

**AGREEMENT**

*K 8198*

*1,000 workers*

**between**

*59 pp.*

**THE NEW ENGLAND REGIONAL COUNCIL OF  
CARPENTERS**

**Local Union 94**

of the

United Brotherhood of Carpenters  
and Joiners of America

and the

**CONSTRUCTION INDUSTRIES  
OF RHODE ISLAND**

Effective: June 4, 2001

Expires: June 5, 2005



## INDEX

Applicability of Agreement	49
Apprenticeship and Training	28
Breach of Agreement	46
Conditions of Employment	40
Contractors Responsibility	6
Definitions	19
Delinquent Payments	34
Discharge	45
Dues Assessment	23
Expiration Provision	55
Foremen	37
Fringe Benefit Fund and Other Payment Provisions	24
Fund Reports	45
Grievance and Arbitration	47
Heavy & Highway Definitions	51
Holidays	14
Industry Advancement Fund	31
Jurisdiction	3
Jurisdictional Area	5
Jurisdictional Procedure	5
Lockers, Tools, Safety Regulations	38
Maintenance of Operations on Projects	6
Mobility of Manpower	10
New England Carpenters Labor Management Program	30
No Strike or Lockout Clause	46
Preamble	2
Pre-Job Conference	49
Regular Shift, Daily, and Weekly Hours, Shift Work	11
Saving Clause	48
Special Conditions	44
Stewards Clause	36
Subcontracting	10

Total Wages, Overtime and Other Payment Provisions	14
Union Recognition	7

## AGREEMENT

AGREEMENT as entered into this 4TH day of June 2001 by and between the CONSTRUCTION INDUSTRIES OF RHODE ISLAND hereinafter referred to as "Employers" 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 referred to as the "Union" or "carpenters". 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.

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**

### **Preamble**

**THIS AGREEMENT** is entered into to prevent strikes and lockouts; to facilitate the peaceful adjustment of grievances and disputes between the **EMPLOYER** being the **CONSTRUCTION INDUSTRIES OF RHODE ISLAND**, an incorporated association, having an office in the City of Warwick and Kent County, State of Rhode Island, and the **NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS** on behalf of **LOCAL 94**, an unincorporated association having an office in the City of Warwick, County of Kent, State of Rhode Island, and its members; to prevent waste, unnecessary and avoidable delays and results through them to the Employer of cost and expense and to the employees covered hereby of the loss of wages; to enable the Employer to secure, at all times, sufficient forces of skilled workmen; to provide, as far as possible, for the continuous employment of labor; to provide that employment hereunder shall be in accordance with the conditions and at wages herein agreed upon, and by reason of this Agreement and the purposes and intent thereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible consistent with fair wages and proper working conditions as provided hereunder.

## **ARTICLE II**

### **Jurisdiction**

Section 1. It is agreed and understood that the work to be performed by the Heavy and Highway Construction Carpenters, Pile Drivers, Divers and Tenders, such as driving and pulling of all types of wood, steel and concrete piles and sheet piling, driving of H-Beams, the use of power equipment, the cutting of all piling, the control of the throttle valves on pile driving machinery, cranes and lighters and compressors when such throttle valves are remotely located from the Operating Engineer, the handling, framing and placing of all material on the jobs, the removal of bridges, wharves and piers, the erection and dismantling of material and equipment pertaining to industry, the same to apply on the site of work and into the storage yards, the operating of cutting torches and welding in connection with work defined above, cofferdam and caisson construction, earth anchor, rock anchor and tieback systems, including installation of external steel walers, if any, placing of thrust blocks or other hardware to distribute jacking loads, assembling and cutting, jacking or stressing of tiebacks, locking same and removal of all hardware on completion, shall be performed by the Pile Driver and all tagging within the jurisdiction of this Agreement.

Section 2. This Agreement shall cover all diver work performed by any employees of the Employer. Diving shall be defined as any work performed beneath the water surface which requires individual external life support systems for safe and efficient performance. Submarine diving in all its branches and phases, such as

salvaging of all ships and barges, etc., the underwater repair, removing, dismantling, demolition, burning and welding in all Marine Salvage Operations; all underwater construction and reconstruction, and the salvage of, and removing of underwater structures, underwater inspection and repair of hulls, docks, bridges, and dams, underwater pipelines sewage and water systems, underwater suction and discharge lines, such as those used at chemical plants, pulp mills, and desalination plants; inspecting, surveying, removing, rescuing and recovering of all objects below water surfaces; all underwater work necessary on offshore oil platforms, permanent or temporary, including all floating drill rigs and jack-up platforms; all underwater work on pipelines and hookups including oil, gas, water and sewage systems; the laying of underwater power and telephone cables; offshore marine mining and dredging operations using divers in any phase of their work; all petroleum, fisheries, oceanographic, research and experimental work, nuclear reactors where the use of divers is necessary; all underwater demolition and blasting work requiring divers.

