

**Memorandum of Agreement
Between
The Associations
And
Northeast Regional Council of Carpenters
of the United Brotherhood of Carpenters and Joiners of America**

All terms and conditions of the June 1, 2011-May 31, 2016 Northwest Region Building Agreement between "The Associations" (Employers) and Northeast Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America and not modified below shall remain in full force and effect.

Term: June 1, 2016 – May 31, 2021

"The Associations" = Construction Employers Association of Central New York, Inc., Eastern Contractors Association, Inc., Construction Industry Association, Construction Industry Employers Association, Southern Tier Contractors Association, The Building Industry Employers Association of Niagara County.

TA	Housekeeping – incorporate all changes regarding dates, grammar, addresses, article renumbering, fund name changes and the like. Also include 2013 amendment clarifying rates for buildings on Heavy Highway projects.
TA	Consolidate Southern Tier Associations
TA	Remove references to Mohawk Valley Construction Employers Association (MVCEA) and Northern New York Builders Exchange (NNYBX)
TA	Clarify that all benefits are only paid on hours worked, not hours paid. Except for work performed inside the secure area of nuclear power plants, where fringes are paid on hours paid.
TA	The two parties agree to form a subcommittee to discuss work jurisdiction with a goal of creating one uniform article to apply to all areas and make a recommendation on such to the negotiating parties, with the objective of doing so by May 1, 2017.
TA	The parties will work to schedule Labor-Management meetings to discuss industry issues, market conditions, competition, recruitment and training of manpower to meet current and future industry needs
TA	Agreement Dates: June 1, 2016 to May 31, 2021
TA	<u>Article 4</u> – Change to note that this is now a 9(a) agreement
TA	<u>Article 8 - Hours of Work and Overtime</u> Add the following sentence to Section 2: This does not apply to new employees hired during the work week. Move old Article 10 - Make-Up Day to here as new Section 6.
TA	<u>Article 9 - Shift Work</u> Section 1. The following schedule is applicable to two (2) or three (3) shifts per day: 1 st Shift: Regular rate 2 nd Shift: Premium of 7% of base wage per hour 3 rd Shift: Premium of 14% of base wage per hour
TA	<u>Article 10 - Make-Up Day</u> Move into Hours Worked Article as new section 6

TA	<p><u>Article 15 - Pre-Apprentices and Apprentices</u> Indentured prior to January 1, 2016 Pre-Apprentice: \$11.50 per hour with current health contribution only 1st Level Apprentice: 50% of base rate with current health contribution, \$1.15/hr Pension 2nd Level Apprentice: 60% of base rate with current health contribution, \$1.15/hr Pension 3rd Level Apprentice: 70% of base rate with current health contribution, \$2.25/hr Pension, \$1.50/hr Annuity 4th Level Apprentice: 80% of base rate with current health contribution, \$2.25/hr Pension, \$1.50/hr Annuity</p> <p>Indentured after January 1, 2016 Pre-Apprentice: \$11.50 per hour with current health contribution only 1st Level Apprentice: 50% of basic rate with current health contribution, \$1.15/hr Pension 2nd Level Apprentice: 60% of basic rate with current health contribution, \$1.15/hr Pension 3rd Level Apprentice: 65% of basic rate with current health contribution, \$2.25/hr Pension, \$1.50/hr Annuity 4th Level Apprentice: 70% of basic rate with current health contribution, \$2.25/hr Pension, \$1.50/hr Annuity 5th Level Apprentice: 80% of basic rate with current health contribution, \$2.25/hr Pension, \$1.50/hr Annuity</p>
TA	<p><u>Article 16 - Hourly Wage and Fringe Benefit Schedule</u> Certified Welders (DOT, ABS) Certified welders shall receive \$1.00 per hour over the appropriate rate of pay (Journeyman or Apprentice) when the employee is required to be certified and performs DOT or ABS specified welding work. If the Employee spends any part of the day welding, the Employee shall receive welder's rate of pay for the entire day.</p> <p>Pile Drivers – Move language to Article 39</p>
TA	<p><u>Article 17 - Fringe Benefits</u> Add language: In the event the Funds Office implements an electronic/online mechanism for remittance information and payments, Employers will be encouraged to do so.</p> <p>Add language to cover CCT NY/NJ</p> <p>Reference current Funds' Collection Policy – March 11, 2013</p> <p>Remove Local 66 language</p>
TA	<p><u>Article 18 - Bonding</u> Add new Section (c) All manpower will be pulled if Employer fails to either submit a bond or pay benefits on a weekly basis. If the Fund Trustees request that manpower be pulled, the Union shall do so.</p> <p>Add new Section 3: All Employers bound to this agreement through a Project Labor Agreement (PLA) shall be subject to the above bonding requirements.</p>
TA	<p><u>Article 20 - Stewards</u></p> <p>Section 1. On all jobs that employ less than five (5) carpenters, the Union shall have the right to appoint the working Union certified steward from the carpenters in the crew. If no one accepts the position of or is not a Union certified steward, one will be appointed by the Union. On all jobs that employ five (5) carpenters or more, the Union shall have the right to appoint the working Union certified steward from the hall. The union will promptly notify the Employer by email of the appointment of 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 the 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 an additional Employee(s), the steward will be recalled first, provided he/she is qualified to perform the work or another qualified Union certified steward will be appointed by the Union. Should this</p>

