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1,500 workers

35 pp.

AGREEMENT

between

Carpenters Local Union 1996

of the

THE NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS

of the

United Brotherhood of Carpenters & Joiners of America

AFL-CIO

Covering the States of

Maine, New Hampshire, Vermont

and

Construction Contractors and Employers

Effective: October 1, 2002

Expires: September 30, 2006

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AGREEMENT

Agreement entered into this first day of October 1, 2002 between the undersigned Contractors, hereinafter referred to as the Employer and Local Union 1996 of the United Brotherhood of Carpenters and Joiners of America, covering Local Union 1996 jurisdiction in the states of Maine, New Hampshire and Vermont. When the term "Union" is used, it shall be interpreted as affiliates of the UBCJA.

Whereas the parties hereto agree that harmonious relations and intelligent working arrangements are essential to an equitable relationship between Contractor Employers, the public and the Union, and that all concerned must benefit by industrial peace and by the establishment and maintenance of fair contractual terms, conditions and provisions, and by the establishment and use of proper and fair methods of settling grievances.

ARTICLE I **Recognition**

This Agreement shall cover "Trade Autonomy" of the United Brotherhood of Carpenters and Joiners of America as follows:

Trade Autonomy

The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, plastic, metal fiber, cork and composition, and all other substitute materials.

The handling, erecting, installing, dismantling of machinery and equipment, and the manufacturing of all materials where the skill, knowledge and training of the Carpenter or Joiner are required, either through the operation of machine or hand tools, either at the job site or in production of shops and factories.

The driving and pulling of all piling, wood sheet piling, steel sheet piling, driving of H beams, and/or piles of any type, use of: Cutting Torches, Control of Throttle Valves on Pile Drivers, Cranes and Lighters, driving concrete and timber piling on jobs, the cutting of all piling, and all tagging, is work to be performed by the members of the United Brotherhood of Carpenters and Joiners of America.

Residential wood frame construction shall include all work in connection with new construction of all residential units such as single-unit dwellings, duplexes, town houses, and walk-up apartments. Wood-frame construction is defined as a structure or building with a wood-framed exterior skeleton and wood-framed interior support and roof frame. This definition shall also cover the receiving, fastening, and putting in place of all modular residential units when used in construction, as described above, regardless of the material utilized, to construct modular units including, but not limited to wood, masonry, metal, or plastic.

Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade:

Carpenters and Joiners, Millwrights, Piledrivers, Divers, Wharf and Bridge Carpenters, Timbermen and Core Drillers, Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators, Asbestos Abatement Workers, Mechanical Planners, Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Casket and Coffin Makers, Box Makers, Railroad Carpenters and Car Builders and Lathers, and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the unloading, handling, distributing, erecting and installing material for any of the above divisions or sub-divisions that is in the jurisdiction of the carpenter. Burning, welding, rigging and the use of any instruments or tools for layout work, incidental to the trade, including the spotting and aligning of all chalk lines and grades (other than control lines) that govern any work to be performed by carpenters.

Words and Phrases Defined

Throughout this claim of jurisdiction and trade autonomy the following words and phrases as used therein shall be considered to have the following meanings respectively, unless the context shall clearly indicate a different meaning in the connection used:

The term "**Carpenter**" and the term "**Joiner**" are synonymous, and in either case shall mean one who prefabs or constructs forms for footings or foundations of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural parts of a house, building or structure made of wood or any substitute such as plastics or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and stripping and dismantling of all forms. The fabrication, erecting and dismantling of all falsework. Where power is used for the setting or dismantling of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters. The fabrication and/or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts is included.

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

The installation of all mouldings made of wood, metal, plastic or composition, installing of run-strips for plumbers or other trade or cutting for pipes through floors, joists or partitions composed entirely or in part of wood or other materials erected by Carpenters.

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

Erection of all wood, metal, plastic, and composition partitions; cutting and applying of all furring, making and fastening of wood brackets for metal ceilings and side walls; erecting of all wood furring for cornices, and putting on all grounds for plaster or cement finish.

The building, erecting and dismantling of all scaffolding and staging for all trades; the building and constructing of all derricks; the making of mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings.

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

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

Building and erecting stairs, store, office, bank and other fixtures, shelving, racks whether of wood or other material; making and fitting of screens; putting on weather strips and caulking. The installation of laboratory equipment including cabinets and work benches, bookcases and cabinets either separately or used in conjunction with heating and/or air-conditioning units, blackboards, bulletin boards, billboards, meterboards and boards of all types.

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

Fire stopping/smoke sealing of all penetrations, joints, gaps, and openings in fire-rated construction, whether with sealants, mechanical devices, dry-mix compounds, tapes, pillows, and regardless of backing material used.

Fire stopping/smoke sealing: the installation of "a single material or combination of materials used to create a fire-stop system or assembly capable of preventing the spread of heat, fire, gasses, or smoke through an opening in a wall or floor. The fire stop system or assembly refers to all the necessary components in the approved fire-stop design, which can include, but is not limited to the penetrant size, annular space, sealant depth, joint width, etc. The fire rating of the fire stop system should be equivalent to the fire rating of the barrier in which the fire stop is installed.

The unloading, handling, setting, and connecting together of self-service refrigerated and frozen food display cases, walk-in coolers, and freezers regardless of material.

The operation of winches, jacks, scissors or man lifts, and aerial lifts whether operated manually or mechanically by portable operating devices, used to handle materials to be installed, erected or dismantled by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade.

The term "**Millwright**" and "**Machine Erectors**" shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all machinery and equipment installed either in buildings, factories, structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or servicing, be it powered or receiving power manually, by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to the following: woodworking, plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handing, asphalt plants, sewage disposal, water plants, laundry, bakery, mixing plant, can, bottle and bag packing plant, textile mills, paint mills, breweries, milk processing plant, power plants, aluminum processing or manufacturing plants, amusement and entertainment field. Installation of mechanical equipment

in atomic energy plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

The installation of but not limited to the following: Setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports, escalators, man lifts, moving sidewalks, hoists, dumb waiters, all types of feeding machinery, amusement devises, mechanical pin setters and spotters in bowling alleys, refrigeration equipment, and the installation of all types of equipment necessary and required to process materials either in the manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, hydraulic rams, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes or cables.

The laying out, fabrication and installation of protection equipment including machinery guards; making and setting templates for machinery; fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install, regardless of materials; all welding and burning, regardless of type; fabrication of all lines, hoses or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing any machine work necessary for any part of any equipment installed by the millwright; and the breaking and trial run of any equipment or machinery installed by the millwrights.

The term "**Piledriver**" and the term "**Dockbuilder**" are synonymous, and in either case shall mean one whose work includes, but is not limited to, the setting, driving, jacking, jetting, drilling, cutting off, capping framing and extracting of all types of piles; the setting, bracing, driving, cutting off or extracting, capping all types of piles; the setting, bracing, driving, cutting off or extracting of all bulkheads, sheathing, cofferdams and caissons, regardless of composition and requiring the use of power equipment, the framing and placing of all timber, the making and setting of all forms in connection with piers, wharves and trestles: earth anchor tie back system, and rock anchors systems, Precast concrete beams when fabricated on job site to be used for capping of piles for buildings, the cutting and placing of all lagging and contact sheathing, the operation of all controls pertaining to piledriving or extracting when such controls are located remotely from the Operating Engineer, the demolition, repair and maintenance of all operations covered above; the erecting and dismantling at the job site and into the Contractors Yard of all materials and equipment used exclusively for any of the above operations, the preparation and manning where necessary to maintain jack pressure and removing of all test loads; a Piledriver shall be in attendance during test-loading of piling when manual testing equipment is being used, the handling of all materials pertaining to any and all of the above operations after delivery to the jobsite or storage yards. All burning, welding, cutting, shoring, underpinning and all tagging or signaling with any and all of the above operations including any work when members of the

Union are working within the maximum boom radius of hoisting equipment. All preparation of piling, bracing, whalers, etc., done on the jobsite and into the contractor's yards shall be done by the Union. The installation of temporary bridges, including decking systems, shall be done by members of the Union. When any materials are removed from a job for re-assembly and returned to the same job, the work shall be done under the terms of this agreement. The preparation, setting and extraction of all stops or bulkheads in slurry-wall trenches and the dressing of drop chisels used slurry-wall excavation shall be done by the Union. The preparation setting and securing of all keyways, blockouts, sleeves, plates, beams or pipes and any other embedded materials directly related to the support of the slurry-wall system shall be the work of the Union. The preparation and setting of all guide wall forms for slurry-wall trenches whether cast in place or precast on the jobsite, the preparation setting and extraction of all stops or bulkheads in slurry-wall trenches shall be done by the Union. Loading, unloading, handling of lines and the moving and positioning of all floating equipment and off shore platform type, including but not limited to drilling facilities, temporary and permanent are under the work jurisdiction of Local Union 1996. Footing forms to the top of cofferdams or on piles for marine bridges, no minimum crew. All precast or prefabricated members on piers, wharves and trestles, including but not limited to sunken tube tunnel sections. Rigging, handling, welding and joining of all types of pipe under water where diving is necessary, no minimum crew, diving inspection excluded. Whenever any pile driving equipment is used on the installation of wick drains it shall be the work of the Union, no minimum crew.

