

AGREEMENT

Between

**THE NORTH ATLANTIC STATES REGIONAL COUNCIL
OF CARPENTERS**

LOCAL 330

of the

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

and the

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

Effective: June 2, 2019

Expires June 5, 2023

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AGREEMENT

AGREEMENT as entered into this 2nd day of June 2019 by and between the Labor Relations Division of the Associated General Contractors, of Rhode Island, Inc. on behalf of such members as may from time to time authorize the same to be done, and such other Employers who assent to its provisions by signature thereto and as herein called the Employer and the North Atlantic States Regional Council of Carpenters and on behalf of Local Union 330 of the United Brotherhood of Carpenters and Joiners of America, hereinafter called the Union or carpenter. Prior to negotiations a current list of members of the Associations who have so authorized will be furnished to the Union. The Associations shall provide the Union with additions to the list during the term of this Agreement. The Union may for good cause object to any such addition. The parties recognize the Union's right to reject a contractor who it has previously terminated or a contractor that does not employ carpenters to perform work covered by this Agreement.

Whereas the parties hereto agree that harmonious relations and intelligent working arrangements are essential to an equitable relationship between Contractor Employers, the public and the Union, and that all concerned must benefit by industrial peace and by the establishment and maintenance of fair contractual terms, conditions and provisions, and by the establishment and use of proper and fair methods of settling grievances.

Therefore, be it resolved:

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

ARTICLE 1
Recognition

This Agreement shall cover "Trade Autonomy" and "Work Description" of the United Brotherhood of Carpenters and Joiners of America as follows:

Trade Autonomy

The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, plastic, metal fiber, cork or composition, and all other substitute materials.

The handling, erecting, installing, dismantling, of machinery and equipment in relation to work, and the manufacturing of all materials where the skill, knowledge and training of the Carpenter or Joiner are required, either through the operation of machine or hand tools, either at the job site or in production of shops and factories.

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

Carpenters and Joiners, Millwrights, Timbermen and Core Drillers, Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Lathers, Acoustic and Dry Wall Applicators, Shorers and House Movers, Loggers, Lumbers and Sawmill Workers, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Roof Shinglers, Casket and Coffin Makers, Box Makers, Railroad Carpenters and Car Builders, Dock Builders, Piledrivers, Bridge Dock and Wharf Carpenters, Divers Slurry Divers, Underpinners and Underwater Welders and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing material for any of the above divisions or sub-divisions this is in the jurisdiction of the carpenter. Burning, welding, rigging and the use of any instruments or tools for layout

work, incidental to the trade, including the spotting and aligning of all chalk lines and grades (other than control lines) that govern any work to be performed by carpenters.

This agreement shall cover the “**Trade Autonomy**” of the United Brotherhood of Carpenters and Joiners of America as described by the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America with respect to all aspects of carpenter work involved in building new wood-frame construction. For the purpose of this paragraph new wood frame construction is defined as a structure or building with a wood-framed exterior skeleton, wood-framed interior support and roofing frame. This definition shall also cover the receiving, fastening, and putting in place of all modular residential units when used in construction, as described above, regardless of the material utilized, to construct modular units including, but not limited to wood, masonry, metal or plastic.

Words and Phrases Defined

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

The term “**Carpenter**” and the term “**Joiner**” are synonymous, and in either case shall mean one who prefabs or constructs forms for footings or foundations of houses, building, structures of all descriptions, whether made of wood, metal, plastic, or any other type of material, fabricates or erects forms for decking or other structural parts of the houses, buildings, or any structure, and dismantles all forms. The setting of all forms, centers, stairs and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making and setting of all forms used in concrete work, including the jacking of slip forms, setting of forms for sidewalks, duct bank, sidewalk lights, curb, and gutters. Strips all concrete forms for columns, beam sides and beam bottom, wall and footing forms, flat arch forms of all types and construction, in fact, strips all concrete forms on building construction with a composite crew. The assembly, flying, tagging, setting, breaking loose, re-setting and dismantling of all gang forms shall be work of the Carpenter in its entirety.

The fabrication, erecting and dismantling of all falsework where power is used for the setting or dismantling of forms or gang forms to the extent provided by international agreements, decision of record and area practice. All handling and signaling shall be done by Carpenters. The operation of jacks (scissor or man lifts) aerial lifts whether operated by manually or mechanically by portable operating devices, used to handle materials to be installed, erected, (or dismantled) by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade. The fabrication and/or setting of all templates, including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts. All framing in connection with the setting of metal columns.

Builds, erects and dismantles wood scaffolding and self-supporting scaffolding over 14 feet in height from the ground up; the building and constructing of wood derricks; the making of mortar boards, boxes and trestles; putting in needle uprights, builds and repairs coal pockets, breakers, washers, tipples; all shoring of buildings, razing where wood materials are salvaged, and moves buildings and all welding and burning incidental to carpentry.

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

The erecting of structural parts of a house, trusses, building, or structure made of wood or any substitute such as plastics or composition materials, who puts together roofs, partitions. Erection of all wood, metal, plastic, and composition partitions; cutting and applying of all furring, cutting for pipes through floor, 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, wood derricks and hoists, travelers and all lumber or material used in the building and construction industry; concrete distributors used in erecting buildings or

fireproofing floors, or for pouring concrete buildings, the installation of all wood blocking on roofs (perimeter, curbs and penetrations) and all blocking on other work whether 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.

