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AGREEMENT

between

THE NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS

Local Union 94

of the

United Brotherhood of Carpenters and Joiners of America

and the

**LABOR RELATIONS DIVISION OF THE
ASSOCIATED GENERAL CONTRACTORS OF RHODE ISLAND, INC.**

Effective: June 5, 2005

Expires: June 7, 2009

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AGREEMENT

AGREEMENT as entered into this 6th day of June, 2005 by and between the Labor Relations Division of the Associated General Contractors, of Rhode Island, Inc. on behalf of such members as may from time to time authorize the same to be done, and such other Employers who assent to its provisions by signature thereto and as hereinafter called the Employer and the New England Regional Council of Carpenters and on behalf of Local Union 94 of the United Brotherhood of Carpenters and Joiners of America, hereinafter called the Union or carpenter. Prior to negotiations a current list of members of the Associations who have so authorized will be furnished the Union. The Associations shall provide the Union with additions to the list during the term of this Agreement. The Union may for good cause object to any such addition. The parties recognize the Union's right to reject a contractor who it has previously terminated or a contractor that does not employ carpenters to perform work covered by this Agreement.

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.

Therefore, be it resolved:

That this Agreement shall be binding upon the parties, their successors and assignees.

ARTICLE I **Recognition**

This Agreement shall cover "Trade Autonomy" and "Work Description" 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 in relation to millwright work, 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.

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

Carpenters and Joiners, Millwrights, 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, Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Roof Shinglers, Casket and Coffin Makers, Box Makers, Railroad Carpenters and Car Builders and Lathers, Dock Builders, Piledrivers, Bridge, Dock and Wharf Carpenters, Divers, Slurry Divers, Underpinners and Underwater Welders 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 handling, 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.

This agreement shall cover the "Trade Autonomy" of the United Brotherhood of Carpenters and Joiners of America as described in the Constitution and Laws of the United Brotherhood of Carpenters & Joiners of America with respect to all aspects of carpenter work involved in the building and construction of new wood-frame detached single family and duplex housing (hereinafter "residential"). For the purposes of this paragraph and Article VIII ("Total Wages, Overtime, and other Payment Provisions") residential wood frame construction is defined to include all work in connection with new construction of all residential units such as single unit dwellings, duplexes, town houses and walk-up apartments which do not exceed four stories in height including a basement. 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.

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 pre-fabs 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, trusses, 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 dismantles all forms. The fabrication, erecting and dismantling of all falsework where power is used for the setting or dismantling of forms or gang

forms to the extent provided by international agreements, decisions of record and area practice. 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.

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

The assembly, flying, tagging, setting, breaking loose, re-setting and dismantling of all gang forms shall be the work of the Carpenter in its entirety.

Strips all concrete forms for columns, beam sides and beam bottom, wall and footing forms, flat arch forms of all types and construction, in fact, strips all concrete forms on building construction with a composite crew.

The installation of all moldings made of wood, metal, plastic or composition, 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, 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, luca bond, densglass 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, in accordance with area practices and/or international agreements and decisions of record.

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.

Builds, erects and dismantles wood scaffolding and self-supporting scaffolding over 14 feet in height from the ground up; the building and constructing of wood derricks; the making of mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing where wood materials are salvaged, and moves buildings.

Fitting, installation and fastening of stops, beads and molding in doors and windows; framing of all false work, wood derricks and hoists, travelers and all lumber or material used in the building and construction industry; the unloading, inventory, distribution and instillation 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, moldings, chair rails, mantels, base or mop boards, wainscoating furniture, china closets, kitchen cabinets, wardrobes, and installation of bowling alleys.

The manufacturing and erecting of cooling towers and tanks, with the exception of metallic 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 and all insulation whether nailed, glued or blown when done in conjunction with carpentry work.

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 workbenches, bookcases and cabinets, blackboards, bulletin boards, billboards, meter boards and boards of all types.

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

The operation of jacks, (scissors or man lifts) 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.

Carpenters may be assigned spray on air barrier, mold resistant materials, 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 regardless of backing material used.

Any new materials and /or technology which takes the place of traditional Carpenter work shall be the work of the Carpenter.

The Association and the Council agree that notwithstanding the inclusion of fire stopping/smoke sealing work in the Trade Autonomy section of the Agreement, the Council will not file subcontracting grievances over the subcontracting of fire stopping/smoke sealing work.

Unloading: See Appendix 1.

All acoustical tile and related material will be unloaded, and installed by the Carpenter.

All finish millwork will be unloaded, inventoried and installed by the Carpenter.

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 fiber glass 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 sub-divisions 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, wainscoating or panel work for stairs; the making of molding 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 unloading and 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, vct, 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 (final sweep and flash patch prior to installation) of concrete, wood, plastic and other surfaces to receive any of the above-mentioned material as well as the removal of all surplus flooring materials.

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, molding, 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 "**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-o-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 and setting of all railroad cars, street cars, buses, trailers, office 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.

The term "**Pile Driver**" shall be defined in Appendix 2.

ARTICLE II **Jurisdictional Procedure**

Work assignments shall be made by the Employer in accordance with area practice in the 39 cities and towns of Rhode Island covered by this collective bargaining agreement. The practice outside of Rhode Island shall not be considered in making work assignments.

In the event a jurisdictional dispute arises, then the disputing unions shall request the other union or unions involved to send representatives to a mutually agreed upon 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 tripartite 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. Shall rotate among the following arbitrators: Tim Bornstein, Mark Irvings, and Lawrence Katz. The parties agree to make themselves available for an arbitration hearing within thirty (30) days of the filing for arbitration, and if the parties cannot agree upon a daytime date within the thirty day period, the parties will make themselves available for an evening hearing. If the parties cannot agree on a hearing date within the thirty days, the arbitrator shall select an arbitration date, and in doing so make his best efforts to accommodate the parties'

respective schedules. Unless all of the parties agree to extend the hearing, the hearing shall be conducted in one day, with an equal amount of time made available to each of the disputing unions.

