

**AGREEMENT**

**Between**

**THE NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS**

**Local Unions 26, 33, 40, 67, 107, 111, 218,  
275, 424, 475, 535, 624, 723, 1305**

**of the**

**United Brotherhood of Carpenters and Joiners of America**

**and**

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

**and**

**BUILDING TRADES EMPLOYERS' ASSOCIATION OF BOSTON AND EASTERN  
MASSACHUSETTS, INC.**

**and**

**LABOR RELATIONS DIVISION OF THE CONSTRUCTION INDUSTRIES OF  
MASSACHUSETTS**

**Effective: September 1, 2009**

**Expires: August 31, 2012**

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## **AGREEMENT**

AGREEMENT as entered into this 1st day of September, 2009 by and between the Labor Relations Division of the Associated General Contractors, of Massachusetts, Inc. and the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., and the Labor Relations Division of the Construction Industries of Massachusetts, 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 Nos. 26, 33, 40, 67, 107, 111, 218, 275, 424, 475, 535, 624, 723, 1305 56, 1121, 2168 of the United Brotherhood of Carpenters and Joiners of America, hereinafter called 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. Good cause shall include, but not be limited to any contractor who has been delinquent in the payment of fringe benefit contributions, who has operated an unlawful double-breasted company, who has been previously terminated by the Union, or who does not employ carpenters while performing work covered by this agreement.

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 1 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, 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 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, Casket and Coffin Makers, Box Makers, Railroad Carpenters and Car Builders and Lathers, Dock Builders, Pile Drivers, 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 unloading, handling, distributing, erecting, and installing material for any of the above divisions or sub-divisions that is in the jurisdiction of the carpenter. Burning, welding, rigging, and the use of any instruments or tools for layout work, incidental to the trade, including the spotting and aligning of all chalk lines and grades (other than control lines) that govern any work to be performed by carpenters.

### **Wood Frame**

This Agreement shall cover the "Trade Autonomy" of the United Brotherhood of Carpenters & 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 of new wood-frame construction. For the purpose of this paragraph, new wood-frame construction is defined as a structure or a building with a wood-framed exterior skeleton, wood-framed interior support and roofing frame. This definition shall also cover the receiving, fastening and putting in place of all modular residential units when used in construction, as described above, regardless of material utilized to construct modular units, including, but not limited to wood, masonry, metal or plastic. This definition shall also cover all carpentry work on energy efficient retrofit projects on existing residential structures that is funded through the American Recovery and Reinvestment Act of 2009.

### **Words and Phrases Defined**

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

The term "Carpenter" and the term "Joiner" are synonymous, and in either case, shall mean one who prefabs or constructs forms for footings or foundations of houses, buildings, structures of all descriptions, and modular units, whether made of wood, metal, plastic, or any other type of material.

The erecting of structural parts of a house, building, or structure made of wood or any substitute, such as plastics or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and stripping and dismantling of all forms, the fabrication, erecting and dismantling of all false work, and any and all work related to clean-room work including the following: removal of clean-room wall panels, track, and door units; removal of ULPA filter units, sheet metal plenum dividers, and ceiling grids; Unistrut supports, access flooring, and sheet rock walls within the clean zone; sheet metal and aluminum wall panels below the access floor, between the floor and ceiling system, and above the ceiling system to the deck; all doors, frames, hardware, and glazing; all ceiling grid system components, including primary hangs of Unistrut,

welded grid frames, fluid seals, filter units, and all components inherent to the ceiling system; access flooring, vinyl tile flooring, and carpet, and all cleaning in the Fab will be done by trained carpenters knowledgeable of the system being serviced . Where power is used for the setting or dismantling of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters. The fabrication and/or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and/or leveling of base plates and bolts and leveling plates on leveling nuts is included.

All framing in connection with the setting of metal columns; the setting of all forms, centers and bulkheads; the fabrication and setting of screeds and stakes for concrete and mastic floors, where the screed is notched or fitted or made up of more than one member; the making, setting, and stripping of all forms, frames, and all framework and partitions used in concrete work, including jacking of slip forms; the installation of all moldings made of wood, metal, plastic or composition, installing of run-strips for plumbers or other trade or cutting for pipes through floors, joists or partitions composed entirely or in part of wood or other materials erected by Carpenters.

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

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

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

Fitting, installation and fastening of stops, beads and molding in doors and windows; framing of all false work, athletic equipment, derricks, and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood.

The manufacturing and erecting of cooling towers and tanks; the installation of wood, plastic or metal awnings, door shelters, marquees and jalousies. The laying and finishing of all floors including wood, cork, asphalt linoleum, vinyl, rubber, sports floors, artificial turf 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; the unloading, distribution and installation of all acoustical suspended ceilings of any type of material in its entirety and all insulation whether nailed, glued or blown. The hanging, setting and installation of wood, metal or plastic doors, sash, jambs, bucks, casings, moldings, chair

rails, mantels, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, lockers, wardrobes, and installation of bowling alleys.