The term "**Diver**" shall mean one whose work includes submarine diving and all of its branches, such as the construction, reconstruction, repairing, inspecting, removing and recovering of all objects below water surface, requiring the use and operation of any type of diving apparatus, including remote observation vehicles, and robotic underwater tools or equipment which displaces an actual diver, no minimum crew. Local #1996 claim of jurisdiction on all work related to all offshore and inland diving. This work shall include, but not be limited to, such work as follows: submarine diving in all its branches and phases, such salvaging of ships, vessels, barges, etc. Underwater installation, construction repair, maintenance and cleaning, modification and inspection of docks, bridges, breakwaters, piers, cofferdams, intake and discharge structures, conduits, locks, dams, flumes, sewerage and water systems. Installation and maintenance of any off shore fixed, floating and semi-submersible platforms of any type. All floating production, storage and off loading systems, conduits and pipelines utilized in the transport of natural gas, oil and oil byproducts. Underwater construction and reconstruction, underwater habitat welding, pump dredging and jetting requiring diver assistant; application of underwater coatings and sealants such as epoxies, paints, cement and grouts; underwater demolition and blasting, rigging and steel erection. Also mills, refineries and other heavy industries. This is to include the underwater installation, repair, maintenance and cleaning, modification and inspection of; discharge structures, piping tunnels, well forebays, flumes, water pumping and screening equipment, trash racks, stoplogs, bulkheads, valves, gates, cooling towers, canals, clarifiers and thickeners, liquid vessels of all kinds, floating booms, fish barrier nets, reactors vessels, fuel pools; all pipes; installation and burial of utility, fiber optics and telephone cables and pipelines utilized in the transport of natural gas, oil and oil byproducts

beneath the seabed installation and maintenance of pond and canal liner materials such as geotextiles and polymeric textiles when a diver is required; installation and maintenance of underwater instrumentation, searches and recoveries of any kind, including slurry diving.

The term "**Ship Carpenter, or Joiner and Caulker**" shall mean the ship carpenter, joiner, caulker, shipwright and boat builder on all boats including those made of fiberglass and plastic, and the building and repairing of same; making and installation of all furniture, and application of all insulation exclusive of pipe insulation.

The term "**Railroad Carpenter**" shall mean the carpenter work, joining or any of its subdivisions when said journeymen are employed direct by railroad operations in maintaining and repairing property of the railroad along the lines of the railroad property, but will not apply to office and other buildings or corporation situated away from the operating line of the road.

The term "**Stair Builder**" shall cover the cutting, assembling and erecting of rough stair carriages and platforms for same; the laying out, manufacturing, either by hand or machine, all crooks, easements and casements, newel posts, stringers, riser, wainscoting or panel work for stairs; the making of moulding for stairs, the erecting of the stairs complete, including the furring, both of sides and underneath same; working and erecting of all hand rails and balusters.

The term "**Floorlayers, Wood, Resilient and Finishers**" shall cover the installations of all accessories related to the laying, scraping and sanding either by hand or machine, all wood, parquet, and special designs of wood, wood block, wood composition, metal, tile, cork, asphalt, mastic, plastic, rubber, vinyl, linoleum, boltawall or similar material, whether nailed or applied with adhesives, fitting, sewing and laying of all carpet material; when applied to floors, stairs, walls, ceilings or fixtures; this includes the preparation of concrete, wood, plastic and other surfaces to receive any of the above-mentioned material.

The term "**Millman, Cabinet Maker, and Bench Hand**" shall mean the making and assembling in ship, mill or factory or store, display, office, theater, hall, church, school and bank fixtures and furniture, mantel pieces, cabinets of all types, dressers, wardrobes, china closets, ornamental work of wood or composition, panel work, partitions, pre-cut and pre-fit trim and doors, show and wall cases, butcher shop fixtures, pallets, sash, doors, trim, moulding, screen and storm sash and doors, flooring, plywood, making of pool and billiard tables, household fixtures and furniture, and other tables and desks, refrigerators, and ice boxes, interior cabs for elevators, metal bucks, doors and partitions; workers in the production work of cutting, milling, tooling, assembling, handling of or the manufacturing of all wood, metal or plastic materials or products, also including the assembling, putting together of work after same has been machined, hand worked or shaped.

The term "**Mechanical Planner**" shall mean one who works closely with the company's supervision assessing equipment needs to ensure equipment availability, including repairs, maintenance, new installation and replacement components. Reviews the company's

tagout/lockout procedures and implements as required. Reviews safety hazards associated with upcoming work and develops guidelines to perform the repair safely. (Fire permits, confined space permits, asbestos removal, etc.) Researches equipment history to determine repetitive failure that may require alternative course of actions. Determines parts availability. Locates and orders parts not on hand. Forecasts resource requirements, job duration, and assist scheduling to meet deadlines. Includes equipment needs not owned by the company, scaffolding, specialty tools. Obtains vendor manual instructions, drawings, or required information to develop adequate work plans. Working knowledge of AWS and B31.1 power piping weld requirements. Observe state requirements as needed for repair on pressure vessels, boilers, heat exchangers, etc. Reviews the company's preventative maintenance program (when applicable) and ensure scheduled routing maintenance activities are met. Works with Predictive Maintenance Program (when applicable) initiating corrective actions when needed to plant equipment. Adequate computer skills required. Unique maintenance software programs may require minimal tutoring by knowledgeable users. Reviews pump/valve packing program and provides proper configuration /materials. The company retains the right to assign this work to its supervision or mechanical planners.

The term "**Casket and Coffin Makers**" shall cover the manufacturing, in shop or factory, of caskets, coffins, made of wood, metal, plastic or other material, and outer boxes of wood or substitute materials including machine and bench work.

The term "**Lumber and Sawmill Workers**" shall include all those employed in all phases of the lumbering industry, including the logging of timber, operation of sawmills, shingle mills, plywood plants, door factories, sash and door plants, laminating plants; the wholesale and retail outlets of lumber yards; the by-product manufacturing of sawdust, chips, pellets, pres-logs, whether working by hand, operating fixed or moving machinery or attending controls of automatic machines, or any workers incidental to the catering, lodging, and maintenance of all maps, mills, plants and manufacturing relating to the lumber industry.

The term "**Car Builder**" shall mean the building and repairing of all railroad cars, street cars, buses, trailers, and mobile homes, the interior finish and repairs on same of all cars used for passenger or freight, whether the finish be of wood, metal or plastic.

The term "**Box Makers**" shall mean the making and repairing of all boxes and shooks, and the sawing, re-sawing and cutting to size of all material for box making and crates.

The term "**Reed and Rattan Workers**" shall mean the machine and bench work in shop, mill or factory where reed and rattan is used in the construction of any article of furniture.

The term "**Lather**" shall be synonymous with the term carpenter.

The term "**Allied Workers**" shall cover all persons engaged in creosoting or chemically treating lumber, operating, assembling or processing wood, metal, plastic or composition

material for musical instruments, novelties, matches, tools, toys, or parts of tools, or any article that is composed of wood, metal, plastic or composition material in whole or in part.

ARTICLE 2

Jurisdictional Procedure

Work assignments shall be made by the Employer in accordance with present decisions and agreements of record and area practice.

In the event a jurisdictional dispute arises then, the disputing unions shall request the other union or unions involved to send representatives to the job site to meet with representatives of the Union and Employer to settle the dispute.

If the above procedures, or any other mutually agreed upon procedure fails to resolve the problem, then the Employer, at the request of the Union, agrees to participate in a tri-partite arbitration with all the disputing parties. The impartial umpire to hear the dispute can be mutually agreed upon by the parties, or appointed by the American Arbitration Association.

Decisions rendered by any of the above procedures shall be final, binding and conclusive on the Employer and the Union parties to this agreement.

There shall be no strikes, picketing or lockouts over any jurisdictional dispute.

Contractors Responsibility

To prevent jurisdictional disputes from arising on projects or over the method of starting a project, contractors are directed to follow the procedures outlined below.

The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work, which is included in its contract. For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignment for the work included in its contract. If contractor B in turn shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in its contract. The contractor shall not hold up disputed work or shut down a project on account of a jurisdictional dispute.

ARTICLE 3

Union Security

Section 1. The Employer agrees that all employees covered by this agreement shall, as a condition of employment, become and remain members of the Union in good standing. No worker shall be refused admittance and the right to maintain membership in the Union provided he qualifies and complies with the Constitution and By-Laws of the Union.

Section 2. All workers employed by the Employer for a period of seven (7) days continuously or accumulatively within the unit covered by this Agreement shall, as a condition of employment, tender the full and uniform admission fees in effect in the Union. All workers accepted into

membership shall thereafter maintain their membership in good standing in the Union as a condition of employment.

Section 3. In the event that a worker fails to tender the admission fee, or that a member of the Union fails to maintain his or her 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 paragraph and the Employer shall terminate such worker at the end of such period. Failure to terminate will subject the Employer to damages for lost wages and benefits for each hour worked by the non-member after receipt of notification in writing.