The fastening of all wooden, plastic or composition cleats to iron work or on other material.

The erecting and installation of Stran Steel or similar material; installing wood, metal, and plastic corner beads.

Carpenters may be assigned spray on air barrier, mold resistant materials, fire stopping/smoke sealing of all penetrations, joints, gaps, and openings in fire rated construction, whether with sealants, mechanical devices, dry mix compounds, tapes pillows regardless of backing material used.

The setting and hanging of all sash, doors, inside and outside blinds, windows and other frames, the installation of metal door frames in masonry.

The installation of all moldings made of wood, metal, plastic, or composition. The application of acoustical tile whether glued or nailed; acoustical suspended ceilings and all insulation whether nailed, glued or blown when done in conjunction with carpentry work.

Fitting, installation and fastening of stops, beads, and molding in doors and windows; the unloading, inventory, distribution, and installation of all hardware; putting up interior and exterior trim or finish of wood. The hanging, setting and installation of wood, metal or plastic doors, sash, jambs, bucks, casings, moldings, chair rails, mantels, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, all man made countertops excluding natural stone, wardrobes, and installation of bowling alleys.

Building and erecting stairs, store, office, bank and other fixtures, shelving, racks whether of wood or other material; making and fitting of screens; putting on weather strips and caulking. The installation of laboratory equipment including cabinets and workbenches, bookcases and cabinets, mechanically fastened signage, blackboards, bulletin boards, billboards, meter boards and boards of all types.

The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, plastics, or composition materials.

The assembling and setting of all seats in the theaters, halls churches, schools, banks, stadiums, benches and open-air theaters and other buildings.

The laying and finishing of all floors including wood, cork, asphalt, linoleum, vinyl, rubber, or any other type of resilient floor covering. The installation of rugs, carpets, draperies, and curtains.

The erection of porcelain enamel panels. The installation of wood, plastic or metal awnings, door shelters, marquees, and jalousies.

The erection or application of all shingles, siding, wallboard, alucobond, densglass or sheets composed of wood, wood pulp, plastic, plaster, transite or composition materials or any combination of any of the above with any other materials including combined or faced with metal regardless of the manner attached, in accordance with area practices and/or international agreements and decisions of record. The erection, dismantling and reinstallation of wood fences.

Exterior building enclosure systems including, but not limited to, multi-component walls, including preassembled walls fabricated off site, that utilize components of miscellaneous framing, insulation air/vapor barriers and exterior of wall assembly. The installation of all exterior siding that may include, but not limited to, wood, metal, composite, terra cotta assemblies, aluminum, zinc, plastic, exotic metals, laminate material, pre-insulated siding and all accessories to provide complete wall assembly. All components included in the installation of said systems.

The manufacturing and erecting of cooling towers and tanks, with the exception of metallic towers and tanks.

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

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

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

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

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

The term “**Railroad Carpenter**” shall mean the carpenter work, joining or any of its sub-divisions when said journeymen are employed direct by railroad operation in maintaining and repairing property of the railroad along the lines of the railroad property, but will not apply to office or other buildings or corporation situated away from the operating line of the road.

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

The term “**Floorlayers, Wood, Resilient and Finishers**” shall cover the unloading and installations of all accessories related to the laying, scaping and sanding by either hand or machine, all wood, parquet and special designs of wood, wood block, wood composition, metal, tile, cork, asphalt, mastic, plastic, rubber, linoleum, boltawall or similar material, whether nailed or applied with adhesive, fitting, sewing and laying of all carpet material; when applied to floors, stairs, walls, ceilings or fixtures; this includes the preparation (final sweep and flash patch prior to installation) of concrete, wood, plastic and other surfaces to receive any of the above mentioned material as well as the removal of all surplus flooring materials.

The term “**Millman, Cabinet Maker and Bench Hand**” shall mean the making and assembling in ship, mill or factory or store, display, office, theater, hall, church, school and bank fixtures and furniture, mantel pieces, cabinets of all types, dressers, wardrobes, china closets, ornamental work of wood, or composition, panel work, partitions, pre-cut and pre-fit trim and doors, show and wall cases, butcher shop, fixtures, pallets, sash, doors, trim, molding, screen and storm sash and doors, flooring, plywood, making of pool and billiard tables, household fixtures and furniture, and other tables and desks, refrigerators, and ice boxes, interior cabs for elevators, metal bucks, doors and partition; 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, outing together of work after same has been machined, hand worked or shaped.

The term “**Casket and Coffin Maker**” shall cover the manufacturing, in shop or factory of caskets, coffins, made of wood, metal, plastic or other material, and outer boxes of wood or substitute materials including machine and bench work.

The term **“Lumber and Sawmill Workers”** shall include all those employed in all phases of the lumbering industry, including the logging of timber, operation of sawmills, shingle mills, plywood plants, door factories, sash and door plants, laminating plants; the wholesale and retail outlets of lumber yards; the by-product manufacturing of sawdust, chips, pellets, pres-o-logs, whether working by hand, operating fixed or moving machinery or attending controls of automatic machines, or any workers incidental to the catering, lodging, and maintenance of all mills plants and manufacturing relating to the lumber industry.