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

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

Lathing -- The erecting, constructing, installing, and completing of all light channel iron construction; furring; making and erecting of brackets, clips, and hangers; wood, wire, and metal lath; plaster board or other material which takes the place of same to which plastic or acoustical material is adhered; corner beads; all floor construction; arches erected for the purpose of holding plaster, cement, concrete, or any other plastic or acoustical material. All carrying bars, perlins, and furring, regardless of size; light channel iron and metal furring of all descriptions, such as rods, channels, flat iron, nail lock, screw lock, pomery, T-Bar, H-Bar, Z-Bar, metalsplines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials; and all light channel iron and metal studs such as Stran Steel, Penn Metal, Soule, Trucson, or other trade names of metal studs; and all other types of light channel iron or metal studs, no matter what the manufacturer when such studs are to receive a dry-wall finish, such as gypsum board, wall board, wooden paneling, etc.; or when such studs are to receive metal lath, rock lath, or other material for the application of plaster or other sprayed-on wet material; and all other light channel iron furring erected to receive lath and plastic acoustical materials. The nailing, tying, and fastening of all wire and metallic lath, such as wire cloth, wire mesh, expanded metal lath, hyrib lath, and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light channel iron and metal furring, which receive lath and plastic or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, and all other appurtenances connected therewith. The tying, nailing clipping, or fastening of all types of lath, regardless of size, such as wood lath, plaster board, button board, flaxlinum board, bishopric celotex gypsum lath, rock lath sheet rock, or any and all other types of materials erected to receive or hold plastic or acoustical material. The erection of any and all mechanical acoustical systems such as Cupples, Economy, fiberglass, Jackson, Reynolds, Aluminum, Securitee, interlock Grid, or any other type or kind, which takes the place of same to which acoustical material is attached or adhered. The erection of all metal plastering accessories, such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other

metal plastering accessories, which are covered and/or serve as a ground, guard, stop, or screed for plastic material.

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

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

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

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

The term "Millman, Cabinet Maker, and Bench Hand" shall mean the making and assembling in ship, mill or factory or store, display, office, theater, hall, church, school and bank fixtures and furniture, mantel pieces, cabinets of all types, dressers, wardrobes, china closets, ornamental work of wood or

composition, panel work, partitions, pre-cut and pre-fit trim and doors, show and wall cases, butcher shop fixtures, pallets, sash, doors, trim, 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, the unloading, handling, setting, and connecting together of self-service refrigerated and frozen food display cases, walk-in coolers, and freezers regardless of material, 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 of all railroad cars, street cars, buses, trailers, and mobile homes, the interior finish and repairs on same of all cars used for passenger or freight, whether the finish is of wood, metal or plastic.

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

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

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

The term "Allied Workers" shall cover all persons engaged in creosoting or chemically treating lumber, operating, assembling or processing wood, metal, plastic or composition material for musical instruments, novelties, matches, tools, toys, or parts of tools, or any article that is composed of wood, metal, plastic, or composition material in whole, or in part.

## **ARTICLE 2** **Jurisdictional Procedure**

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

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

the dispute. If the above procedure 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.

## **ARTICLE 3**

### **Union Security**

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

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

Section 3. In the event that a worker fails to tender the admission fee or that a member of the Union fails to maintain his or her membership in accordance with the provisions of this Article, the Union shall notify the Employer in writing, and such notice shall constitute a request to the Employer to terminate said individual within forty-eight (48) hours for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph, and the Employer shall terminate such worker at the end of such period. Failure to terminate will subject the Employer to damages for lost wages and benefits for each hour worked by the non-member after receipt of notification in writing.

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

Section 5. The Employer agrees to directly employ a minimum of two carpenters in the aggregate as a company or a firm on projects where work covered by this Agreement is performed if he or she has not employed a minimum of two carpenters in the last ninety (90) days. If a contractor has not worked in the prior six months, the ninety day period commences when the Employer resumes working again.

### **Article 3 (A), “Subcontracting”**

Except for filed sub-bids, 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. Good cause shall include, but not be limited to any contractor who has been delinquent in the payment of fringe benefit contributions, who has operated an unlawful double-breasted company, who has been previously terminated by the Union, or who does not employ carpenters while performing work covered by this agreement. Said subcontractor must have entered into the collective bargaining agreement with the Union before starting any carpentry work.

The Employer when acting as a subcontractor agrees that except for filed sub-bids and sub-contracts valued at less than \$300,000 it will not subcontract any work covered by this Agreement, which is to be performed on the job site except from contractors who are parties to a collective bargaining agreement with the Union. The only penalty for violations of this paragraph is the loss of mobility of manpower set forth in Article 5 on the project and a \$2.50 per hour wage premium for all carpenter employees on the project. The Executive Secretary-Treasurer of the Council or his designee may grant relief from this paragraph. The granting of such relief shall not constitute a violation of the favored nations clause of this Agreement.

In order to protect and preserve work traditionally performed by carpenters under this Agreement, all exterior wall system work and concrete form work covered by this Agreement that has traditionally been performed on-site that is performed off-site either by the Employer or a subcontractor of the Employer, shall be performed in accordance with the wages, benefits and other economic terms provided for in this Agreement. This provision does not apply to the wood frame panels, manufactured

glazed curtain wall systems and panels purchased directly from recognized manufacturers whose business is exclusively manufacturing that are traditionally performed off-site.

## **ARTICLE 4** **Jurisdictional Area**

The terms of this Agreement shall apply to the work of carpentry within the territory of:

### **BOSTON**

#### Locals 33, 40, 67, 218

Boston, Belmont, Brookline, Cambridge, Chelsea, Dedham, Everett, Malden, Medford, Milton, Revere, Somerville, Winthrop, and the islands in Boston Harbor.

### **ASHLAND**

#### Local 475

Hudson, Clinton, Framingham, Marlboro, Westboro, Northboro, also the localities known as Ashland, Berlin, Bolton, Gleasondale, Holliston, Hopkinton, Maynard, Saxonville, Sherborn, Southboro, and Stow.

### **BROCKTON**

#### Local 624

Abington, Avon, Barnstable County, Bridgewater, Brockton, Carver, East Bridgewater, Easton, Halifax, Hanson, Holbrook, Kingston, North Easton, Plymouth, Plympton, Randolph, South Easton, Stoughton, West Bridgewater, and Whitman.

### **ESSEX/MIDDLESEX**

#### Local 26

Arlington, Beverly, Burlington, Danvers, Essex, Gloucester, Hamilton, Ipswich, Lexington, Lynn, Lynnfield, Manchester, Marblehead, Melrose, Middleton, Nahant, North Reading, Peabody, Reading, Rockport, Salem, Saugus, Stoneham, Swampscott, Topsfield, Wakefield, Wenham, Wilmington, Winchester, Woburn, and the islands of Salem Sound to Plum Island Sound.