Section 4. In the event that the Union does not accept into membership any worker 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 worker into membership, in which case said worker shall be required to tender full and uniform admission fees in effect in the Union not later than seven (7) days following notification by the Union and shall thereafter be required to maintain his or her membership in accordance with the provisions of the foregoing paragraph. In the event that such worker fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall terminate the employment of such worker within forty-eight (48) hours. An employer that has hired a non-member shall be required to provide written notification to the Union of the day of hire after the individual has been employed for seven days. Failure to provide written notification will subject the Employer to damages for lost wages and benefits for each hour worked by the non-member after seven days.

Section 5. Provided further that nothing herein shall be construed to require acceptance by the Union of any applicant for admission who is unable to meet the requirements of admission as a member of the Union. The Union agrees that the requirements and tests for admission to the union shall be fair and non-discriminate.

Section 6. The Employer agrees to directly employ a minimum of two carpenters in the aggregate as a company or a firm on projects where work covered by this Agreement is performed if he or she has not employed a minimum of two carpenters in the last ninety (90) days. If a contractor has not worked in the prior six months, the ninety-day period commences when the Employer resumes working again.

ARTICLE 4

Territorial Jurisdiction of Local Union 1996

The Territorial Jurisdiction claim of this Local Union shall consist of the state of Maine, the state of New Hampshire, excluding the communities of Greenville, New Ipswich, Pelham, Richmond, Rindge, and Salem, and the State of Vermont, excluding the counties of Bennington and Windham.

ARTICLE 5

Mobility of Manpower

Notwithstanding any language to the contrary in any area collective bargaining agreement, effective October 1, 1998 for work in Massachusetts, Rhode Island and Connecticut, the Employer shall have the right to employ any carpenter who is a member in good standing of any local affiliate of the New England Regional Council of Carpenters pursuant to the following conditions:

The carpenter employee has worked a minimum of three (3) weeks for the employer in the

previous five (5) months.

If the Employer fails to notify a 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 the duration of the project for the first violation. For the second and subsequent violations will lose mobility of manpower for 12 months on all projects. The Employer shall be restricted in its employment of carpenters to those carpenters who normally work in the geographical area of the local union where the project is located. This penalty may be appealed to the E.S.T. of NERCC.

When a company whose main office is located outside the New England Regional Council's jurisdiction performs any work covered by this agreement, it shall be permitted to bring in two (2) "key" traveling employees from its home area. All additional carpenter employees shall be requested from the local union where the work is being performed. This provision shall not apply to contractors having a regular office within the jurisdiction of the New England Regional Council of Carpenters.

No employee shall be required to work in a geographical jurisdiction outside of the geographical jurisdiction of his home region. Employers shall not retaliate or discriminate against an employee who refuses to work outside of the geographical jurisdiction of his home region. If there is no available work, other than work outside the geographical jurisdiction of the employee's home region, the Employer shall lay-off that employee so that he is eligible to receive unemployment benefits.

ARTICLE 6

Regular Shift, Daily, and Weekly Hours, Shift Work

The working week shall consist of (40) hours. The Employer is to establish an eight-hour workday between the hours of 7:00 a.m. and 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday. A 6:00 a.m. start with no premium is allowable; however, if other union trades under the direct employ of the contractor receive premium pay for the early start, then the same premium shall apply to our trades. All work performed during the regularly scheduled working hours, Mondays to Fridays, inclusive, shall be paid for at the regular rate of pay. All hours worked before or beyond the 8 hours of any workday Mondays through Fridays shall be paid for at the rate of time and one half. All work performed on Saturdays shall be paid for at the rate of time and one half. All work performed on Sundays and designated holidays shall be at the double time rate. (Except on office or retail alteration work, Sundays shall be paid at the overtime rate of time and one half (1 1/2), unless it falls on a holiday.) Refusal to work overtime will not be grounds for dismissal. On Heavy and Industrial work, it is understood and mutually agreed that if an Employer or his subcontractor requests another trade to work on a Saturday at the same job site; all carpenters classification shall receive double time hourly pay if for any reason the other trade is paid double time. If an employee is required to defer the lunch break no longer than one hour, he will then take the normal 30-minute lunch break and no premium will be paid. Work will be stopped at a reasonable time for employees to clean up and pick up. However, the employees may not leave the job site before quitting time.

Section A: When so elected by the Employer, (multiple shift work) shall be as follows: Two shifts in excess of eight (8) hours each may be worked with starting and stopping times to be established by the Employer. The day shift shall work eight hours at straight time rate of pay, with overtime paid at applicable rates. The night shift shall work eight (8) hours at straight time rate of pay plus a 10% straight time differential. Shifts may be established when considered necessary by the Employer. Shifts shall be established for a minimum of two (2) consecutive

working days. When possible, the Employer shall give a five (5) day notice to the Union prior to a change in shift schedule, or commencement or termination of a shift.

Section B: The Employer may establish a four (4), ten hour (10) hour per day workweek. Monday through Thursday and all time (work) performed before or beyond the established ten (10) hour work day shall be known as "Overtime" and shall be paid for at one and one half the Journeyman rate of pay. (Except Sundays and holidays shall be at the double time rate.) Notwithstanding the above, the Employer may, upon notification to the Business Manager, work four (4) ten (10) hour days, Monday through Thursday at straight time. A make-up day on Friday is allowed if a holiday falls on Monday, but employees have the option of working, or not working without penalty. Under no circumstances will there be allowed a switch from 5 – eight (8) hour days to 4 – ten (10) hours days on weeks including a holiday to circumvent recognition of the holiday.

Section C: On alteration work in occupied areas where work is not permitted during the regular work hours, the work day may start at any hour of the day provided permission is obtained from the Council Representative. Payment shall be eight (8) hours' pay for seven (7) hours' work. All regular and extra shifts begin and end at the designated times from the carpenter's locker which shall be located no higher than two (2) floors above ground level, unless the permission of the Council Representative is obtained.

ARTICLE 7

Holidays

The recognized holidays in Local Union 1996 shall be as follows; New Year's Day, Presidents Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas. The day after Thanksgiving shall be a non-working day, if mutually agreed between the Employer and the Union. Columbus Day will be recognized as a holiday if the majority of the union crafts under the contractor's direct employ have this day as a holiday. This will be on a project by project basis.

Any of the Holidays falling on a Sunday, observance shall be on the following Monday. Holidays shall be observed in keeping with the Federal Law. When work is to be performed on Labor Day or Christmas Day by any employee, said employee shall receive not less than eight (8) hours pay under the appropriate rate.

ARTICLE 8

Divers

DEPTHS:	Exceeding 60' up to 100'	- \$.55 per foot extra per day.
	Exceeding 100' and up to 150'	- \$1.05 per foot extra per day.
	Exceeding 151' and up to 200'	- \$1.60 per foot extra per day.
	Exceeding 200'	- negotiable.

PENETRATION:

1' to 150'	- \$.55 per foot extra
151' and over	- \$.80 per foot extra

(subject to negotiations on special situations)

Penetration defined: A Journeyman shall be paid dive wages and premiums anytime he or she is working in a submerged pipeline, tunnel or culvert that is an O² deficient atmosphere. Any structure exposed to tidal changes i.e.: piers, wharves, platforms or any floating structures i.e. ships, dry-docks, platforms are not subject to penetration bonus.

Employer Provided Equipment

The diver shall be given the option of utilizing company provided dive equipment at their own discretion.

Personal Equipment Rental

The Diver shall receive a Per Diem Rate equivalent to 1/2 hour of Dive pay for the use of their own Dive Helmet. A Per Diem Rate equivalent to 1/2 hour of Dive pay for the use of their own personal Dive Dress, up to a maximum of \$500.00 per individual, per employer, per calendar year.

Effluent Diving (Untreated)

1. The Diver and the Tender will be paid one and one half times (1-1/2) the Basic Diver and Tender rate for all Dive work performed during a regular shift. All overtime will be paid at the appropriate overtime rate based on this effluent rate.
2. The Employer shall provide adequate time and materials for proper decontamination of equipment and personal.
3. The employer shall provide the appropriate inoculations to insure the health of employees exposed to Effluent materials.

Hazardous Material Work Sites

Any diver who performs work in hazardous environments, i.e. lagoons, radioactive waters, etc., shall receive the appropriate rate plus 10%. All designated Hazardous Material Work Sites will be subject to any and all safety regulations that are required by the appropriate governmental agencies, owners or client by the designated health and safety plan. On all designated Hazardous Material Work Sites where the employee is in direct contact with hazardous material and when protective equipment is required for Levels A, B and C, as defined by the designated health and safety plan, the employee shall receive the current hourly wage plus an additional ten percent (10%) of base hourly for work performed in Levels A, B or C. All fringes will remain as per a normal work site.

Slurry Diving

1. The diver shall be paid at one and one half times (1-1/2) the basic dive rate for Slurry Diving. All over time will be paid at the appropriate overtime rate based on the basic Slurry Dive rate for all dive work performed during a regular shift.
2. Slurry Diving will only be done when the Diver is adequately protected from a cave in or wall collapse.
3. There shall be a stand by Dive Team on site during all Dive operations with necessary equipment to safely facilitate the rescue of a trapped diver.
4. Depth/Decompression schedule will be determined by the diver's pneumo reading.

Robotics/R.O.V. & A.U.V.

