

CARPENTERS LOCAL UNION 336
of the
New England Regional Council of
Carpenters,
United Brotherhood of Carpenters & Joiners
of America

SHOP AGREEMENT
With
PADCO INCORPORATED

September 1, 2019 – July 1, 2021

AGREEMENT

This is a Collective Bargaining Agreement made this first day of September 2017, between the employer, Padco Inc., signatory hereto, hereinafter to be referred to as the Employer, and Carpenters Local Union 107 of the New England Regional Council of Carpenters, hereinafter to be referred to as the Union. This Agreement shall supersede any prior Agreements between the parties and shall be binding on any successor(s) or assign(s).

ARTICLE 1 - OBJECTIVE OF AGREEMENT

The purpose of this agreement is to ensure stability in the shop and mill carpentry and joinery industry as represented by the Employer, to prevent strikes and work stoppages and lockouts, and to effectively bring about the peaceable settlement of all disputes and grievances that may arise.

ARTICLE 2 - RECOGNITION

The signatory Employer and its successor(s) and assign(s) recognizes and acknowledges New England Regional Council of Carpenters, as the sole exclusive bargaining representative for all of its employees working as Custom Cabinet Makers, Millmen, Bench Hands, Formica Laminators, Hardware Installers, Painters and operators of machinery and equipment relating to the fabrication of all wood products.

ARTICLE 3 - UNION LABEL

It is understood and agreed that the Union will endeavor, by all reasonable and legal means, to persuade the Associated General Contractors to agree that all millwork, general finish and church furniture shall be subcontracted only to shops employing Union labor.

It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that the Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the International Union.

ARTICLE 4 - ORGANIZATION

The Union undertakes, through its duly appointed representatives chargeable with that task, to continuously organize as many as possible of the non-union shops in the area served by the Employer, and to prevent such non-union shops outside of the said area from unfairly competing with the Employer by sending their products into said area.

ARTICLE 5 - SHOP STEWARDS

The Shop Steward must stamp every bundle or item produced in his shop before shipment. The appointment of the Shop Steward shall be discussed by both parties, before such appointment is made, but the final decision shall rest with the Union. The Shop Steward shall be the last man employed provided he has the skill and ability to perform the work.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

There will be no strike, work stoppages or lockouts during the term of this Agreement so long as both parties hereto comply with the terms hereof.

ARTICLE 7 - UNION SHOP CONDITIONS

The Employer agrees to employ shop carpenters affiliated with the Union so long as the Union is able to supply them. When the Union is unable to so supply such men, the Employer shall be free to hire whomsoever he wishes and there shall be no work stoppage on the part of the Union nor any of its members. It is further agreed, however, that any non-union employee hired shall, after the first sixty days of their employment, join the Union or, at Union insistence, be discharged. It shall be the responsibility of the Shop Steward and the Employer to notify the Business Representative of the hiring of any new employees. The Union shall be notified of the classification and department of each employee and his starting rate.

ARTICLE 8 - FARES, TRAVEL TIME, OUTSIDE OF SHOP WORK

When the Cabinet and Millwork Shop Employer send men on out-of-city work, they shall be paid traveling and living expenses. When men are sent to work outside of the shop operated by the Employer, they shall be paid the prevailing outside rate of pay including the fringe benefits applicable to the outside construction jobs. These monies paid as fringe benefits shall be included in the Employee's pay envelopes.

When the Employer requests an Employee to use the latter's automobile on company business, the Employee shall be paid the current allowed IRS reimbursement for travel pay reimbursement for mileage. The Employer shall decide reasonably and equitably the points of departure, destination and terminus, and the total mileage to be paid for. The mileage, which the

Employee shall normally cover between his home and the shop, will not be compensated for except in unusual circumstances of which the Employer shall be the sole judge.

It is understood, however, that any Employee feeling aggrieved by the Employer's decision shall have the right to file a formal grievance to have his complaint properly resolved.

ARTICLE 9 - VACATION

After one year of employment, an Employee shall be eligible to take one (1) week (5 regular working days of 8 hours each) as vacation and receive thereafter, as vacation pay, 40 hours' pay at the prevailing straight-time hourly rate based on the prior contract year.

After three (3) years of employment, an Employee shall be eligible to take two (2) weeks with an additional day, eight (8) hours, for each year thereafter, the maximum total being three (3) weeks vacation time.

Employment in the foregoing paragraphs shall be defined as the working by an Employee of at least 1,400 straight-time hours each contract year for the signatory Employer.

In the event of a temporary layoff the employee will retain their accrued or earned vacation time for use upon their recall to work. In the event of a permanent separation, whether voluntary, retirement, or discharge the employee shall be paid the accrued or earned vacation time in full at separation.