### **FALL RIVER**

#### Local 1305

Acushnet, Berkley, Dartmouth, Dighton, Dukes County, Fairhaven, Fall River, Freetown, Lakeville, Mansfield, Marion, Mattapoisett, Middleboro, Nantucket, New Bedford, Norton, Raynham, Rehoboth, Rochester, Seekonk, Somerset, Swansea, Taunton, Wareham, and Westport.

### **HINGHAM**

#### Local 424

Braintree, Cohasset, Duxbury, Hanover, Hingham, Hull, Marshfield, Norwell, Pembroke, Rockland, Scituate, Weymouth, and the city of Quincy.

## MERRIMACK VALLEY

### Local 111

Acton, Amesbury, Andover, Ballardvale, Billerica, Boxboro, Boxford, Byfield, Carlisle, Chelmsford, Cushing, Dracut, Dunstable, Forge Village, Georgetown, Graniteville, Groveland, Haverhill, Lawrence, Littleton, Lowell, Merrimack, Methuen, Newbury, Newburyport, North Andover, Rings Island, Rowley, Salisbury, Tewksbury, Tyngsboro, West Andover, West Newbury, and Westford, Massachusetts, and the towns of Pelham and Salem, New Hampshire.

## NEWTON

### Local 275

Bedford, Concord, Dover, Lincoln, Natick, Needham, Newton, Sudbury, Waltham, Watertown, Wayland, Wellesley, Weston, and vicinity.

## NORWOOD

### Local 535

Attleboro, Canton, Foxboro, Norfolk, North Attleboro, Norwood, Plainville, Sharon, Walpole, Wrentham, Westwood and vicinity, the village of Sheldonville, Bellingham, Franklin, Garyville, Hopedale, Medfield, Medway, Mendon, Midland, Milford, Millis, Upton, West Medway, West Upton and Woodside.

## WORCESTER

### Local 107

Ashburnham, Ashby, Athol, Auburn, Ayer, Baldwinville, Barre, Blackstone, Boylston, Brookfield, Charlton, Cherry Valley, Coldbrook, Dodge, Douglas, Dudley, East Blackstone, East Brookfield, East Douglas, East Gardner, East Templeton, Erving, Fitchburg, entire boundaries of Fort Devens, Franumsville, Fisherville, Fiskdale, Gardner, Grafton, Groton, Harvard, Holden, Hubbardston, Leominster, Jefferson, Leicester, Lancaster, Loring, Lunenburg, Manchaug, Millbury, Millville, New Braintree, Northbridge, North Brookfield, North Grafton, North Leomister, North Orange, North Oxford, North Uxbridge, Oakham, Orange, Otter River, Oxford, Paxton, Pepperell, Petersham, Philipston, Princeton, Quinapoxet, Rochedale, Royalston, Rutland, Sauderville, Shirley, Shirley Center, entire boundaries of Shirley Industrial School, Shrewsbury, South Ashburnham, South Barre, South Lancaster, South Royalton, Southbridge, Spencer, Sterling, Sturbridge, Sutton, Templeton, Thayer, Townsend, Uxbridge, Warwick, Waterville, Webster, West Auburn, West Boylston, West Groton, West Millbury, West Rutland, West Townsend, Westminister, Whitinsville, Wilkinsonville, Winchendon, Winchendon Springs, and Worcester, Massachusetts; Greenville, New Ipswich, Rindge, East Rindge and West Rindge, New Hampshire.

## ARTICLE 5

## **Mobility of Manpower**

Employers shall be restricted in their employment of Carpenters to those carpenters who normally work in the geographic jurisdiction area of the local union where the project is located.

Notwithstanding any language to the contrary in any area collective bargaining agreement for work in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, the Employer shall have the right to employ any carpenter who normally works within any of the six New England states pursuant to the following conditions:

The carpenter employee has worked a minimum of three (3) weeks for the employer in the previous five (5) months.

If the Employer fails to notify a local union prior to commencing work on a project in that local's geographical jurisdiction, the Employer shall lose the mobility of manpower privileges for the duration of the project for the first violation and for 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. This penalty may be appealed to the E.S.T. of NERCC.

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

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

## **ARTICLE 6**

### **Regular Shift, Daily, and Weekly Hours, Shift Work**

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. Notwithstanding the above, the Employer may, upon notification to NERCC Council Representative, work four (4) ten- (10-) hour days, Monday through Thursday at straight time, provided that a fifth day, if worked, shall be at least eight (8) hours long. Hours in excess of forty (40)

for the week shall be paid for at time and one-half (1 ½) the basic wage rate. In the event there is lost time during the four- (4- day work week for any reason beyond the Employer's control, including inclement weather or equipment breakdowns, then Friday may be worked as a make-up day at straight time.

Section 2. Forty (40) hours, as herein specified, shall constitute a regular workweek.

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- (24-) 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 workday's pay.
- c. Seven and one-half (7 ½) 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 workday. 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 workdays.
- 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 and benefits, for seven (7) hours' work. Normal overtime rules shall apply to this section.
- 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 public projects, where the awarding authority requires the contractor to work hours other than the regular work hours set forth in this agreement, employees may be assigned to work these hours at eight (8) hours' straight time. Normal overtime rules shall apply to this section.

## **ARTICLE 7**

### **Holidays**

Section 1. The legal holidays to be observed are New Year's Day, Presidents Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas.

Section 2. The Holidays named in Section 1 shall be observed on the day designated by the Legislature of the Commonwealth of Massachusetts.

Section 3. Any holiday that falls on Sunday shall be observed on the Monday following thereafter.

Section 4. 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 5. 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 Council Representative or a majority of the carpenters on the job site indicate that they prefer not to work on any one of the days in this section.