The following work (new and old) is claimed by submarine divers of the United Brotherhood of Carpenters and Joiners of America; remotely operated vehicles, autonomous underwater vehicles, Atmospheric Dive suits, and submarine diving and all of its branches. Such as the construction, reconstruction, repairing, inspecting, removing and recovering of all objects below water surface, requiring the use and operation of any type of diving apparatus, including remotely operated

vehicles (R.O.V. & A.U.V.) and robotic underwater tools or equipment which displaces an actual diver (no minimum crew).

Dive Safety

A.) All Diving operations will be carried out under the guide lines set forth by the following agencies and publications.

1. U.S. Navy Diving Manual
2. Canadian Forces Air Diving Tables
3. OSHA. -Part 1910 Subpart T- Commercial Diving operations 1910.401 thru 1910.441
4. U. S. Coast Guard - Subchapter V-marine occupational safety and health Standards Part 197 - General Provisions subpart B - Commercial Diving Operations section 197.200 thru 197.488.
5. Army Corps of Engineers Diving Manual.
6. Consensus standards for Commercial Diving operations as published by The Association of Diving Contractors, Inc.

Working Hours

- o The regular work day shall be the same as that set forth in Article 6 of this agreement, excepting that actual diving time shall not exceed eight hours in any one shift including dressing and undressing of the diver, set up and stowing away of gear.
- o The Dive Supervisor, Divers and Tenders will be paid a minimum of four (4) hours pay, providing the work has commenced to start and no dive has been made.
- o If a job is in progress, shifts may be changed from 5 8's to 4 10's, upon mutual agreement between the Employer and the Union.
- o Start time can start between the hours of 6:00 a.m. and 12:00 noon on the first day only. The first eight (8) hours will be at straight time up until 8:30 p.m. If a job starts after 12:00 noon, straight time will be until 8:30 p.m., Monday thru Friday, excluding holidays. After the first day, shift language from Article 6 will apply.
- o Divers, Tenders and Supervisors shall be paid a minimum of eight (8) hours pay for any part of a shift when a dive is made.
- o Divers and tenders being paid at the premium rate of time and one half (1-1/2) for Effluent diving and divers being paid at the premium rate for Slurry Diving shall have all overtime rates based on the premium rate plus the appropriate overtime schedule. (1 ½ or 2 times the basic dive rate for Slurry and Effluent Diving)
- o Time required for decompression after the regular shift shall be paid for at the overtime rate. The tender shall stand by while the diver is in the decompression chamber and such time shall be considered work time.
- o Safety procedures shall be according to the OSHA, and the United States Navy Diving Manual or the Canadian Forces Air Diving Tables and procedures as mutually agreed and shall supercede any of the above conditions.

General Rules

- A. A journeyman diver shall receive dive wages and benefits when performing work that requires the use of dive gear, dive equipment and compressed gas. The use of waders or foul weather gear only shall not require dive wages or a premium to be paid.
- B. Under all Diving conditions the reasonable judgment of the Diver shall be accepted. Regarding the length of time spent under the water and the hours that can be worked, in accordance with safe diving practice.

- C. The diver shall have the right to select his own tender.
- D. The diver shall be consulted when working in deep water as to how many dives he can make in the regular working shift.
- E. When a job is three (3) days or more, a suitable shelter properly heated, lighted and ventilated shall be provided exclusively for the diving crew.
- F. The diving crew shall not perform work outside of the actual diving decompression and care of the diving equipment, excepting for unforeseen emergencies or work associated with diving operations.
- G. The employer shall furnish all tools, equipment and gear. The diver shall have the option of using their own dive helmet/Dive dress at the appropriate Per Diem Rate.
- H. The employer shall furnish all Divers physicals prior to the commencement of work during normal work hours.
- I. Divers will be responsible for the security and safe operating condition of their personal equipment.
- J. Shop Rate - 60% of Journeyman Diver rate. This rate of pay in shop will be for normal maintenance of dive gear only, and shall exclude any and all pre-job fabrication, mobilization or demobilization. (No more than 16 hrs per month for shop work, unless agreed upon by both labor and management.)
- K. Local Union #1996 Apprenticeship and Training Department will provide any reasonable training for divers of Local #1996. (i.e. CPR, First-aid, OSHA classes, etc.) Members should be kept up to date on required certificates.
- L. A dive crew will have a minimum of three (3) UBC qualified people.

Divers' Tenders

- o Tenders shall receive no less than the prevailing dock builders' wage rate.
- o When tenders are not tending their divers, they shall be required to work in the maintenance and repair of their diving gear.

Diver Welders

- o An employee shall provide proof of mild steel certification in order to receive the welder's premium.
- o Any employee who is required to do any welding on any given day shall receive no less than a full day's welding rate.
- o Welders shall be provided proper gloves, helmets and welding sleeves by the Employer. The Employee shall exercise due care in use and maintenance of Employer tools and equipment and will see that such tools and equipment are returned or properly locked up to prevent them from being stolen. The Employer shall provide a proper lock up area.

Diver Welders will be paid a premium of \$.75 per hour above the Journeyman rate.

ARTICLE 9 Welders

- An employee shall provide proof of mild certification upon request.
- On Industrial projects any employee who is required to do any welding on any given day shall receive no less than a full day's welding rate.
- On Commercial projects only, welders will be paid for actual welding hours worked.
- Welders shall be provided proper gloves, helmets and welding sleeves by the Employer. The Employee shall exercise due care in use and maintenance of Employer tools and equipment and will

see that such tools and equipment are returned or properly locked up to prevent them from being stolen. The Employer shall provide a proper lock up area.

- The performance of AIR-ARC shall be considered welding, and paid under the proper welding rate.

ARTICLE 10

Payment of Wage

All workmen shall be paid weekly on the job during working hours on the Employers' regular payday. All wages shall be paid within four (4) working days after termination of the workweek. All remuneration due shall be paid in full then and there on the job site. At the discretion of the Union, the contractor(s) may be required to provide a bond to guarantee the payment of wages and fringe benefits earned.

- When employees are laid off or discharged for any reason whatsoever, during the days work, they shall be notified at least one-half (1/2) hour prior to lay off time in order that they may gather their tools and personal belongings; they shall be paid for this half hour (1/2). If not notified, they shall be entitled to an extra one-half (1/2) hour pay at time and a half regular wage.
- When laid off or discharged, the carpenter must be paid in full, furnished a discharge slip and given a true copy of the Employers full company name and its proper address for his or her personal record and use (unemployment claim).
- When payment is made by check, the employer shall make suitable provisions locally for cashing the check without charge to the employee. The Union may require an employer to pay in cash or certified check whenever a check is not honored, or whenever there is doubt of the ability of the employer to meet its financial obligations under this agreement. In the event any wage check is not honored by the bank on which it is drawn for reason of insufficient funds, upon notice, the Employer will have 24 hours to resolve, or a penalty of one day's pay for each check drawn will be added. Any charges incurred by the employee because of a bad check will be reimbursed by the employer.

Heavy & Industrial Wages and Benefits

October 1, 2002	Wage and Benefit Payment Rates								
Heavy Industrial work defined as: Power Plants, Paper Mills, Breweries, Nuclear Power Plants, Detention Facilities and other work as defined as heavy under federal Davis-Bacon classification.									
Zone 1 includes:	Hillsborough and Rockingham Counties in NH. Addison and Chittenden Counties in VT and Merrimack and Strafford Counties in NH will become part of Zone 1 effective 10/01/04 .								
Zone 2 includes:	The remaining counties of NH and VT and all of Maine.								
Title	Wages	H&W	Pension	ATF	Annuity	CLMP	Package Total	Work Assess Check-off 2.5%	CLIC
Carpenter Zone 1	\$19.25	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$27.25	\$0.68	\$0.05
Carpenter Welder Zone 1	\$20.25	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$28.25	\$0.71	\$0.05
Carpenter Zone 2	\$18.00	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$26.00	\$0.65	\$0.05
Carpenter Welder Zone 2	\$19.00	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$27.00	\$0.68	\$0.05
Millwright	\$19.75	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$27.75	\$0.69	\$0.05
Millwright Welder	\$20.75	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$28.75	\$0.72	\$0.05
Piledriver	\$19.75	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$27.75	\$0.69	\$0.05
Piledriver Welder	\$20.75	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$28.75	\$0.72	\$0.05
Diver	\$27.15	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$35.15	\$0.88	\$0.05
Diver Welder	\$27.90	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$35.90	\$0.90	\$0.05
Diver Tender	\$19.75	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$27.75	\$0.69	\$0.05
Mechanical Planner /Nuclear/Petro	\$31.50	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$39.50	\$0.99	\$0.05
Mechanical Planner /Non-Nuclear	\$25.50	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$33.50	\$0.84	\$0.05

**The following increases are scheduled as noted. Prior to October 1, 2003, the union will determine the distribution of the increases and update this labor agreement.						
	10/1/2003	4/1/2004	10/1/2004	4/1/2005	10/1/2005	4/1/2006
Carpenter Zone 1	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Carpenter Welder Zone 1 (H&I only)	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Carpenter Zone 2	\$.75	\$.75	\$ 0.60	\$ 0.60	\$ 0.50	\$ 0.45
Carpenter Welder Zone 2 (H&I only)	\$.75	\$.75	\$ 0.60	\$ 0.60	\$ 0.50	\$ 0.45
Millwright	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Millwright Welder	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Piledriver	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Piledriver Welder	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Diver	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Diver Welder	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Diver Tender	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Mechanical Planner /Nuclear/Petro	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Mechanical Planner /Non-Nuclear	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60