Section 3. When the term Carpenter, Pile Driver, Welder, Dock Builder, Diver or Diver Tender is used in this Agreement, it shall be synonymous.

Section 4. The Barber - Foster Pile Threader, or any other remote control type equipment, which replaces the "monkey" for the interlocking of sheet piles, shall be operated by the Pile Driver.

**ARTICLE III**  
**Jurisdictional Area**

The terms of this Agreement shall apply to the work of carpentry within the 39 cities and towns of the State of Rhode Island.

**ARTICLE IV**  
**Jurisdictional Procedure**

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

In the event a jurisdictional dispute arises then, the disputing unions shall request the other union or unions involved to send representatives to a mutually agreed upon site to meet with representatives of the Union and Employer to settle the dispute. If unanimous agreement is not reached at the meeting, the Union shall request that its international union assign a representative who shall make arrangements to meet representatives of the other international union or unions involved and representatives of the Employer to seek settlement of the dispute. The Employer shall also request the international unions involved to assign representatives to seek settlement of 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.

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

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

### **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. Any jurisdictional decision shall not result in damages being assessed against Contractor A or B, such as double manning, rework or any other punitive provision.

## **ARTICLE V**

### **Union Recognition**

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all employees performing work under the terms of this Agreement. No worker shall be refused admittance and the right to maintain membership in the Union provided he complies with the Constitution and By-Laws of the Union.

Section 2. The Union shall furnish upon request of the Employer until the expiration of this Agreement, in a reasonable time after request, except in cases of strikes and other circumstances over which it has no control, all Foremen and Carpenters.

Section 3. The Employer agrees that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, it will not discriminate against applicants because of membership or non-membership in the Union. Each employee, as a condition of employment, shall become and remain a member of the Union for the term of employment, after the seventh (7th) calendar day from the commencement of his employment in the areas covered by this Agreement. 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. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from any such termination.

Section 4. In the event the National Labor Relations Act is amended while this Agreement is in effect to the extent that an employee may be lawfully required to become a member of the Union as a condition of employment in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement notwithstanding the provisions of Section 3 above.

Section 5. In requesting the discharge of a carpenter employee for failure to comply with the terms of this Article, the Union shall serve notice, in writing, upon the Employer, executed by its proper officer, setting forth that the discharge is requested for non-payment of the dues or initiation fees uniformly required to acquire and retain membership in the Union.

Section 6. In the event the Taft-Hartley Act shall be amended to permit the use of introductory cards or

letters, the Employer agrees to resume the use of such cards or letters.

Section 7. There shall be no discrimination as to employment on account of race, creed, color, national origin, age or sex.

Section 8a. The Employer has full freedom of the selection of their employees among all applicants regardless of source.

b. The Employer shall not be obligated to discharge any carpenter employee for non-membership in the union in the event:

1. they have reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or

2. they have reasonable grounds for believing that such membership was denied or terminated for such reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

**ARTICLE VI**  
**Subcontracting**

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 may, with good cause, reject any such contractor. The parties recognize the Union's right to reject a contractor who it has previously terminated.

**ARTICLE VII**  
**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 shall have worked a minimum of three (3) weeks for the employer in the previous five (5) months.

If the Employer fails to notify a local union prior to commencing work on a project in that local's geographical jurisdiction, the Employer shall lose the mobility of manpower privileges for six (6) months. This penalty may be appealed to the Executive Secretary/Treasurer of NERCC. 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. 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. The employee must comply with the Department of Employment and Training guidelines.

## ARTICLE VIII

### 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. All work performed in excess of eight (8) hours in one (1) day or forty (40) hours in the work week shall be considered overtime and paid for at the rate

of time and one-half the regular hourly rate. Work performed in excess of twelve (12) hours per day on Monday thru Saturday shall be paid for at double time. The first twelve (12) hours worked on Saturday shall be paid for at the time and one-half 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. 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.

f. Shift work shall consist of a minimum of two (2) consecutive nights, except in case of emergency with prior approval of the NERCC Council Representative. In no case shall a carpenter work more than one shift in twenty-four (24) hours. The Employer shall notify the NERCC Council Representative before starting shift work.