Section 6. Where an employee observes Martin Luther King Day as an unpaid holiday, he/she shall not be discriminated against.

## **ARTICLE 8**

### **Total Wages, Overtime and Other Payment Provisions**

#### **Section 1. Wages**

A. The rate of wages per hour for all journeymen carpenters covered by this Agreement working within the territorial jurisdiction of this Agreement as outlined in Article 4, including those journeymen carpenters performing renovation, rehabilitation, or alteration on existing wood-frame buildings, shall be as outlined in attached Schedule A.

The Counties of Duke and Nantucket's wage and benefit rate will be equal to the Boston Area.

#### **RESIDENTIAL WOOD FRAME RATES**

1. Wages and Benefits for the new wood-frame work described in Article 1 will be as set forth in the Local 723 Agreement, except that for interior and concrete work performed in Zone 2, the

benefits shall be paid at the Eastern Area rates set forth in this Agreement. For the purposes of this Article (“Total Wages, Overtime, and Other Payment Provisions”) in Boston, Brookline, Cambridge, Dedham, Malden, Medford, Somerville, and the Islands of Boston Harbor (“Zone 1”), new wood-frame construction is defined to include wood-framing, siding, roofing and exterior trim work in connection with new construction of all residential units excluding dormitories, and any other university or college housing. The woodframe construction covered by this agreement shall be limited to new woodframe construction that is permitted under the State Building Code and all carpentry work on energy efficient retrofit projects on existing residential structures funded by the American Recovery and Reinvestment Act of 2009.

2. For the purposes of this Article, in Zone 2, which shall consist of all cities and towns covered by this Agreement outside of Zone 1, new wood-frame construction is defined to include all aspects of carpenter work, on new wood-frame construction without regard to whether it is for residential use, and all carpentry work on energy efficient retrofit projects on existing residential structures funded by the American Recovery and Reinvestment Act of 2009.

3. All work not covered by Sections 1 & 2 above shall be compensated at the commercial wage and benefit rate of the area where the work is performed.

### **Prevailing Rate Jobs - Wage Carry Over**

On prevailing wage rate jobs, where there is a scheduled contractual wage increase which has not been included in the prevailing wage rates provided to all bidders, the Employer shall be permitted to work at the posted wage rate for a period, not to exceed twelve months from the date the project is started provided, however, that the Employer shall be required, regardless of the posted rate, to pay the contractual rate for all fringe benefits.

#### **B. MCAP Contribution**

Any Employer who does not pay the MCAP contribution must pay that amount as an additional payment to the local Carpenters Apprenticeship and Training Program.

#### **C. Definitions (see Schedule A)**

H	- Health Benefits Fund - See Articles 10
P	- Pension Fund - See Articles 10
A	- Annuity Fund - See Articles 10
BATF	- Boston Carpenters Apprenticeship and Training Fund See Article 11
EATF	- Eastern MA Carpenters Apprenticeship and Training Fund See Article 11
CLMP	- New England Carpenters Labor Management Program - See Article 12
MCAP	- Massachusetts Construction Advancement Program - See Article 13
NECTP	- New England Carpenters Training Program – See Article 14
CITF	- Carpenters International Training Fund – See Article 10
NLMP	- National Labor Management Program
ASSMNT	- Working Dues deduction from net wages after taxes - See Article 9
VAC	- Vacation Fund deduction from net wages after taxes – See Article 10

#### D. Special Conditions

It is mutually agreed that each Chairman will form a committee of Union and Employer representatives to meet within sixty (60) days to discuss ways to mutually explore lower rates and/or special conditions to compete on certain work in each Local Union or District Council. The Union agrees that it shall discuss with the Employer means and methods, including productivity programs which will permit the Employer to be more competitive, thereby creating more work opportunities for Union members.

#### E. Allocation to Fringes

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

#### F. Floor Covering, Millwright, Pile Driver/ Dock Builder/ Tender/ Diver, Wood Framer Rates and Conditions

The wage rates, terms, and conditions of the Locals 56, 723, 1121, and 2168 agreements shall apply to signatories of this Agreement when performing work that is covered by these agreements.

All grievances arising under these agreements shall be processed under Article 26 of this Agreement.

#### G. Heavy & Highway Work (only)

In the event there is lost time during the regular workweek due to inclement weather, then Saturday may, at the option of the Employer, with the approval of the Business Representative, be worked as a make-up day at straight time. Approval of the Business Representative will not be unreasonably withheld. Any time worked on Saturday, which is in excess of forty (40) hours for the week, shall be paid at the overtime rate of one and one-half (1 1/2) times the basic wage rate. Make-up time for Saturday will be at least eight (8) hours in duration and shall not be mandatory. If any other person or trade on the project receives premium time for that Saturday, then all carpenter employees on that job shall receive premium pay. First preference for Saturday make-up shall be given to carpenter employees on the jobsite. If and when all of the Basic Building Trades Unions agree that this provision applies to work other than heavy and highway work, the parties to this agreement will implement this provision with respect to that work.

### Section 2. Overtime

#### A. Work Outside the Regular Workday

Work performed on all construction outside the agreed-upon regular workday or shift hours, Monday through Friday, shall be paid for at the overtime rate of time and one-half (1 1/2) the basic wage rate for the first four (4) hours of overtime worked each day. Overtime, beyond four (4) hours, Monday

through Friday, shall be paid at double the basic wage rate. Saturdays shall be paid for at the overtime rate of time and one-half (1 ½) the basic wage rate for the first ten (10) hours worked. All work on Saturday beyond ten (10) hours shall be paid at double the basic wage rate. Sundays and Holidays specified in this agreement shall be paid for at the overtime rate of double the basic wage rate. All work on Saturday, Sunday and Holidays shall be for eight hours duration unless the employees are notified on the day prior to the commencement of the work.