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

The term **“Box Maker”** shall mean the making and repairing of all boxes and shooks, and the sawing, resawing and cutting to size of all material for box making and crates.

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

The term **“Lather”** shall be synonymous with the term carpenter.

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

The term **“Pile Driver”** shall be defined in Appendix 1.

The term **“Offshore Work”**

- A. Offshore Work shall mean and apply when employees are required to travel offshore to a work site and required to live aboard employer provided accommodations during off-shift hours. Offshore work does not include land-based activities in support of the Offshore Work.
- B. The term Offshore Work shall cover all work under this Agreement. Millwright offshore work shall include all work included under the Eastern Millwright Regional Council Local 1121 agreement. Offshore work includes work performed within the waters of the State of CT and/or Federal waters from the CT shoreline.
- C. Offshore Work Conditions- The following conditions will apply for Offshore work as defined by this agreement.
 1. Rotations, shift times and durations will be determined by mutual agreement, at a pre-bid conference. Any deviation or change in the rotations, shift times, or durations shall be made by mutual agreement between the contractor and the union.
 2. Transportation shall be provided by the employer between the shoreline and the work site at times and locations scheduled by the employer.
 3. Travel time is the period of time traveling to and from the shoreline and the worksite. Travel time shall begin at the point of the shoreline from which pickup is made for transportation of employees to the work site. Travel time shall end at the point of the shoreline from which pickup was made for transportation of employees to the work site.

4. Travel time will be paid (without fringe benefits) from the shoreline to the work site and from the work site to the shoreline at times and locations scheduled by the employer and overtime shall be paid in accordance with federal and state law. However, travel time for offshore work will not be used in the calculation of the daily overtime provision in Article X, Section 2(a).
5. For Offshore Work, living quarters and meals shall be provided by the employer.
6. Living conditions aboard offshore vessels and structures shall comply with Code of Federal Regulations Title 46, Section 108.
7. Employees arriving at the offshore site who are ready for work, but unable to start their shift, will be paid for 1 shift at the appropriate rate and fringe plus benefit.
8. Employees shall be paid a minimum of 1 shift of wages and fringe benefits at the appropriate rate during each 24-hour period.
9. All overtime will be in accordance with the overtime provisions set forth in this Agreement.

ARTICLE II

Jurisdictional Procedure

Section 1. - Work assignments shall be made by the Employer in accordance with the area practice in the 39 cities and towns of Rhode Island covered by this collective bargaining agreement. The practice outside of Rhode Island shall not be considered in making work assignments.

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

Maintenance of Operations on Projects

Section 2. 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

Section 3. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in this 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 jurisdictional dispute.

When an upper tier contractor directs or otherwise interferes with a subcontractor's assignment, it constitutes a violation of this provision, in which case the union can file a grievance against the upper tier contractor.

ARTICLE III
Union Security

Section 1. The Employer agrees that all employees covered by this assignment 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 condition of employment.

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

Section 4. In the event that the Union does not accept into membership any worker tendering the admission fee and the regular monthly Union fees, the foregoing paragraph shall not be applicable, provided however, that the Union may at any time thereafter, decide to take such worker into membership, in which case said worker shall be required to tender full and uniform admission fees in effect in the Union not later than seven (7) days following notification by the Union and shall therefore be required to maintain his or her membership in accordance with the provisions of the foregoing paragraph. In the event that such worker fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall terminate the employment of such worker within forty-eight (48) hours.

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

ARTICLE IV
Subcontracting

Section 1. The Employer agrees that he will not subcontract any work covered by this Agreement which is to be performed on the job site except to contractors who are parties to a collective bargaining agreement with the Union, or to a contractor who is willing to sign a collective bargaining agreement with the Union; provided that the Union with good cause may reject any such contractor. The parties recognize the Union's right to reject a contractor who it has previously terminated or a contractor that does not employ carpenters to perform work covered by this Agreement. The Union will notify the Association of any terminated contractors on a quarterly basis.

Section 2. The Employer agrees that it will not contract any work covered by this Agreement, which is to be performed on the jobsite, except from contractors who are parties to a collective bargaining agreement with the Union. The only penalty for violations of this Section is the loss of mobility of manpower set forth in Article V on the project at issue and a \$2.50 per hour premium for all carpenters employed on the project. The \$2.50 premium will be added to the NECLMP contribution for the sole purpose of additional funding for the Market Opportunity Fund. The Executive/Secretary Treasurer of

NASRCC or his designee may grant relief from this Section. The granting of such relief shall not constitute a violation of the favored nation clause of this Agreement.

ARTICLE V
Jurisdictional Area

The terms of this Agreement shall apply to the work of carpentry, including all jurisdictional practices, within the 39 cities and towns of the state of Rhode Island as well as work performed within a maximum of twenty (20) miles from the RI shoreline at the RI/CT line to the RI/MA line.

ARTICLE VI
Mobility of Manpower

Employers shall be restricted in their employment of carpenters to those carpenters who normally work in the geographical 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 Connecticut, Massachusetts, Rhode island, Maine, 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 pursuant to the following conditions:

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

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

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

Section 1. Eight (8) hours shall constitute a day's work performed between the hours of 7 a.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday. The starting time shall be set by the General Contractor at the pre-job conference. Once the starting time has been established it can only be changed by mutual agreement between the General Contractor and the NASRCC Council Representative. Carpenters shall be allowed five (5) minutes before quitting time at night for washing up and securing their tools.