Section 4. In the event a Carpenter or Pile Driver is required to report for work before the usual starting time for tide work, he shall receive overtime at the regular rate for this time. However, his total pay for the day shall be at least eight (8) hours, except in the event of inclement weather.



## **ARTICLE IX**

### **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 shall 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. Any holiday that falls on Sunday shall be observed on the Monday following thereafter.

## **ARTICLE X**

### **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 as outlined in Article IV, shall be:

**Carpenters, Pile Drivers, Dock Builders and Diver Tenders:**

<u>Date</u>	<u>TOTAL</u>	=	<u>WAGES</u>	<u>H</u>	<u>P</u>	<u>A</u>	APP &						PAYROLL DEDUCTIONS			
							<u>TRAIN.</u>	<u>CLMP</u>	<u>IAF</u>	<u>NHSE</u>	<u>NATF</u>	<u>NLMP</u>	<u>VAC</u>	<u>ASSMNT</u>	<u>SCH</u>	
6/4/01	\$34.70	=	\$22.50	3.75	3.50	4.50	.20	.04	.15	.02	.02	.02				
1/1/02	\$35.70	=	22.75													
6/1/02	\$36.70	=	23.75				(+ \$ .75)	TO BE ALLOCATED TO BENEFITS						..30	.85	.05
1/1/03	\$37.70	=	23.75													
6/1/03	\$38.70	=	24.75				(+ \$1.00)	TO BE ALLOCATED TO BENEFITS						..55	.89	
1/1/04	\$39.70	=	24.75													
6/1/04	\$41.20	=	26.25				(+ \$1.00)	TO BE ALLOCATED TO BENEFITS								
1/1/05	\$41.95	=	26.25				(+ \$ .75)	TO 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.

## **Divers:**

The minimum rate of wages for all divers shall be:

June 4, 2001 to January 1, 2002	\$34.30
January 2, 2002 to June 1, 2002	\$34.55
June 2, 2002 to June 1, 2003	\$35.55
June 2, 2003 to June 1, 2004	\$36.55
June 2, 2004 to June 5, 2005	\$38.05

Benefits shall be the same as the Carpenters, Pile Drivers, Dock Builders and Diver Tenders.

1. Millwrights shall be paid seventy five cents (\$.75) per hour over the Journeyman carpenter's rate for each hour worked.
2. The designated pile driver, known as the "monkey", shall receive an additional seventy-five cents (\$.75) per hour over the Journeyman's rate of wages.
3. Welder's on the job shall receive an additional seventy-five cents (\$.75) 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.
4. The minimum crew for pile rigs on land and water shall consist of three (3) men plus a Foreman.
5. The Diver's minimum rate of wages, when he is not diving, shall be the same as the Pile Driver's rate stated above.

6. The minimum rate of wages for Diver Tenders, when not tending the Diver, shall be the same as the Pile Driver rate stated above.

7. Diver Tenders shall receive one dollar (\$1.00) per hour above the Pile Driver rate, when tending the Diver.

8. The regular work day shall be the same as set forth in Article VI of this Agreement excepting that actual diving time shall not exceed eight (8) hours in any one shift, including dressing, setting up gear and stowing gear away. Any time worked in excess of the normal working hours shall be considered overtime and shall be paid at time and one-half the regular pay rate. Divers and Tenders shall be paid a minimum of eight (8) hours per day for any part of a shift.

9. On jobs where two or more shifts are employed, Divers and Tenders on each shift shall be allowed thirty (30) minutes for lunch on the Employer's time. All work performed outside of the regular hours or shift hours shall be paid for at the overtime rate of time and one-half the basic pay rate.

10. Depth Limitations: Divers' time, at all depths exceeding forty (40) feet, shall be governed by the United States Navy Standard Decompression Table (using compressed air) using optimum exposures time as found in Manual Navy ships no. 250-538. All safety precautions shall be observed in connection with this manual. All OSHA standards shall also be complied with.

**Decompression and Recompression:** A decompression chamber shall be kept on the job by the Employer at the request of the Divers when depth exceeds seventy (70) feet. Time required for decompression after the regular shift shall be paid for at the overtime rate. The Tender shall stand by while the Diver is in the decompression chamber and such time shall be considered time worked. The Diver shall have sole option as to whether a long or short form of recompression is used.