Decisions rendered by any of the above procedures shall be final, binding and conclusive on the Employer and the Union parties to this agreement. The arbitrator's decision shall be binding on the Employer even if one of the disputing union or unions refuses to participate and/or refuses to be bound by the arbitrator's decision, provided that the disputing union or unions is given the opportunity to participate and present its case at the hearing.

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

Maintenance of Operations on Projects

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:

Contractors Responsibility

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 III **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.

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.

Section 5. The Employer agrees to employ a minimum of two (2) carpenters when carpentry work is being performed on any of its projects. However, if the Employer has more than one (1) project in progress at the same time, it will only be obligated to employ a total of two carpenters. The Employer's compliance with this provision shall not be the basis for requiring the Employer to employ a steward on its payroll.

Article III (A) **Subcontracting**

Section 1. The Employer agrees that 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; provided that the Union with good cause may reject any such contractor. The parties recognize the Union's right to reject a contractor who it has previously terminated or a contractor that does not employ carpenters to perform work covered by this Agreement. The Union will notify the Association of any terminated contractors on a quarterly basis.

Section 2. The Employer agrees that it will not contract any work covered by this Agreement which is to be performed on the jobsite, except from contractors who are parties to a collective bargaining agreement with the Union. The only penalty for violations of this Section is the loss of mobility of manpower set forth in Article V on the project at issue and a \$ 2.50 per hour wage premium for all carpenters employed on the project. The Executive Secretary/Treasurer of NERCC or his designee may grant relief from this Section. The granting of such relief shall not constitute a violation of the favored nations clause of this Agreement.

ARTICLE IV **Jurisdictional Area**

The terms of this Agreement shall apply to the work of carpentry, including all jurisdictional practices, within the 39 cities and towns of the state of Rhode Island.

ARTICLE V
Mobility of Manpower

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, violates jurisdictional assignments or area practice, the Employer shall lose the mobility of manpower privileges for the duration of the project for the first violation and for twelve (12) months on all projects for the second and subsequent violations and 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. The Employer will also lose mobility if it becomes or is reported to be delinquent (two weeks or more) in fringe benefit payments. This penalty may be appealed to the Executive Secretary-Treasurer of NERCC and an AGC Representative. No employee shall be required to work in a geographical jurisdiction outside of the geographical jurisdiction of his home state. Employers shall not retaliate or discriminate against an employee who refuses to work outside of the geographical jurisdiction of his home state. If there is no available work, other than work outside the geographical jurisdiction of the employee's home state, the Employer shall lay-off that employee so that he is eligible to receive unemployment benefits. The employee must comply with the Department of Employment and Training guidelines.

ARTICLE VI
Regular Shift, Daily, and Weekly Hours, Shift Work

Section 1. Eight (8) hours shall constitute a day's work performed between the hours of 7 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday. The starting time shall be set by the General Contractor at the pre-job conference. Once the starting time has been established it can only be changed by mutual agreement between the General Contractor and the NERCC Council Representative.

Section 1A. On certain jobs, with special conditions, the hours of labor may be changed to four (4) days with ten (10) hours per day, with mutual consent of both the Employer and the Union.

Section 2. Work performed in excess of eight (8) hours in one (1) day shall be considered overtime and paid for at the time and one half rate. Work performed in excess of eleven (11) hours Monday thru Friday shall be paid for at the double time rate. The first eight (8) hours on Saturday shall be paid for at the time and one-half rate. Work performed in excess of eight (8) hours on Saturday shall be paid for at the double time rate. Sundays and holidays shall be paid for at the double time rate.

Section 3. When an Employer wishes to work carpenters for the second or third shift period, he or she shall notify the NERCC Council Representative at least twenty-four (24) hours prior to starting the shifts so that proper arrangements shall be made under the following conditions:

- a. Where a job has more than one eight (8) hour shift in any one twenty-four hour period, carpenters will not be permitted to work more than one shift in any one (1) work day.
- b. All employees on shift work shall receive a full normal work day's pay.
- c. Seven and one-half (7 1/2) hours work shall constitute the shift work period during the second shift. The second shift shall begin within one-half (1/2) hour of the end of the regular work day. Seven (7) hours work shall constitute the third shift. The third shift shall begin within one-half (1/2) hour of the end of the second shift period. There shall be a one-half (1/2) hour lunch period at the mid-point of the second and third shift.
- d. Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the applicable overtime rate.
- e. No shift work will be permitted for less than two (2) consecutive regular work days without approval of the NERCC Council Representative.
- f. 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 NERCC Council Representative. Payment shall be eight (8) hours pay for seven (7) hours work.
- g. 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 NERCC Council Representative is obtained.
- h. On projects where the bid documents require the contractor to work hours other than the regular work hours set forth in this agreement, employees may be assigned, with mutual consent of the Union and the Employer, to work these hours at eight (8) hours straight time.

ARTICLE VII

Holidays

Section 1. All work performed on Sundays, New Year's Day, Presidents Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas be paid at the double time rate. No work shall be performed on Labor Day unless to protect property and life or in the case of extreme emergency.

Section 2. No work shall be performed on Saturdays, Sundays, or Holidays except by written permission of the Local Union or the Business Representative, which shall be obtained and posted on the job in a conspicuous place on Friday.

Section 3. The above are the only holidays recognized under this Agreement. Should any Employer observe any other holiday(s) by shutting down the job on said day(s), each carpenter employed on that job, who cannot be employed elsewhere by the Employer on such a day, shall be paid eight (8) hours pay for that day. Such alternate employment will be equally divided among the carpenters on the job.

Section 4. The Union and the Employer agree that the work day following Thanksgiving, Christmas and New Year's Day are regular work days under this Agreement, and work shall be scheduled those days unless the Employer obtains the prior agreement of the Business Representative or a majority of the carpenters on the jobsite indicate that they prefer not to work on any one of the days in this section.

Section 5. Any holiday that falls on Sunday shall be observed on the Monday following thereafter.

ARTICLE VIII
Total Wages, Overtime and Other Payment Provisions

Section 1.