An Employee discharged for just cause shall not receive a vacation allowance. The Employer's contention that a discharge was for just cause shall be subject to the grievance procedure. A discharge for lack of ability shall not deprive the Employee of his vacation allowance.

All Employees shall schedule their vacation period between April 1st and June 1st. Senior Employees shall have first preference in case of a tie selection between two or more Employees. Vacations shall be taken at a time mutually agreeable both to the Employer and to the Employee. Under no circumstances shall this article be interpreted to permit any duplication of the vacation allowance.

ARTICLE 10 - HOLIDAYS

There shall be eleven (11) paid holidays as follows:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Patriots Day	Veteran's Day
Memorial Day	Thanksgiving and Day After

Holidays falling on Sunday shall be celebrated on the following Monday. In the event an Employee is requested to work on a Monday holiday, he shall be paid his regular holiday pay plus double-time pay for working on the holiday.

Holidays falling on a Saturday shall be celebrated on the preceding Friday. If the Employee is requested to work on the Friday, which would normally be a paid holiday, he shall be paid the holiday pay plus a straight-time rate for working the Friday.

If a holiday should occur during an Employee's vacation period, he shall be entitled to the option of receiving an additional one (1) days pay, or another day during the contract year, the date of this holiday shall be determined by mutual agreement with the Employer. If the Employee should resign or should be laid off prior to the taking of any holiday due him, he shall receive the holiday pay in his wages. If any Employee is requested to work on a holiday, he shall be paid at a double-time rate.

Employee(s) who are injured and who are covered by the Employer's Workmen's Compensation Insurance shall receive holiday pay providing that it falls within three (3) months of the date that the injury required the Employee to be unemployed.

ARTICLE 11 - HOURS

Eight (8) hours will constitute a day's work performed between the hours of 7:30AM and 4:00PM. Starting and quitting times, and the lunch hour shall be determined by the Employer. However, hours may be adjusted by mutual consent of the Employer and a majority of the Employees providing the change is not detrimental to the interest of the Employer. Once hours have been determined and agreed upon, the Employer shall notify the Business Representative of the starting and quitting times of the shop and the time and duration of the lunch hour.

The work week begins on Monday and ends on Friday, making forty (40) hours per week.

Overtime shall be a time-and-one-half after eight (8) hours or for work performed on a Saturday. Work performed on Sundays and holidays shall be paid for at the rate of double-time. It shall not be mandatory for any Employee to work between the hours of midnight and the normal morning starting time.

ARTICLE 12 - WAGES

The base rate for all journeymen and apprentice cabinetmakers shall be increased in accordance with the following schedule:

JOURNEYMEN:

Effective September 1, 2019	Wages	\$34.00	Annuity	\$5.50
Effective July 1, 2020	Wages	\$34.75	Annuity	\$6.25

Annuity for Employees hired after March 1, 2012:

- 20% First year
- 40% Second Year
- 60% Third Year
- 80% Fourth Year

Annuity – members are allowed an annual disbursement to annuity on the 1st of August each year. The amount shall be set by the members.

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 a statement showing hours worked, hourly pay, gross earnings, authorized deductions and his net pay.

If an Employee should lose time because of an accident or sickness covered by Workman's Compensation, and provided he returns to work prior to becoming eligible for Workman's Compensation Subsistence payments, he shall be paid for one-half of his list time at straight-time rates. This clause shall not apply if he is absent from work long enough to collect the retroactive subsistence payments or if he is deemed able to work by his doctor and then refuses to return to work.

ARTICLE 13 - SENIORITY

1. An Employee's seniority shall be his length of continuous service since his most recent date of hire as shown on the Company records.
2. An Employee shall be on probation for thirty (30) working days after his most recent date of hire and shall be entitled to no seniority rights during such period.
3. The application of seniority shall be department wide so that, in the event of a reduction in forces due to lack of work, the least senior employee or employees in the department affected thereby shall be laid off, provided the remaining employees in the department have the skill and ability to perform the work done in that department. Seniority shall be similarly

applied when recalling employees who have been laid off.

4. The Company agrees to furnish the Union and the Shop Steward with a seniority list of all employee classifications and dates of hire. The Company also agrees to notify the Union of the names of Employees who are laid off and to submit monthly to the Union a list of all newly hired Employee's full name, address, social security number, classification, hiring date and starting rate of pay.
5. For purposes of layoff, the Shop Steward shall be considered the most senior Employee in his particular job classification within his department.
6. The Company shall give Employees within the plant the first opportunity to fill openings within the bargaining unit; provided however, that the Company shall not be obligated to fill any such open job with any Employee who does not have the skill and ability to perform the job.
7. Continuous service shall be broken and seniority shall terminate for any of the following reasons:
 - (A) Quit.
 - (B) Discharge for just cause.
 - (C) Failure to return to work within five (5) working days after being recalled from layoff without satisfactory reason for such failure.

