provided in each such case that such agreements, declarations of trust, plans and/or rules, regulations and policies are not in conflict or inconsistent with any provisions of this Agreement, as from time to time constituted.

Section 4. Notwithstanding the provisions of Sections 1 and 2 hereof to the contrary, the Council shall not allocate or reallocate the payment of wages or contributions, without the Employer's agreement, where such allocation or reallocation may result in either (a) any decrease or loss of tax deduction or any decrease or loss of other tax benefit for the Employer, or (b) a significant increase in actual or potential withdrawal liability of the Employer (within the meaning of Title IV of ERISA) under any such Fund or plan pursuant to which the Fund is maintained.

Under these circumstances, if an Employer or the Association asserts, in writing, that the Council's determination as to an allocation or reallocation of fringe benefit contributions falls within either of the aforesaid categories or violates ERISA, the Internal Revenue Code or other applicable law, it may submit such matter within thirty (30) days after knowledge of the effect of such action to the Council for appropriate adjustment. If within thirty (30) days thereafter, the parties cannot agree that an adjustment is required and the appropriate adjustments to be made, they shall promptly submit the matter to the Joint Committee referred to in Step 4 of the Grievance and Arbitration Procedures outlined in Article 4, Section 1 of this Agreement for resolution in accordance with the procedures set forth therein (except that such Joint Committee shall have fourteen (14) days to decide the matter presented), or, if the Joint Committee is unable to resolve the issue, either party may within thirty (30) days thereafter initiate the procedures set forth in Step 5 of such provisions relating to arbitration (except that the then current Labor Arbitration Rules of the American Arbitration Association shall apply). In such case as the Employer or the Association does not present this matter for resolution, within these time parameters, the determination of the Council with respect to the allocation or reallocation shall be final and binding. The same principles shall be applicable with respect to any issue regarding the merger of Funds.

Section 5. The Union shall have the right to remove Millwrights from the employ of any Employer who is twenty-one (21) days or more delinquent in the payment of contributions to the Funds. If the Union does remove the Millwrights, they shall not be obligated to again furnish Millwrights unless and until all contributions have been made as required.

Section 6. Except as otherwise set forth in this Article 6, effective July 1, 2009, all fringe benefits shall be remitted to the Empire State New York Carpenters Funds, at 181 Industrial Park Road, Horseheads, New York 14845 or its successor funds on the applicable reporting form, in the amounts set forth in the Hourly Wage and Fringe Schedule (by county) set forth in Article 19 of this Agreement.

Section 7. The Employer will make a contribution in the amount specified in the Hourly Wage and Fringe Schedule (by county) for each employee covered by this Agreement.

All payments to the Funds as set forth in this Article shall be forwarded to the Empire State New York Carpenters Funds or its successor Funds (hereinafter referred to as the Transfer Agent), 181 Industrial Park Road, Horseheads, New York, 14845, so that they are received on or before the deadline. Simultaneously when making payment of the contributions, the Employer shall file the applicable remittance report with the Transfer Agent. Thereafter, the Transfer Agent shall remit the monies and report to the appropriate Funds, as outlined in the Appendix. All payments forwarded to the Transfer Agent shall be deemed contributions to those Funds as if the contributions had been made directly by the Employer to such Funds; the Employer satisfies its obligations to the Funds upon remittance of the monies to the Transfer Agent.

Notwithstanding the foregoing, the Transfer Agent shall not be responsible for collecting the contributions to the Funds and, therefore, shall not bear any expense of collection of the contributions. Neither the Transfer Agent nor its Trustees assume any of the obligations, responsibilities or liabilities, including, but not limited to, fiduciary obligations or liabilities, of the Funds by acting as Transfer Agent. In the event the Transfer Agent does not receive contributions on behalf of the Employees, the Transfer Agent and its Trustees shall not be responsible to the Employees or the Funds for

the amount of such contributions. The Empire State Carpenters Fringe Benefit Funds shall serve as the Collection Agent for all delinquent contributions, and it shall remit such delinquent contributions as collected, to the Transfer Agent.

The manner of crediting employees on whose behalf the Employer contributions are received by the Transfer Agent shall be in accordance with the agreements and declarations of trust and plan of the applicable Funds. The Trustees of the Transfer Agent and the Transfer Agent forwarding the payment to the Funds do not have responsibility for the application of the payments by the Funds receiving the same.

Any Employer becoming delinquent in reporting and making payment of contributions due the Funds shall be liable for the amount of the delinquency together with interest, liquidated damages not in excess of twenty percent (20%) of the delinquency, costs, audit fees and legal fees in such reasonable amounts and on such reasonable terms as may be established by the Funds in accordance with ERISA Sections 515 and 502(g). The Funds and/or Unions may conduct reasonable audits of those records of any Employer as necessary to verify compliance with the Employer's contribution obligations under this Agreement and require such Employer to post a bond in accordance with the "Bonding" provisions set forth in Article 7 of this Agreement.

Section 8. Notwithstanding anything to the contrary contained in Sections 1 through 7 of this Article, the following overriding provisions shall apply to all Employers working within the craft and area jurisdiction of the Collective Bargaining Agreement between the United Brotherhood of Carpenters and Joiners of America Local Union 9 and the Construction Industry Employers Association, Inc. and Construction Employers in effect as of the effective date of that certain Term sheet by and among the Trustees of the Buffalo Carpenters Pension Fund, certain contributing employers and Local Union 9 of the United Brotherhood of Carpenters and Joiners of America (including side letter agreement(s), if any)(the "Term Sheet"), relating to an Agreed Mass Withdrawal from the Buffalo Carpenters Pension Fund:

Of the total hourly pension contributions designated in Article 19, \$3.10 (or such lesser amounts as may be determined under the Term Sheet) shall be paid to the Buffalo Carpenters Pension Fund with respect to those Millwrights, employed by any such Employer, for each hour paid with respect to work of such Millwrights within said craft and area jurisdiction; provided, however, that those such Employers who were not obligated to contribute to the Buffalo Carpenters Pension Fund prior to the effective date of such Agreed Mass Withdrawal shall not by such payment be considered employers within the meaning of Title IV of ERISA for withdrawal liability purposes with respect to the Buffalo Carpenters Pension Fund; and provided, further, that subject approval of the Pension Benefit Guaranty Corporation, such hourly payment of \$3.10 (or such lesser amount as may be determined under the Term Sheet) need not be paid to the Buffalo Carpenters Pension Fund with respect to a specific Millwright if the liabilities (and corresponding assets) of the Buffalo Carpenters Pension Fund attributable to such Millwright have been assumed by and transferred to an alternative fund, in which case said hourly payment of \$3.10 (or such lesser amount as may be determined under the Term Sheet), along with other required pension contributions attributable to said Millwright's hours paid, shall be paid to said alternative fund.

Section 9. Promptly after execution of this Agreement, the Council shall transmit written notification by certified mail (return receipt requested) to each and every Fund affected by any of the provisions contained in this Article 6, and the Council shall subsequently transmit similar written notification to each and every new Fund coming into existence (whether by creation, merger, consolidation or otherwise) after the date of execution of this Agreement and affected by any of the provisions contained in this Article 6, putting each such existing or new Fund, as the case may be, on notice of such provisions contained herein as may impact and/or qualify the obligations of the Employer to contribute to said Fund and/or to be bound by the governing instruments of said Fund.