A. Wages -- The rate of wages per hour for all journeymen covered by this Agreement working within the territorial jurisdiction of this Agreement outlined in Article IV, shall be:

<u>Date</u>	<u>TOTAL</u>	=	<u>WAGES</u>	APP. &									PAYROLL DEDUCTIONS		
				<u>H</u>	<u>P</u>	<u>A</u>	<u>TRAIN.</u>	<u>CLMP</u>	<u>IAF</u>	<u>NHSF</u>	<u>NATF</u>	<u>NLMP</u>	<u>VAC</u>	<u>ASSMNT</u>	<u>SCH</u>
6/6/05	\$ 42.70	=	\$ 27.00	5.70	4.70	4.75	.25	.09	.15	.02	.02	.02	.55	.84	.05
1/1/06	\$ 43.95	=	\$ 27.00	(+ \$ 1.25 WILL BE ALLOCATED TO BENEFITS)											
6/1/06	\$ 44.70	=	\$ 27.75												
1/1/07	\$ 45.70	=	\$ 27.75	(+ \$ 1.00 WILL BE ALLOCATED TO BENEFITS)											
6/1/07	\$ 46.70	=	\$ 28.75												
1/1/08	\$ 47.95	=	\$ 28.75	(+ \$ 1.25 WILL BE ALLOCATED TO BENEFITS)											
6/1/08	\$ 49.20	=	\$ 30.00												
1/1/09	\$ 50.45	=	\$ 30.00	(+ \$ 1.25 WILL BE ALLOCATED TO BENEFITS)											

On January 1st of each year money will be allocated to benefits. The Union will notify the Employers, in writing, of the specific funds the money is allocated to.

1. Millwrights shall be paid one dollar (\$1.00) per hour over the Journeyman Carpenter's rate for each hour worked.
2. Carpenters working on free-standing stacks, concrete silos and public utility electrical power houses, which are over thirty-five (35) feet in height when constructed, shall receive fifty cents (\$.50) per hour over the minimum rate.

3. A carpenter who is working on exterior concrete shear wall gang forms shall be paid a premium rate of fifty cents (\$.50) per hour when he is working forty-five (45) feet or more above ground elevation or a setback.
4. The wages and benefits for new residential wood frame construction, as described in Article I, will be the appropriate rate as set forth by the collective bargaining agreement of "Woodframe Construction - Local 723" in effect at the time the work is performed. All other terms and conditions will be governed by the AGC Agreement where the work is being performed. On jobsites involving other types of building and construction, carpenter work shall be performed under the various standard construction contracts between contractor associations and carpenter locals throughout Maine, New Hampshire, Vermont, Massachusetts, Connecticut and Rhode Island. Create a Wood Frame stamp for benefits in Rhode Island.
5. Welder's on the job shall receive an additional one dollar (\$1.00) per hour over the Journeyman's rate of wages while welding. If certified welders are required on any job, the Employer shall assume all costs for such certification.

B. Definitions

W	-	Wages
H	-	Health Fund - See Article X
P	-	Pension Fund - See Article X
A	-	Annuity Fund - See Article X
MR	-	Market Recovery Fund - See Article XIV
App & Train	-	Apprenticeship and Training Fund - See Article XI
NECLMP	-	New England Carpenters Labor Management Program - See Article XII
IAF	-	Industry Advancement Fund - See Article XIII
NHSF	-	National Health and Safety Fund - See Article X
NATF	-	National Apprenticeship and Training Fund - See Article X
NLMP	-	National Labor Management Program - See Article X
Vac	-	Vacation Fund - deduction from net wages
Work Assmnt	-	Work Assessment / Dues Checkoff - deduction from net wages
SCH	-	Scholarship Fund - deduction from net wages

C. Vacation

Each week the Employers signatory to this Agreement agree to deduct from the net wages of each Carpenter employee, the amount of fifty cents five (\$.55) for each hour worked. Payment shall be made in accordance with the Stamp Plan set forth in Article X. Each week the Employer will deliver on pay day, with the pay check to each Carpenter employee, benefit stamps for every hour worked by each Carpenter during that payroll period.

D. Allocation to Fringes

The Union shall have the option to divert money from wages or other funds to any of the funds provided for in this Agreement upon sixty (60) days prior written notification to the Association signatory hereto.

Section 2. Overtime

A. Lunch Period.

The regular lunch period shall be between 12:00 p.m. and 12:30 p.m. All work performed during the regular lunch period shall be paid for at the time and one-half. Any deviation to the regular lunch period will require mutual consent of the Employer and the Union.

B. Notification of Overtime

The Union/Steward shall be notified by the Employer when any overtime as defined by this Agreement is to be worked on the job.

No work shall be performed on Saturdays, Sundays or Holidays except by verbal notification of the Local Union or the NERC Council Representative, which shall be obtained and posted on the job in a conspicuous place on Friday. Also a letter from the Local Union or NERC Representative must be obtained and posted on the job before any changes in hours are made.

C. Equal Distribution

If overtime work is performed, it shall be done by carpenters working on the job prior to the overtime period. Such overtime should be divided equally among the carpenter employees on the job.

Section 3. Carpenters are to be paid weekly including stamps, and in no case shall more than three (3) days pay be withheld. Carpenters are to be paid in cash on the job during working hours. Payment may be made by company payroll check not later than Wednesday of each week. Payment may be made on Thursday when a holiday falls on Monday.

When payment is made by check, the Employer shall make suitable provisions, locally, for cashing of checks 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.

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 - TDI 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 any pre-hire forms except those required by Federal and State law. Carpenters will not be required to take any pre-hire drug test or physicals. In the event a Contractor is required to drug test by an owner or developer, the terms and conditions will be negotiated with the Union before implementation. This must be consistent with Rhode Island law.

Section 4. Carpenters who do not receive their pay before the end of their normal work day and who are required to wait beyond quitting time for their pay shall be paid extra for the waiting time at the straight time rate.

Section 5. Carpenters who voluntarily quit are to be paid not later than the first regular payroll day of the following week.

Section 6. Carpenters shall be paid during their working hours and at the station of their work. Otherwise, they shall be allowed not less than fifteen (15) minutes to reach the job site office of the employer to get the pay.