ARTICLE 14 - APPRENTICES EMPLOYED AS APPRENTICE CABINETMAKERS

(Those not classified under ARTICLE 15)

Wage rates shall be as follows:

<u>Six Month Periods</u>	<u>Percentage of Journeyman Base Rate</u>
First Year	50%
Second Year	55%
Third Year	60% (6/months)
Third Year	65% (6/months)
Fourth Year	70% (6/months)
Fourth Year	75% (6/months)
Fifth Year	80% (6/months)
Fifth Year	85% (6/months)
Sixth Year	90% (6/months)
Sixth Year	95% (6/months)
Seventh Year	100%

After serving the foregoing six years as an apprentice, the apprentice wages for the seventh and ensuing years shall be at the prevailing journeyman's base wage rate.

The apprentice shall receive the above wage increments after he has submitted

a letter in writing to the Employer and to the Union requesting his step-wage increase.

A committee consisting of the Employer, the Shop Foreman, the Shop Steward, and the two (2) Business Representatives of the Union shall evaluate and approve the progressive increases for apprentices.

ARTICLE 15 - BENCH HANDS, FORMICA LAMINATORS, HELPERS, HARDWARE INSTALLERS, MILLMEN, PAINTERS AND OPERATORS

The wage rate for newly hired Employees in the above classifications and who are skilled and qualified to do the work shall receive 80% of the journeyman cabinetmaker wage rate.

Advancing wage rates for Employees unskilled in the above classifications shall be as follows:

First year	50%
Second Year	55%
Third Year	60%
Fourth Year	65%
Fifth Year	70% (6/months)
Fifth Year	75% (6/months)
Sixth Year	80% (6/months)
Sixth Year	85% (6/months)
Seventh Year	90% (6/months)
Seventh Year	95% (6/months)
Eighth Year	100%

The Employer shall determine the wages to be paid the Employee in accordance with the above classification and schedule. After such initial rate has been established, said Employee shall receive his progressive increases until the maximum rate above are established.

Grievances arising out of any determination based on the above shall be referred to a Committee consisting of the Employer, the Foreman, the Steward and the two (2) Business Representatives. In the event that it cannot be resolved, such question shall be submitted to arbitration in accordance with the procedure outlined in ARTICLE 19.

ARTICLE 16- ANNUITY

The Employer agrees to contribute to the New England Carpenter's Annuity Fund the amount prescribed herein for each hour paid to the Employee.

Such payment shall be made monthly and not later than the fifteenth (15th) day

of the calendar month following the pay period. Payment shall be made on the prescribed form furnished by the "Fund" or "Agency."

Failure to contribute shall be considered a grievance subject to correction. Failure to adjust shall be considered a violation of this Agreement.

ARTICLE 17 – HEALTH CARE: HMO Blue NE \$2,000/\$4,000 Copay Plan

The Employer shall purchase for each employee and their eligible dependents Blue Cross and Blue Shield of Massachusetts HMO Blue NE \$2,000/\$4,000 copay, Schedule of Benefits and rates as of **8/19/2019 THRU 7/31/20**

Single Plan	\$ 608.79
Couple	\$ 1,217.57
SP w/C	\$ 1,126.25
Family	\$ 1,735.04

In the event an Employee is out sick on a Workman's Compensation or Blue Cross and Blue Shield of Massachusetts HMO Blue NE \$2,000 compensated illness or accident, the Employer shall make only the next regular Blue Cross and Blue Shield of Massachusetts HMO Blue NE \$2,000 payment on behalf on the Employee, thus affording an additional thirty (30) days coverage for the Employee. This payment shall be made regardless of the number of hours worked during the previous month's qualifying period.

In recognition of the escalating cost of health care, it is agreed that other equivalent plans may be considered during the term of this Agreement. Further, after such consideration and upon mutual consent of the parties, another plan may be adopted in place of the current plan.

ARTICLE 18 - DURATION

This Agreement shall continue in effect for a term of two (2) years. This Agreement shall begin at 12:01 AM September 1, 2019 and shall expire at midnight, June 31, 2021

ARTICLE 19 - GRIEVANCE PROCEDURE

(A) First Step: Any grievance on the part of any Employee, or controversy involving the terms and provisions of this Agreement, shall be taken up by the Employee with the Shop Foreman or the Employer either personally or with the assistance of the Shop Steward or the Local Union within five (5) working days from the date of such grievance or controversy. The Shop Foreman and/or the Employer will attempt to adjust the matter.