Commercial Construction Wages and Benefits

October 1, 2002	Wage and Benefit Payment Rates								
Defined as construction of commercial and light industrial facilities including: Colleges, hospitals, schools, office buildings, parking garages, hotels, shopping centers, churches, high technology/electronic facilities, light manufacturing/industrial facilities, research and development facilities.									
Zone 1 includes:	Hillsborough and Rockingham Counties in NH. Addison and Chittenden Counties in VT and Merrimack and Strafford Counties in NH will become part of Zone <u>1</u> effective 10/01/04 .								
Zone 2 includes:	Addison and Chittenden Counties in VT and Belknap, Cheshire, Merrimack and Strafford Counties in NH. York and Cumberland Counties in Maine will become part of Zone <u>2</u> effective on 10/01/04 . Addison and Chittenden Counties in VT and Merrimack and Strafford Counties in NH will become part of Zone 1 effective 10/01/04 .								
Zone 3 includes:	The remaining counties in NH and VT and all of Maine. York and Cumberland Counties in Maine will become part of Zone <u>2</u> effective on 10/01/04.								
Title	Wages	H&W	Pension	ATF	Annuity Fund	CLMP	Package Total	Working Assess Check- off 2.5%	CLIC
Carpenter Commercial (Zone 1)	\$19.25	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$27.25	\$0.68	\$0.05
Carpenter Commercial (Zone 2)	\$18.00	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$26.00	\$0.65	\$0.05
Carpenter Commercial (Zone 3)	\$17.00	\$3.65	\$2.89	\$0.41	\$1.00	\$0.05	\$25.00	\$0.63	\$0.05

**The following increases are scheduled as noted. Prior to October 1, 2003, the union will determine the distribution of the increases and update this labor agreement.						
	10/1/2003	4/1/2004	10/1/2004	4/1/2005	10/1/2005	4/1/2006
Carpenter Zone 1 (Commercial)	\$ 1.00	\$ 1.00	\$ 0.60	\$ 0.60	\$ 0.60	\$ 0.60
Carpenter Zone 2 (Commercial)	\$ 0.75	\$ 0.75	\$ 0.60	\$ 0.60	\$ 0.50	\$ 0.45
Carpenter Zone 3 (Commercial)	\$ 0.75	\$ 0.75	\$ 0.60	\$ 0.60	\$ 0.50	\$ 0.45

On **Commercial** projects only - Welders shall receive \$1.00 over the appropriate scale for hours worked.

ARTICLE 11

Dues Assessment

Section 1. The employer shall deduct 2.5% of the total package paid to an individual carpenter (or any other amount subsequently and lawfully decided) for each hour worked by each carpenter working within the territorial jurisdiction of this Agreement. The employer shall deduct 2.5% of the journeyperson's total package from each foreman or superintendent as dues assessment for each hour worked for each foreman or superintendent that is a member of the UBC. On overtime work the 2.5% deduction shall be calculated at the straight time rate.

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 against any such action.

Section 3. Any Employer who fails to send the payment and the reports due under the Dues Deduction system as provided in this Article shall be considered in violation of this Agreement and subject to the penalties outlined in Article 27.

ARTICLE 12

Foremen - General Foremen

Foremen shall receive a wage commensurate to the ability required and the responsibility to be assumed by them shall receive \$1.50 more than the hourly wage rate prescribed for journeymen carpenters, millwrights, piledrivers, divers, etc.

Foremen on Industrial jobs only shall receive a guarantee of forty (40) hours pay for any week in which he was on a company's payroll Monday, A.M. If a foreman is hired or laid off on or after Monday, he shall be guaranteed eight (8) hours per day for each day worked. All foremen shall be members of the Union in good standing. Members shall take orders from none other than foremen, except for the Management' right to correct work, or to call attention to a safety condition. General foreman shall be afforded all the conditions of a foreman. The General Foreman shall receive a minimum of \$1.50 more than the hourly wage rate for a foreman. It is understood and agreed that the contractor shall give consideration to foremen available from the local union, after he has named the general foreman and carpenter foreman.

ARTICLE 13

Stewards

Section A: There shall be a steward of Carpenters, and a steward of piledrivers, and a steward of Millwrights on all construction jobs where the appropriate classifications are employed. It is compulsory that the steward shall work and he/she be qualified to perform the work to which he/she is assigned and that he/she shall not be discriminated against or discharged for the performance of his or her duties as steward. The second carpenter employed on the job shall be the steward when the council representative deems it necessary. All Stewards shall be appointed by the appropriate Council Representative. The Steward or his appointed representative shall be kept on the job when any work of his trade is to be done. In addition to his duties, the Steward shall report to the Employer any unsafe conditions that come to his attention. The Steward shall be free to attend to his steward duties.

Section B: The Steward shall have seniority over other employees in his classification as long as he is qualified, taking into consideration the type of work being performed. Any disputes between the Union and the Employer as to Steward's qualifications shall be a grievance within the meaning of Article 28 and shall be settled in accordance with the provisions thereof. In no event shall any Employer discriminate against a steward because of his position or lay him off or discharge him on account of any action taken by the steward in the proper performance of his duties. The steward shall work all overtime in order to carry out the duties of steward. He shall be qualified to perform the work. Stewards shall not be laid off until completion of the

job, or by mutual agreement between Employer and the Council Representative of the Local Union. Overtime shall be performed by the same people regularly employed on that phase of work.

Section C: The steward shall be notified at least two (2) hours in advance of the Employer's intention to work planned overtime on large projects. The Steward shall be notified at least two (2) hours in advance of quitting time of the Employer's intention to layoff any man. The Employer shall specify the number of men to be laid off and shall supply the steward with their names. In the event of a planned lay-off in a remote area, one (1) day notice will be given to the employees. In the event of a total temporary lay off, the steward will be the first carpenter to be recalled. The Business Agent shall be notified to recall the steward so that in case the steward is unavailable to return to the job or shop, the Business Agent shall furnish a replacement. The Employer agrees to notify the steward of new hires, the day before such hires are made.

Section D: Stewards duties shall consist of the following: to communicate regularly with the business representative to ensure that he is aware of all significant activity at the job; to assist the business representative in making sure the working agreement is duly observed by all parties, employers and members alike; to know the grievance procedure; to determine the union status of every worker on the job within our trade jurisdiction (normally through quarterly dues cards, working cards, and referrals); to be aware of the brotherhood's trade jurisdiction; to file accurate and timely steward reports, thereby assisting in compliance of Davis-bacon prevailing wage standards, fringe benefit payments, and subcontracting; to monitor subcontractors and assist the local unions organizing program; to attend steward and local union meetings; to carry communications from the business representative to the members at the jobsite; to know who to contact at the union office in the event of a dispute between UBC members and an employer, another member or another craft; to know where to refer members for information concerning issues as benefits, unemployment compensation, workers' compensation; to know what to do and who to contact in case of an accident or emergency; to promote the union on the job and in the community; to promote the union label; to promote C.L.I.C. (Carpenters Legislative Improvement Committee); to promote cooperation, productivity, quality craftsmanship and fairness; to identify other craft stewards; and to perform such other duties as the business representative may assign.

ARTICLE 14

Apprenticeship and Training

Section A: Local Union 1996: An apprentice shall receive 60% of the Journeyman's wages to start and shall receive increases of 5% of the journeyman's rate approximately every 6 months. This is contingent upon the criteria established by the joint apprenticeship and training committee, until he or she is receiving journeyman's wages.

Section B: Apprentices shall be given credit on their apprentice term for prior knowledge and/or experience, as determined by UBC & J of A Local Union 1996 Apprenticeship Committee and Coordinator.

Section C:

1. An employer with two journeyman carpenters may have one apprentice, and shall hire one additional apprentice for every five journeymen carpenters hired thereafter.
2. The Apprenticeship Committee shall have the authority to advance or retain an apprentice in scale as his ability warrants.

ARTICLE 15

Travel

Travel does not apply to local agreement except on projects where other trades are entitled to a travel allowance. If travel or per diem is paid, it will be paid only for travel distances greater than 65 miles from a member's home and at a rate of \$25.00 per day. Travel will not be paid for members traveling in employer owned vehicles.

ARTICLE 16

Show-Up Time

Section A: When an Employer has ordered a man to report for work and then fails to start him, said man shall be entitled to one full days pay at regular wages. This provision shall apply only to new employees reporting for work.

Section B: Any employee reporting for work at the regular time, not having been notified not to do so on the previous day, shall be paid two hours wages for reporting or given two hours work unless the reason for non-work shall be because of accident.

Section C: In the event of inclement weather, which may preclude the employees from commencing work at starting time, all employees shall be paid two hours of regular wages but shall remain on the job for two hours. If the Employer requires said employees to remain on the job after waiting two hours, all said employees shall then be paid for hours work at regular wages. If, in spite of the weather, a portion of the crew may be worked, the job superintendent may request of the foreman a part crew. The foreman shall supply a part crew of qualified men and release the balance of the crew from the job.

