

AGREEMENT

Between

**The New England Regional Council of Carpenters
and
Carpenters Local Union 336**

of the

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

and

**Labor Relations Division
of the
Associated General Contractors of Massachusetts,
Inc**

Effective: March 1, 2019

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AGREEMENT

AGREEMENT as entered into this 1st day of March, 2019, by and between the New England Regional Council of Carpenters and Local 336 of the New England Council of Carpenters of Springfield, Massachusetts (who are affiliated with the United Brotherhood of Carpenters and Joiners of America), hereinafter called the UNION, a labor organization which is the Agent of the Carpenter Employees of the Employers covered by this Agreement, and the Labor Relations Division of the Associated General Contractors of Massachusetts, hereinafter called the ASSOCIATION, which is the Agent of its Employer Members, who have authorized the Association to negotiate and to execute this Agreement, and those Employers of Carpenters who have become members and so authorize the Association as their representative, each of which is hereinafter called the Employer. Prior to negotiations, a current list of members of the Association who have so authorized will be furnished the Union. The Association shall provide the Union with additions to the list during the term of this Agreement. The Union may reject to any such addition. In consideration of mutual promises contained herein, it is agreed that the provisions contained herein shall apply in the same manner in any agreement that may be signed by and between the Employer and the Union within the classification and the control of 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 Employer recognizes the Union's right to claim the trade autonomy of the United Brotherhood of Carpenters and Joiners of America consisting of milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal fiber, cork, and composition, and all other substitute materials. The handling, erecting, installing, dismantling of machinery and equipment, and the manufacturing of all materials where the skill, knowledge, and training of the Carpenter or Joiner are required, either through the operation of machine or hand tools, either at the job site or in production of shops and factories.

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,

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Acoustic and Dry Wall Applicators, Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Furniture Workers, Shingle Weavers, Box Makers, Railroad Carpenters and Car Builders and Lathers, Dock Builders, Piledrivers, Bridge, Dock and Wharf Carpenters, Divers, Slurry Divers, Underpinners and Underwater Welders, and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling, or manufacturing of products used in the trade or engaged as helpers to any of the above divisions or sub-divisions, and the 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 and Joiners of America as described in the Constitution and Laws of the United Brotherhood of Carpenters & Joiners of America with respect to all aspects of carpenter work involved in the building and construction of new wood-frame construction. This definition shall also cover the receiving, fastening, and putting in place of all modular residential units when used in construction, as described above, regardless of the material utilized to construct modular units, including, but not limited to wood, masonry, metal or plastic.

Words and Phrases Defined

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

The term "**Carpenter**" and the term "**Joiner**" are synonymous, and in either case, shall mean one who pre-fabs or constructs forms for footings or foundations of houses, buildings, and structures of all descriptions whether made of wood, metal, plastic or any other type of material. The setting of all forms, sonotubes, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making, setting, and stripping of all forms used in concrete work, including jacking of slip forms. Stripping and dismantling of all forms; setting of forms for sidewalks, sidewalk lights curb and gutters. The fabrication, erecting and dismantling of all falsework, including shoring. 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 operation of winches, jacks, (scissors or man lifts) aerial lifts whether operated manually or mechanically by portable operating devices, incidental to carpentry work, used to handle materials to be installed, erected, (or dismantled) by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade. The fabrication and/or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts is included.

All framing in connection with the setting of metal columns.

The building, erecting and dismantling of all scaffolding and staging for all trades, that is over 14 feet in height from the ground up; the building and constructing of all derricks; the making of

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mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings; building and repairing coal pockets, breakers, washers, tipples; and all welding and burning incidental to carpentry.

The handling of lumber, fixtures, trim and other material erected by Carpenters.

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.

Erection of all wood, metal, plastic, and composition partitions; cutting and applying of all furring, roof blocking, 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; cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers; framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings.

The installation of all blocking made of wood, metal, plastic or composition materials; 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; 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.

The erecting, constructing, installing and completing of all light iron construction, furring; making and erecting of brackets clips and hangers; all carrying bars, perlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, naillock, screwlock, pomery, T-Bar, H-Bar, Z-Bar, metal splines 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 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 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 iron furring erected to receive lath and plastic acoustical materials; 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, installing wood, metal and plastic corner beads; arches erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material.

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 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 iron and metal furring which receive lath and plastic or acoustical materials;

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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 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.

Fire stopping/smoke sealing of all penetrations, joints, gaps, and opening in fire rated construction, whether with sealants, mechanical devices, dry-mix components, tapes, pillows, and regardless of backing material used. The term fire stopping/smoke sealing shall mean 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, gases, 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 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 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 application of acoustic tile whether glued or nailed; acoustical suspended ceilings 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; putting on of all hardware; putting up interior and exterior trim or finish of wood, mouldings, chair rails, mantels, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, lockers, wardrobes and installation of bowling alleys.