(B) Second Step: In the event that the matter is not settled satisfactorily by the Foreman or by the Employer, the grievance or issue in the controversy shall be reduced to writing and signed by the Employee. The matter shall be referred to the Executive Committee of the Union. In the event that the Executive Committee feels that, there is any merit in the grievance or issue in controversy, the matter shall then be referred to the Business Representative, who shall then endeavor to confer with the Employer, and to adjust the matter. The Employer shall give his decision with five (5) working days after the date of the receipt from the Union of any letter or other document describing the matter in controversy.

(C) Third Step: Any grievance may be submitted to arbitration at the request of either party provided that such request is made within ten (10) days of the failure of the Employer and the Union to reach a satisfactory settlement under Paragraph (B, the Second Step).

(D) Fourth Step: The parties shall mutually agree upon an arbitrator, but in the event that they are unable to make a mutually agreeable selection, the matter may then be referred to the Federal Mediation and Conciliation Service, or to the Massachusetts Department of Labor and Industries, Board of Conciliation and Arbitration, and the decision shall be final and binding on both parties. If this step is invoked, then within ten (10) days following the failure to settle the dispute under the second step, the party deciding upon conciliation shall meet with the other party and agree to elect either of the above services as conciliator. The cost of such proceedings shall be shared equally by the Employer and the Union. If no agreement can be reached, it is agreed that either of the services above described shall be petitioned to serve by either party to this Agreement.

ARTICLE 20- INITIATION FEE

When the Union has agreed with an Employee that his initiation fee may be paid in installments, the Employer, upon receipt of a legal, signed authorization to do so, shall immediately begin to deduct such installment from the worker's pay and continue such deductions until the agreed upon initiation fee has been paid.

ARTICLE 21 - DUES ASSESSMENT

Section 20.1 "Dues Assessment Deduction Authorization"

To all employers by whom I am employed during the term of present or future Collective Bargaining Agreements, who is a signatory to this agreement by and between the signatory, and the New England Regional Council of Carpenters and its affiliate Local Union #107.

I hereby authorize the Employer to deduct from my wages each week, 1.0% of

gross wages as my dues assessment for said week owing by me to the Union under whose jurisdiction I am employed. Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted along with the designated form to the Massachusetts Carpenters Central Collection Agency (MCCCA), and shall be forwarded to the MCCCA on or before the thirtieth (30th) day of the month following the performance of the work.

Section 20.2 Any Employer who fails to file reports under the Dues Assessment and Payroll system when the same is due and payable (the thirtieth (30) of each month for the month preceding) shall be considered in violation of this agreement.

ARTICLE 22- INTENT AS TO LEGALITY

It is the purpose and intent both of the Employer and the Union to create a Collective Bargaining contract which, in all its terms, shall be legal and enforceable as to both parties. In the event that any part of the said contract may be declared illegal, only that portion so declared to be illegal shall be dropped; the remainder of the contract shall remain in full force and effect, and wholly operative throughout the balance of the life of the agreement or any extension or continuation thereof.

ARTICLE 23- COFFEE BREAKS

Employees shall be allowed a ten (10) minute coffee break in both the morning and afternoon.

ARTICLE 24 - TOOLS

Tools belonging to the Employees, which are dulled on the company's work, shall be reconditioned on the job at the expense of the Employer. In the event of fire or theft, the Employer shall be responsible for loss of tools.

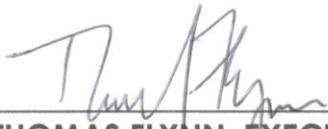
ARTICLE 25 - BEREAVEMENT PAY

1. An Employee shall be compensated for the time lost for up to three (3) days in the event of a death in the immediate family, i.e., mother, father, spouse, sister, brother, or children. The three (3) days shall be limited to three (3) successive work days, one of which shall be the day of the funeral.
2. Pay for time lost under Section 1 shall be at the Employee's regular straight-time hourly rate and only for those hours of absence, not in excess of eight (8) hours per day, for which the Employee would otherwise have been scheduled to work.
3. Reasonable verification of death and relationship shall be furnished to the Company upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ARTICLE 26 – SIGNATORIES

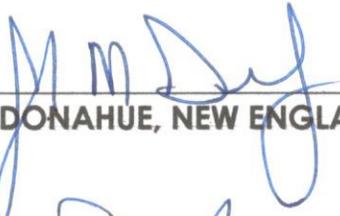
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.



**THOMAS FLYNN, EXECUTIVE SECRETARY/TREASURER
NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS**



JOSEPH PADAVANO, PRESIDENT PADCO INCORPORATED



JACK DONAHUE, NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS



DAVID MANASIAN, CARPENTERS LOCAL 336

8/29/19

DATE