B. Lunch Period

An employee who works on a concrete placement during the regularly scheduled lunch period shall not be paid overtime for that period provided said employee is 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 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.

C. Notification of Overtime

The Employer shall notify the Union as soon as the Employer is aware of the need for overtime when any overtime, as defined by this Agreement, is to be worked on the job.

D. Equal Distribution of Overtime

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. On “residential renovations” work, the Employer shall pay 90 percent of the Boston wage rate and 100 percent of the Eastern Area benefit contributions as provided for in this Agreement. All other terms and conditions set forth in this Agreement shall apply to such work. “Residential renovations” shall be limited to carpentry work performed in the renovation of a residential unit in Massachusetts, where the work to be performed is on no more than three residential units in a building.

Section 4. Shop and millwork, exclusive of regular milling, shall be paid for at the basic and overtime rates as specified in this Agreement for regular carpentry.

Section 5. Carpenters are to be paid weekly, and in no case shall more than three (3) days' pay be withheld. Carpenters are to be paid on the job during working hours. Payment may be made by company payroll check not later than Thursday except that payment is to be made no later than Wednesday when a holiday falls on Friday.

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. In the event that any wage check is not honored by the bank on which it is drawn for reason of insufficient funds, there shall be a penalty of one

day's pay for each check drawn. Any charges incurred by the employee because of a bad check will be reimbursed by the employer.

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

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

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

Carpenters shall not be required to fill out or sign any forms, whether before or after being hired, except those required by Federal and State law, with the exception of acknowledging the receipt of copies of company policies regarding sexual harassment and/or safety. On the first day of employment, carpenters shall furnish the documentation required by federal law or regulation for I-9 and W-4 forms and their OSHA 10 certification.

Section 6. 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 with benefits.

Section 7. Carpenters who voluntarily quit are to be paid not later than the first regular payroll day following.

Section 8. 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 9** **Dues Assessment**

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

Section 2. The union shall indemnify and hold harmless the Employer from any claims arising under this Article including the furnishing of Counsel to defend against any such action.

Section 3. Any Employer who fails to send the payment and the reports due under the Dues Deduction system as provided in this Article shall be considered in violation of this Agreement and subject to the penalties outlined in Article 15.

Section 4. All employers shall pay fringe benefits payments outlined in this agreement for all hours worked.

## **ARTICLE 10** **Fringe Benefit Fund and Other Payment Provisions**

Section 1. 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:

New England Carpenters Health Benefits Fund (H)  
New England Carpenters Pension Fund (P)  
New England Carpenters Guaranteed Annuity Fund (A)  
Boston Carpenters Apprenticeship and Training Fund (BATF)  
Eastern Massachusetts Carpenters Apprenticeship and Training Fund (EATF)  
New England Carpenter Training Program (NECTP)  
New England Carpenters Labor Management Program (CLMP)  
Carpenters International Training Fund (CITF)  
New England Carpenters Vacation Fund (VAC)  
National Labor Management Program (NLMP)

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

Massachusetts Construction Advancement Program (MCAP)  
Working Dues Deduction (ASSMNT)

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

Section 3. Stamp System - Each Employer shall make all Fund contributions and working dues deductions utilizing either the stamp system or the electronic benefit program. The benefit programs to be utilized by each Employer will provide for the purchase of stamps or fringe benefit receipts in varying denominations by Employers, to be tendered to employees with their payroll checks, for each hour worked representing monies due to the Funds and dues deductions as provided for in Article 8.1. Upon completion of the ESS (Employer Self Service), on or before July 1, 2010, all Employers will be required to remit all benefit contributions to the funds using the new "Point, Click, Remit Program". The payment of contributions and dues deductions shall not relieve the Employer of the obligation of filing monthly remittance reports except for an employer that is participating in the electronic benefit program where remittance reports are not required.

The parties have established a non-profit agency, the New England Carpenters Central Collection Agency, (NECCCA) whose purpose shall be to perform the collection, auditing and related activities for the Funds. The agency shall be directed equally by Union and Employer designees.

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 six (6) 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 which event, the expense of audit may, under rules and regulations adopted by the Trustees of each Fund, be charged against the Employer. If the expense of audit charged against the Employer is not paid by the Employer within ten days after written notice from the Funds or their authorized representatives, the Funds may take any action, including, but not limited to court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and an administration fee at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection of such audit expense, interest and administration fee. 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 26 at the request of either party, provided that the arbitrator shall not be permitted to increase the cost to the employer.

Section 9. If the Employer so elects superintendents, estimators, or any member of

management participating in the New England Carpenters Benefit Funds described in this Agreement shall be guaranteed a minimum of 160 hours per month of benefits, subject to the rules of the Funds.

Once an employee has been classified in writing by the Employer as a covered superintendent, or once the Employer has commenced making contributions to the New England Carpenters Central Collection Agency (NECCCA) on behalf of such employee, the obligation to contribute to the NECCCA shall exist and remain in effect, unless revoked in writing by the Employer. Once an employee's coverage is revoked, contributions cannot be resumed on behalf of that employee unless the employee returns to covered employment.

## **ARTICLE 11** **Apprentices**

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 Committees.

Section 2. Each Employer shall employ a ratio of at least 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 minimum rate of wages, and working dues deduction for all apprentices shall be as follows:

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%

Pension contributions shall not be made by the employer for the first-year apprentices.

The Annuity Fund contribution for first-year apprentices shall be \$.25. However, for apprentices indentured after August 31, 2005, Annuity contribution shall be paid at these percentages:

First year	-	20% of contractual rate
Second year	-	40% of contractual rate
Third year	-	60% of contractual rate
Fourth year	-	80% of contractual rate

These payments must be made to the NECCCA by electronic stamps. If the electronic stamps are not used, the Employer shall pay the 100% Annuity Fund contribution set forth in this Agreement.