ARTICLE 17

Tools

Section A: All Journeymen's tools shall be in good condition when employed after which time they shall be reconditioned at the Employers expense. All power tools, precision and special tools shall be furnished by the contractor. No Journeyman shall be penalized for not having precision tools.

Section B: Any Millwright shall have the right to possess and use his own precision levels and dial indicators if he so desires.

Section C: The Employer agrees to reimburse any employee for the loss of tools and clothing of the same quality, by fire or by theft by forced entry, while said tools or clothing are in a tool house or locker supplied by the Employer. Any employee suffering such a loss shall immediately upon discovery of his loss, report it to the Shop Steward or Council Representative and the Employer. Failure to notify shall relieve the employer from any obligation hereunder. The Employer may, at his option, either replace said tools or reimburse the employee in cash. Tools shall be replaced or reimbursement shall be made within a maximum of one (1) week

ARTICLE 18

Foul Weather Gear and Safety Equipment

Section A: Where work is such as to require boots, foul weather gear or other protective garments against oil, water, etc; the Employer agrees to furnish such clean gear and equipment.

Employees will be required to sign for receipt of foul weather gear and safety supplies. The Employer shall provide for all welders and burners, proper gloves, helmets, and sleeves. Safety hats shall be furnished by the Employer and worn by the employees. The Employer shall also provide proper gloves and burning glasses for all burners. When safety shoes are

required by the client or customer, the responsibility of furnishing safety toe boots shall be the borne by the employee.

Section B: The Employer agrees that there will be one person designated by the Contractor, and mutually acceptable to all crafts, in any area where protective clothing or respiratory devices are required, who will promptly notify craftsmen of dangerous conditions, unless such services are furnished by the plant in a satisfactory manner to the crafts.

ARTICLE 19

Work Break

Section A: A work break shall be allowed in the morning and similar arrangements shall be allowed on shift work. When required to work in excess of ten (10) hour shifts, each tradesman employed will receive a fifteen (15) minute paid break. In the event of unscheduled overtime work, a reasonable supper break shall be allowed immediately following the second hour of overtime without loss of pay. A warm and suitable place shall be provided for the employees.

ARTICLE 20

Employees Facilities

Section A: There shall be provided a centrally located and suitably protected and heated building for the Carpenters to hang their clothes, store their tools, and eat their lunch. This building shall not be used as a store room for materials and/or tools of the Employer. The key to this building shall be given to the Carpenter Steward, who shall have the responsibility of locking the building at quitting time.

Section B: The Employer shall provide proper drinking water and suitable toilet facilities, or waterless hand cleaner.

Section C: The Union shall have the right to erect and maintain a bulletin board on any job, which it shall be privileged to post any notices of interest to its members.

ARTICLE 21

General Rules of Agreement

Section A: When a saw mill is used on the site, a qualified journeyman shall be appointed to operate stationary power machinery. All employees of the saw mill shall be members of the Brotherhood of Carpenters and Joiners of America.

Section B: No employees shall be made to punch a time clock and no employees except a foreman, shall be required to carry a time-keeping device. No employee shall be required to pick up brass of any kind, except as required by the owner.

Section C: Carpenters are to be paid weekly, and in no case shall more than three (3) days' pay be withheld. Carpenters are to be paid on the job during working hours. Payment may be made by company payroll check or cash not later than Thursday except that payment is to be made no later than Wednesday when a holiday falls on Friday.

The Employer, when paying by check, shall have a detachable stub to be retained by the employee. The Employer shall include on the check stub and/or on the pay envelope the following information:

Name of Employer - Name or Identification of Employee - number of hours worked - social security deduction - federal withholding deduction - state withholding deduction - net pay of employee - dates covered by pay.

The Employer shall furnish to each employee a statement in writing giving the period of his or her employment and his or her gross earnings upon written request of employee within thirty (30) days.

Carpenters shall not be required to fill out or sign any forms, whether before or after being hired, except those required by Federal and State law, with the exception of acknowledging the receipt of copies of company policies regarding sexual harassment and/or safety.

Section D: When an employee is required to perform work on any island within any of the respective jurisdictions, boat transportation shall be provided by the Employer, and expenses shall be negotiated between the Union and the Employer.

Section E: All Employees will be allowed to leave work two hours prior to the end of shift, without pay, for the purpose of voting on Federal and State Election, without being penalized.

Section F: No carpenter shall be discriminated against because of age, race, color, religion, sex or national origin. The Union recognizes the obligations which have been or may be imposed upon the Employers relative to equal employment and non-discrimination, and the Union agrees that it will assist the Employers in meeting these obligations under plans which have been jointly accepted by the parties where such plans are in existence, and in other areas under requirements of awarding authorities and owners as long as the proposed goals do not exceed the minority population ratio levels of the city, town or standard metropolitan statistical area in which the project is located.

Section G: Council Representatives will have access to job sites at all times.

ARTICLE 22

Health Benefit Fund

Effective October 1, 2000, the Health Benefit Fund will be administered by the Massachusetts Health Benefit Fund Trust Agreement. Employers subject to the terms of this Agreement hereby agree to comply with the Health Benefit Fund Agreement in effect for the benefit of eligible carpenters and their dependents, including the payments as set forth in Article 10, herein per man hour paid into said Fund, and the failure of any such Employee to pay contributions to such Fund when due, or otherwise to honor his or its obligations as stated in said Agreement, shall be a violation of this Agreement. Said Health Benefit Fund shall be governed by a Board of Trustees, which shall be comprised of joint and equal labor management representation, and administered by an Administrator of experience, competence, and integrity in the judgment of the Board of Trustees. The payment of Employer contributions into said Fund, the Employer's record keeping and accounting obligations, and the provisions for compelling payment of employer contributions to said Fund shall be as follows:

1. EMPLOYER CONTRIBUTIONS AND CONCURRENT REPORTS shall be made to the Administrator, who shall collect such contributions and reports at least monthly, and record same in the name of the Trustees. Said reports shall consist of written statements setting forth the job titles, the names of the concerned employees, the hours worked and the periods of time covered by the related contributions. Employer contributions shall be due on the 20th day of the month following the month in which the hours were worked (due date), and shall be deemed delinquent if they are not received by the Administrator's office by the last day of the month in which they become due (delinquency date).
2. Audit - The Employers shall make all reports on contributions required by the Fund on forms furnished by the Fund by its authorized representatives. The Trustees or their authorized representatives, upon reasonable notice, may examine the pertinent payroll records of any Employer, including but not limited to, all quarterly and yearly payroll tax returns, payroll listing, payroll records, individual earnings records and checks. Cash disbursements journals and general ledgers may also be examined whenever such examination is deemed necessary by the Trustees of the funds in their sole discretion. Such examinations may be implemented by the Trustees authorized representatives in connection with the proper administration of the fund. The expense of such audit of an Employers records shall be borne by the Fund, in which event the expense of audit may, under rules and regulations adopted by the Trustees of the Fund, be charges against the

Employer. If the expense of audit charged against the Employer is not paid by the Employer within ten days after written notice from the Fund, or their authorized representatives, the Fund may take action, including but not limited to court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and administration fee at such rates and in such amount as the Fund may determine, and including all attorneys fees or other expenses in order to enforce the Fund's right to audit the records of any Employer, such employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

3. **WORK STOPPAGE:** Upon receipt of notice from the Trustees, Union or Administrator that any Employer has failed to meet his or her contribution obligations hereunder beyond the applicable due date, the Union may direct its members to discontinue work upon any job involving such Employer until all arrearages have been paid in full. The remedy provided for in this sub-paragraph shall be in addition to any other remedies available to the Union or the Trustees, and may be exercised by the Union, anything in the applicable Collective Bargaining Agreement to the contrary notwithstanding.
4. **LEGAL PROCEEDINGS:** The Trustees, in their own name and/or in the name of the Fund, or by the Administrator as their agent of such purpose, or the Union may institute or intervene in any proceeding at law, in equity, or in bankruptcy for the purpose of collecting any monies due or owing under this Agreement and/or the applicable Collective Bargaining Agreement. The expenses of such proceeding, including reasonable attorney's fees, shall be borne by the delinquent Employer or Employers, as the case may be. If contributions and reports have not been received by the delinquency date, the Employer shall be liable to the Plan Trustees for five percent (5%) of the full amount due for the first month of the delinquency or any part thereof. For the second month of the delinquency or any part thereof, beginning with the first day of the second calendar month following the month, in which the contributions became delinquent, the Employer also shall be liable to the Plan Trustees for five percent (5%) of the full amount due. For the third month of the delinquency or any part thereof, and each succeeding month of delinquency, the Employer shall be liable to the Plan Trustees for an additional one percent (1%) of the full amount due, until all contributions, liquidated damages and audit charges, if any, are paid in full. However, if the Trustees authorize counsel to commence legal proceedings, the Employer shall also be liable to the Plan Trustees for additional liquidated damages of twenty percent (20%) of the amount of the unpaid contributions and/or liquidated damage assessments.