## **ARTICLE 7 BONDING**

Section 1. Where there has been an audit of an Employer, and no deficiency has been found within (12) twelve months preceding the audit, the Employer shall not be required to be bonded.

Section 2. One of the following two options will be mandatory for all new signatory Employers, and those Employers that have been delinquent over the presiding twelve (12) months, performing work within the jurisdiction (50 counties) of Local Union 1163 and all “Signatory Employers” in Erie County.

(a) Every Employer must secure a \$40,000.00 payment bond and submit a copy to the respective Fund Office at the same time as the signed contract is produced.

(b) In lieu of a \$40,000.00 bond, an Employer will prepay benefits on a weekly basis, in the form of a bank/certified check, to be deposited, prior to the start of the respective week, with the Empire State Carpenters Fund Office.

## **ARTICLE 8 APPRENTICES**

Section 1. Apprentices shall be paid the following rates and fringe benefits (Health, Pension and Annuity). All other fringe benefits shall be paid at 100%.

First Level	60% Wage	100% Health
Second Level	70% Wage	100% Health / 70% Pension & Annuity
Third Level	80% Wage	100% Health / 80% Pension & Annuity
Fourth Level	90% Wage	100% Health / 90% Pension & Annuity

Section 2. Ratios of Apprentices to Journeypersons shall be the same as those set forth by the New York State Department of Labor.

Section 3. The Employer agrees that it shall make appropriate contributions, as set forth in its Collective Bargaining Agreements with the Northeast Regional Council of Carpenters the Eastern Millwright Regional Council and their affiliated Local Unions to the Empire State Carpenters Apprenticeship Committee, and the Eastern Millwright Regional Council Apprenticeship and Training Fund . The Employer agrees to be bound and shall comply with agreements, declarations of trust, plans or other relevant documents with respect to the Empire State Carpenters Apprenticeship Committee and the Eastern Millwright Regional Council Apprenticeship and Training Fund.

## **ARTICLE 9 SHIFT WORK**

Section 1. When Shifts are required, the first shift shall work eight (8) hours on the regular straight time rate. The Second shift shall work eight (8) hours at regular straight time rate, plus a \$2.00 per hour shift additive. Third shift shall work eight (8) hours at regular straight time rate, plus a \$2.25 per hour shift additive. When ten (10) hour shifts are used the Second shift shall be paid a two (\$2.00) per hour shift additive. When twelve (12) hour shifts are used the Second shift shall be paid a \$2.25 per hour shift additive. Four ten hour schedule will apply as found in Article 28 Section 6.

Section 2. The first shift is not to start earlier than 6:00 AM unless prior Union approval is obtained. Any work outside the regular shift shall be at the respective overtime rate. No employee shall be permitted to work two consecutive shifts without a minimum of eight (8) hours duration between shifts. Any employee not receiving a minimum of eight (8) hours duration between shifts shall be paid at the applicable overtime rate until doing so. Shift starting times may be changed by mutual consent. Each shift shall have a one-half (1/2) hour unpaid lunch period.

Section 3. Shifts spanning less than five (5) consecutive days may be worked provided the contractor submits a notification to the Local Union for each such occasion. The notification shall identify the work to be performed, the number of shifts, the length of each shift, and the number of men expected to be employed. The notification shall not be construed as a guarantee of hours of work.

Section 4. Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period.

Section 5. It is understood that there is no guarantee that, on any given day, one shift might not vary due to weather, equipment breakdown, or changes in operation schedules.

## **ARTICLE 10 HOLIDAYS**

The recognized holidays for the term of this Agreement, for which overtime rate shall be paid, if worked, is as set forth: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday. Holiday pay is contingent upon work being performed.

## **ARTICLE 11 TOOLS**

Section 1. No Employee covered by this Agreement shall be allowed to furnish any ratchet exceeding ½" drive, sockets exceeding 1-1/4", wrenches having a jaw opening of more than 1-3/8", except one adjustable end wrench not to exceed 1-3/4", or any hammer exceeding 2 lbs. in weight. Members shall not be allowed to lease or rent any tool larger than the above-mentioned articles to the Employer. No member of the craft shall lease or rent the use of his/her car, truck, power equipment, laser alignment tools, etc. to any Employer.

Section 2. When ordering manpower, it will be the Employer's responsibility to inform the Union of the duties that the Millwright will be performing. The Millwright will bring the appropriate tools to the jobsite in order to perform the required tasks. At the time of hiring the Millwright will present to the Employer an itemized tool list that he/she has brought to the jobsite, the Employer may confirm such list. The Millwright's tools shall be left in a designated area per the Employer and the Employer shall be responsible for loss of same by fire or theft by forcible entry, in the amount directly related to the itemized tool list that was presented when hired. The replacement amount shall be determined from the tool list attached to this Agreement as an appendix. If no tool list is provided at the time of hiring, and a theft is substantiated by the foreman, then a \$400.00 dollar stipend will be provided to the Millwright. The Employee with assistance from the Employer shall obtain a Police or Security report regarding any such incident.

Section 3. If and when a tool room is utilized by the Employer on the jobsite and the nature of the job requires an individual to attend this tool room, and the Employer elects not to make use of a Millwright for such purpose, the Millwright shall obtain the required tools on his/her own, from such tool room. He/she will comply with the Employer's method of tracking tools.

Section 4. The Employer agrees to furnish all welding equipment, including hats, hoods, glasses, gloves, etc., in accordance with OSHA.

Section 5. The Employer shall furnish all special tools and/or equipment of any nature.

Section 6. The Employer shall furnish all files and grinders. The filing and sharpening of all tools shall be the responsibility of the Employer. If any sharpening is done on the job site, the Millwrights shall do it.

Section 7. 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 Millwright's termination of employment. The Millwright shall be financially responsible for the raingear not returned.

Section 8. A required tool list is provided as an Appendix to this Agreement.

## **ARTICLE 12 STEWARDS**

Section 1. A working Steward may be appointed by the Union and mutually agreed upon with the employer (consideration will be given to the utilization of a Millwright already in the employ of said Employer). The Union will promptly notify the Employer of the name of such Steward. The Steward will be allowed a reasonable period of time to perform his/her duties. He/she shall not have the right to waive, change, or modify any of the terms of this Agreement. He/she shall remain on the job as long as or whenever work is being performed directly by the Employer, except under the following circumstance: "If the project advances to a point where only one Employee is needed, he/she shall be the foreman". In the event the Employer needs any additional Employee(s), the Steward will be recalled first, provided he/she is qualified to perform the work. Should this Section be violated, the Employer will be given notification and will be subject to penalty pay for the Steward's lost time, if not corrected immediately. A Steward who is discriminated against, through reasons in performing his /her duties as such, shall receive (upon proper investigation by the Union and found true) the full protection of the Union. Disputes under this Section will be referred to the Grievance and Arbitration Procedure.