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 employees shall be granted advanced standing in the Apprenticeship Program on the basis of their demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which they are assigned.

#### Section 7. Laid-off Apprentices Eligible for Unemployment Insurance

Contractors who employ apprentices during times when the apprentices must attend school for mandatory apprentice-training sessions shall lay off the apprentices for the period of the training sessions, and they shall report the layoffs as having been taken under the terms of a collective bargaining agreement to attend apprentice training school.

### ARTICLE 12 The New England Carpenters Labor Management Program

Section 1. Purpose – The New England Carpenters Labor Management Program, formerly known as the Metropolitan Boston Carpenters Promotional and Educational 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; to promote the general welfare of employers and their employees in the construction industry; to seek and improve harmonious relationships between labor and management in the construction industry; to demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost-efficient construction projects; to establish and to 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 to 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 – Labor Relations Division of the Associated General Contractors of Massachusetts; Building Trades Employers' Association of Boston and Eastern Massachusetts; and Labor Relations Division of the Construction Industries of Massachusetts; Labor Relations Division, 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.; The Foundation

and Marine Contractors Association of New England, Inc.; Labor Relations Division of The Associated General Contractors of Rhode Island, Inc; and signatory contractors of Northern 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 New England Carpenters Labor Management Program, the Employer shall be required to make contributions in that amount as an additional payment to the Local Joint Apprentice and Training Fund where the work is performed.

### **ARTICLE 13** **Massachusetts Construction Advancement Program**

Section 1. 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 2. 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 3. 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.

### **ARTICLE 14** **New England Carpenters Training Program**

The New England Carpenters Training Program was established to provide facilities in the Commonwealth of Massachusetts for the training of carpenters. The training plans for newly entering apprentices and other apprentices, as well as the specialty training courses to current journeymen for upgrading skills will be established and supervised by the Trustees of the New England Carpenters Training Program.

### **ARTICLE 15** **Delinquent Payments**

Section 1. Subcontractor Delinquency

Upon written notification from a NERCC Council Representative or the NECCCA that a subcontractor is delinquent in the payment of wages or benefits to the Funds provided for in this Agreement, the general contractor shall assist the Union in collecting those wages and benefit contributions for that specific job to the extent that subcontractor funds are available and in hand.

At the pre-job conference or any 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 the payment of wages or benefits to the Funds provided for in this Agreement.

The general contractor shall pay subcontractors who are delinquent in the benefit payments on their jobs, by issuing a two-party check to the subcontractor and the NECCCA for any delinquent subcontractor upon request for this procedure from the Union or the NECCCA. The general contractor shall pay any new subcontractors who have no history with the NECCCA by issuing a two-party check to the subcontractor and the NECCCA for any such new subcontractor upon request for this procedure from the Union or the NECCCA provided that funds are available.

**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 has a history of being delinquent in making its employee benefit contributions, the Union may invoke its right to strike and it's right to terminate this Agreement upon seventy two (72) hours' written notice by certified or registered mail notice.**

**ARTICLE 16  
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/she shall not be discriminated against or discharged for the performance of his/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 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 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, including all overtime. Said steward shall be the only steward on the project and be a working steward. The steward shall be notified twenty-four (24) hours before he/she is to be laid-off, except when he/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 Council Representative, at his/her discretion, may require the steward to work a maximum of two (2) hours, or he/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, the NERCC Council Representative will replace him or her.

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. Employers or their representatives shall inform the stewards of all new carpenters on the project on a daily basis.

## **ARTICLE 17** **Foremen**

Section 1. Subject to the provisions of Article 3 of this Agreement, foremen of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America, and be competent to properly handle the men/women and work and shall receive a minimum of three dollars (\$3.00) more per hour than the basic wage rate for journeymen carpenters.

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

Section 2. Where a foreman has eight (8) or more men/women under his supervision, he/she shall not be permitted to use the tools except during layout.

## **ARTICLE 18** **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, power-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, dulled on the job and belonging to the carpenters, 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. In the event of loss of tools, the Employer shall be responsible for the actual fair replacement value of the tools and/or personal property so lost but not more than the sum of \$750 for each carpenter, if the work is at the rough stage, and not more than \$750 for each carpenter if the work is at the finish stage. Upon request, the carpenter shall provide an inventory of tools.

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

- a. All apprentices and journeymen performing work under this Agreement will complete the OSHA 10-hour certification course for Construction.
- b. All foremen and stewards performing work under this Agreement will complete the OSHA-30 hour certification course in Construction. The Employer has exclusive responsibility for ensuring that the foreman has the OSHA-30 certification and the Union has exclusive responsibility for ensuring that the steward has the OSHA-30 certification, and this provision is not subject to the grievance procedure.
- c. There will be mandatory Scaffold Erection training for all journeymen carpenters referred for scaffold erecting. This training will be of such a nature to train this individual as a qualified person for scaffold erection as defined under Subpart L, 1926.29 CFR.

Section 8. The Employer and employee shall abide by the federal Williams-Steiger Occupational Safety & Health Act as it applies to building construction. Employees will abide by the Employer's safety policies that are more stringent than OSHA on items covered by OSHA.

Section 9. 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 10. It shall be the responsibility of the Employer to be certain that any carpenter in its employ who is to use any power-actuated tools such as "Ramset," "Stud Driver," etc., shall have a permit for the use of such tools as prescribed by the Massachusetts Department of Labor and Industries. (Industrial Bulletin No. 22).