ARTICLE IX **Dues Assessment**

Section 1. The employer shall deduct 2.5% of the total package from the pay of each 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 journeyman'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. The work assessment shall be calculated on January 1st of each year.

Section 2. There will be a five cent (\$.05) payroll deduction to the RI Carpenters Scholarship Fund, in addition to the above dues assessment from all carpenters.

Section 3. 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 4. 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 XV.

Section 5. All Carpenters shall fill out and sign a permanent Dues Assessment Authorization card which will remain on file, at the Union office, and in effect until revoked in writing to the Union.

ARTICLE X
Fringe Benefit Fund and Other Payment Provisions

Section 1. The Employer agrees to continue in effect a Stamp Plan, instituted January 1, 1977, providing for the purchase of stamps in varying denominations by Employers, to be tendered to all carpenters and apprentices with their payroll checks. The Stamp to cover the total cost of all fringe benefits: the Health Fund, Pension Fund, Annuity Fund, Apprenticeship Fund, Market Recovery Fund, Industry Advancement Fund, Dues Checkoff and Vacation Fund. There shall be no lost time in wages to employees withdrawn from an Employer who is delinquent in filing reports to the Funds, provided the withdrawal of employees is authorized by the Board of Trustees of the Funds. The Stamp Plan shall be mandatory and all carpenter employees shall participate. No wages shall be paid in lieu of benefits.

The Vacation Fund amount of fifty five cents (\$.55) and the Dues Checkoff amount equal to 2.5% of the total package per hour are to be deducted from the carpenter's net pay as both of these contributions are taxable income.

The Fringe Benefit Stamps are to be purchased from First Trade Union Bank at any of its branch offices. All provisions of the agreements with First Trade Union Bank dated January 1, 1999, and the terms of the Trust Agreement, creating the Rhode Island Carpenters Fringe Benefit Plan, are incorporated herein by reference.

The period of redemption of stamps by each carpenter and apprentice shall be February 1st to May 1st in the year following the close of the calendar year in which the stamps were earned.

In the event the Employer shall require a carpenter, then employed by them in the territorial area to which this Agreement applies, to work any place outside this area, the Employer shall maintain the Stamp Plan to the same extent as if the carpenter employee were employed within the territorial area to which this Agreement applies.

An Employer's sole obligation under the terms of this Agreement shall be to make the deduction from the employee's net wages, to deliver said stamps to said carpenter employee for work performed, as provided for in above paragraphs and upon compliance therewith, he shall have no further obligation to the employee, the Union, the Association, the Trustees or the Bank to see the proper administration of said funds.

Section 2. Trust Agreements and Other Provisions - Each Employer subscribes to and agrees to be bound by the provisions of the various Agreements and Declarations of Trust, as originally adopted and as amended from time to time, referred to herein as "The Funds" and ratifies and approves all actions of the Trustees within the scope of said Trust documents of the Funds:

Rhode Island Carpenters Health Fund (H)
Rhode Island Carpenters Pension Fund (P)
Rhode Island Carpenters Annuity Fund (A)
Rhode Island Carpenters Apprenticeship and Training Fund (ATF)

Rhode Island Carpenters Market Recovery Fund (MR)
National Health and Safety Fund (NHSF)
National Apprenticeship and Training Fund (NATF)
National Labor Management Program (NLMP)
New England Carpenters Labor Management Program (NECLMP)

and also agrees to be bound by the following other payment provisions:

Rhode Island Industry Advancement Program (IAF)
Rhode Island Carpenters Vacation Fund (V)
Dues Checkoff Deduction (D)
Rhode Island Carpenters Scholarship Fund (SCH)

Section 3. Remittance Due Date - Each Employer shall file monthly remittance reports as required by the Funds or their designee not later than the twentieth (20th) day of the calendar month following the performance of the work.

Section 4. Violation of Agreement - Failure to contribute to these Funds shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to these Funds be made on a current basis by all Employers.

Section 5. Interest - Any delinquent Employer shall be required to pay to the Funds, interest at the annual rate of two (2) percent over the 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 payments due, twenty percent (20%) liquidated damages, reasonable attorneys' fees and any other costs of this action.

Section 6. Audit - The Employers shall make all reports on contributions required by the Funds on forms furnished by the Funds or their 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 listings, payroll records, individual earnings records and checks. Cash disbursement 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 Funds. The expense of such audit of an Employer's records shall be borne by the Funds. In the event that the Funds or their representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

Section 7. 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.

Section 8. New Federal Health Insurance Law - In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article XXVI at the request of either party; provided that the Arbitrator shall not be permitted to increase the cost to the Employer.

ARTICLE XI **Apprenticeship and Training**

Section 1. Employer contributions shall be used exclusively for the training and education of apprentices and journeymen skills upgrading and for the administrative costs of the Joint Apprenticeship Committee.

Section 2. Each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen carpenters on the job or within its employ when indentured apprentices are available and assigned to the Employer by the Local Union. No Employer shall layoff an apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Local Union. Each Employer must have at least one (1) apprentice per company.

Section 3. Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice carpenters as applicable under this Agreement. OSHA - 10 certification cards are mandatory for all employees.

Section 4. The basic hourly rate for Carpenter Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Carpenter basic wage rate:

First six month period at 50%
Second six month period at 60%
Third six month period at 70%
Fourth six month period at 75%
Fifth six month period at 80%
Sixth six month period at 80%
Seventh six month period at 90%
Eight six month period at 90%

All advancements must be verified by the JATC in writing.

All third and fourth year apprentices will receive journeyman stamps. Effective June 4, 2001 all first and second year apprentices will receive an annuity in addition to the health, apprenticeship, IAF, CLMP, and national funds.

Section 5. The Apprenticeship Fund shall annually submit to the Associations and Union, a list of indentured apprentices with the proposed completion date for each apprentice.

Section 6. Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employee shall be granted advanced standing in the Apprenticeship Program on the basis of his or her demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which he or she is assigned.

Section 7. Laid off apprentices and journeymen shall be eligible for unemployment insurance in accordance with R.I. State and Federal law.