Section 2. No Steward shall be discharged from any job without just cause and until a meeting is held between the Union and the Employer. The meeting will be held within twenty-four (24) hours, excluding weekends and holidays, after the Union has been notified by the Employer. If a Steward is discharged before such a meeting is held to determine the reasons for discharge, he/she shall be paid for all the time lost from the moment of discharge until the initial meeting between the Employer and the Union has been concluded. This does not preclude any other relief that may be awarded in the Grievance and Arbitration Procedure.

Section 3. The Steward shall be employed whenever any work covered by this Agreement is being performed, provided he/she is qualified to perform such work.

## **ARTICLE 13 MOBILITY OF MANPOWER**

A signatory Employer's workforce shall be afforded full mobility throughout the geographical jurisdiction of Local 1163, as defined in this Agreement. The Employer will advise the Union of the location and estimated duration of the various projects and the number of Millwrights to be employed.

Outside the geographic jurisdiction of Local 1163, but in the geographical jurisdiction of the Council, the Employer shall have the right to employ any millwright who is a member in good standing of any Local Union affiliated with the Eastern Millwright Regional Council pursuant to the following conditions: the Employee has worked a minimum of three (3) weeks for the Employer in the previous five (5) months. If the Employer fails to notify the Local Union prior to commencing work on a project in that local's geographical jurisdiction, the Employer shall lose the mobility of manpower privileges for that project and the Employer shall be restricted in the employment of millwrights to those Employees who normally work in the geographical jurisdiction of the local Union where the project is located. No Employee shall be required to work in the geographical jurisdiction outside of the geographical jurisdiction of his home area. Employers shall not retaliate or discriminate against an Employee who refuses to work outside the geographical jurisdiction of his home area. If there is no available work other than work outside the geographical jurisdiction of the Employee's home area, the Employer shall lay-off the Employee so that he is eligible to receive unemployment benefits.

**ARTICLE 14  
DUES CHECK-OFF**

Section 1. The Employer agrees to deduct from the basic wage rate of employees covered by this Agreement, an amount as shown in the wage schedule for a dues check-off or another amount subsequently and lawfully established by the Union. Deductions will be made and submitted to the Empire State Carpenters Fund Office as designated by this Agreement. The Union has the option of increasing or decreasing the dues deduction, with sixty (60) days written notice to Employers.

Section 2. The Union shall indemnify and hold harmless the Employer from any claims arising under this Article, including the furnishing of counsel to defend any action.

**ARTICLE 15  
NON-DISCRIMINATION**

The Employer and the Union mutually agree that they will comply and cooperate with all laws, codes, rules, regulations, executive orders and administrative decisions, whether State or Federal, dealing with non-discrimination in training, membership, employment, job tenure, promotions and every other matter covered by such laws, codes, etc. not herein expressly mentioned. They shall not discriminate against any qualified employee or applicant for employment because of race, creed, color, sex, sexual preference, religious belief, national origin, and physical impairment status disabled veteran, veteran or union activity.

**ARTICLE 16  
MUTUAL ASSISTANCE**

Failure of a Millwright to cross a picket line shall not subject such employee to discharge or discipline in any manner whatsoever.

**ARTICLE 17  
VALIDITY**

If any provisions of this Agreement violates any applicable statutes, or is held by any Court or Government Agency having jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement. In the event any section or portion thereof, shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) calendar days to redraft a new section, or portion thereof, which shall be valid and which shall replace the section, or portion thereof, declared invalid.

**ARTICLE 18  
DISPATCH OF MEMBERS**

Any Employer requesting Millwrights from within the Geographical Jurisdiction (fifty (50) counties) of Millwrights Local Union 1163 will do so through Local Union 1163. The office is located at 3247 Vickery Road, Syracuse, New York 13212. Phone number (315)671-0672, fax number (315)671-0675

**ARTICLE 19**  
**HOURLY WAGE AND FRINGE SCHEDULE (By County)**

	<b>Albany</b>	<b>Allegany</b>	<b>Broome</b>	<b>Cattaraugus</b>	<b>Cayuga</b>
<b>Wage</b>	\$ 30.06	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
<b>Pension</b>	\$ 9.00	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45
<b>Health</b>	\$ 7.63	\$ 7.60	\$ 7.60	\$ 7.60	\$ 7.60
<b>Annuity</b>	\$ 1.60	\$ 1.98	\$ 1.98	\$ 1.98	\$ 1.98
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>	\$ 0.30				
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 49.79	\$ 44.23	\$ 44.23	\$ 44.23	\$ 44.23
<b>Dues Assessment</b>	4% TP+.05 per hr	4% TP+.05 per hr			
<b>Foreman</b>	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
<b>General Foreman</b>	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

	<b>Chautauqua</b>	<b>Chemung</b>	<b>Chenango</b>	<b>Clinton</b>	<b>Columbia</b>
<b>Wage</b>	\$ 26.00	\$ 27.65	\$ 30.06	\$ 26.49	\$ 32.77
<b>Pension</b>	\$ 7.45	\$ 6.00	\$ 9.00	\$ 9.00	\$ 9.30
<b>Health</b>	\$ 7.60	\$ 8.25	\$ 7.63	\$ 7.80	\$ 9.70
<b>Annuity</b>	\$ 1.98	\$ 4.65	\$ 1.60	\$ 1.50	\$ 5.00
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>			\$ 0.30		
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 44.23	\$ 47.75	\$ 49.79	\$ 45.99	\$ 57.97
<b>Dues Assessment</b>	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr
<b>Foreman</b>	\$3.50	\$3.50	\$3.50	\$3.50	\$4.00
<b>General Foreman</b>	\$5.00	\$5.00	\$5.00	\$5.00	\$6.50

\* Fringe Benefits Paid On Hours Paid    TP = Total Package    W = Wage

**ARTICLE 19**  
**HOURLY WAGE AND FRINGE SCHEDULE (By County)**

	<b>Cortland</b>	<b>Delaware</b>	<b>Erie</b>	<b>Essex</b>	<b>Franklin</b>
<b>Wage</b>	\$ 27.65	\$ 30.06	\$ 30.66	\$ 26.49	\$ 26.49
<b>Pension</b>	\$ 6.00	\$ 9.00	\$ 8.85	\$ 9.00	\$ 9.00
<b>Health</b>	\$ 8.25	\$ 7.63	\$ 8.75	\$ 7.80	\$ 7.80
<b>Annuity</b>	\$ 4.65	\$ 1.60	\$ 6.84	\$ 1.50	\$ 1.50
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>		\$ 0.30			
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 47.75	\$ 49.79	\$ 56.30	\$ 45.99	\$ 45.99
<b>Dues Assessment</b>	4% TP+.05 per hr				
<b>Foreman</b>	\$3.50	\$3.50	10 % TP per hr	\$3.50	\$3.50
<b>General Foreman</b>	\$5.00	\$5.00	10 %+ .50 TP	\$5.00	\$5.00