Fitting, installation and fastening of stops, beads and moulding in doors and windows; the installation of all mouldings made of wood, metal, plastic or composition, setting and hanging of all sash, doors, inside and outside blinds, windows and other frames.

Building and erecting stairs, store, office, bank, and other fixtures. 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 boards, projection screens, meter boards and boards of all types; shelving, racks whether of wood or other material; making and fitting of screens; putting on weather strips and caulking.

The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal, or plastics or composition materials; the installation of all bathroom accessories.

The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings. The installation of backstops, divider curtains, and wall pads.

Any and all carpentry work involved with clean rooms.

All floor construction; the laying and finishing of all floors including wood, cork, asphalt

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linoleum, vinyl, rubber, or any other type of resilient floor covering. The installation of rugs, carpets, draperies and curtains.

Erection or application of all roofing 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. The erection of porcelain enameled panels, and metal siding. The installation of wood, plastic, or metal awnings, door shelters, marquees and jalousies and the erection, dismantling and reinstallation of all wood fences that requires cutting, fitting or fastening.

The manufacturing and erecting of cooling towers and tanks.

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

The term "**Floorlayers, Wood, Resilient and Finishers**" shall cover the installations of all accessories related to the laying, scraping and sanding either by hand or machine, all wood, parquet, and special designs of wood, wood block, wood composition, metal, tile, cork, asphalt, mastic, plastic, rubber, vinyl, linoleum,

boltawall or similar material, whether nailed or applied with adhesives, fitting, sewing and laying of all carpet material; when applied to floors, stairs, walls, ceilings or fixtures; this includes the preparation of concrete, wood, plastic and other surfaces to receive any of the above-mentioned material.

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

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

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

The term "**Railroad Carpenter**" shall mean the carpenter work, joining or any of its

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subdivisions when said journeymen are employed direct by railroad operations in maintaining and repairing property of the railroad along the lines of the railroad property, but will not apply to office and other buildings or corporation situated away from the operating line of the road.

The term "**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 camps, mills, plants and manufacturing relating to the lumber industry.

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

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

The term "**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.

Work Description

The Employer recognizes the right of the Union to claim the following assignments for employees covered by this Agreement.

Contractor's Tools

The distribution and collection of electrical cords, power saws, drills and other tools owned by the contractor and used by any trade shall be assigned at the discretion of the contractor. Assignment will be based upon individual job expediency.

Spotting and Aligning

All spotting and aligning of all lines and grades that govern any work to be performed by carpenters.

Erection of Concrete Forms

1. Handling at the job site mill, including restocking of material in the job site mill area.
2. Handling from the stockpile(s), including hooking, unhooking, and signaling to the area of erection as designated by the contractor
3. Forms hoisted from a designated hoisting area, the hooking up, moving into place, the erection, and unhooking.
4. When a form is stripped and immediately hoisted directly, by a hoisting device, for re-erection

in a new position.

5. When in the event a stockpile(s) of wall forms is designated to be at the base of a scaffold thereby necessitating form materials having to be handed up.
6. A minimum of fifty percent of the installation of all metal pan decking or stay in place bridge deck forms.

Stripping of Concrete Forms

1. All footings, all foundation walls, columns, beam bottoms, and beam side, and all dome pan systems.
2. When stripping forms where a hoisting device is necessary, the hookup, breaking free of concrete and swinging clear, laying down and signaling.
3. When gang forms are taken apart or altered and after their final use on the site, the removal of all hardware and lumber.

Temporary Wood Supports

1. Erection and dismantling of temporary wood support structures for concrete, chutes, hoppers, conveyors and plywood or plank runways not requiring cutting, fitting or bracing.
2. Erection and dismantling of temporary decks, ramps, and platforms providing means of ingress or egress to an area within a job site.
3. The erection, construction, and dismantling of protective and temporary shields under bridges and bridge decks.

Lumber

Handling from stockpile(s) and including installation.

Lumber for Rafters, Studs, Joists, Etc.

Handling from the designated stockpile(s) and including installation.

Trusses

1. Unloading by power equipment or by other means of all wood and metal trusses, and laminated beams, micro lams, and glue lams which are to be installed directly from the hauling conveyance.
2. Handling, from the approximate area of installation and including installation.

Roofing and Siding Materials for Carpenter Installation

Handling from the stockpile(s) and including installation.

Drywall

1. The unloading, handling and distribution of drywall materials to stockpile(s) in the approximate area of installation on various floors as designated by the contractor.
2. Handling from stockpile(s) and including installation.

Hollow Metal Doors and Frames

Handling from stockpile(s) and including installation.

Acoustical Ceiling and Flooring Material

1. The unloading, handling and distribution of all acoustical ceiling material and flooring material installed by carpenters to stockpile(s) in the approximate area of installation on various floors so designated by the contractor.
2. Handling from stockpile(s) and including installation.
3. The erection and dismantling of scaffolding for installation of acoustical tile or other ceiling materials.
4. The unloading, handling, distribution, and installation of all insulation.