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

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

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

- a. Where a job has more than one eight (8) hour shift in any one twenty-four (24) hour period, carpenters will not be permitted to work more than one shift in any one (1) work day.
- b. All employees on shift work shall receive a full normal work-day's pay.
- c. Seven and one-half (7 ½) hours work shall constitute the shift work period during the second shift. The second shift shall begin within one-half (1/2) hour of the end of the regular workday. Seven (7) hours work shall constitute the third shift. The third shift shall begin within one-half (1/2) hour of the end of the second shift period. There shall be a one-half (1/2) hour lunch period at the mid-point if the second and third shift.
- d. Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the applicable overtime rate.
- e. No shift work will be permitted for less than two (2) consecutive regular work days without approval of the NASRCC Council Representative.
- f. On alteration work in occupied areas where work is not permitted during the regular work hours, the work day may start at any hour of the day provided permission is obtained from the NASRCC Council Representative. Payment shall be eight (8) hours pay for seven (7) hours worked.
- g. All regular and extra shifts begin and end at the designated times from the carpenter's locker which shall be located no higher than two (2) floors above ground level unless the permission of the NASRCC Council Representative is obtained.
- h. On projects where the bid documents require the contractor to work hours other than the regular work hours set forth in this Agreement, employees may be assigned, with mutual consent of the Union and the Employer, to work these hours at eight (8) hours straight time.

ARTICLE VIII
Holidays

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

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

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

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 should be scheduled those days unless the Employer obtains the prior agreement of the Business Representative or a majority of the carpenters on the jobsite indicate that they prefer not to work on any one of those days in this section.

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

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

ARTICLE IX
Total Wages, Overtime, and Other Payment Provisions

Section 1.

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

Payroll Deductions

Date	Total=	Wages	H	P	A	NECTF	CLMP	IAF	CITF	VAC	WORK ASSMNT	DUES
6/2/19	\$68.05	\$38.48	\$9.65	\$11.95	\$6.20	\$.70	\$.72	\$.25	\$.10	\$.65	\$1.70	\$.05
6/5/20	\$68.70					(+\$0.65 TO BE ALLOCATED)						
1/1/21	\$69.30					(+\$0.60 TO BE ALLOCATED)						
6/4/21	\$69.95					(+\$0.65 TO BE ALLOCATED)						
1/1/22	\$70.55					(+\$0.60 TO BE ALLOCATED)						
6/5/22	\$71.20					(+\$0.65 TO BE ALLOCATED)						
1/1/23	\$71.80					(+\$0.60 TO BE ALLOCATED)						

The Union will notify the Employers, in writing, of the specific funds the money is allocated to.

1. Carpenters working on free-standing stacks, concrete silos, and public utility electrical power houses, which are over thirty-five (35) feet in height when constructed, shall receive one dollar (\$1.00) per hour over the minimum rate.
2. A carpenter who is working on exterior concrete shear wall gang forms shall be paid a premium rate of fifty cents (\$.50) per hour when he is working forty-five (45) feet or more above ground elevation or setback.
3. Welder's on the job shall receive an additional one dollar (\$1.00) per hour over the Journeyman's rate of wages while welding. If certified welders are required on any job, the Employer shall assume all costs for such certification.

B. Definitions:

W	Wages	
H	Health Fund	See Article X
P	Pension Fund	See Article X
A	Annuity Fund	See Article X
NECTF	New England Carpenters Training Fund	See Article XII
NECLMP	New England Carpenters Labor Management Program	See Article XIII
IAF	Industry Advancement Fund	See Article XIV
CITF	Carpenters International Training Fund	
VAC	Vacation Fund- Deduction from net wages	
WORK ASSMNT	Work Assessment/Dues Check off-Deduction from net wages	
UBC DUES	Dues check-off to the UBC	

C. Vacation

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

D. Allocation to Fringes

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

Section 2. Overtime

A. Lunch Period

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

B. Notification of Overtime

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

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

C. Equal Distribution

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

Section 3. Carpenters are to be paid weekly, including receipts, and in no case shall more than three (3) day's pay be withheld. Carpenters are to be paid on the job during working hours. Payment may be made by company payroll check or direct deposit no later than Wednesday, or on Thursday with mutual consent, of each week. Payment may be made on Thursday when a holiday falls on a Monday. 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.

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, the pay envelope or electronically the following information:

Name of Employer-Name or Identification of Employee-number of hours worked-Social Security deduction-Federal withholding deduction-State withholding deduction-TDI deduction-Net pay of Employee- Dates covered by pay.

Failure to deduct and remit to the proper agency, all RI Taxes (including TDI and RI Unemployment) will result in a grievance and possible penalties.

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. Carpenters will not be required to take physicals. 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 OSHA10 certification.

Section 4. Drug testing of carpenters will be implemented on projects when required by either the owner or the contractor but only to the extent allowed by the State of Rhode Island laws. A member contractor must send a request to perform drug testing in writing for a specific project to the Carpenters Union for

their concurrence. The Union's concurrence will not be unreasonably withheld. The testing procedures/process will be mutually agreed to by both parties.