	<b>Fulton</b>	<b>Genesee</b>	<b>Greene</b>	<b>Hamilton</b>	<b>Herkimer</b>
<b>Wage</b>	\$ 30.06	\$ 30.66	\$ 32.77	\$ 26.49	\$ 26.00
<b>Pension</b>	\$ 9.00	\$ 8.85	\$ 9.30	\$ 9.00	\$ 7.45
<b>Health</b>	\$ 7.63	\$ 8.75	\$ 9.70	\$ 7.80	\$ 7.60
<b>Annuity</b>	\$ 1.60	\$ 6.84	\$ 5.00	\$ 1.50	\$ 1.98
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>	\$ 0.30				
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 49.79	\$ 56.30	\$ 57.97	\$ 45.99	\$ 44.23
<b>Dues Assessment</b>	4% TP+.05 per hr				
<b>Foreman</b>	\$3.50	10 % TP per hr	\$4.00	\$3.50	\$3.50
<b>General Foreman</b>	\$5.00	20 % TP per hr	\$6.50	\$5.00	\$5.00

\* Fringe Benefits Paid On Hours Paid    TP = Total Package    W = Wage

**ARTICLE 19**  
**HOURLY WAGE AND FRINGE SCHEDULE (By County)**

	Jefferson	Lewis	Livingston	Madison	Monroe
<b>Wage</b>	\$ 27.00	\$ 27.00	\$ 27.65	\$ 26.00	\$ 27.65
<b>Pension</b>	\$ 7.00	\$ 7.00	\$ 6.00	\$ 7.45	\$ 6.00
<b>Health</b>	\$ 7.60	\$ 7.60	\$ 8.25	\$ 7.60	\$ 8.25
<b>Annuity</b>	\$ 3.79	\$ 3.79	\$ 4.65	\$ 1.98	\$ 4.65
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>					
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 46.59	\$ 46.59	\$ 47.75	\$ 44.23	\$ 47.75
<b>Dues Assessment</b>	4% TP+.05 per hr				
<b>Foreman</b>	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
<b>General Foreman</b>	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

	Montgomery	Niagara	Oneida	Onondaga	Ontario
<b>Wage</b>	\$ 30.06	\$ 30.66	\$ 26.00	\$ 27.00	\$ 27.65
<b>Pension</b>	\$ 9.00	\$ 8.85	\$ 7.45	\$ 7.00	\$ 6.00
<b>Health</b>	\$ 7.63	\$ 8.75	\$ 7.60	\$ 7.60	\$ 8.25
<b>Annuity</b>	\$ 1.60	\$ 6.84	\$ 1.98	\$ 3.79	\$ 4.65
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>	\$ 0.30				
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 49.79	\$ 56.30	\$ 44.23	\$ 46.59	\$ 47.75
<b>Dues Assessment</b>	4% TP+.05 per hr				
<b>Foreman</b>	\$3.50	10 % TP per hr	\$3.50	\$3.50	\$3.50
<b>General Foreman</b>	\$5.00	20 % TP per hr	\$5.00	\$5.00	\$5.00

\* Fringe Benefits Paid On Hours Paid    TP = Total Package    W = Wage

**ARTICLE 19  
HOURLY WAGE AND FRINGE SCHEDULE (By County)**

	<b>Orleans</b>	<b>Oswego</b>	<b>Oswego ****</b>	<b>Otsego</b>	<b>Rensselaer</b>
<b>Wage</b>	\$ 30.66	\$ 27.00	\$ 30.44	\$ 30.06	\$ 30.06
<b>Pension</b>	\$ 8.85	\$ 7.00	\$ 7.00	\$ 9.00	\$ 9.00
<b>Health</b>	\$ 8.75	\$ 7.60	\$ 7.60	\$ 7.63	\$ 7.63
<b>Annuity</b>	\$ 6.84	\$ 3.79	\$ 4.00	\$ 1.60	\$ 1.60
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>				\$ 0.30	\$ 0.30
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 56.30	\$ 46.59	\$ 50.24	\$ 49.79	\$ 49.79
<b>Dues Assessment</b>	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr
<b>Foreman</b>	10 % TP per hr	\$3.50	\$3.50	\$3.50	\$3.50
<b>General Foreman</b>	20 % TP per hr	\$5.00	\$5.00	\$5.00	\$5.00

	<b>Saratoga</b>	<b>Schenectady</b>	<b>Schoharie</b>	<b>Schuyler</b>	<b>Seneca</b>
<b>Wage</b>	\$ 30.06	\$ 30.06	\$ 30.06	\$ 27.65	\$ 26.00
<b>Pension</b>	\$ 9.00	\$ 9.00	\$ 9.00	\$ 6.00	\$ 7.45
<b>Health</b>	\$ 7.63	\$ 7.63	\$ 7.63	\$ 8.25	\$ 7.60
<b>Annuity</b>	\$ 1.60	\$ 1.60	\$ 1.60	\$ 4.65	\$ 1.98
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>	\$ 0.30	\$ 0.30	\$ 0.30		
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 49.79	\$ 49.79	\$ 49.79	\$ 47.75	\$ 44.23
<b>Dues Assessment</b>	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr	4% TP+.05 per hr
<b>Foreman</b>	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
<b>General Foreman</b>	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

\* Fringe Benefits Paid On Hours Paid    TP = Total Package    W = Wage

**ARTICLE 19**  
**HOURLY WAGE AND FRINGE SCHEDULE (By County)**

	St. Lawrence	Steuben	Sullivan	Tioga	Tompkins
<b>Wage</b>	\$ 27.00	\$ 27.65	\$ 32.77	\$ 26.00	\$ 27.65
<b>Pension</b>	\$ 7.00	\$ 6.00	\$ 9.30	\$ 7.45	\$ 6.00
<b>Health</b>	\$ 7.60	\$ 8.25	\$ 9.70	\$ 7.60	\$ 8.25
<b>Annuity</b>	\$ 3.79	\$ 4.65	\$ 5.00	\$ 1.98	\$ 4.65
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>					
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 46.59	\$ 47.75	\$ 57.97	\$ 44.23	\$ 47.75
<b>Dues Assessment</b>	4% TP+.05 per hr				
<b>Foreman</b>	\$3.50	\$3.50	\$4.00	\$3.50	\$3.50
<b>General Foreman</b>	\$5.00	\$5.00	\$6.50	\$5.00	\$5.00

	Ulster	Warren	Washington	Wayne	Wyoming
<b>Wage</b>	\$ 32.77	\$ 26.59	\$ 26.59	\$ 27.65	\$ 30.66
<b>Pension</b>	\$ 9.30	\$ 9.00	\$ 9.00	\$ 6.00	\$ 8.85
<b>Health</b>	\$ 9.70	\$ 7.80	\$ 7.80	\$ 8.25	\$ 8.75
<b>Annuity</b>	\$ 5.00	\$ 1.50	\$ 1.50	\$ 4.65	\$ 6.84
<b>App. Training</b>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>UBC Funds</b>	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>EMRC Training</b>	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
<b>Health HRA</b>					
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>Total</b>	\$ 57.97	\$ 46.09	\$ 46.09	\$ 47.75	\$ 56.30
<b>Dues Assessment</b>	4% TP+.05 per hr				
<b>Foreman</b>	\$4.00	\$3.50	\$3.50	\$3.50	10 % TP per hr
<b>General Foreman</b>	\$6.50	\$5.00	\$5.00	\$5.00	20 % TP per hr