Wood Doors and Trim

The unloading, handling and installation, the necessary precutting and restocking in the job site mill area.

Finish Hardware

1. The handling and distribution from stockroom area and all work incidental to the final installation of finish hardware.
2. The handling and distribution from stockpile(s) to approximate point of installation and including installation.

Cabinet and Case Work

(Wood, Metal, and/or Glass)

1. Removal of crating, cartoning, boxing, or other factory protective materials at the stockpile(s).
 - 1a. Handling from stockpile(s) and including installation.
2. The unloading, handling and distribution of factory uncrated, uncartoned, unboxed, vinyl, paper or blanket protected, kitchen wall and base cabinets, bathroom vanities, laboratory casework, store fixtures and any and all other cabinet and casework not specifically itemized herein to stockpile(s) in the approximate area of installation on various floors as designated by the contractor.
 - 2a. Handling from stockpile(s) and including installation.

Millwork

1. The unloading, handling and distribution of millwork requiring finish painting after installation to stockpile(s) in the approximate area of installation of various floors as designated by the contractor.
 - 1a. Handling from stockpile(s) and including installation.
 2. Removal of crating, cartoning, boxing, or other factory protective materials at the stockpile(s).
 - 2a. Handling from stockpile(s) and including installation.
3. The unloading, handling and distribution of factory uncrated, uncartoned, unboxed, vinyl paper or blanket protected, prefinished millwork to stockpile(s) in the approximate area of installation on various floors as designated by the contractor.
 - 3a. Handling from stockpile(s) and including installation.

All Windows and Window Trim

(Glazed or not glazed)

1. The unloading, handling and distribution of windows and trim to stockpile(s) in the approximate area of installation on various floors as designated by the contractor.
2. Handling from stockpile(s) and including installation.

Movable or De-mountable Partitions

The unloading, handling and distribution of de-mountable partitions and components to stockpile(s) as designated by the contractor.

Scaffolding

1. Erection and dismantling of special scaffolding requiring cutting or fitting.
2. Scaffolding more than 14 feet in height from the ground up. Planking requiring cutting or fitting. When scaffolding is used for "flying" or "moveable deck form" the erection and releasing and moving to the next point of installation, including signaling and upon final use at the job site, the taking apart.

Canvas and Polyethylene

Hanging of canvas and polyethylene or similar materials for winterization, protection or other purposes. Building, installing and removing of all framing incidental to and necessary for hanging of canvas and polyethylene.

Other Work

All other work traditionally carpenter work.

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

Subject to and in accordance with the provisions of the National Labor Relations Act, the employer hereby recognizes the Union, during the terms of this Agreement, as the exclusive Collective Bargaining Representative for the Carpenter Employees employed by the employer with respect to wages, hours, and conditions of employment. The Union enters into this Agreement on its own behalf and as the Collective Bargaining Representative of all said employees.

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.

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

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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 through any source other than the Union, shall be required to provide written notification to the Union after the individual has been employed for seven (7) 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 (7) 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 that he has that involve work covered by this Agreement if he has not employed a minimum of two carpenters in the last ninety (90) days.

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 may reject any such contractor. Said subcontractor must have entered into the collective bargaining agreement with the union before starting any carpentry work.

Damages for violations of the subcontracting clause shall be the value of wages and benefits for all substantiated carpentry hours worked by the subcontractor provided, however, that, with respect only to members of the AGC subject to this agreement who violate the subcontracting clause, the Joint Board shall be limited in its authority to assess damages against of no more than \$25,000 for each violation. In any such case where the Union seeks additional damages against an AGC member subject to this agreement, it shall have the right to refer the case for additional damages to the American Arbitration Association. In cases referred to the American Arbitration Association under this provision, the sole issue shall be the amount of damages.

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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 nation 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:

Berkshire, Franklin, Hampden, and Hampshire Counties in Massachusetts.

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 the preceding sentence or any similar language to the contrary in any other area collective bargaining agreement for work in Rhode Island, Connecticut, Maine, Massachusetts, New Hampshire

and Vermont, the Employer shall have the right to employ any carpenter who normally works within any of the six New England states provided that 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 9 months 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.

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No employee shall be required to work in a geographical jurisdiction outside of the geographical jurisdiction of his home state or an unreasonable distance from his home. Employers shall not retaliate or discriminate against an employee who refuses to work outside of the geographical jurisdiction of his home state or an unreasonable distance from his home. If there is no available work, other than work outside the geographical jurisdiction of the employee's home state or outside a reasonable distance from the employee's home 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 7:00 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 of the 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 work week.

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

A. Where a job has more than one eight (8) hour shift in any one twenty-four-hour period, carpenters will not be permitted to work more than one shift in any one (1) work day.