## **ARTICLE 19**

### **Drug and Alcohol Testing Policy (CAP)**

The parties agree that the Carpenters Assistance Program Inc., (CAP) has been formed by the New England Carpenters Health Benefits Fund in order to make certain that a drug- and alcohol-free

environment exists on all jobsites. For that reason, contractors are permitted to refer to CAP any carpenter whom the contractor suspects have been working on the jobsite under the influence of alcohol or drugs. All rules and regulations with respect to the treatment, counseling or screening of carpenters who are suspected to be subject to a substance abuse problem shall be the sole and exclusive responsibility of the New England Carpenters Health Benefits Fund and the Board of Directors of CAP. The Employers and the Union agree that an employer may implement a substance abuse testing program, provided that the program is consistent with the program adopted under the Massachusetts General Hospital Project Labor Agreement, effective May 14, 2008. However, the program shall include a 10-panel test instead of the 5-panel test utilized in the MGH program. Any amendments to the MGH program must be independently approved by the parties to this agreement in order to be binding on the parties to this agreement.

## **ARTICLE 20** **Conditions of Employment**

Section 1. Employment Guarantee - A carpenter, who reports to work on the first or 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 and unless he/she has been laid off for absenteeism.

On any day, other than the first or last day, when a carpenter is scheduled to work and reports to work is available and appears competent and is willing to work at the beginning of the shift, without having been notified not to report, on the day prior to commencement of the work, he or she shall be entitled to employment or pay for at least two (2) hours, unless he or she quits within the two (2) hour period. If the carpenter works any time beyond, or is requested to remain on the job beyond the first two (2) hours, 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. If the carpenter works any time beyond, or is requested to remain on the job beyond, the first four (4) hours he or she shall be entitled to employment or pay for at least eight (8) hours, unless he or she quits within the eight (8) hour period.

The aim of this is not to pay the carpenter for work not performed, but to provide at least two (2) hours of work every day the carpenter shows up for work. The key words are available (he or she must be on the job), competent (he or she must be able to perform the work available, i.e., dry wall, finish carpentry, etc.) and willing (he or she must do the job requested), and if asked to work in the rain, he or she must be provided with rain gear by the Employer, as provided elsewhere in the Agreement. If the carpenter does not meet all three (3) requirements, he or she is not entitled to pay.

Section 2. Carpenters, requested to work in foul weather or where water conditions exist, shall be furnished foul weather clothing, including boots of the pullover 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 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 at his or her normal straight time rate of pay unless a longer period of time has been previously agreed to by his or her Employer.

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

Section 7. The Employer shall comply with the provisions of Massachusetts General Laws, Chapter 149, Section 106, and OSHA Reg. 1926.51 with particular reference to drinking water and toilets. Said toilets shall be heated during inclement weather.

Section 8. A coffee break not to exceed ten (10) minutes, shall be allowed each morning and each afternoon and the relative period of any extra shift or overtime granted in order that one member of the Union from each crew shall be allowed to get the refreshments in properly covered containers and the carpenters shall not leave their place of work. The break shall start when the refreshments are brought to the place of work.

Section 9. 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 10. The steward shall blow the whistle for starting time and stopping time as agreed with the NERCC Council Representative. A minimum of five (5) minutes pick-up time will be allowed.

Section 11. Carpenters working on creosoted work or metal-panel forms with preservative chemicals which are injurious to the skin shall be allowed an additional five (5) minutes before noon and before quitting time for cleanup and pickup.

Section 12. 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 13. There will be no limit or quotas on production by carpenters nor restrictions on the full use of tools, equipment, or other laborsaving devices, and no restrictions on the efficient use of manpower, provided the above comply with OSHA.

## **ARTICLE 21** **Special Conditions**

Section 1. Any carpenter who is sent to work outside his or her territorial jurisdictional area as outlined in Article 4 of this Agreement shall be paid for travel expense at the amount equivalent to the straight-time rate for the time spent traveling, but not to exceed eight (8) hours in any one twenty-four (24-) hour period, and for his or her transportation and subsistence expenses.

Section 2. Carpenters who are sent to work outside of their territorial jurisdictional area as outlined in Article 4 of this Agreement and who require board and room accommodations, therefore, shall have expenses paid for by the Employer. Employees who are sent to work in Dukes County and Nantucket County shall receive room, board, and a travel allowance.

Section 3. Any elevators, which are being used for personnel, shall be made available for the use of the carpenter employees.

Section 4. Carpenters who are sent to work on any of the Islands of Boston Harbor where the only means of transportation is by boat shall be paid as travel expense an amount equivalent to two (2) hours' pay each day, at the regular rate, except where the Employer elects to transport the carpenters to and from the mainland within the hours of the shift, as defined in this Agreement, in which case carpenters shall not be entitled to the additional two (2) hours' compensation daily, but shall receive a full shift's pay.

Section 5. Carpenters who leave the dock in Boston to go to work on the islands in Boston Harbor, but who are unable to work through no fault of their own, shall be paid travel expense at an amount equivalent to the regular rate for the time that has elapsed until they are brought back to the same dock, or its equivalent place, as means of reaching the mainland, and from which place they shall be able to reach their home as usual. However, a minimum of four (4) hours' pay, which includes travel expense, shall be paid to the carpenters on such occasions.

## **ARTICLE 22** **Discharge**

Section 1. Carpenters who are laid off or discharged must be notified one (1) hour prior to severance in order that they may properly prepare to leave or be given one (1) hour's straight time additional pay in lieu of proper notice.

Section 2. When laid-off or discharged, the carpenter must be paid in full, including all fringe benefit stamps or electronic receipts, if available; furnished a discharge slip as provided in Regulation 30-2 (11) of Massachusetts Division of Employment Security on Form 590, or as otherwise authorized; and given a true copy of the Employer's full company name and its proper address for his or her personal records and use (unemployment claims).

## **ARTICLE 23**

### **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 24**

### **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 the following:

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 26 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 25**

### **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 26**

### **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. For Association employers, 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 who 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 association members must exercise this option within seven (7) days of the grievance. The board shall meet to consider and act on the matter within three (3) days, and the decision of the board shall be final and binding on both parties. The board shall make its decision within seventy-two (72) hours. In the event of the failure of the board to arrive at a solution, the case shall be referred to one of the following two arbitrators; Mark Irvings and Larry Katz in 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 27** **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 renegotiate such parts or portions affected. The remaining parts or provisions shall remain in full force and effect.