\* Fringe Benefits Paid On Hours Paid    TP = Total Package    W = Wage

**ARTICLE 19**  
**HOURLY WAGE AND FRINGE SCHEDULE (By County)**

**Yates**

<b>Wage</b>	\$ 26.00				
<b>Pension</b>	\$ 7.45				
<b>Health</b>	\$ 7.60				
<b>Annuity</b>	\$ 1.98				
<b>App. Training</b>	\$ 0.50				
<b>UBC Funds</b>	\$ 0.15				
<b>EMRC Training</b>	\$ 0.45				
<b>Health HRA</b>					
<b>Sub Employment</b>					
<b>EMRC L&amp;M</b>	\$ 0.10				
<b>Total</b>	\$ 44.23				
<b>Dues Assessment</b>	4% TP+.05 per hr				
<b>Foreman</b>	\$3.50				
<b>General Foreman</b>	\$5.00				

\*\*\*\* Oswego County: Any Gas/Steam Turbine and or related component work, Including new installations or maintenance and any/all work performed within the property limits of a Nuclear Facility, Shall Follow this wage and Fringe Package with Fringes on hours paid basis

	<b>7/1/2015</b>	<b>7/1/2016</b>	<b>7/1/2017</b>
Albany, Fulton, Montgomery, Rensselaer Schenectady, Schoharie, Saratoga, Chenango Delaware, Otsego	\$1.90	\$1.80	\$1.80
Allegany, Cattaraugus, Chautauqua Broome, Tioga Cayuga, Seneca, Yates Herkimer, Madison, Oneida,	\$1.40	\$1.40	\$1.40
Clinton, Essex, Franklin Hamilton,	\$1.40	\$1.40	\$1.40
Warren, Washington	\$1.50	\$1.50	\$1.50
Columbia, Greene, Sullivan, Green	\$1.40	\$1.40	\$1.40
Jefferson, Lewis, St. Lawrence, Oswego Onondaga, Oswego	\$1.40	\$1.40	\$1.40
Erie Genesee, Niagara, Orleans, Wyoming	\$1.40	\$1.40	\$1.40
Chemung Cortland, Schuyler, Tompkins, Steuben Livingston, Monroe, Ontario, Wayne	\$1.40	\$1.40	\$1.40
Oswego*****	\$2.40	\$2.40	\$2.40

Forman Pay in the Counties that are at 3.25 be raised to \$4.00 in the first two years of the contract with \$.25 the first year and \$.50 the second year.

General Forman Rate in Counties that are at \$4.00 be raised to \$5.00 in the first year of the contract.

**ARTICLE 20  
CALL IN PAY/DISCHARGE**

Section 1. An Employee, on his/her initial hire date shall be paid a minimum two hours at the applicable rate .If an employee does not receive eight (8) hours on the following day he/she shall receive eight hour for his/her initial hire date.

Section 2. An Employee already in the employ of an Employer, who reports to work, shall receive two (2) hours show-up time regardless of weather conditions. If any part of the shift is worked, the Employee shall receive four (4) hours pay, and if work exceeds four (4) hours then the Employee shall receive actual hours worked.

Section 3. When an Employee has been discharged, he/she shall be given cause, and shall receive a one (1) hour notice with pay. The Employer, at his/her discretion, may discharge the Employee at the end of the regular hours of work.

Section 4. When an employee quits his/her job on his/her own accord, at the option of the Employer, he/she may be required to wait until the next regular pay day for the wages due him/her.

Section 5. Upon discharge, the Employee may be paid by check, postmarked no later than the end of the next business day. If not mailed within this period, the Employer agrees to pay the Employee an additional four (4) hours pay, unless prevented from doing so by disaster or act of God.

## **ARTICLE 21 JOBSITE FACILITIES AND CONDITIONS**

Section 1. Beginning no later than October 1, and extending through April 30, a weather-tight building or room large enough to accommodate the Millwrights, for use as a shelter, shall be provided. This building or room shall be equipped with tables, benches and heat, for use during the Millwrights' lunch period. It may be necessary to share this weather tight room or building with other trades. If this creates an overcrowding situation requiring the lunch period to be staggered, the Employer will be allowed flex-time, not to exceed one half (1/2) hour each side of the regularly scheduled lunch period. The Union must be notified when this condition exists.

Section 2. Comfort station(s) will be provided as per local health laws.

Section 3. Cool fresh drinking water shall be available on the jobsite at all times. If it is necessary to provide ice to retain the coolness of the water, it will be provided by the Employer.

Section 4. Millwrights shall be permitted a ten (10) minute coffee break, approximately midpoint between the starting time and the lunch break, at their work station.

Section 5. All Millwrights shall be allowed a sufficient time to wash up and care for tools prior to lunch and prior to the scheduled quitting time.

Section 6. Employees shall be at their gang box or designated dispatch area prepared to begin work at the designated starting time. The Employee shall not leave the jobsite until the scheduled quitting time.

Section 7. The Employer shall see that a First Aid Kit is furnished on the jobsite and that the same shall be kept completely supplied with the necessary medical equipment.

Section 8. If any Millwright is injured on the jobsite, he/she shall be compensated for any lost time on the day of the injury, and the Union will be notified within twenty-four (24) hours..

Section 9. There shall be no limit on production by employees, nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulation, on the number of employees assigned to any crew or for any service.

Section 10. Slowdowns, make-work and featherbedding practices shall not be tolerated.

Section 11. Any employee who reports to work under the influence of alcoholic beverages or drug, or drinks or uses drugs during work hours, or has possession of either, shall be subject to immediate termination.

Section 12. Any Union member who has been released for work for a previous injury must supply Local Union 1163 and the Employer a medical release form from the attending physician.

Section 13. The Employer will provide in writing to the Union the names of any Millwrights who are injured while in their employ.

**ARTICLE 22**  
**SAFETY & SAFTEY TRAINING**

Section 1. The employee covered by the terms of this Agreement shall at all times, while in the employ of the Employer, be bound by the safety rules and regulations as established by the Owners, Employers and applicable safety laws, including but not limited to OSHA and MHSA.

Section 2. The Employer will supply all required safety equipment with exception of STEEL TOED SHOES and prescription safety glasses.

Section 3. The Union and the Employers will work cooperatively to have the Apprenticeship and Training Fund, at no cost to the Employer, provide safety training as required by the Owner, provided the safety requirements are not unique to the Owner. If the safety training is unique to the Owner, the training must be available to all members of the Union regardless of employment.

. All employees are required to have Hazcom and 10 Hour OSHA course training. By December 31, 2015, all foremen and general foremen will be required to have the 30 Hour OSHA training.

**ARTICLE 23**  
**INSURANCES**

It is agreed that all Employers must furnish Workers Compensation Insurance, Unemployment Insurance and New York State Disability Insurance for all Employees. All Employers shall provide certificates of insurance upon written request of the Union/Council.