**11. General Rules:**

- a. Under all diving conditions the reasonable judgment of the Diver shall be accepted regarding the length of time spent under the water and the hours that can be worked with safety.
- b. The Diver shall have the right to select his own Tender.
- c. The Diver shall be consulted when working in deep waters as to how many dives he can make in the regular working hours.
- d. A suitable shelter, properly heated, lighted and ventilated, shall be provided for the diving crew.
- e. The diving crew shall not perform any work outside of actual diving, decompression, and caring of diving equipment, except in unforeseen emergencies.
- f. The Employer shall furnish all tools, equipment and gear.

## B. Definitions

W	-	Wages
H	-	Health Fund - See Article X
P	-	Pension Fund - See Article X
A	-	Annuity Fund - See Article X
App & Train	-	Apprenticeship and Training Fund - See Article XI
CLMP	-	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 Asset	-	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-five cents (\$.55) for each hour worked. Payment shall be made in accordance with the Stamp Plan set forth in Article XII. 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 any fund or wages 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.

An employee who works on a concrete placement during the regularly scheduled lunch period (12:00 pm to 12:30 pm) shall be paid overtime for that period, also, said employee shall be given between the hours of 11 a.m. and 1 p.m., or the corresponding period of a second or third shift operation, a one-half (1/2) hour non-paid lunch period. All other work to be performed during the regular lunch hour time shall be paid at the appropriate overtime rate and employees involved shall have one-half (1/2) hour for lunch.

## B. Notification of Overtime

No work shall be performed on Saturdays, Sundays, or Holidays, except by written permission of the Local Union or the NERCC 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 the NERCC Council Representative must be obtained and posted on the job before any changes in hours are made.

## C. Equal Distribution

Whenever overtime work becomes necessary on a particular phase of work, preference shall be given to area carpenters or pile drivers working on that particular phase of work.

Section 3. Carpenters are to be paid weekly, 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 Thursday.

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.

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 XI**

### **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 journey person'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 XVI.

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 XII**

### **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, 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 (\$.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.

An Employer, at its discretion, when working outside the territorial area to which this Agreement applies, may contribute the same amount in the same manner as set forth in Section 2 above, to the appropriate Fund for each Carpenter when said Carpenter is sent and put to work by the Employer from the jurisdiction set forth in Article III.

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)

National Health and Safety Fund (NHSF)  
National Apprenticeship and Training Fund  
(NATF)

National Labor Management Program (NLMP)  
Carpenters Labor Management Program (CLMP)

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. 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 6. 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 7. 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 XIII**

#### **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.

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.

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 third and fourth year apprentices will receive journeyman stamps. Effective June 4, 2001 all first and second year apprentices will receive a one dollar and twenty-five cent (\$1.25) 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 journeymen and apprentices shall be eligible for unemployment insurance in accordance with Rhode Island state and Federal law.

## **ARTICLE XIV**

### **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 and 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 XV**

### **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 Heavy and Highway Construction Industry Advancement Fund". The Fund shall be administered by a Board of Trustees, three in number, appointed by the Association. Contributions to the Fund shall be deductible by the Employers as an ordinary business expense and the contributions to the Fund and the earnings thereon shall be exempt from taxation as a contribution to a tax exempt organization under Internal Revenue Code Section 501 (c) (6).

Section 2. The Fund shall be under the exclusive management of such Trustees who shall operate the Fund under the terms of a Trust and Plan executed by the Association and the Trustees.

Section 3. The Trust Fund shall be used for the following purposes:

The promotion of safety and accident prevention in the construction industry; conducting or promoting educational programs such as schools for superintendents of construction and other supervisory and management personnel; paying the cost of standardizing contracts and specifications; setting up machinery to bring about cooperation among owners, architects, engineers, contractors, subcontractors, material suppliers, surety and insurance interests, public agencies, and other construction industry groups and organizations to eliminate disputes and disagreements; conducting or sponsoring research

into new methods and new materials for use in the construction industry; paying the expenses involved in conducting public relations and market development programs for the benefit of contractors engaged in the construction industry in Rhode Island; paying the expenses attendant to the promotion of stability of relations between labor and management; paying the expenses incurred by management in connection with collective bargaining on an industry-wide or construction trade-wide basis for the benefit of the construction in Rhode Island; paying the expenses required to develop and maintain facilities for arbitration of disputes and the adjustment of grievances; conducting or promoting programs to insure a sufficiency of skilled employees in all crafts for all construction contractors in Rhode Island; providing contributors with information and data relating to the construction industry the manners mentioned herein; paying the costs of administration of the Fund; paying the expenses incurred in the collection of contributions for the Fund; and such other industry-wide or construction-wide endeavors of like character or kind as may be desirable from time to time as the Trustees decide.