ARTICLE 23 **Pension Fund**

Employers subject the terms of this Agreement hereby agree to comply with the Pension Fund Agreement in effect for the benefit of eligible carpenters and their dependents, including the payments as set forth in Article 10, herein per man hour paid into said fund, and the failure of any such Employer to pay contributions to such funds when due, or otherwise to honor his or its obligations as stated in said Agreement, shall be a violation of this Agreement. Said Pension Fund shall be governed by a Board of Trustees, which shall be comprised of joint and equal labor and management representation, and administered by an Administrator of experience, competence and integrity in the judgment of the board of Trustees. The payment of Employer contributions into said Fund, the Employers record keeping and accounting obligations, and the provisions for compelling payment of Employer contributions to said Fund shall be as follows:

1. **EMPLOYER CONTRIBUTIONS AND CONCURRENT REPORTS** shall be made to the Administrator, who shall collect such contributions and reports at least monthly, and record same in the name of the Trustees. Said reports shall consist of written statements setting forth the job titles, the names of the concerned employees, the hours worked and

the periods of time covered by the related contributions. Employer contributions shall be due on the 20th day of the month following the month in which the hours were worked (due date), and shall be deemed delinquent if they are not received by the Administrator's office by the last day of the month in which they become due (delinquency date).

2. The Employers shall, on demand, make available to a certified public accountant or other agent designated by the Trustees, any and all records as to Employees hired and compensation paid, including classification of Employees, names and addresses, social security numbers and records, and any other information reasonably related to the above.
3. **WORK STOPPAGE:** Upon receipt of notice from the Trustees or Administrator that any Employer has failed to meet his or her contribution obligations hereunder beyond the applicable due date, the Unions may direct their members to discontinue work upon any job involving such Employer until all arrearage have been paid in full. The remedy provided for in this sub-paragraph shall be in addition to any other remedies available to the Unions or the Trustees, and may be exercised by the Unions, anything in the applicable Collective Bargaining agreement to the contrary notwithstanding.
4. **LEGAL PROCEEDINGS:** The Trustees, in their own name and/or in the name of the Fund, or by the Administrator as their agent for such purpose, or the Union may institute or intervene in any proceeding at law, in equity, or in bankruptcy for the purpose of collecting any monies due or owing under this Agreement and/or the applicable Collective Bargaining Agreement. The expense of such proceeding, including reasonable attorney's fees, shall be borne by the delinquent Employer or Employers, as the case may be. If contributions and reports have not been received by the delinquency date, the Employer shall be liable to the Plan Trustees for five percent (5%) of the full amount due for the first month of the delinquency or any part thereof. For the second month of the delinquency or any part thereof, beginning with the first day of the second calendar month following the month, in which the contributions became delinquent, the Employer also shall be liable to the Plan Trustees for five percent (5%) of the full amount due. For the third month of the delinquency or any part thereof, and each succeeding month of delinquency, the Employer shall be liable to the Plan Trustees for an additional one percent (1%) of the full amount due, until all contributions, liquidated damages and audit charges, if any, are paid in full. However, if the Trustees authorize counsel to commence legal proceedings, the Employer shall also be liable to the Plan Trustees for additional liquidated damages of twenty percent (20%) of the amount of the unpaid contributions and/or liquidated damage assessments.
5. **RETIREMENT BENEFITS:** The parties hereto agree that in the course of the negotiations, which resulted in this Agreement, each had the opportunity and right to make proposals with respect to retirement benefits, and that the provisions contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Accordingly, both parties to this Agreement waive any rights to require the other to bargain collectively with respect to retirement benefits.

ARTICLE 24 **Annuity Fund**

Section 1: Each employer subscribes to and agrees to be bound by the Agreement and Declaration of Trust establishing the Massachusetts State Carpenters Annuity Fund, and any amendments thereto, and ratifies and approves all actions of the Trustees taken within the scope of said Trust Agreement.

Section 2: Remittance Due Date - Each Employer shall file monthly remittance reports as required by the Fund or its designee not later than the tenth (10th) day of the calendar month following the performance of the work.

Section 3: **WORK STOPPAGE:** Upon receipt of notice from the Trustees, Union or

Administrator that any Employer has failed to meet his or her contribution obligations hereunder beyond the applicable due date, the Unions may direct their members to discontinue work upon any job involving such Employer until all arrearage have been paid in full. The remedy provided for in this subparagraph shall be in addition to any other remedies available to the Unions or the Trustees, and may be exercised by the Unions, anything in the applicable Collective Bargaining agreement to the contrary notwithstanding.

Section 4: Each Employer agrees to pay the amount set forth in **WAGES**, for each hour worked by each of its employees covered by this Agreement. Said payments shall be made monthly, not later than the tenth (10th) day of the calendar month following the performance of the work. Payment shall be made in the prescribed manner on the prescribed form, which shall be furnished by the Fund.

Section 5: Violation of Agreement - Failure to contribute to this Fund shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to this Fund be made on a current basis by all Employers.

Section 6: Interest - Any delinquent Employer shall be required to pay to the Fund interest at the annual rate of two percent (2%) over prime rate from the date when payment was due to the date when payment was made. If legal action is necessary the Employer shall be liable for, in addition to delinquent payment due, twenty percent (20%) liquidated damages, reasonable attorney's fees and any other costs of this action.

Section 7: Audit - The Employers shall make all reports on contributions required by the Fund on forms furnished by the Fund by its authorized representatives. The Trustees or their authorized representatives, upon reasonable notice, may examine the pertinent payroll records of any Employer, including but not limited to, all quarterly and yearly payroll tax returns, payroll listing, payroll records, individual earnings records and checks. Cash disbursements journals and general ledgers may also be examined whenever such examination is deemed necessary by the Trustees of the funds in their sole discretion. Such examinations may be implemented by the Trustees authorized representatives in connection with the proper administration of the fund. The expense of such audit of an Employers records shall be borne by the Fund, in which event the expense of audit may, under rules and regulations adopted by the Trustees of the Fund, be charges against the Employer. If the expense of audit charged against the Employer is not paid by the Employer within ten days after written notice from the Fund, or their authorized representatives, the Fund may take action, including but not limited to court proceedings, necessary to enforce payment of such audit expense, including reasonable interest an and administration fee at such rates and in such amount as the Fund may determine, and including all attorneys fees or other expenses in order to enforce the Fund's right to audit the records of any Employer, such employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

Section 8: Benefits - The funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the trust and this Agreement.

ARTICLE 25

Apprenticeship and Training Fund

Employers subject to the terms of this agreement hereby agree to comply with the Apprenticeship & training fund agreement.

Section A: Employer contributions in the amount required by this agreement per hour worked, shall be paid to the Northern New England Carpenters Apprenticeship & Training Fund, 250 Center St. PMB 361, Auburn, Me 04210.

Apprenticeship contributions of the Local Union to be supported by Employer contributions to be paid to the Northern New England Carpenters Apprenticeship & Training Fund, 250 Center St. PMB 361, Auburn, ME 04210.

Section B: LEGAL PROCEEDINGS: The Trustees, in their own name and/or in the name of the Fund, or by the Administrator as their agent for such purpose, or the Union may institute or intervene in any proceeding at law, in equity, or in bankruptcy for the purpose of collecting any monies due or owing under this Agreement and/or the applicable Collective Bargaining Agreement. The expense of such proceeding, including reasonable attorney's fees, shall be borne by the delinquent Employer or Employers, as the case may be.

SECTION C: EMPLOYER CONTRIBUTIONS AND CONCURRENT REPORTS shall be made to the Administrator, who shall collect such contributions and reports at least monthly, and record same in the name of the Trustees. Said reports shall consist of written statements setting forth the job titles, the names of the concerned employees, the hours worked and the periods of time covered by the related contributions. Employer contributions shall be due on the 20th day of the month following the month in which the hours were worked (due date), and shall be deemed delinquent if they are not received by the Administrators office by the last day of the month in which they become due (delinquency date). If contributions and reports have not been received by the delinquency date, the Employer shall be liable to the Plan Trustees for five percent (5%) of the full amount due for the first month of the delinquency or any part thereof. For the second month of the delinquency or any part thereof, beginning with the first day of the second calendar month following the month, in which the contributions became delinquent, the Employer also shall be liable to the Plan Trustees for five percent (5%) of the full amount due. For the third month of the delinquency or any part thereof, and each succeeding month of delinquency, the Employer shall be liable to the Plan Trustees for an additional one percent (1%) of the full amount due, until all contributions, liquidated damages and audit charges, if any, are paid in full. However, if the Trustees authorize counsel to commence legal proceedings, the Employer shall also be liable to the Plan Trustees for additional liquidated damages of twenty percent (20%) of the amount of the unpaid contributions and/or liquidated damage assessments.

All duly qualified apprentices shall be under the supervision and control of the Carpenters' Joint Apprenticeship Committee and be governed by the standards as approved, and registered with the appropriate State Apprenticeship Council.

ARTICLE 26

Carpenters Labor Management Program

Section 1. The purpose of the Program (Fund) is to provide labor management assistance and service to any participant employer or labor organization; promote the general welfare of employers and their employees in the construction industry; seek and improve harmonious relationships between labor and management in the construction industry; demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; establish and maintain an appropriate educational program to further educate the members of the labor organizations in methods and means to obtain the goals established by the Program (Fund); and engage in problem-solving efforts in the mutual interests of labor and management in the construction industry.