B. All employees on shift work shall receive a full normal work day's pay and benefits.

C. Seven and-a-half (7 ½) hours work shall constitute the shift work period during the second shift. The second shift shall begin within one-half (½) hour of the end of the regular work day. Seven (7) hours work shall constitute the third shift. The third shift shall begin within one-half (½) hour of the end of the second shift period. There shall be a one-half (½) hour lunch period at the mid-point of the second and third shift. Eight hours pay for second and third shift work for hours as above stipulated.

D. Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the applicable overtime rate.

E. On alteration work in occupied areas where work is not permitted during the regular

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work hours, the work day may start at any hour of the day provided permission is obtained from the NERCC Council Representative, permission will not be unreasonably withheld. Payment shall be eight (8) hours pay for seven and-a-half (7 1/2) hours work.

F. 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.

G. If available parking cannot be obtained within a reasonable distance (one-half mile) from the job site, it will be the responsibility of the employer to either provide transportation to and from the designated parking area or compensate the employee for the time it takes to walk more than one-half mile. If transportation is made available, the employee needs to be ready no later than fifteen (15) minutes before the starting time.

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. If a shift begins or ends within 2 hours of 12pm, Midnight, the rate of the shift will be determined by the majority hours. (i.e. Sunday night 10 p.m. through Monday morning 6:30 a.m. would be 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, 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. With the exception of Veterans Day, any holiday that falls on Sunday shall be observed on the Monday following thereafter. Any holiday that falls on a Saturday shall be observed on the Friday.

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

Section 5. Where an employee observes Martin Luther King Day as an unpaid holiday, he/she shall not be discriminated against.

Section 6. Carpenters who utilize sick time earned pursuant to Massachusetts G.L. c. 149, Section 148C. shall be paid at their regular straight time rate of pay without fringe benefits regardless of the day of the week taken.

ARTICLE 8
Total Wages, Overtime and Other Payment Provisions

Section 1. Wages

A. Wages – The rate of wages per hour for all journeymen carpenters covered by this Agreement working within the territorial jurisdiction of **Berkshire, Franklin, Hampden, and Hampshire Counties in Mass.**, as outlined in Article 4, including those journeymen carpenters performing renovation, rehabilitation or alteration on existing wood frame buildings, shall be:

<u>DATE</u>	<u>WAGES</u>	<u>H/B</u>	<u>PEN</u>	<u>ANN</u>	<u>NECTF</u>	<u>CLMP</u>	<u>CITF</u>	<u>MCAP</u>	<u>TOTAL</u>	<u>DUES</u>
9/5/2018	36.15	7.84	10.37	6.50	0.40	0.72	0.10	0.15	\$62.23	1.61
3/4/2019	\$1.04 per hour increase to be allocated									
9/1/2019	\$0.50 per hour increase to be allocated									
3/1/2020	\$0.50 per hour increase to be allocated									
9/1/2020	\$0.50 per hour increase to be allocated									
3/1/2021	\$0.50 per hour increase to be allocated									
9/1/2021	\$0.50 per hour increase to be allocated									
3/1/2022	\$0.50 per hour increase to be allocated									
9/1/2022	\$0.50 per hour increase to be allocated									
3/1/2023	\$0.50 per hour increase to be allocated									

B. Definitions

H/B	-	Health Benefits Fund
ANN	-	Annuity Fund
PEN	-	Pension Fund
NECTF	-	New England Carpenters Training Fund
CLMP	-	New England Carpenters Labor Management Program
CITF	-	Carpenters International Training Fund
MCAP	-	Massachusetts Construction Advancement Program
DUES	-	Working Dues deduction from net wages after taxes

C. 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 Association signatory hereto. The sixty-day prior notification can be waived by the mutual consent of the parties to this Agreement.

D. Floor Covering, Millwright, Pile Driver/ Dock Builder/ Tender/ Diver, Wood Framers 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 25 of this Agreement.

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E. 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.

Section 2. Overtime

A. Work Outside the Regular Work Day - Work performed on all construction outside the agreed upon regular work day or shift hours, Monday through Friday, shall be paid for at the overtime rate of time and one-half (1½) the basic wage rate for the first four (4) hours of overtime worked. Overtime beyond 4 hours or work beyond 12 hours in any one day, 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 the basic wage rate for the first twelve hours worked. Sundays and Holidays specified in this agreement shall be paid for at the overtime rate of double the basic wage rate.

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

Section 3. 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 4. Carpenters are to be paid weekly, and the employer shall pay the wages no later than the third working day after the end of the work week. Carpenters are to be paid on the job during working hours. Payment may be made by company payroll check or direct deposit not later than Thursday except that payment is to be made no later than Wednesday when a holiday falls on Friday. If the employee does not have a bank account, payment will be made by check.

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

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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. Any charges for cashing checks shall be borne by the employer.