Section 4. The Trust Fund shall not be used by the Trustees for any of the following purposes which are expressly prohibited uses or purposes:

(a) Lobbying in support of anti-union legislation supporting litigation before a court of any administrative body against any Union or any of its agents

(b) Subsidizing the business operation of Employers during a period or periods of work stoppage or strikes.

Section 5. The amounts payable by an Employer under this Article shall be paid into said Fund not later than the twentieth (20th) day of each and every month for the hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month.

Section 6. The failure to contribute to this Fund, notwithstanding any other available remedy, shall be subject to the provisions of Article VIII hereof.

Section 7. First Trade Union Bank, in its capacity as disbursing agent shall pay directly to the Rhode Island Heavy and Highway Construction Industry Advancement Fund contributions due from the contributing employers who are signatory to this Agreement.

## **ARTICLE XVI**

### **Delinquent Payments**

Section 1. Subcontractor Delinquency - Upon written notification from a NERCC Council Representative or the 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 history of being delinquent in making its employee benefit contributions the Union may invoke its right to strike and its right to terminate this Agreement upon forty-eight (48) hours written notice by certified or register mail notice.

## **ARTICLE XVII**

### **Stewards Clause**

Section 1. It is agreed that on each job there shall be a Steward, selected by the Union on a non-discriminatory basis. The Steward shall remain on the job whenever there are any Heavy and Highway Construction Carpenters and Pile Drivers working. The Steward shall be the last man on the job and shall not be laid off, transferred or discharged, without just cause for the duration of the job. If the Steward is laid off before the job is completed, due to shortage of material, the Business Representative shall be notified when work is resumed, and the Steward will be rehired, provided he reports to the job not later than the start of the next working day, and he shall then be employed until the completion of the job. At the request of the Steward, the job Superintendent shall inform him which trade is performing any kind of work on the project. The Foreman shall notify the Steward when Carpenters are to be laid off. The Union shall have the right to transfer the Steward to any sub-contractor on the project who is performing carpentry work, provided he is qualified to perform the work.

Section 2. Carpenter employees, on the first day of employment, shall be directed by the Superintendent or Carpenter Foreman to report to the Steward before starting work.

Section 3. The Steward shall be permitted to check the job for compliance of this Agreement and to also check safety conditions and to adjust grievances and

complaints on the job, if possible. If unable to do so, he shall be permitted to contact the Business Representative immediately.

Section 4. The Steward on each job shall be appointed by the Business Representative having jurisdiction over the job, from among the employees on the job.

## **ARTICLE XVIII**

### **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 and be competent to properly handle the men and work and shall receive a minimum of two dollars and fifty cents (\$2.50) 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.

Section 3. The direction of all carpenter work shall be performed by a Carpenter Foreman holding membership within then United Brotherhood of Carpenters.



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.

**ARTICLE XIX**

**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. 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 a reasonable distance from the work.

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, and all electrical tools shall be grounded and shall comply with the Rhode Island State Safety Code.

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 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, furnished by the Employer, 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 XX**

### **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 four (4) hours pay (minimum) unless he or she quits within the period.

On any other day, other than the first day and the 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 three (3) hours, unless he or she quits within the three (3) 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 three( 3) 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. Job Injuries.

(a) There shall be no lost time on the day of a minor injury for a carpenter obliged to receive medical attention and treatment, providing he returns to work within a reasonable time on that day.

(b) Employees seriously injured on the job, who have to obtain medical treatment, shall not be required to return to work on the day of injury and shall receive payment of wages for that day. A serious injury is defined as an injury which prevents the employee from working on the workday following the date of the injury.

(c) If a carpenter while working on the job is required to secure additional treatment during working hours for a job related injury, he shall receive, in addition to the pay for the hours actually worked on that day, two (2) hours pay for a maximum of three (3) visits. However, in no event shall the pay for the second day exceed eight (8) hours.