ARTICLE XII

The New England Carpenters Labor Management Program

Section 1. Purpose – The New England Carpenters Labor Management Program was established by an appropriate Agreement and Declaration of Trust, pursuant to Section 302 (c) of the National Labor Relations Act, as amended. 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 Associations – Associated General Contractors of Massachusetts; Building Trades Employers' Association of Boston and Eastern Massachusetts; Construction Industries of Massachusetts, Labor Relations Division; Associated General Contractors of Rhode Island – Labor Division; Construction Industries of Rhode Island; Building Trades Employers' Labor Policy Division of the Construction Industry Association of Western Massachusetts, Inc.; AGC/CCIA Building Contractors Labor Division of Connecticut, Inc.; Northeast Flooring Contractors Association Inc.; and The Foundation and Marine Contractors Association of New England.

Section 3. If on a particular project an Employer is not required to make contributions to the New England 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 RI Carpenters Apprenticeship Fund.

ARTICLE XIII
Industry Advancement Program

Section 1. The parties hereby agree that each Employer who has entered into the terms of this Agreement, by virtue of the execution hereof by himself or an association having his authorization thereof, shall contribute fifteen cents (\$.15) for each hour worked by an employee under the terms of this Agreement to a Fund known as "The Rhode Island A.G.C. Industry Advancement Fund."

Section 2. Purposes - The Fund will be used by its Trustees only for the following express purposes: a) Manpower Recruitment and Training; b) Education; c) Safety and Accident Prevention; d) Public Relations; e) Equal Employment; f) Intra-industry Relations; g) Market Development; h) Market Research; i) Information services, within the building construction industry for the mutual benefit of Employers and their employees.

Section 3. Prohibited Purposes - The Fund shall not be used for any of the following expressly prohibited purposes: a) Lobbying in support of anti-union legislation; b) Supporting litigation before a court or any administrative body against the Union or any of its agents; c) Subsidizing contractors during a period or periods of work stoppages or strikes.

Section 4. Arbitration - In the event that the Union has reasonable cause to believe that the Fund is being used for any of the purposes prohibited by Section 2, the dispute shall be subject to the arbitration provisions of this Agreement.

Section 5. See Article XII, Section 3.

Section 6. The Union and Signatory Employers recognize that \$.05 of the \$.15 in Section 1 above is to be contributed to the Rhode Island 21st Century Labor Management Partnership.

ARTICLE XIV
Market Recovery Fund

The Market Recovery Fund will be suspended (no new jobs will be awarded) from June 4, 2001 to December 31, 2001. The \$1.00 per hour contribution will be added to the Annuity Fund contribution effective June 4, 2001. All existing market recovery approvals will be honored. In January, 2002 the Market Recovery Trustees will evaluate the Funds' finances and determine how to allocate the remaining balance. There shall be a \$.25 per hour contribution from all carpenters and apprentices to the NERC/ Labor Management Target Fund.

ARTICLE XV
Delinquent Payments

Section 1. Subcontractor Delinquency – Upon written notification from a NERCC Council Representative or RI Benefit Fund office 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 NERCC 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. The General Contractor shall pay delinquent subcontractors by issuing a two-party check to the subcontractor and the RI Carpenters Benefit Funds for any delinquent subcontractor upon written request for this procedure from the Union or the Funds.

Section 2. No Stamps – No Carpenters. In the event an 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. If an Employer that has a history (two weeks in any one calendar year) of being delinquent in making its employee benefit contributions the NERCC Council Representative may invoke its right to strike and its right to terminate this Agreement upon forty eight (48) hours written notice by fax and/or certified mail notice.

ARTICLE XVI
Stewards Clause

Section 1. The Council Representative shall furnish or appoint a steward for a job or a shop when the Council Representative deems it necessary. It is compulsory that the steward shall work and that he/she shall be qualified to perform the work to which he/she is assigned and that he or she shall not be discriminated against or discharged for the performance of his or her duties as steward. The steward shall be allowed to see that proper care and attention has been given to any carpenter employee taken sick or being injured on the job and to properly take care of his or her tools without loss of pay.

Section 2. The NERCC Council Representative shall have the immediate right to furnish or appoint a steward whenever work covered by this Agreement is being performed. In all circumstances, no matter whether the first carpenter foreman is employed by a general contractor or by a subcontractor, the second carpenter employed on the jobsite shall be the steward. The steward may be assigned to a carpenter subcontractor on the project with the prior approval of the NERCC Council Representative, which shall not be unreasonably withheld, so long as the general contractor does not employ carpenters on its payroll except for a carpenter foreman. However, the general contractor shall have the ultimate

responsibility to make certain that a steward is present when required by this Article. The steward must be notified and included whenever overtime is being worked on a site by the General Contractor, Construction Manager, Program Manager or the sub contractor performing said overtime. Employers or their representatives will inform the stewards of all new carpenters on the project on a daily basis. The steward shall be a working steward. The steward shall be notified twenty-four (24) hours before he or she is to be laid-off, except when he or she is the last carpenter on the job with the exception of the carpenter foreman when the foreman is performing punch list work only.

In the event of additional shifts the NERCC Council Representative, at his or her discretion, may require the steward to work a maximum of two (2) hours, or he or she may furnish or appoint a steward for the additional shifts.

Section 3. In the event of a total temporary layoff, the steward will be the first carpenter to be recalled. The NERCC Council Representative shall be notified to recall the steward so that in case the steward is unavailable to return to the job or shop, he or she will be replaced by the NERCC Council Representative.

Section 4. The steward shall be permitted time to investigate any carpenter grievance on his or her job during working hours with no loss of pay.

Section 5. On jobs over \$5 million the steward will be employed by the Construction Manager or Program Manager.

ARTICLE XVII Foremen

Section 1. Subject to the provisions of Article III of this Agreement, all foremen of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO and be competent to properly handle the men and work and shall receive a minimum of \$ 3.00 more per hour than the journeyman's rate.

No foreman shall be paid a wage rate less than the rate paid to any journeyman carpenter on that job.