The Employer, when paying by check, or direct deposit 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, or electronically the following information:

Name of Employer - Name 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, and forms for direct deposit, provided they have a bank account and, 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 5. Carpenters who do not receive their pay before the end of their normal work day and who are required to wait beyond quitting time for their pay shall be paid extra for the waiting time at the straight time rate.

Section 6. Carpenters who voluntarily quit are to be paid not later than the first regular payroll day following.

Section 7. 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% of the total package paid to an individual carpenter (or any other amount subsequently and lawfully decided) for each hour worked by each carpenter working within the territorial jurisdiction of this Agreement. The Employer shall deduct 2.5% of the journey person's total package from each foreman or superintendent who is a member of the UBC as dues assessment for each hour worked. On overtime work the 2.5% deduction shall be calculated at the straight time rate.

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

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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 14.

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/B)
- New England Carpenters Pension Fund (PEN)
- New England Carpenters Guaranteed Annuity Fund (ANN)
- New England Carpenters Training Fund (NECTF)
- New England Carpenters Labor Management Program (NECLMP)
- Carpenters International Training Fund (CITF)
- Massachusetts Construction Advancement Program (MCAP)

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

Working Dues Deduction (DUES)

Section 2. Weekly Electronic Fringe Benefit Receipts - Each Employer shall make all Fund contributions and working dues deductions utilizing the electronic benefit program. The benefit program to be utilized by each Employer will provide for the purchase of electronic benefit receipts by Employers, which are due and to be tendered to employees with their payroll checks, for the same hours as covered by the payroll check, for each hour worked representing monies due to the Funds and dues deductions as provided for in Article 8.1. All Employers will be required to remit all benefit contributions to the funds using the "Point, Click, Remit Program" (Employer self-service portal).

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 3. Violation of Agreement - Failure to contribute weekly on all employees 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 4. Interest - Any delinquent Employer shall be required to pay to the Funds interest at a reasonable rate established by the Board of Trustees from the date when payment was due (payday) to the date when payment was made, if said payment is made more than 10 days after the due date. In order to avoid interest, the work report must be fully and completely paid. Partial payments do not release the work report, and so, the date of a partial payment is not the true payment date. Unpaid

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interest will be subject to collection policies adopted by the Board of Trustees, up to and including litigation. If legal action is necessary, the Employer shall be liable for, in addition to delinquent payment and late interest due, as described above, twenty percent (20%) liquidated damages, reasonable attorneys' fees, and any other costs of this action.

Section 5. Audit - The Employers shall make all reports on contributions required by the Funds on forms furnished by the Funds or their authorized representatives. The Trustees or their authorized representatives upon reasonable notice may examine, or in the case of an Employer that does not have an office in New England, receive electronically in a secure form 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, unless the audit determines that contributions are owed, 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 the audit charged against the Employer is not paid by the Employer within thirty (30) days after written notice from the Funds or their authorized representatives, the Funds may take any action, including, but not limited to disallowing any future purchases of fringe benefits and/or 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 6. Benefits - The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement.

Section 7. New Federal Health Insurance Law - In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article 25 at the request of either part, provided that the Arbitrator shall not be permitted to increase the cost to the Employer.

Section 8. Notwithstanding any other provision of this Agreement, for the purpose of the provisions of this Article, Fringe Benefit Fund and Other Payment Provisions, and other provisions of the Agreement regarding contributions by the Employer to the NECCCA and for such purpose only, persons in the employ of an Employer who are classified by the Employer in writing on forms supplied by the NECCCA as Carpenter Superintendent's, Estimators or other non—carpenter employees who previously worked as carpenters under the collective bargaining agreement, shall be members of the bargaining unit and shall be covered by this section. Membership in the bargaining unit will also be established by the Employer commencing to make contributions to the NECCCA on behalf of those

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employees in accordance with this Section 9. The “Carpenter Superintendents, Estimator’s and other non—carpenter employees” shall be limited to persons who previously worked as carpenters under the collective bargaining agreement and who are currently members of the Union and working as superintendents or estimators or in other non—carpenter positions and classified by the Employer in writing as such. Contributions for hours worked by these employees shall be subject to the administrative rules of the individual funds identified in Section 1 of this Article 10 regarding acceptance or return of contributions as each Fund may deem necessary to protect its status for tax purposes, reporting of contributions and auditing of payroll records.