## **ARTICLE 28** **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 29** **Applicability of Agreement**

Section 1. All work in Connecticut, Maine, New Hampshire, Rhode Island, Vermont and Western Massachusetts 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.

Section 2. The Union recognizes the threat of non-union competition and will do all possible to promote Union construction, including holding pre-bid and/or pre-job conferences on an individual job basis to mutually agree on ways to enable the Union Employers to be more competitive with non-union Employers. The parties recognize the threat of unfair competition in certain areas and types of work

from contractors who do not conform to the standards provided in this collective bargaining agreement. In order to address that problem, the Employer may request relief from certain provisions of this collective bargaining agreement. The Employer shall contact the Executive Secretary-Treasurer (EST) of the Council or his designee to discuss the relief being requested. If an agreement on relief is granted, it will be reduced to writing, and reasonable efforts will be made to advise other signatory contractors who are bidding on the project of the relief. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure. Relief granted under this section shall not constitute a violation of the favored nations provisions of Section 5 of this Article.

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

Section 3. 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 4. Remedy - All alleged violations of Section 3 of this Article will be processed under the Grievance and Arbitration Procedure, Article 26, of this Agreement. Any awards issued shall include payment of wages and benefits for those employees who lost work opportunities.

Section 5. Most Favored Nations Clause - The Union agrees that in the event it grants more favorable terms or conditions, other than those contained in this agreement, to any employer or association, the Union will extend those same terms and conditions to the parties to this agreement. The Union further agrees that it will not enter into any project labor agreements or side letter agreements that contain more favorable terms than those contained in this agreement without offering those same terms to the parties to this Agreement. If any project labor agreement or agreement to grant relief on a particular project contains more favorable terms, the offering of those terms to other contractors will be limited to that particular project.

## **ARTICLE 30** **Construction Manager**

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

and/or coordinate the construction contracts or construction work and that does not select subcontractors. The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or work or selects subcontractors.

### **ARTICLE 31** **Expiration Provision**

This agreement will expire on August 31, 2012 except that if neither party to this Agreement gives notice in writing to the other party on or before July 1, 2012 that it desires a change after August 31, 2012, then this Agreement will continue in effect until August 31, 2013 and so on each year thereafter unless on or before July 1 of each year thereafter, a notice is given by either party.

LABOR RELATIONS DIVISION OF THE  
ASSOCIATED GENERAL CONTRACTORS  
OF MASSACHUSETTS, INC.

---

Thomas H. O'Connor, Jr., Chairman

BUILDING TRADES EMPLOYERS'  
ASSOCIATION OF BOSTON  
AND EASTERN MASS., INC.

---

Thomas J. Gunning, Executive Director

LABOR RELATIONS DIVISION OF  
THE CONSTRUCTION INDUSTRIES  
OF MASSACHUSETTS

---

John D. O'Reilly, III

NEW ENGLAND REGIONAL  
COUNCIL OF CARPENTERS

---

Mark Erlich Executive Sec.-Treasurer

---

Louis Catanzaro

---

Gary DeCosta

---

Jack Donahue

---

John Estano

---

Nick DiGiovanni

---

John Murphy

---

Rich Scaramozza

---

Joe Power

---

Tom Puglia

---

John Cahill

---

Steve Tewksbury

---

Jim Turner

---

Joe Gangi

---

Paul Hughes

---

Rich Pedi

---

Rich Dean

---

Rick Braccia

---

Charlie Ryan

---

Joe Broderick

---

Ron Rheaume

## SCHEDULE A

### **Boston**

<u>Date</u>	<u>TOTAL</u>	=	<u>WAGES</u>	<u>H</u>	<u>P</u>	<u>A</u>	<u>BATF</u>	<u>NECTP</u>	<u>CLMP</u>	<u>MCAP</u>	<u>CITF</u>	<u>NLMP</u>	<u>VAC</u>	<u>ASSMNT</u>
9/1/09	\$60.23	=	\$36.99	\$7.33	\$6.76	\$7.85	\$0.50	\$0.30	\$0.37	\$0.05	\$0.06	\$0.02	\$1.37	\$1.51
3/1/10	\$61.10	=	( + \$0.87 TO BE ALLOCATED)											
9/1/10	\$61.98	=	( + \$0.88 TO BE ALLOCATED)											
3/1/11	\$62.85	=	( + \$0.87 TO BE ALLOCATED)											
9/1/11	\$63.98	=	( + \$1.13 TO BE ALLOCATED)											
3/1/12	\$65.10	=	( + \$1.12 TO BE ALLOCATED)											

### **Eastern MA**

<u>Date</u>	<u>TOTAL</u>	=	<u>WAGES</u>	<u>H</u>	<u>P</u>	<u>A</u>	<u>EATF</u>	<u>NECTP</u>	<u>CLMP</u>	<u>MCAP</u>	<u>CITF</u>	<u>NLMP</u>	<u>VAC</u>	<u>ASSMNT</u>
9/1/09	\$54.54	=	\$31.69	\$7.33	\$6.76	\$7.85	\$0.15	\$0.25	\$0.38	\$0.05	\$0.06	\$0.02	\$0.39	\$1.36
3/1/10	\$55.41	=	( + \$0.87 TO BE ALLOCATED)											
9/1/10	\$56.29	=	( + \$0.88 TO BE ALLOCATED)											
3/1/11	\$57.16	=	( + \$0.87 TO BE ALLOCATED)											
9/1/11	\$58.29	=	( + \$1.13 TO BE ALLOCATED)											
3/1/12	\$59.41	=	( + \$1.12 TO BE ALLOCATED)											

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