Section 2. All Carpenter, Millwright, and Pile Driver Foremen shall be guaranteed a minimum forty (40) hour week at the regular foreman wages. (See Appendix 3)

Section 3. The direction of all carpenter work shall be performed by a Carpenter Foreman holding membership within the United Brotherhood of Carpenters. If there are two or more on a job, one must be declared the foreman and paid as such.

Section 4. General Foreman and Area Foreman. A General Foreman or Area Foreman may be used at the discretion of the Employer. If used the rate of wages shall be – General Foreman shall be paid 30% over the Journeyman rate of wages and Area Foreman shall be paid 20% over the Journeyman.

Section 5. Owners and Superintendents participating in the Rhode Island Carpenters Fringe Benefit Plan shall be guaranteed a minimum of 160 hours per month of benefits.

ARTICLE XVIII
Lockers, Tools, Safety Regulations

Section 1. The Employer shall furnish separate, adequate locker facilities with heat and light, exclusively for the carpenters, with proper provisions for the locked storage of the carpenters' personal tools and clothing and with seating facilities for all carpenters during the lunch period.

Section 2. Additional convenience lockers shall be provided not more than seven (7) floors above or below the working level in the rough stage and not more than four (4) floors above or below the working level in the finish stage. Convenience lockers shall be fitted in the above manner and condition.

Section 3. All power driven tools, powder actuated tools, battery operated tools, engineer's transits and levels, special tools and equipment not normally carried by the carpenter shall be furnished by the Employer, and carpenter employees shall not rent, lease or loan equipment, power tools or commercial vehicles to the Employer.

Section 4. All power tools or special equipment shall be equipped with all necessary protective devices designed to protect the operator at all times.

Section 5. Tools belonging to the carpenters, which are dulled on job, shall be reconditioned at the expense of the Employer. If the reconditioning of these tools is done at the job site, it shall be done under the terms and conditions of this agreement.

Section 6. When the tools of a carpenter are stored on the job site during non-working hours, at a place designated by the Employer, under lock and key and there is loss thereof because of fire or theft by forcible entry, with clear evidence of such entry during non-working hours, the Employer shall be responsible for the replacement value of such tools to a maximum of \$750 for a carpenter working on rough work and \$900 for a carpenter working on finish work, provided the carpenter shall execute a form, provided by the Employer on the first day of employment, setting forth a list of tools the carpenter has on site, and he shall furnish immediately to the Employer, a list of said tools destroyed by fire or lost by theft, given under oath. Payment shall be made not later than thirty (30) days after proof of loss, as provided by this Section.

Section 7. All work performed by Employers and employees' signatory hereto shall comply with all local, state and federal laws.

The Employer and the employee shall abide by the federal Williams-Steiger Occupational Safety and Health Act as it applies to building construction.

The employee shall wear all safety equipment required by local, state and federal laws. Failure of an employee to wear such equipment as instructed by the Employer may result in his or her discharge.

Section 8. It shall be the responsibility of the Employer to be certain that any carpenter in its employ who is to use any powder actuated tools such as "Ramset," "Stud Driver," & "Hilti" etc., shall have a permit for the use of such tools.

ARTICLE XIX

Conditions of Employment

Section 1. Employment Guarantee - A carpenter, who reports to work on the first day and last day and appears competent, at the beginning of the shift, shall receive one (1) full day's pay unless he or she quits within the period.

On any day, other than the first day and last day, when a carpenter is scheduled to work and reports to work and appears competent at the beginning of the shift, without having been notified not to report, he or she shall be entitled to employment or pay for at least four (4) hours, unless he or she quits within the four (4) hour period. This paragraph shall not apply to foul weather conditions.

In the event a carpenter is requested to remain on the job site for more than two (2) hours, he or she shall be paid for all waiting time or four (4) hours, whichever is greater. All pay provided for in this section to be at the carpenter's regular hourly rate.

Section 2. Carpenters requested to work in foul weather or where water conditions exist, shall be furnished foul weather clothing, including boots of the pull over type, by the Employer without expense to the carpenters. The employee shall sign for such foul weather clothing and for safety equipment on a form provided by the Employer, and shall return clothing and equipment when requested by the Employer. The employee shall also have the right to return clothing and equipment when no longer needed.

Section 3. Carpenters requested by the Employer to wear special protective devices shall have such devices provided by the Employer at no expense to the carpenter. Such devices must be hygienic.

Section 4. Any employee engaged in the performance of work where damage to his or her clothes or shoes could result from their being exposed to chemical action shall be furnished suitable protective clothing by his or her Employer at no cost.

Section 5. There shall be no lost time on the day of injury when medical attention is required for a carpenter on the Employer's job, provided the employee submits a note from the doctor or clinic stating that the employee cannot work that day. If a carpenter while working on the job is required after the first day to visit the Employer's insurance carrier's clinic or doctor for treatment, he or she shall be paid for the time involved and not to exceed two (2) hours at his or her normal straight time rate of pay and benefits unless a longer period of time has been previously agreed to by his or her Employer. The Carpenter is entitled to obtain a second opinion from his/her own doctor.

Section 6. All carpenter employees must be insured under the Workers' Compensation Act and the Rhode Island Employment Security Act.

Section 7. The Employer shall provide cold and sufficient drinking water readily available to the Carpenter at all times, which shall be dispensed under sanitary conditions.

Section 8. The Employer shall furnish for carpenters, suitable and sanitary privies, such as running water toilets when water is on the job site or when it becomes available, or Porto-John, Sani-Kan, Headhouse, Johnny-On-The-Spot, or equivalent chemical toilets, clean and heated in the winter months, within reasonable distance from the work. When new construction reaches the 5th floor from ground level, the Employer shall provide one of the aforementioned types of toilets and a locker on the fourth floor and on every fifth floor above the fourth.

Section 9. During both the morning and afternoon hours, at a mutually agreed upon time, one employee shall obtain coffee in properly covered containers, provided it is readily available at the job sites, for each employee who desires it at his/her own expense.

Section 10. The Council Representative or other representative of the Local Union or Regional Council shall have access to all work areas at all times to conduct union business when work is being done.