- A. An Employer who chooses to provide coverage to some or all of these employees shall be obligated to contribute to all funds and programs identified in Section 1 of this article. This includes the Health Benefits, Pension, Annuity, Apprentice and Training, NECTP, Vacation, NECLMP, and UBC Funds.
- B. A carpenter superintendent, estimator, or other non-carpenter employee must be a member of the bargaining unit and working as such.
- C. If a carpenter superintendent, estimator, or other non-carpenter employee is paid HOURLY, his/her employer must contribute to all Funds on ALL of his or her hours of work in covered employment. For hourly-paid employees, contributions on non-working hours such as paid vacation are not required.
- D. If a carpenter superintendent, estimator or other non-carpenter employee is paid a SALARY, his/her employer must contribute to all Funds on 160 hours for each calendar month or, for an employer required to contribute weekly, on 40 hours for each week but not more than 480 hours for any calendar quarter. In any case, the maximum payment is 1920 hours a year. It does not matter if the salaried employee works more or less than 160/40 hours, or takes paid vacation or sick time, or works only part of a month/week - payment on the fixed number of hours is required.
- E. It is understood that payment of contributions are not required for superintendents, estimators, or office employees who are on Workers Compensation unless such contributions are required by law.
- F. There shall be no duplication of contributions for any hours of employment for any superintendent, estimator or office employee.
- G. A form provided by the NECCCA must be filed annually by the Employer to list each carpenter superintendent, estimator or office employee the Employer chooses to cover.
- H. A carpenter superintendent, estimator or other non-carpenter employee’s participation in all the Fringe Benefit Funds including the Pension, Health, and Annuity Funds shall be subject to the rules and regulations adopted by each Fund’s Trustees and to all the terms and conditions of the applicable Plan documents.

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

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guaranteed a minimum of 160 hours per month of benefits, subject to the rules of the Funds.

If the Employer elects to contribute on behalf of an owner/employee, the Employer shall contribute for that owner/employee in accordance with the rules and policies adopted by the Board of Trustees.

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 Committee.

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.

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, working dues deduction for all apprentices shall be as follows: the basic hourly rate for Carpenter Apprentices indentured prior to October 1, 2017 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%

The Pension contribution shall not be made by the Employer for the first year apprentices.
The Annuity contribution shall be paid to apprentices at these percentages regardless of indenture date.

First Year	20% of Contractual Rate
Second Year	40% of Contractual Rate
Third Year	60% of Contractual Rate
Fourth Year	80% of Contractual Rate

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Section 4a. For Apprentices indentured on or after October 1, 2017, the wage rate schedule shall be the percentages listed in the following schedule to be applied to the journeyman rate:

First Year 45% of Contractual Rate
Second Year 55% of Contractual Rate
Third Year 70% of Contractual Rate
Fourth Year 80% of Contractual Rate

For Apprentices indentured on or after October 1, 2017, pension contributions shall not be made for the first and second year.

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

Section 6. Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employee shall be granted advanced standing in the Apprenticeship Program on the basis of 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

New England Carpenters Training Fund

The New England Carpenters Training Fund was established to provide facilities in New England 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 Fund.

ARTICLE 13

The New England Carpenters Labor Management Program

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 New England Carpenters Training Fund.

ARTICLE 14

Delinquent Payments

Section 1. Subcontractor Delinquency - Within seven (7) days of learning that an Employer is delinquent in its employee benefit contributions, the Union or the NECCCA shall notify in writing the Employer and the General Contractor/Construction Manager for whom the Employer is working of

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the delinquency amount. If the Employer does not pay the delinquency amount within three (3) working days of receipt of the notice or the General Contractor/Construction Manager does not agree, in writing, within three (3) working days of receipt of notification that it will be responsible to the NECCCA for that Employer's employee benefit payments due for work on the General Contractor/Construction Manager's project, the Union shall immediately withdraw all carpenter employees from the Employer on that project.

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

A NERCC Council Representative may specifically identify to the general contractor any subcontractor to be utilized on a project who is delinquent in payment of wages or benefits to the Funds provided for in this Agreement. The general contractor shall pay delinquent subcontractors by issuing a two-party check to the subcontractor and the NECCCA for any delinquent subcontractor upon request for this procedure from the Union or the NECCCA. The general contractor shall only be responsible for hours worked on their specific project.

Section 2. No Benefits - 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 is habitually delinquent in the payment of fringe benefit contributions, the Union or the NECCCA will require the Employer to post a fringe benefit bond in an amount equal to either the average fringe benefit liability for that Employer over the preceding 90 days or double the amount of the maximum contributions the Employer had not paid during its delinquency before furnishing carpenter employees to that Employer. A habitually delinquent is any employer who is delinquent in the payment of contributions to the New England Carpenters Benefit Funds three or more times in a twelve-month period. A habitual delinquent shall also include any delinquent employer who does not bring its delinquent account current by paying all benefits, interest, audit costs, liquidated damages and attorney's fees where applicable. If an Employer has a history of being delinquent in making its employee benefit contributions, the Union may invoke its right to strike and its right to terminate this Agreement upon seventy-two (72) hours' written notice by certified or registered mail notice.