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 of the following week.

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 X

Dues Assessment

Section 1. The employer shall deduct 2.5% of the total package from the pay of each individual carpenter (or any other amount subsequently and lawfully decided) for each hour worked by each carpenter working within the territorial jurisdiction of this Agreement. The employer shall deduct 2.5% of the journey person's total package from each foreman or superintendent as dues assessment for each hour worked for each foreman or superintendent that is a member of the UBC. On overtime work the 2.5% deduction shall be calculated at the straight time rate. In addition, there will be an additional five cent (\$.05) work assessment, allocated to the UBC, by all carpenters working under the Agreement.

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

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

Section 4. All Carpenters shall fill out and sign a permanent Dues Assessment Authorization card which will remain on file, at the Union office, and in effect until revoked in writing to the Union.

ARTICLE XI

Fringe Benefit Fund and Other Payment Provisions

Section 1. The Electronic Receipt Program will cover the total cost of all fringe benefits. There shall be no lost time in wages to employees withdrawn from an Employer who is delinquent in filing reports to the Funds, provided the withdrawal of employees is authorized by the Board of Trustees of the Funds. The Electronic Receipt Program shall be mandatory, and all carpenter employees shall participate. No wages shall be paid in lieu of benefits. The Electronic Receipt Program will be administered by the Connecticut Carpenters Funds in Hamden, CT.

The Vacation Fund/PAC amount of sixty-five cents (\$.65), the five cents (\$.05) work assessment allocated to the UBC and the Dues Check-off amount equal to 2.5% of the total package per hour are to be deducted from the carpenter's net pay as these three contributions are taxable income.

The vacation portion will be mailed to each carpenter every year on a date determined by the Trustees provided the carpenter has a Vacation/PAC Authorization form on file.

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

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

- New England Carpenters Health Benefits Fund (H)
- New England Carpenters Pension Fund (P)
- Southern New England Carpenters Annuity Fund (A)
- New England Carpenters Training Fund (NECTF)
- Carpenters International Training Fund (CITF)
- New England Carpenters Labor Management Program (NECLMP)

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

- Rhode Island Industry Advancement Program (IAF)
- New England Carpenters Vacation Fund (V)
- NERCC Dues Check-off Deductions, including UBC allocation (D)

Section 3. Violation of Agreement- Failure to contribute to these Funds shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to these Fund 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 the annual rate of 10% from the date when payment was due to the date when payment was made. If legal action is necessary the Employer shall be liable for, in addition to delinquent payments due, twenty percent (20%) liquidated damages, reasonable attorney's 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 the pertinent payroll records of any Employer, including, but not limited to, all quarterly and yearly payroll tax returns, payroll listings, payroll records, individual earning records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the Trustees of the funds in their sole discretion. Such examinations may be implemented by the trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds. In the event that the Funds or their representatives shall incur attorney's fees or other expenses in order to enforce the Fund's right to audit the records of any Employer, such attorney's 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. If any contractor refuses to cooperate with an audit request there will be a total loss of mobility until the audit is completed.

Section 6. Benefits- The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement.

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

Section 8. Notwithstanding any other provisions of this Agreement, for the purpose of the provisions of this Article XI, Fringe Benefit Fund and Other Payment Provisions, and other provisions of the Agreement regarding contributions by the Employer to the Rhode Island Carpenters Benefit Fund (hereinafter "RICBF") 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 RICBF as Carpenter Superintendents, 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 RICBF on behalf of those employees in accordance with this Section 8. The "Carpenter Superintendents, Estimators 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 are 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 2 of this Article XI 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 2 of this Article XI. This includes the Health Benefits, Pension, Annuity, Apprentice and Training, NECTP, Vacation, Scholarship, 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 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 RICBF 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 RICBF described in this Agreement shall be 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 RICBF on behalf of such employee, the obligation to contribute to the RICBF 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 that employee returns to covered employment.

ARTICLE XII
New England Carpenters Training Fund

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

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

Section 3. Both parties agree to comply with the Standards of Apprenticeship as established by the New England Carpenters Training Fund for the training of apprentice carpenters as applicable under this Agreement. OSHA-10 certification cards are mandatory for all employees. All apprentice training will be performed at the New England Carpenters Training Center in Millbury.

Section 4. The basic hourly rate for Carpenters Apprentices indentures before October 1, 2017 shall be percentages listed in the following schedule to be applied to the Journeyman Carpenter basic wage rate:

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

Section 4A. For apprentices indentured on or after October 1, 2017, the wage rate schedule shall be:

First year	45%
Second year	55%
Third year	70%
Fourth year	80%

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

All advancements must be verified by the JATC in writing.

All third and fourth year apprentices will receive journeyman receipts. All first and second year apprentices will receive an annuity in addition to the health, apprenticeship, IAF, CLMP, and national funds.

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

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

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

Section 8. There will be a mandatory training program established which will be funded at the rate of \$.05 per hour by all carpenters paid by the Employer. 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/AED 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. 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). Completion of the mandatory training program, prior to June 4, 2017, is required as a condition of employment for all carpenter employees, including foremen, and the Employers must implement the mandatory requirement in a fair and non-discriminatory manner.