Section 11. 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 12. There will be no limit or quotas on production by carpenters nor restrictions on the full use of tools, equipment or other labor-saving devices, and no restrictions on the efficient use of manpower, provided the above comply with OSHA.

Section 13. Cell Phones. The personal use of cell phones during working hours is prohibited. The only exception shall be the steward.

ARTICLE XX **Special Conditions**

Section 1. Carpenters who are sent to work outside of their territorial jurisdictional area as outlined in Article IV of this Agreement and who require overnight accommodations therefore, shall have expenses paid for by the Employer.

Section 2. Transportation, adequate and livable room and board shall be paid by the Employer to all carpenters covered by this Agreement working on Block Island. In the event that an Employer does not supply transportation to Block Island and employees are required to secure other transportation, the Employer shall pay employees the current rate IRS accepted rate per mile round trip in addition to the regular straight time hourly wage rate while traveling. Mileage for the purpose of this section shall be computed from the southern terminus of the Point Judith and/or T.F. Green Airport.

ARTICLE XXI

Discharge

Section 1. If any carpenter is laid off or discharged, he/she shall receive from the Foreman one hour's notice preceding time of layoff or discharge. After the hour's notice, the carpenter must continue working or shall sharpen his/her tools, if necessary until quitting time. If no hour's notice of layoff or discharge is given, he/she shall receive one hour's pay in excess of the actual time worked. The Foreman shall be held strictly accountable for such notice of layoff or discharge

Section 2. At the time of a carpenter's termination, he/she shall be paid off in full with cash or a check, including all fringe benefit stamps, for all hours worked. If no cash or check is at hand at the time, he shall receive an office order good for one hour's pay in excess of the actual time worked, to enable him/her to go to the office of the Employer to secure his wages, in cash or check. Failing to secure his/her wages, he shall be entitled to payment at the rate of wages for every hour of waiting time.

ARTICLE XXII

Fund Reports

A certified audit shall be submitted to the Associations and Unions signatory hereto at the end of each fiscal year for review on status of all funds provided for in this Agreement.

ARTICLE XXIII

No Strike or Lockout Clause

The Employer guarantees that there will be no lockouts for any reason during the term of this Agreement and the Union guarantees that there will be no strikes, slow downs, sit downs or any other refusals to work during the term of this Agreement except for:

- 1) Failure of the Employer to provide Workers' Compensation coverage.
- 2) Failure of the Employer to pay unemployment contributions.
- 3) Failure of the Employer to make contributions to any of the Funds provided herein or failure to file remittance reports with the Funds by the end of the month next following the month in which the work is performed.

- 4) Refusal of either party to submit to arbitration in accordance with Article XXV or failure on the part of either party to carry out the arbitration award.
- 5) The failure of the Employer to pay wages provided herein.

ARTICLE XXIV
Breach of Agreement

Only the Employer who violates the terms of this Agreement shall be liable for such violations and neither the Associations nor the other members of the Associations shall be held liable thereof. Liability of the Associations hereunder shall be limited to the case of a violation hereof by the Association. In the event any member of the Associations violate the terms of this Agreement, the Union shall not take punitive measures against Associations or any members thereof except the offending member.

ARTICLE XXV
Grievance and Arbitration

Section 1. In the event a grievance arises, other than jurisdictional disputes, a meeting shall be held between the contractor or its accredited representatives and the Union. If a settlement is not reached at this point, the parties shall contact the Association of which the contractor is a member. A representative of the Association shall confer with representatives of the Union and the contractor to endeavor to settle the dispute. Any grievance not filed in writing within sixty (60) days from the day of the occurrence on which the grievance is based, shall be forever barred. If the dispute is not settled at this conference, it shall be subject to arbitration.

Section 2. A Committee shall be appointed as an arbitration board to consist of not more than two (2) members from the Union and not more than two (2) members from the Association to whom will be referred any grievance involving an interpretation of this contract including grievances concerning contractors who are not members of the Associations. Association members shall have the option of waiving the joint board step and proceeding directly to the American Arbitration Association. The board shall meet to consider and act on the matter within 3 days, and the decision of the board shall be final and binding on both parties. The board shall make its decision within 72 hours. In the event of the failure of the board to arrive at a solution the case be referred to one of the following three arbitrators Tim Bornstein, Mark Irvings, and Lawrence Katz rotating order and the arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association, and the decision of the umpire shall be final and binding on both parties. The board of arbitration or umpire shall not have the power to add to, subtract from, or modify any term of this agreement. The cost of the arbitration shall be borne equally by both parties to the grievance. The time deadlines may be extended by agreement between the Union and the Association. A non-association employer whose actions are the subject of a Grievance shall have no say in extending the deadlines.

ARTICLE XXVI
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.

ARTICLE XXVII
Pre-Job Conference

Any Employer, prior to the starting of work, shall contact the local NERCC Council Representative to discuss, but not limited to, the following:

Type of work to be performed, manpower needs, schedule, utilization of contractor's work forces and other matters pertinent to the work, thus providing to all parties proper knowledge in order to perform said work in an efficient workmanlike manner.

ARTICLE XXVIII
Applicability of Agreement

Section 1. All work in Massachusetts, Connecticut, Maine, New Hampshire and Vermont shall be performed in accordance with the terms and conditions of the local area Agreement of the Carpenters Local Union in the area where the work is performed and all road building work in Rhode Island shall be performed in accordance with the terms and conditions of the NERC/CIRI Agreement.

With respect to the contracting of work on projects in Maine, Vermont and New Hampshire the following shall apply:

It is understood that there may be instances when suitable, competitive union subcontractors 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 subcontractors to bid for the work. If the Employer and the Union are unable to locate such suitable, competitive subcontractors, it is understood and agreed that the Employer will be relieved of the subcontracting clause for such subcontracts; provided, however, that the subcontractor selected by the Employer must be a responsible subcontractor who provides workers' compensation insurance for all employees on the project, who does not misclassify any employees as "independent contractors" and who provides and pays for legitimate full coverage health insurance for all employees on the project and their families. Any disputes under this section as to whether a union subcontractor is a suitable, competitive one, whether the Employer notified the Union in a timely manner, or whether a non-

union 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 day, no briefs are to be filed, and a decision shall issue within twenty-four hours of the close of the hearing.