ARTICLE 15 **Steward's 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. The Council Representative will discuss with the contractor who he intends to furnish or appoint for a job or shop. It is compulsory that the steward shall work and that he/she shall be qualified to perform the work to which he/she is assigned and that he or she shall not be discriminated against or discharged for the performance of his or her duties as steward. The steward shall be allowed to see that proper care and attention has been given to any

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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 job site 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 shift(s).

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 refer all new Carpenters to the Shop Steward before going to work.

Section 6. The Shop Steward may report immediately to the Local Union Representative any violation of this agreement.

Section 7. It is compulsory that the steward shall work while carpenter work is being done on the job.

ARTICLE 16

Foremen

Section 1. Subject to the provisions of Article III 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) 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 ten (10) or more men/women under his supervision, he/she shall not be permitted to use the tools except during layout.

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Section 3. No foreman or superintendent shall assign or order any employee not covered by this Agreement to perform carpentry work within the Union's jurisdiction.

Section 4. A superintendent who is not a member of the United Brotherhood, shall not perform any carpentry work covered by this Agreement or use any tools of the trade. The direction of all carpenter work shall be performed by a carpenter foreman holding membership in the United Brotherhood of Carpenters.

Section 5. If a foreman is supervising five or more carpenters in a week in which a holiday occurs, he/she will be paid for the holiday.

ARTICLE 17

Lockers, Tools, Safety Regulations

Section 1. The Employer shall furnish facilities with heat and light 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 lock-ups 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.

Section 3. All power-driven tools, battery operated tools, powder actuated 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 for all stages of work. 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. The parties to this Agreement have implemented a mandatory training and incentive program. All carpenters, including foremen, working under this Agreement shall be required to obtain and maintain certifications in the following: (1) OSHA 30; (2) scaffold training; (3) First aid/CPR; and (4) fall protection. OSHA 30 and First aid/CPR certificates may be obtained from recognized outside vendors. All outside certificates need to be sent to the Training Fund, in order to maintain accurate member records. Completion of the mandatory training program, prior to August 31, 2019 is required as a condition of employment for all carpenter employees, including foremen, and the Employers must

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implement the mandatory requirement in a fair and non-discriminatory manner. To fund the incentive portion of this program for carpenters required to take these training courses during non-work time, the Employers shall make a \$.05 per hour contribution to the New England Carpenters Labor Management Program ("CLMP").

- b. 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 and 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, provided that those policies do not infringe on the employee's privacy rights under state and/or federal law.

Section 9. The employee shall wear all safety equipment required by the owner and/or 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. Notification will go to the Union when an employee fails to wear required safety equipment.

Section 10. It shall be the responsibility of the Employer to be certain that any carpenter in its employ who is to use any powder actuated tools such as "Ramset," "Stud Driver," 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 18 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 has 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 Harvard University Project Labor Agreement, modified in April 2012. Any amendments to the Harvard program must be independently approved by the parties to this agreement in order to be binding on the parties to this agreement. A General Contractor's or Construction Manager's drug testing program may be applied to a Subcontractor's employees who are assigned to a jobsite, which has been deemed a substance abuse testing jobsite by the General Contractor or Construction Manager. All employees will be notified of the testing requirement, prior to being assigned to the testing jobsite, and no employee will be laid off or penalized for declining to be sent to a testing jobsite.

ARTICLE 19
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 pull over type, by the Employer without expense to the carpenters. The employee shall sign for such foul weather clothing and for safety equipment on a form provided by the Employer and shall return clothing and equipment when requested by the Employer. The employee shall also have the right to return clothing and equipment when no longer needed.

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

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

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

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Section 7. The Employer shall comply with the provisions of M.G.L. Chapter 149, Section 106, and OSHA Regulation 1926.51 with particular reference to drinking water and toilets. The employer shall provide hand washing or sanitizing stations for health and sanitation on the job.

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 restriction on the full use of tools, equipment or other labor-saving devices, and no restrictions on the efficient use of manpower, provided the above comply with OSHA.

ARTICLE 20 **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, the jurisdictional areas of the rest of Massachusetts, Local 43 in Hartford, and Local 291 in Albany, 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.

ARTICLE 21

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 electronic benefit receipts, if available; furnished a discharge slip as provided in Regulation 30-2 (11) of the Department of Unemployment Assistance on UDA Form 0590A 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 record and use (unemployment claims).

ARTICLE 22

Fund Reports

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

ARTICLE 23

No Strike or Lockout Clause

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

- 1.) Failure of the Employer to provide Workers' Compensation coverage.
- 2.) Failure of the Employer to pay unemployment contributions.
- 3.) Failure of the Employer to issue electronic benefit receipts with weekly payroll checks
- 4.) Refusal of either party to submit to arbitration in accordance with Article 25 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 24

Massachusetts Construction Advancement Program

Section 1. Each Employer subscribes to and agrees to be bound by the provisions of the Agreement and Declaration of Trust of the Massachusetts Construction Advancement Program as executed on August 12, 1974, and as it may be amended from time to time.