**ARTICLE 24**  
**FOREMAN / GENERAL FOREMAN**

Section 1. When two Millwrights are employed, one shall be the Foreman and he/she shall receive not less than the amount per hour, as noted on the Wage and Fringe Schedule (by county), over the journeyman's rate, with a minimum of eight (8) hours per day guarantee, Monday through Friday, while on the payroll of the Employer and continuing to serve in that capacity.

Section 2. General Foreman shall receive not less than the amount per hour, as noted on the Wage and Fringe Schedule (by county), over the journeyman's rate, with a minimum of eight (8) hours per day guarantee, Monday through Friday, while on the payroll of the Employer and continuing to serve in that capacity.

Section 3. When a Foreman or General Foreman is employed, he/she shall be recognized as the only representatives of the Employer who shall issue instructions to the workers.

Section 4. No Foreman shall have more than twelve (12) Millwrights under his/her jurisdiction. Upon mutual agreement between the Union and the Employer, the maximum number of Millwrights per Foreman may be adjusted.

Section 5. All Foremen and General Foremen shall be journeyman members of the craft.

Section 6. When more than Fifty (50) Millwrights are employed on a single project a general foreman shall be employed.

**ARTICLE 25**  
**MAKE-UP DAY**

Make-Up Day: Saturday, or in the case of a four ten (4-10) work week, Friday, may be used as a make-up-day and worked at the straight time rate of pay during a work-week when conditions beyond the employer's

control, such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day.

## **ARTICLE 26 WAGES**

Refer to Hourly Wage and Fringe Schedule (by county) elsewhere in this Agreement.

Section 1. A Certified Welder shall receive \$ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding.

Section 2. If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that Employee shall receive a \$1.25 premium per hour.

Section 3. An employee performing the work of a machinist shall receive \$1.25 per hour in addition to the current journeyman's rate. For the purposes of this section, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts,

Section 3. Although members of the craft may work a portion of a day in any of the job classifications described above, they shall be compensated for the entire work day at the premium rate established for such classifications, provided they are present and working for the Employer during the entire work-day.

Section 4. If a drug test is ordered by the Employer (even at the request of the owner) at a vendor selected by the Employer, not the Owner, and there is a false positive test result by the split sample specimen, the employee will be paid for the time he/she missed because of the false positive test.

## **ARTICLE 27 COUNCIL REPRESENTATIVES**

Section 1. The respective Council Representative shall be allowed to visit the jobsite at all times, provided that the Council Representative satisfies required and reasonable clearance, orientation and training to access the site. He or she shall first visit the jobsite office to notify the Employer of his/her presence. Employers will assist the Council Representatives in obtaining clearance into plant facilities for access to the jobsite, if required.

Section 2. Council Representatives shall not disrupt work site activities and if required to do so he/she shall be escorted by an Employer Representative.

## **ARTICLE 28 HOURS OF WORK AND OVERTIME**

Section 1. The first five days, Monday through Friday inclusive, shall constitute a working week. The normal work day shall consist of eight (8) hours with one-half (1/2) hour for lunch. The lunch period should be scheduled at the approximate midpoint of the shift. If circumstances exist, the Employer will have flexibility in the form of one-half (1/2) hour either side of the regularly scheduled lunch period for those Employees. The starting time shall be set by the Employer and shall not be changed from day to day. The work day must start no earlier than 6:00 a.m. and no later than 8:00 a.m. except as may be otherwise mutually agreed upon by the Employer and Union.

Section 2. Work performed before or after the above specified hours and on Saturday shall be paid on a time and one half (1½) basis. All work performed on Sundays and holidays shall be paid on a double time basis.

Section 3. No work to be performed outside the hours specified or on legal holidays, Saturdays, or Sundays, without permission of the Union.

Section 4. The lunch period, when taken outside the times as defined in Section 1 will be paid at the applicable overtime rate.

Section 5. When overtime requires a Millwright to work more than two (2) hours beyond the normally scheduled shift or over ten (10) hours worked, he/she shall receive a second paid fifteen (15) minute break.

Section 6. It is further agreed that on private work, to the extent permitted by law, an Employer's request for a four (4) day (Monday – Thursday or Tuesday-Friday), ten (10) hour work week shall not be unreasonably denied when requested twenty-four (24) hours in advance of commencement. All work performed after ten (10) hours or forty (40) hours in the same four (4) day (Monday – Thursday or Tuesday-Friday), ten (10) hour workweek shall be paid at the overtime rate required by the Collective Bargaining Agreement in the area that the work is being performed. The Foremen/General Foremen shall receive not less than the amount per hour, as noted on the Wage and Fringe Schedule (by county), over the journeyman's rate, with a minimum of ten (10) hours per day guarantee, Monday through Friday, while on the payroll of the Employer and continuing to serve in that capacity. In addition, work performed by the same employee in that week, regardless of location, shall be paid at the overtime rate provided for in the area where work is performed.

## **ARTICLE 29 TRADE AUTONOMY**

The machinery, equipment and associated components listed below, which is identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights).

Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our autonomy when, to avoid repetition, it is not described in other applications.

Section 1. The term Millwright and Machinery Erectors shall mean the unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, welding, burning; erecting, calibrating, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, jet, electric, pneumatic, water, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind or any other source, regardless of whether temporarily or permanently installed or located.

Section 2. Some of the locations in which you may find machinery, equipment and their components are: woodworking, canning, food, and computer industries, steel, metal, plastic, and glass manufacturing or recycling plants, foundries, ore reduction plants, stamping facilities, coffee roasting plants, paper, cellophane and film industries, feed and saw mills, rock, gravel, sand washing, stone crushing, cement and asphalt plants, water, sewage and chemical treatment plants, laundries, kitchens, restaurants, hospitals, bakeries, fertilizing and mixing plants, can, ice, bottle and bag manufacturing plants, textile, flour, and paint mills, breweries, milk, rendering and meat processing plants, locks, dams and bridges, coal yards, sugar refineries, ethanol or similar type facilities, post offices, package handling centers, incinerators, co-generation, coal gasification and power plants, automotive, truck and or similar manufacturing type factories, bio-research facilities, the amusement, recreational and entertainment fields.

Section 3. Millwrights shall set all engines, motors, dynamos, generators, diesel generators, motor restraints, install, measure and align with optical instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components, the attachment of the inlet manifolds and exhaust ducts, cylinders, diaphragms, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others, perform oil flush, install turbine lube oil tank, pumps and related

component skids, filters, thrust bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases, perform all precision grouting using the following materials, epoxy, wet, non-shrink, dri-packing or other types, demineralizing, hydromation and mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, Bailey Meters or similar devices and their linkages, fluid drives, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches including the brackets that are attached to, stop logs, dam rollers, transfer cars, gear head motors.