(d) When an employee is seriously injured on the job or is taken sick, the Employer shall see to it that proper care and attention has been given to said employee, and, if necessary, the Employer shall take him to the hospital and return him to work, if possible. If the employee is unable to return to work, the Steward shall properly take care of his tools. There shall be no loss of pay to the Steward.

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

Section 7. The Employer shall provide Cold and sufficient drinking water readily available to the carpenters 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.

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 NERCC Council Representative shall be allowed to visit the job during working hours.

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.

## **ARTICLE XXI** **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 sum of thirty-two cents (\$.32) 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 XXII**

### **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 XXIII**

### **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 XXIV**  
**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 XXVI or failure on the part of either party to carry out the arbitration award.
  
5. The failure of the Employer to pay wages and benefits provided within.

**ARTICLE XXV**  
**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 therefore. 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 XXVI**

### **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 meet with representatives of the Union and the contractor to endeavor to settle the dispute. Any grievance not filed in writing within fourteen (14) 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 meeting, 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 members shall have the option of waiving the joint board step and proceeding directly to 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 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, an umpire shall be appointed by the American Arbitration Association 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 XXVII**

### **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 XXVIII**

### **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 XXIX**

### **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. All building work in Rhode Island shall be performed in accordance with the terms and conditions of the Rhode Island Building Agreement.

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 XXVI 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 XXX**

#### **Heavy & Highway Definitions**

“Contractor” where used in this article, means any contractor engaged in either (1) Heavy Construction and Railroad Contracting or (2) Highway Construction work in respect to the terms and conditions of employment and the nature of the work, as well as the class and skill of the workers.

The word "work" when used herein means either "Heavy Construction of Railroad Contracting" or "Highway Construction" work.

Heavy Construction and Railroad Constructing is defined as constructing substantially in its entirety any fixed structure or improvement or modification thereof, or any addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation (not including Building Construction) railroad and street railway construction projects, grade separations, foundations, pile driving, piers, abutments, bulkheads, retaining walls, viaducts, shafts, tunnels, subway track elevation, elevated highways, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power developments, hydro-electric development, transmission lines, locks, dams, dikes, levees, revetment, channels, channel cutoffs, intakes, dredging projects, breakwaters, harbors, industrial plants and sites, excavation and disposal of earth and rocks, including the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.

It is understood that where "Industrial Plants and Sites are mentioned in the preceding paragraphs as included in the scope of the Heavy Construction Industry, it shall cover all work in connection with the cleaning and grading of the sites including the roughing out to the bottom elevation indicated; also all construction of roads,

railroads and river work; also construction of water lines and sewers to within five (5) feet of the building foundation line.

This work is done under this Heavy Construction Agreement, regardless of which type of contractor has the general contract.

All work on Industrial Plants not described in the above paragraphs must be done under Building Trades rates and conditions where such rates and conditions are contained to be better than those contained in this Agreement.

If a Contractor secures the whole general contract covering both types of work, a separate organization must be set up and maintained to handle each type of work or else all work must be done under conditions provided above Industrial Plants under Building Trades Rules.

Interchange of employees on work done under the different provisions covering "Industrial Plants and Sites" shall not be permitted.

Highway Construction work is defined as all work ordinarily included in highway construction contracts, bridges, sewers, street paving, curb setting, sidewalks, duct lines, water mains and other pipe lines and the excavation of all foregoing, including the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.



A Foreman, when employed on any such work as a workman, is governed by the rules and wages of such workman.

A Foreman, who does the work of workmen belonging to the Union more than is required for instruction of workmen belonging, is not exempt from Union membership under this clause.

The work of the Journeyman Carpenter and Foremen Carpenters employed under this Agreement shall be in accordance with the classification of jurisdiction under the United Brotherhood of Carpenters and Joiners of America, as set forth in the decisions of the National Joint Board for the Settlement of Jurisdictional Disputes of the Building and Construction Trades Department.

These rules are to be furnished to the Association by the Union.

Employers, parties to this Agreement, who perform building work from time to time, shall sign a building worker's agreement.

**ARTICLE XXXI**  
**Expiration Provision**

This agreement will expire on June 5, 2005 except that if neither party to this Agreement gives notice in writing to the other party on or before April 5, 2005 that it desires a change after June 5, 2005 then this Agreement will continue in effect until June 5, 2006 and so on each year thereafter unless on or before April 3rd of each year thereafter a notice is given by either party.