Section 9. The Employer agrees to employ only forepersons and journeypersons that are INSTALL certified by June 2, 2019 provided all appropriate arrangements can be made available by the New England Carpenter's Training Center. INSTALL Certification only applies to members installing carpet or resilient tile.

ARTICLE XIII

The New England Carpenter Labor Management Program

Section 1. Purpose- The New England Carpenters Labor Management Program was established By an appropriate Agreement and Declaration of Trust, pursuant to Section 302 (c) of the National Labor Relations Act, as amended. The purpose of the Program (Fund) is to provide labor management assistance

and service to any participant employer or labor organizations; promote the general welfare of employers and their employees in the construction industry; seek and improve harmonious relationship between labor and management in the construction industry; demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; and maintain an appropriate educational program to further educate the members of the labor organizations in methods and means to obtain the goals established by the Program (Fund); and engage in problem-solving efforts in mutual interests of labor and management in the construction industry.

Section 2. Trustees- This Fund shall be administered by an equal number of trustees appointed by and representing the Union and the Associations- Associated General Contractors of Massachusetts; Building Trades Employers' Association of Boston and Eastern Massachusetts; Construction Industries of Massachusetts, Labor Relations Division; Associated General Contractors of Rhode Island-Labor Division; Construction Industries of Rhode Island; Building Trades Employers' Labor Policy Division of the Construction Industry Association of Western Massachusetts, Inc; AGC/CCIA Building Contractors Labor Division of Connecticut, Inc.; Northeast Flooring Contractors Association Inc.; and The Foundation and Marine Contractors Association of New England.

Section 3. If on a particular project an Employer is not required to make contributions to the New England Carpenters Labor Management Program and of the Employer decides not to make contributions in the amount set forth in this Agreement to the Carpenters Labor Management Program, the Employer shall be required to make contributions in that amount as an additional payment to the New England Carpenters Training Fund.

ARTICLE XIV **Industry Advancement Program**

Section 1. The parties hereby agree that each Employer who has entered into the terms of this Agreement, by virtue of the execution hereof or an association having his authorization thereof, shall contribute twenty-five cents (\$.25) for each hour worked by an employee under the terms of this Agreement to a Fund known as "The Rhode Island A.G.C. Industry Advancement Fund".

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

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

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

Section 5. Documentation of Expenses- Upon request from the Union the Association will allow review of any expenditures.

ARTICLE XV
Delinquent Payments

Section 1. Subcontractor Delinquency- Upon written notification from a NASRCC Council Representative or the RI Benefit Fund office that a subcontractor is delinquent in payment to the Funds provided in this Agreement, the general contractor, construction manager, program manager or any other type of entity signatory to this Agreement shall assist the Union in collecting these funds for that specific job to the extent that subcontractor fund are legally available and in hand.

At the pre-job conference or follow-up meeting, the NASRCC Council Representative will specifically identify to the general contractor, construction manager, program manager or any other type of entity signatory to this agreement any subcontractor to be utilized on the project who is delinquent in payment to the Funds provided for in this Agreement. The General Contractor shall pay delinquent subcontractors by issuing a two-party check to the subcontractor and the RI Carpenters Benefit Funds for any delinquent subcontractor upon written request for this procedure from the Union or the Funds.

Section 2. No Receipts-No Carpenters. In the event an Employer fails to make current payment to the Funds, the Union shall have the right to strike said Employer after giving forty-eight (48) hours written notice to all signatory contractors on the project and any employees removed for this reason, shall be paid for their lost wages, up to a maximum of ten (10) days. Payments must be brought current before said Employer may resume any work covered by this Agreement.

Section 3. If an Employer that has a history (two weeks in any one calendar year) of being delinquent in making its employee benefit contributions to NASRCC Council Representative may invoke its right to strike and its right to terminate this Agreement upon forty-eight (48) hours written notice by fax and/or certified mail notice.

ARTICLE XVI
Stewards Clause

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

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

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

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

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

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

ARTICLE XVII

Foremen

Section 1. Subject to the provisions of Article III of this Agreement, all foremen of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America, and be competent to properly handle the men and work and shall receive a minimum of 10% more per hour than the journeyman's rate. No foreman shall be paid a wage rate less than the rate paid to any journeyman carpenter on that job.

Section 2. In any given week, all Foremen shall be guaranteed a minimum forty (40) hour week at the regular foreman wages and benefits providing said foreman is available and willing to work.

Section 3. The direction of all carpenter work shall be performed by a Carpenter Foreman holding membership with the United Brotherhood of Carpenters. If there are two or more on a job, one must be declared the foreman and paid as such. At the discretion of the contractor, additional foremen may be assigned to the project.

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

ARTICLE XVIII

Lockers, Tools, Safety Regulations

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

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

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

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

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

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

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

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

The Union and the Employers will work through a subcommittee to develop a state-wide safety program.

The employee shall wear all safety equipment required by the employer 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 being discharged or laid off.

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

ARTICLE XIX

Conditions of Employment

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

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

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

The cost of any safety, security or E-Verify programs shall be borne by the Employer.

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

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

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

Section 5. There shall be no lost time on the day of an 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 three (3) hours at his or her normal straight time rate of pay and benefits unless a longer period of time has been previously agreed to by his or her Employer. The Carpenter is entitled to obtain a second opinion from his/her own doctor.