Section 4. The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, monorail (all sizes), trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers, heat exchanges, grain, ball, hammer, roller mills and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors conveyors of all sizes, types, and styles regardless of the materials they are constructed with, including their supports, people movers, jet ways, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

Section 5. Sewage and Water Treatment Plants - disassembly, fabricating, rigging, erecting and, aligning of skimmers, rake mechanisms, feed wells, battles, scum troughs, degritting equipment, bar screens, comminutors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems (excluding the filtration media and associated earthworks), ultra violet rack systems, mechanical drive assemblies, conveyors, monorails, gates and setting odor control equipment, (excluding heating, ventilating and air conditioning work or associated earthworks), ultra violet rack systems, mechanical drive assemblies, conveyors, monorails, gates, and setting odor control equipment (excluding heating, ventilating and air conditioning work or associated earthworks). The setting of thru-clean bar, straight line bar, trash dryer drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydro sensors, fuel blowers, grizzly screens, trammels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, spray paint booths and washers for cars, trucks, buses, trains and other types, hydraulic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors, activation equipment, racks, material handling platforms, transition pieces, the handling and installation, of pulleys, gears; sheaves and fly wheels, air vacuum, worm, belt, friction, rope, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all keyseats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Section 6. The laying out, fabrication and installation of protecting equipment including: machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes in machinery for any equipment which the Millwrights install regardless of materials, all welding and burning regardless of type, fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights, cleaning of machinery before turnover to owner, machining, grinding, milling, broaching, boring, threading, lapping and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed by the Millwrights.

Section 7. Rock, sand and gravel plants, batch or aggregate plants, recycling equipment, crushers, conveyors, chutes from one piece of mechanical equipment into another piece of mechanical equipment or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways or elsewhere.

Section 8. When optical instruments such as automatic levels, builders transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate and set machines, these tools are considered a tool of this trade and are to be used by Millwrights to set their equipment.

Section 9. Asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work. (Removal shall be allowed by the Union whose members have been educated and trained in the safe removal of asbestos material.) Any new equipment or technology designed to replace any of the equipment described above shall remain in the jurisdiction of the Millwrights.

Section 10. All animation and mechanical exhibits that are used in expositions and fairs. All turntables in expositions, fairs, gas stations, garages.

Section 11. Setting of guns and gun mounts. The skidding and unskidding and crating and uncrating of all machines shall be the work of the Millwrights. Finally, all work pertaining to machinery used for manufacturing purposes or amusement devices which will come with the evolution of time and this craft will come under this jurisdiction.

Section 12. The rigging, setting, leveling, cleaning, forming and grouting of equipment bases are the work of the Millwright.

Section 13. It is understood that Millwrights shall perform work assigned to them by the Employer, provided they can perform it safely.

Section 14. There will be no cessation of work at any time as a result of jurisdictional disputes. They will be handled solely in accordance with the Article titled 'Jurisdictional Disputes,' located elsewhere in this Agreement.

Section 15. The parties agree that it has been the custom and practice of Millwrights to perform layout work from time to time, using surveying instruments such as the transit level, when required.

Section 16. It is understood that Millwrights shall perform work as assigned to them by the Employer, provided they can perform it safely.

Section 17. There will be no cessation of work at any time as a result of jurisdictional disputes. They will be handled solely in accordance with the Article titled Jurisdictional Disputes located elsewhere in this Agreement.

### **ARTICLE 30 TRAVEL REIMBURSEMENT**

Section 1. Millwrights who are sent outside of the geographical jurisdiction of Local 1163, as defined in this Agreement, (by the Employer), but within the geographical jurisdiction of the Council and remain away overnight shall be paid pre-negotiated expenses, including mileage while traveling and for meals and sleeping accommodations. The Employer shall inform the Millwright of the reimbursed expenses to be provided for such job assignment prior to being sent. Such pre-negotiated expenses are not required when work is within the geographical jurisdiction of Local 1163 set forth in Article 2, as defined in this Agreement.

Section 2. When Millwrights are required to move from shop to job and from job to job during working hours, all within the geographical jurisdiction covered by this Agreement, they shall be paid their regular hourly rate and travel

expenses at the applicable Federal Rate per mile, unless the Employer furnishes the transportation and returns them to the starting point before the regular scheduled quitting time.

### **ARTICLE 31 SUBCONTRACTING**

Section 1. Any Employer, party to this Agreement, shall notify the Council of the awarding of any contract on which UBC work is to be performed, whether by the Contractor or Subcontractor. Said notice shall include the location of the job and the name and address of the Contractor or Subcontractor involved.

Section 2. An Employer signatory to this Agreement agrees that it or any of its Subcontractors will not contract or subcontract UBC work to be done at the site of Construction, except to a person, firm or corporation who is party to a current labor Agreement with the Council or the UBC.

### **ARTICLE 32 UNION MEMBERS CONTRACTING WORK**

Members of Local Union 1163 contracting work, must show proper insurance (and post notice to this effect) and be signatory to this Agreement before hiring a member of this Council.

### **ARTICLE 33 JURISDICTIONAL DISPUTES**

Section 1. The parties hereto mutually agree that if the Employer receives written notification from one (1) or more Unions contesting a work assignment, the Employer shall maintain his/her work assignment until the dispute has been resolved in accordance with the following procedure.

- (a) The contesting Unions and the Employer shall attempt to resolve the dispute(s). If unable to do so within forty-eight (48) hours, Saturdays, Sundays and Holidays excluded, then;
- (b) The parties to this Agreement shall meet for the purpose of resolving the dispute. If unable to resolve said dispute within forty-eight (48) hours, Saturdays, Sundays and Holidays excluded then;
- (c) The parties to this Agreement will refer said dispute to the International Unions. If they are unable to resolve said dispute within five (5) days, Saturdays, Sundays and Holidays excluded, then;
- (d) The parties to this Agreement may seek resolution through the National Labor Relations Board. No legal action may be initiated until steps a, b and c above have been exhausted.

Section 2. Neither party shall order or permit any lockout, strike, or other work stoppage or slowdown. Further the Union will not aid, support or permit unauthorized strikes, slowdowns or work stoppages by its members with respect to a jurisdictional dispute.

**ARTICLE 34  
MOST FAVORED NATIONS**

Should the Union at any time hereafter enter into an agreement with any Employer performing work covered by the terms of this Agreement with terms and conditions more advantageous to such Employer, or should the Union in the case of any Employer which is bound to this form of Agreement countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the Millwrights Contractors Association shall be notified and any Employer party to this Agreement shall be privileged to adopt such advantageous terms and conditions.

**ARTICLE 35  
MOST FAVORED NATIONS WAIVER PROCEDURE**

FOR PURPOSES OF ORGANIZING NON-SIGNATORY EMPLOYERS, THE PARTIES AGREE TO WAIVE ARTICLE 34 TITLED "MOST FAVORED NATIONS" on a one-time basis only for one (1) specific project per Employer, provided the Union supplies the Association with a copy of said Employer's entire signed Agreement within five (5) working days. A waiver shall only be permitted for ARTICLE 39 titled "DURATION", and no waiver shall be allowed for any other conditions.

**ARTICLE 36  
MAINTENANCE OF STANDARDS**

This Agreement covers the entire jurisdiction of the Eastern Millwright Regional Council (50 counties). However, there are certain areas where Agreements are in place that cover Millwrights jurisdiction and have not yet expired. Where this condition exists, the more favorable terms and conditions of those Agreements, that are in conflict with the terms and conditions of this Agreement, shall take precedent until the date of their expiration.