	<p>section be violated, the Employer will be given notification and will be subject to penalty pay for the stewards lost time. Disputes under this Section will be referred to the Grievance and Arbitration Procedure.</p> <p>Add new Section 4. The Union will inform the Employer of the name of the Steward that has been appointed to individual projects.</p> <p>Add new Section. The Union shall notify the Employer and Associations whenever jobsite actions are anticipated to take place that may affect the jobsite.</p> <p>Add new section. The Employer shall make reasonable efforts to notify the Union prior to or on the start date of any project requiring bargaining unit employees, except emergency jobs or those lasting five (5) days or less. Notification shall be by email sent to the Union office that covers the territory that the project is located in. The Union shall supply the Employer with a list of Union office email addresses and the corresponding territories they cover.</p>
TA	<p><u>Article 23 - Tools</u> Section 7 –Increase maximum reimbursement amount to \$500</p>
TA	<p><u>Article 25 - Waiver of Subcontracting</u></p> <p>Add new section: It is specifically agreed by the union that it will not take any jobsite actions on projects where the waiver of subcontracting is being utilized except where violations of the procedure have been established.</p> <p>Section 1. Make sure refers to Employer notifying the Union one (1) week prior to <u>bid</u> (not award)</p> <p>Procedures:</p> <ol style="list-style-type: none"> 1. The employer will notify the Union of the name, address, phone number, and principal or contact person of the non-signatory subcontractor selected and facilitate a meeting when requested in a timely manner prior to the commencement of work. 2. The Employer agrees to insert language as follows into each subcontract.....and provide proof when requested 3. If a second violation is determined, the violator shall lose the use of this procedure for two (2) years or the duration of the agreement, whichever is shorter. If a third violation is determined, the violator shall lose the use of this procedure for three (3) years
TA	<p><u>Article 38 - Millwright</u> Remove Section 2</p>
TA	<p><u>Article 39 – Piledriving</u> Add new Section 6 moved from old Article 16 – Pile Drivers shall receive \$0.25 per hour over the appropriate rate of pay (Journeyman or Apprentice) when performing piledriving work.</p>
TA	<p><u>Article 40 – Diving</u> <i>Continue discussions to help with market competitive issues in commercial diving. No changes for now.</i></p>