Section 2. This Trust, known as the Massachusetts Construction Advancement Program, shall be referred to in this Article as the "Fund." The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Agreement.

Section 3. Each Employer shall pay to the Fund the sum of ten (10) cents per hour for each hour worked by each of its employees covered by this Agreement. Payment shall be made by utilizing

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either the stamp system or the electronic benefit program, or as otherwise instructed through directives, amendments, memoranda or other means.

Section 4. The Fund will be used by its Trustees for the following express purposes:

- A. Manpower and 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 construction industry for the mutual benefit of Employers and their Employees.

Section 5. 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 6. As a part of the administration of the Fund, there shall be an annual audit of the Fund by an independent certified public accountant. A copy of the audit shall be made available to all parties' signatory hereto.

Section 7. In the event the Union has reasonable cause to believe that the Fund is being used for any of the purposes prohibited by Section 5, the dispute shall be subject to the arbitration provisions of the Agreement.

ARTICLE 25 **Grievance and Arbitration**

Section 1. In the event a grievance arises, other than jurisdictional disputes, a meeting shall be held between the contractor or its accredited representatives and the Union. If a settlement is not reached within 48 hours, the parties shall contact the Association. 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 within 24 hours, it shall be referred to a Joint Board 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. The board shall meet to consider

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and act on the matter within 3 days, and the decision of the board shall be final and binding on both parties. The board shall make its decision within 72 hours. In the event of the failure of the board to arrive at a solution by majority vote, the case shall be referred to mutually agreed upon arbitrators, 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 26 **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 27 **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 28 **Applicability of Agreement**

Section 1. All work in Connecticut, Maine, New Hampshire, Rhode Island, and Vermont, other than Windham and Bennington Counties, and the rest of Massachusetts outside the area covered by this Agreement 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.

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. It is agreed to form a Chairman's Committee comprised of representatives from the Union and representatives from the Labor Relations Division of the Association of General Contractors of Massachusetts, Inc. This Chairman's Committee shall meet on a quarterly basis for the purpose of studying and implementing cost savings measures to make Union Employers more competitive in the territory covered by this Agreement. These cost savings shall include an analysis and recommendations on specific items such as benefits, work rules and expanding market share. At the

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first quarterly meeting of each year, the Chairman's Committee shall consider all ways for Employers to be competitive, including labor costs, and establish a reasonable time period to work together to achieve those goals. 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. By consensus, the committee shall have the authority to change any of the terms and conditions of the collective bargaining agreement in order to achieve the goal of increasing market share. 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 the 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 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 most favored nation provision of Section 4 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 2. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: if and when the Employer performs any job site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly, a significant degree of ownership, management or control the terms and conditions of this Agreement shall be applicable to all such work.

Section 3. Remedy - All alleged violations of this Article will be processed under the Grievance and Arbitration Procedure, Article 25 of this Agreement. Any awards issued shall include payment of wages and benefits for those employees who lost work opportunities.

Section 4. Most Favored Nations Clause - The Union agrees that in the event it grants more favorable terms or conditions, other than those contained in this agreement, to any employer or association, the Union will extend those same terms and conditions to the parties to this Agreement.

The Union further agrees that it will not enter into any 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 29
Construction Manager

Whenever any signatory to this Agreement acts as a management consultant, construction manager, developer, or owner/builder or in any other capacity in which it participates in the selection of job site contractors, whether general or subcontractors, including recommending contractors, soliciting bids or proposals from contractors, or considering bids or proposals from contractors, or in which it coordinates the job site work of contractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, with respect to all job site 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 30
Expiration Provision

This agreement will expire on August 31, 2023, for the parties to this Agreement and for the independent non-Association employers who have accepted and agreed to abide to this Agreement except that if neither of the parties identified on page 3 of this Agreement gives notice in writing to the other party between June 1, 2023 and July 1, 2023 that it desires a change after August 31, 2023, then this Agreement will continue in effect until August 31, 2024 and so on each year thereafter unless on or before July 1 of each year thereafter, a notice is given by either party. This year to year evergreen clause does not apply to any independent non-Association employers. If neither the Union nor the independent non-Association employer gives notice of termination between June 1, 2023 and July 1, 2023, they are bound to the successor to this Agreement for its full term.

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




Brendan Carter, Esq.

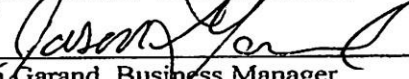
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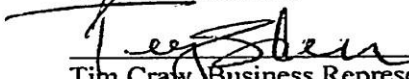
Thomas J. Flynn, Executive Secretary-Treasurer
New England Regional Council of Carpenters



Jack Donahue, Regional Manager
NERCC Central/ Western Massachusetts



Jason Garand, Business Manager.
NERCC Local 336



Tim Crow, Business Representative/Organizer.
NERCC Local 336