**ARTICLE 37  
WORK IN OTHER AREAS**

The Employer agrees that if it performs any work covered under any Collective Bargaining Agreement of the Eastern Millwright Regional Council or The Northeast Regional Council of Carpenters or in any of its regional districts or constituent Local Unions, then, for such work only, on a project by project basis, the Employer, for the duration of the project, will pay the wages, fringes and abide by any other terms and conditions of employment in the Agreement applicable to the Employees at the construction site location where said work is being performed; said Employer shall have no continuing obligation under any terms of the collective bargaining Agreement, which shall cease to exist upon the Employer's termination of work in the area and when all wages and fringes are paid in full.

**ARTICLE 38  
STRIKES AND LOCKOUTS**

There shall be no strike or lockout pending any dispute being investigated and all peaceable means taken to bring about a settlement. Any dispute relating to this Agreement shall be handled in accordance with the grievance/arbitration procedure, and the Employer agrees to be bound by those procedures.

**ARTICLE 39  
DURATION**

Section 1. This Agreement shall become effective on July 1, 2015 and shall remain in effect until May 31, 2018 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 May 31, 2018 or not more than ninety (90) days nor less than sixty (60) days prior to any anniversary date thereafter that either party desires to modify this Agreement.

Section 2. Due to the special conditions which exist within the geographical jurisdiction of Local Union 1163, (which was originally the geographical jurisdiction of Local Union 9); the no strike provision contained in this Agreement shall remain in force and effect until May 31, 2017. Any provisions which are negotiated by the Association/Employer and the Empire State Regional Council Of Carpenters, or its successor, at the expiration of this Agreement as provided in Section 1 above, shall be deemed applicable to those Employees working in the geographical jurisdiction of Local Union 1163 (which was originally the geographical jurisdiction of Local Union 9), retroactive to the expiration of the collective bargaining Agreement between the Association and the Empire State Regional Council Of Carpenters then in effect. The geographical jurisdiction of Local Union 1163 (which was originally the geographical jurisdiction of Local Union 9), shall be deemed that area which was in effect as of May 31, 2002. Further, the Union agrees that its members may continue to work within that jurisdiction of Local Union 1163, (which was originally the geographical jurisdiction of Local Union 9), regardless of whether a strike has been called in any other geographical jurisdiction for the fifteen (15) year period, up to June 1, 2017. In the event a wage increase cannot be mutually agreed upon, the Association/Employer agrees to increase the Millwright's pay by the average raise of the following trades: Pipe Fitters, Boilermakers, Sheet Metal Workers, Electricians and Ironworkers, for those respective year(s).

The parties, having discussed all terms and conditions relevant to their Agreement, agree there will be no other changes except by mutual consent of the Union and the Association

IN WITNESS THEREOF, the parties to this Agreement hereby sign and duly execute this Agreement that is effective July 1, 2015 – May 31, 2018

**MILLWRIGHT CONTRACTORS ASSOCIATION, INC.**

Signed by  Date: 5/28/15  
Title: *Executive Director*

**EASTERN MILLWRIGHT REGIONAL COUNCIL**

Signed by Robert E. Loubier Date 5/28/15  
Title: *Executive Secretary/Treasurer*

**MILLWRIGHT LOCAL NO. 1163**

Signed by  Date 5/28/15  
Title: *Regional Director*

**APPENDIX “A”  
MILLWRIGHT ASSOCIATION MEMBERS**

**Adirondack Mechanical Services, LLC  
Atlas Industrial Contractors, Ltd  
BMG Enterprises of Upstate NY, Inc.  
BVR Construction Company, Inc.  
Boulter Industrial Contractors, Inc.  
C&S Technical Resources, Inc.  
Colonial Industrial Contractors Corporation  
F.H. Chase, Inc  
Gould Erectors and Riggers, Inc.  
Hohl Industrial Services, Inc.  
LMC Industrial Contractors, Inc.  
Newport News Ship Building  
Rozell East, Inc.  
S&R King Mechanical Contractors, Inc.**

**APPENDIX "B"**  
**MILLWRIGHT TOOL LIST**

<b>Quantity</b>	<b>Item</b>	<b>Cost</b>
3	Tool Boxes	
1	Ball Pein Hammer 24 oz	
1	Ball Pein Hammer 8 oz	
1	6" Combination Square	
1	12" Combination Square	
1	6" Steel - Straight Edge Ruler	
1	12" Steel - Straight Edge Ruler	
1	50' Steel Tape	
1	12' Flex Tape	
1	Small Cold Chisel	
1	Large Cold Chisel	
1	Dial Indicator Set/Magnetic Base	
1	Protractor (0-180) 6"	
1	0 - 1" Outside Micrometer	
1	Small Inside Caliper (Spring Type) (4")	
1	Large Inside Caliper (Spring Type) (8")	
1	Small Outside Caliper (Spring Type) (4")	
1	Large Outside Caliper (Spring Type) (8")	
1	Small (6") Slide Caliper	
1	Small Leaf Thickness Gauge	
1	Large Leaf Thickness Gauge	
1	Small Pair Dividers (4")	
1	Large Pair Dividers (8")	
1	Light Plumb Bob (8oz)	
1	Heavy Plumb Bob (24oz)	
1	4" or Combination Precision level	
1	6" or Combination Shaft Level	
1	12" Precision Level	
1	Small Center Punch	
1	Large Center Punch	
1	Regular Screw Driver Set (7pcs.)	
1	Phillips Screw Driver Set (5pcs.)	
1	Pair Channelocks (12")	
1	Pair Vise Grips	
1	Gasket Scraper	
1	Drift Pins (7pcs.)	
1	Utility Knife	
1	Standard Combination Wrench Set (1/4" - 1")	
1	Metric Combination Wrench Set (8 - 20 mm)	



APPENDIX “c”  
FUNDS

Fund

Counties

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Empire State Carpenters Health/Annuity Funds  
270 Motor Parkway, Dept. A  
Erie Hauppauge, NY 11788  
(631)952-9700

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

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Empire State Carpenters Pension Fund  
270 Motor Parkway, Dept. A  
Hauppauge, NY 11788  
(631)952-9700

Broome-Cayuga- Chemung-Chenango-Cortland-Columbia  
Delaware-Erie- Genesee-Greene-Herkimer-Jefferson-Lewis  
Livingston-Madison-Monroe-Niagara-Orleans-Otsego-Oneida  
Onondaga-Ontario-Oswego-Seneca- Schuyler-Steuben  
St. Lawrence-Sullivan-Tioga-Tompkins-Ulster-Wayne  
Wyoming-Yates

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Southern Tier Building Trades Benefit Funds  
202 West Fourth Street  
Jamestown, New York 14701  
(716)664-4391

Allegany-Cattaraugus-Chautauqua

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Carpenters Local 370 Benefit Funds  
&  
Adirondack Carpenters Pension Fund  
27 Warehouse Road  
Albany, New York 12205  
(518)438-7641

Albany-Fulton-Montgomery-Rensselaer-Saratoga/*Odd Years*  
Schenectady – Schoharie  
Clinton-Essex-Franklin-Hamilton-Saratoga/*Even Years*-Warren  
Washington