TA	<p><u>All Appendices</u> Add the following to each areas' Trade Jurisdiction: Any equipment or process, including automation, material or technologies that replaces or augments work that is being performed or had been traditionally performed by Carpenters, shall be assigned to Carpenters subject to overriding statutes or ordinances.</p> <p>Under Wages Increases/ASP: Remove "Increases effective the first pay period beginning on or after the dates listed."</p> <p>Change Labor Management to CCT NY/NJ in wage schedules</p> <p>Add the following items to the trade jurisdiction language lists in Appendix D, E, F, G, H, I and J: Non-electronic signage Low voltage ceiling grid The setting of fume hoods/lab cloud The setting of VLTs</p> <p>Remove precast (not including tilt-up) from the trade jurisdiction language lists in Appendix D, E, F, G, H, I and J where applicable.</p>
TA	<p><u>Appendix J - Local 276</u> Eliminate reference to UNICON and Labor Management Cooperation.</p> <p>Increase ASP contribution to 0.7%</p> <p>Add CCT line item to the wage table</p>
	<p><u>Appendix B – Local 277</u> <u>Industry Fund:</u> For the counties of Jefferson, Lewis and St. Lawrence, add an additional \$.02 for the first year, making the ASP a total of \$.17 For the counties of Herkimer, Madison and Oneida, add an additional \$0.02 for each of the first three years of the agreement and then an additional \$.01 per hour for the fourth year of the agreement. Total ASP for the above counties as of:</p> <p>7/1/2016 - \$0.12 7/1/2017 - \$0.14 7/1/2018 - \$0.16 7/1/2019 - \$0.17 7/1/2020 - \$0.17</p> <p>These increases are NOT reflected in the wage increases noted below. They are in addition.</p>

WAGE INCREASES

	<u>July 1, 2016</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
Erie & Genesee, Niagara, Orleans, Wyoming	\$0.25	\$0.35	\$0.45	\$0.55	\$0.55
Livingston, Monroe, Ontario, Wayne / Chenango, Delaware Otsego	\$0.50 / \$0.00	\$0.53 / \$0.15	\$0.75	\$0.75	\$0.75
Allegany, Cattaraugus, Chatauqua / Broome, Tioga	\$1.13 / \$0.85	\$1.00	\$1.10	\$1.10	\$1.00
Oswego "A" Rate (nuclear)	Convert to \$1.50 premium over standard rate				
Tompkins, Chemung, Cortland, Schuyler, Steuben	\$0.55	\$0.60	\$0.70	\$0.80	\$0.80
Cayuga, Seneca, Yates,	\$0.80	\$0.95	\$1.00	\$1.00	\$1.00
Utica: Herkimer, Madison, Oneida	\$0.69	\$0.95	\$1.00	\$1.00	\$1.00
Oswego, Jefferson, Lewis, St. Lawrence	\$0.55	\$0.60	\$0.70	\$0.80	\$0.80
Onondaga	\$0.64	\$0.80	\$0.80	\$0.90	\$0.90

	<u>July 1, 2016</u>	<u>Jan. 1, 2017</u>	<u>July 1, 2017</u>	<u>Jan. 1, 2018</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	\$0.60	\$0.50	\$0.60	\$0.50	\$1.10	\$1.10	\$1.10
Saratoga	\$0.70	\$0.55	\$0.70	\$0.55	\$1.26	\$1.26	\$1.26
Hamilton, Warren, Washington	\$0.60	\$0.40	\$0.60	\$0.40	\$1.00	\$1.00	\$1.00
Clinton, Essex, Franklin	\$0.60	\$0.40	\$0.60	\$0.40	\$1.00	\$1.00	\$1.00

There being no other changes, the above is hereby agreed this 27th day of May 2016.


ON BEHALF OF
Todd G. Helfrich, President and CEO THE
Eastern Contractors Association, Inc. Associations
Negotiation Committee Chairman

James Logan
Construction Industry Employers Association


Earl R. Hall, Executive Director
Construction Employers Association of CNY, Inc.

Brad Walters
Southern Tier Contractors Association


Aaron Hilger, Managing Director
Construction Industry Association of Rochester, Inc.

Angelo Massaro
The Building Industry Employers Association of
Niagara County, New York

NORTHEAST REGIONAL COUNCIL OF CARPENTERS
Northwest Region



David Haines
Regional Manager



William Banfield
Regional Manager