Any contractor who is signatory to this agreement may request that a four person committee be convened, which shall have the authority to amend, alter or change the terms and conditions of the local or area agreement. The four member panel shall consist of: a representative from one of the Employer Associations signatory to this Agreement, a representative from the contractor requesting the committee, the Executive Secretary-Treasurer of the New England Regional Council of Carpenters, or his designee, who shall be chairman of the committee, and a representative of the local union in whose jurisdiction the work is to occur. The chairman shall convene the committee as quickly as possible. Any decision of the panel shall be by majority vote and shall apply to only that particular job which was considered by the committee and shall be final and binding on all parties signatory to this agreement and the local union involved in this job.

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

Section 2. 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 3. Remedy - All alleged violations of this Article will be processed under the Grievance and Arbitration Procedure, Article XXV of this Agreement. Any awards issued shall include payment of wages and benefits for those employees who lost work opportunities.

Section 4. 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 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 contains more favorable terms, those terms will be offered to all contractors working on that project.

ARTICLE XXIX
Construction Manager/Program Manager

Whenever any signatory contractor performs work as a management consultant, construction manager, program manager, developer, owner/builder or solicits bids from sub-contractors, 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 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.

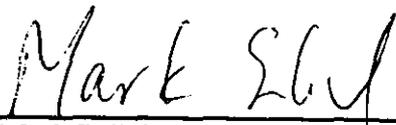
ARTICLE XXXIII
Expiration Provision

This agreement will expire on June 7, 2009 except that if neither party to this Agreement gives notice in writing to the other party on or before April 7, 2009 that it desires a change after June 7, 2009 then this Agreement will continue in effect until June 6, 2010 and so on each year thereafter unless on or before June 1st of each year thereafter a notice is given by either party.

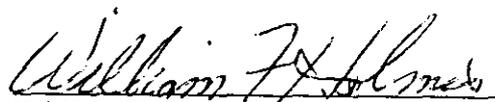
**LABOR RELATIONS DIVISION OF THE
ASSOCIATED GENERAL CONTRACTORS
OF RHODE ISLAND, INC.**


Leo V. Marshall, Chairman
Labor Division - AGC

**NEW REGIONAL COUNCIL OF
CARPENTERS**


Mark Erlich
Executive Secretary/Treasurer


David F. Palmisciano
Senior Business Representative


William F. Holmes
Business Representative


W. Paul Lander
Business Representative

**APPENDIX 1
JURISDICTION**

(This Appendix will be in effect until June 7, 2009)
JURISDICTIONAL ITEMS
AGREED TO BY THE CARPENTERS AND LABORERS

MAY 18, 2005

AS AMENDED

- A. DEFINITION: "Designated stockpile." Material shall be unloaded and taken to a designated stockpile within a room, corridor, or specified area within the proximity of the point of installation. Designated stockpiles shall include several stockpiles within these areas as directed by the contractor. The carpenter will take this material from the designated stockpile to the point of installation.
1. DRYWALL and RELATED MATERIAL shall be unloaded and taken to the designated stockpiles by the Laborer.
 2. METAL DOORS and FRAMES shall be unloaded and taken to the designated stockpiles by the Laborer.
 3. ROUGH CARPENTRY shall be unloaded and taken to the designated Stockpiles by the Laborer.
 4. ALL HARDWARE will be unloaded, inventoried and installed by the Carpenter.
 5. The UNLOADING and INSTALLATION of all flooring materials (wood, parquet, metal, cork, asphalt, carpet, linoleum, vct, rubber base, mastic and glues etc.) the final floor preparation shall be performed by the Carpenter/ Floor Layer.
 6. WOOD DOORS and FRAMES shall be unloaded and installed by the Carpenter.


For the Carpenters 5/18/05


For the Laborers 5/18/05


For the AGC 5/18/05
LABOR DIVISION

For 5/18/05

APPENDIX 2

(This Appendix will be in effect until June 7, 2009)

Pile Driver

It is agreed and understood that the work to be performed by Carpenters, Pile Drivers, Dockbuilders, Divers, and Tenders includes, but is not limited to;

The setting, driving, jacking, jetting, drilling of dowels, cutting off, capping, framing, splicing, and extraction of all types of piles.

The setting, bracing, driving, cutting off, splicing, or extracting of all bulkheads, sheathing, or cofferdams, regardless of composition and requiring the use of power equipment.

Caissons when driven.

The installation and dismantling of all falsework, the framing and placing of all timber, and the making and setting of all forms in connection with piers, wharfs, and trestles.

The installation of helical piles and geopiers, as well as, the measuring, cutting, and placing of all lagging, contact sheathing; and underpinning; the stressing, cutting, and locking off of all tendons or douie dag bars, used in the installation of tie backs.

The preparation of test loads, and the manning where necessary to maintain jack pressure, and the removal of test loads shall be done by a pile driver.

All preparation of piling, bracing, whalers, etc., done at the jobsite yards shall be done by the pile driver.

The placing of embedded materials into piles or the fastening of attachments to piles, regardless of methods used shall be the work of the pile driver.

The loading, unloading, handling of lines, and the moving and positioning of all floating equipment and off shore platforms requiring the use of Spuds, Anchor Winches, or Deck Engines shall be done with pile drivers.

The erection of, and rigging, dismantling, handling, and modification of all pile driving equipment is to be performed by pile drivers.

The rigging, handling, welding, and joining of all types of pipe under water, where diving is necessary, shall be done by piledrivers.

The installation of wick drains or sand drains, where pile driving equipment is used in the installation, it shall be the work of the piledriver.

The building and repairing of all timber trestles and all wooden bridges shall be done by pile drivers.

APPENDIX 3

ARBITRATION REGARDING FOREMEN

The Union and the Association agree that Article XVII "Foremen", Section 2 shall be submitted to arbitration. The issue is whether or not the words "and benefits" added to this section was agree to at the bargaining table.