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

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

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

Section 9. During the morning work hours, at a mutually agreed upon time, one employee shall obtain coffee in properly covered containers, provided it is readily available at the job sites, for each employee

who desires it at his/her own expense. During the afternoon hours, between the end of lunch and the conclusion of the eight (8) hour shift, there will be a ten minute coffee break at a time designated by the Employer.

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

Section 11. No carpenter shall be discriminated against because of age, race, color, religion, sex, or national origin. The Union recognizes the obligations which have been or may be imposed upon the Employers relative to equal employment and non-discrimination, and the Union agrees that it will assist the Employers in meeting these obligations under plans which have been jointly accepted by the parties where such plans are in existence, and in other areas under requirements of awarding authorities and owners as long as the proposed goals do not exceed the minority population ratio levels of the city, town standard metropolitan statistical area in which the project is located.

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

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

ARTICLE XX **Special Conditions**

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

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

ARTICLE XXI **Discharge**

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

Section 2. At the time of a carpenter's termination, he/she shall be paid off in full, including all fringe benefit receipts, for all hours worked. If no cash or check is at hand at the time, he shall receive an office

order good for one hour's pay in excess of the actual time worked, to enable him/her to go to the office of the Employer to secure his wages, in cash or check. Failing to secure his/her wages and/or benefit receipts, he shall be entitled to payment of a penalty of eight hours wages and benefits except on Block Island.

ARTICLE XXII
Fund Reports

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

ARTICLE XXIII
No Strike or Lockout Clause

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

- 1) Failure of the Employer to provide Workers' Compensation coverage
- 2) Failure of Employer to pay Unemployment contributions.
- 3) Failure of Employer to make contributions to any of the Funds provided herein.
- 4) Refusal of either party to submit to arbitration in accordance with Article XXV or failure on the part of either party to carry out the arbitration award.
- 5) The failure of the Employer to pay wages provided herein.

ARTICLE XXIV
Breach of Agreement

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

ARTICLE XXV
Grievance and Arbitration

Section 1. It is in good faith intention of the parties hereto that, by the execution of this Agreement, industrial peace shall be brought about and that the Union and Employer shall cooperate to the end that work may be done efficiently and without interruption.

Section 2. If any difference of opinion or dispute should arise between the parties as to the interpretation or application of this Agreement, a complaint will be made by the aggrieved party within 14 days. In each case, the first attempt at settlement shall be made between the Business Manager of the Local Union and the Contractor-Employer or his representative.

Section 3. Disputes which cannot be adjusted between the Contractor-Employer and the Local Union with forty-eight (48) hours after they arise shall be referred to the Labor Relations Division of the Associated General Contractors of Rhode Island, Inc. and the Rhode Island Carpenters Local Union 94 & the North Atlantic States Regional Council of Carpenters. 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 2 members from the Association to whom will be referred any grievance involving an interpretation of this contract including grievances concerning contractors who are not members of the Associations. Association members shall have the option of waiving the joint board step and proceeding directly to the American Arbitration Association. The board shall meet to consider and act on the matter within 3 days, and the decision of the board shall be final and binding on both parties.

Section 4. The board shall make its decision within Seventy-two (72) hours. In the event of a failure to hold a 2-2 board hearing within Ten (10) days from the filing of the grievance or the failure of the board to arrive at a solution, the case will be referred to arbitration in accordance with Section 5.

Section 5. Arbitration Procedure -The party submitting the issue to arbitration shall notify the other party at once in writing. Work is to be continued during arbitration. Both parties to this Agreement agree to settle all disputes, except as otherwise provided herein. An Arbitrator shall be appointed by the American Arbitration Association, and the arbitration will be conducted under the voluntary labor arbitration rules of the American Arbitration Association. The Arbitrator shall not have the power to amend, add to or alter the provisions of the Agreement, and his decision will be final and binding on both sides. The cost of the arbitration shall be borne equally by both parties.

Section 6. Nothing contained herein shall require a Local Union to process an employee grievance which, in its opinion, would be without merit, and no employee shall have the right to arbitrate his grievance should the Union deem it without merit.

Section 7. It is agreed that there shall be no lockouts by the Employer, nor any strikes or stoppage of work by the Union except for nonpayment of wages, including contributions to the Health, Pension, Annuity, and Training Funds.

ARTICLE XXVI

Saving Clause

Should any part or any provision herein contained be rendered or declared invalid or amended by reason of any existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation or amendment of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to re-negotiate such parts or portions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXVII

Pre-Job Conference

Any Employer, prior to the starting of work, shall contact the local NASRCC 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 all parties proper knowledge in order to perform said work in an efficient workmanlike manner.

All Employers must notify the local NASRCC Representative at least two (2) weeks prior to the start of any work covered by this Agreement. Failure to hold a pre-job conference or to notify the Union will result in the loss of mobility to the offending employer per Article V of the Agreement.

ARTICLE XXVIII
Applicability of Agreement

Section 1. All work in Massachusetts, Connecticut, Maine, New Hampshire and Vermont shall be performed in accordance with the terms and conditions of the local area Agreement of the Carpenters Local Union in the area where the work is performed, all millwright, and wood frame work in the 6 New England states shall be performed in accordance with the terms and conditions of the Local 1121 and Local 723 agreements, all piledriving and floorcovering work in Massachusetts shall be performed in accordance with the terms and conditions of the Local 56 and Local 2168 agreements and all road building work in Rhode Island shall be performed in accordance with the terms and conditions of the NASRCC/CIRI Agreement.