Section 2. Trustees – This Fund shall be administered by an equal number of trustees appointed by and representing the Union and the Contractors throughout the territorial jurisdiction of the New England Regional Council.

Section 3. If on a particular project an Employer is not required to make contributions to the Carpenters Labor Management Program and if the Employer decides not to make contributions in the amount set forth in this Agreement to the Carpenters Labor Management Program, the

Employer shall be required to make contributions in that amount as an additional payment to the Northern New England Apprenticeship Training Fund.

ARTICLE 27

Delinquent Payments

Section 1. Contractor and Subcontractor Delinquency – Upon written notification from a Council Representative that a subcontractor is delinquent in payment to the Funds provided in this agreement, the general contractor shall assist the Union in collecting these funds for that specific job to the extent that subcontractors funds are legally available and in hand.

At the pre-job conference or follow-up meeting, the Council Representative will specifically identify to the general contractor any subcontractor to be utilized on the project who is delinquent in payment to the Funds provided for in this Agreement.

Section 2. In the event any Employer fails to make current payments to the Funds, the Union shall have the right to strike said Employer after giving forty-eight (48) hours written notice to all signatory contractors on the project and any employees removed for this reason, shall be paid for their lost wages, up to a maximum of ten (10) days. Payments must be brought current before said Employer may resume any work covered by this Agreement.

Section 3. Any Employer that has history of being delinquent in making its employee benefit contributions may be required by the Union to post a bond to cover the payment of employee benefit fund contributions. If the Employer fails to provide the Union with such a bond, the Union may invoke its right to strike and its right to terminate this Agreement upon seventy two (72) hours written notice by certified or register mail notice.

ARTICLE 28

Grievance Procedure

The procedure as spelled out under this Article shall be used to settle any questions, except jurisdictional disputes, arising out of and during the term of this Agreement, notwithstanding, the existence of similar provisions contained in local or national agreements.

STEP I. The Steward shall meet with the craft Superintendent and all controversies shall be called to the attention of the Employer on the first day of the alleged grievance. If the alleged grievance remains unresolved after the first day, the grievance shall then move to **Step 2.**

STEP II. Within two (2) working days of its occurrence, the grievance shall be discussed between the aggrieved employee and the appropriate craft business representative or his designee and the Employers' designated representative at the project site.

STEP III. If the grievance cannot be settled, it shall be reduced to writing and submitted to the New England Regional Council of Carpenters and the Employers' Manager of Labor Relations within three (3) working days of occurrence.

STEP IV. In the event that the grievance is not settled within ten (10) working days after the start of Step III, it shall be referred to an impartial arbitrator who shall be selected as provided in Step V.

STEP V. The impartial arbitrator to whom a grievance shall be presented shall be any person upon whom the parties hereto have mutually agreed with respect to that particular grievance.

If within five (5) working days after the grievance has been referred to Step V, the parties have not agreed upon an impartial arbitrator to whom the grievance is to be presented, the American Arbitration Association shall be asked to provide a list of arbitrators in accordance with its rules and from this list the parties shall select the impartial arbitrator.

The findings of the arbitrator shall be final and binding on both parties and the decision shall be within the scope and terms of this Agreement and in no event shall modify its terms or provisions. Time provisions of the grievance procedure may be mutually waived.

In arbitration proceedings, the expenses of the impartial arbitrator shall be shared equally by the parties. The Employer and Union share equally in the expenses of a requested neutral location.

ARTICLE 29

Applicability of Agreement

Section 1. All work in Connecticut, Massachusetts and Rhode Island covered by this Agreement shall be performed in accordance with the terms and conditions of the area agreement of the Carpenters Local Union in the area where the work is performed.

Section 2. This Agreement shall be binding upon the employer, their successors and assignees. Except for filed sub-bids, the Employer agrees he will not subcontract any work covered by this Agreement, which is to be performed on the job site except to contractors who are parties to a collective bargaining agreement with the Union, or to a contractor who is willing to sign a collective bargaining agreement with the Union. The Union, with good cause may reject any contractor. Good cause shall include, but not be limited to any contractor who has been delinquent in the payment of fringe benefit contributions, who has operated an unlawful double-breasted company, who has been previously terminated by the Union, or who does not employ carpenters while performing work covered by this agreement. Said subcontractor must have entered into the collective bargaining agreement with the Union before starting any carpentry work.

Section 3. For work covered by this Agreement in Maine, New Hampshire and Vermont it is understood that there may be instances where suitable competitive union sub-contractors may not be available for certain subcontracts. In such instances, the Employer will notify the Union in a timely manner prior to the bid or the award of the subcontract, and the Union will endeavor to locate suitable, competitive Union sub-contractors to bid for the work. If the Employer and the Union are unable to locate such suitable, competitive sub-contractors, it is understood and agreed that the Employer will be relieved of the subcontracting clause for such subcontracts; provided, however, that the sub-contractor selected by the Employer must be a responsible sub-contractor. A responsible sub-contractor provides workers' compensation insurance for all of its employees on the project, does not misclassify any employees as "independent contractors," and provides and pays a substantial majority of full-coverage health insurance premiums for all carpenter employees on the project and their families. When coverage is not immediately available to newly enrolled employees, the employer will make payments equivalent to the employer paid premium as wages, until such time as coverage begins and premiums are paid on behalf of the employee. Any disputes under this section as to whether a subcontractor is responsible and complies with the standards set forth in this section are to be resolved by expedited arbitration. A hearing will be held within seven days of submission, and if necessary, the parties will make themselves available for an evening hearing. The hearing shall not take more than one (1) day; no briefs are to be filed, and a decision shall be issued within twenty-four (24) hours of the close of the hearing.

Section 4. The Union recognizes the threat of non-union competition and will do all possible to promote Union construction, including holding pre-bid and/or pre-job conferences on an individual job basis to mutually agree on ways to enable the Union Employers to be more competitive with non-union Employers. The parties recognize the threat of unfair competition in certain areas and types of work from contractors who do not conform to the standards provided in this collective bargaining agreement. In order to address that problem, the Employer may request relief from certain provisions of this collective bargaining agreement, only after trying to recruit union subcontractor bids. The Employer shall contact the Executive Secretary-Treasurer of the Council or his designee to discuss the relief being requested. If an agreement on relief is granted, it will be reduced to writing, and reasonable efforts will be made to advise other signatory contractors who are bidding on the project of the relief. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure. Relief granted under this section shall not constitute a violation of the favored nation's provisions of Section 7 of this Article.

Procedures shall be established to notify all contractors of the changes, which have been decided by the committee for that particular job.

Section 5. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer performs any job site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly a significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work.

Section 6. Remedy - All alleged violations of this Article will be processed under the Grievance and Arbitration Procedure, Article 28 of this Agreement. Any awards issued shall include payment of wages and benefits for those employees who lost work opportunities.

Section 7. Most Favored Nations Clause - The Union agrees that in the event it grants more favorable terms or conditions, other than those contained in this agreement, to any employer or association, the Union will extend those same terms and conditions to the parties to this agreement. The Union further agrees that it will not enter into any project labor agreements or side letter agreements that contain more favorable terms than those contained in this agreement without offering those same terms to the parties to this Agreement. If any project labor agreement or agreement to grant relief on a particular project contains more favorable terms, the offering of those terms to other contractors will be limited to that particular project.

ARTICLE 30

Construction Manager

Whenever any signatory contractor performs work as a management consultant, construction manager, developer, owner/builder or solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, with respect to all jobsite work, including, but not limited to assuring that all work covered by this Agreement is performed by contractors that are parties to a collective bargaining agreement with the Union,

provided, however, this provision shall not apply to any affiliated development company or to an entity that does not manage and/or coordinate the construction contracts or construction work and that does not select subcontractors. The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or work or selects subcontractors.

ARTICLE 31
Saving Clause

Should any part or any provision herein contained be rendered or declared invalid or amended by reason of any existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation or amendment of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to re-negotiate such parts or portions affected. The remaining parts or provisions shall remain in full force and effect.

Any part of this Agreement can be changed by mutual agreement between the Local Union and the contractor for unusual circumstances involved in the project.

ARTICLE 32
Expiration

The terms of this Agreement shall be in effect October 1, 2002 until September 30, 2006 and shall renew itself from year to year, unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of the Agreement of a desire to change or amend this Agreement.

No strike or lockout shall be declared pending the sixty (60) days notice above provided for. The parties agree that there shall be no lockout by the Employer nor any strike or stoppage of work by the Union, except as permitted in Article 27, delinquent payments.

SIGNATURE PAGE

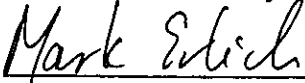
IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO AFFIXED
THEIR HANDS AND SEALS THE DAY AND YEAR FIRST WRITTEN.

NEW ENGLAND REGIONAL COUNCIL
OF CARPENTERS


SIGNATORY CONTRACTOR



Thomas Harrington
Executive Secretary/Treasurer



Mark Erlich
Senior Administrative Assistant



D. Bruce King



Allen D. Wyman



Andrew T. Clark III



John P. Jackson



Bryan D. Bouchard

Company Corporate Officer Signature

City

State Zip Code

() _____
Telephone Number

Witness

Date