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 and individual job basis to mutually agree on ways to enable the Union Employers to be more competitive with non-union Employers. The parties recognize the threat of unfair competition in certain areas and types of work from contractors who do not conform to the standards provided in this collective bargaining agreement. In order to address that problem, the Employer may request relief from certain provisions of this collective bargaining agreement. The Employer may 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 relief. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement except by mutual agreement of the parties. It is further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant, and that the Employer will not abuse this procedure. Relief granted under this section shall not constitute a violation of the favored nation's provisions of Section 4 of this Article.

Section 2. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows; if and when the Employer performs any job site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly, a significant degree of ownership, management or control the terms and conditions of this Agreement shall be applicable to all such work.

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

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

The Union further agrees that it will not enter into any side letter agreements that contain more favorable terms than those contained in this Agreement without offering those same terms to the parties to this Agreement. If any project labor agreement contains more favorable terms, those terms will be offered to all contractors working on that project.

ARTICLE XXIX
Construction Manager/Program Manager

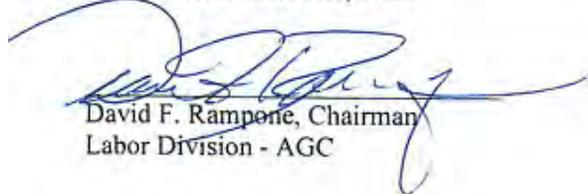
Whenever any signatory contractor performs work as a management consultant, construction manager, program manager, developer, owner/builder or solicits bids from sub-contractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, with respect to all jobsite work, including but not limited of 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 neither manages and/or coordinates the construction contracts or construction work, nor selects 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 relation whether it manages and/or coordinates contracts or work or selects subcontractors.

ARTICLE XXX
Expiration Provision

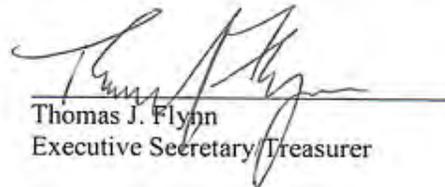
This Agreement will expire on June 5, 2023 except that if neither of the parties identified on page 3 of this Agreement gives notice in writing to the other party between February 1, 2023 and April 1, 2023 that it desires a change after June 5, 2023 then this Agreement will continue in effect until June 1, 2024 and so on each year thereafter unless on or before June 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 employer gives notice between February 1, 2023 and April 1, 2023, they are bound to the successor to this Agreement for its full term.

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



David F. Rampone, Chairman
Labor Division - AGC

**NEW ENGLAND REGIONAL COUNCIL
OF CARPENTERS**



Thomas J. Flynn
Executive Secretary/Treasurer

APPENDIX I

Pile Driver

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

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

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

Caissons when driven.

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

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

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

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

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

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

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

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

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

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

APPENDIX II
Jurisdiction

- A. **Designated Stockpile:** Material shall be unloaded and taken into a designated stockpile within a room, corridor, or specified area within the proximity of the point of installation. Designated stockpiles may include several stockpiles within these areas as directed by the Employer.
- B. **Contractor Preference:** The definition of Contractor Preference is the work shall be assigned by the contractor performing the work in question only.
- C. **Mechanical Fasteners:** Refers to nails, screws, nuts bolts, drop-in anchors, and/or similar fastening devices, mechanical fasteners do not include bailing wire, tie wire, plastic wire ties, or any other banding type items.

WORK ASSIGNMENTS:

- 1. **DRYWALL STUDS** and **RELATED MATERIAL** shall be unloaded and taken to the designated stockpiles by the **LABORER**.
- 2. **METAL DOORS** and **FRAMES** shall be unloaded and taken to the designated stockpiles by a **LABORER**.
- 3. **ROUGH CARPENTRY** shall be unloaded and taken to the designated stockpiles by the **LABORER**.
- 4. **ALL FINISH HARDWARE** shall be unloaded, inventoried, and installed by the **CARPENTER**.
- 5. The **UNLOADING** and **INSTALLATION** of all flooring materials (wood, Parquet, metal, cork, asphalt, ect, carpet, linoleum, rubber base, mastic, and glues ect.) the final floor preparation shall be performed by the **CARPENTER**.
- 6. **WOOD DOORS** and **FRAMES** shall be unloaded and installed by the **CARPENTER**.
- 7. **APPLIANCES** (stoves, refrigerators, microwaves, washers, dryers, and televisions) shall be unloaded and placed in its final location by the **LABORER**.
- 8. **DEMOUNTABLE PARTITIONS**
 - a) Operable Partitions are related components shall be unloaded and installed by the **CARPENTER**.
 - b) Office Cubicles/Work Stations and related components shall be unloaded and distributed by contractor preference. Assembly and installation shall be performed by the **CARPENTER**.

9. **SIDEWALK FORMWORK-** (within the building property lot lines) shall be performed by the **CARPENTER**.
10. **DUCT BANKS FORMWORK-** (within the building property lot lines) When any reinforcing steel is involved, mesh, rods or fabricated forms are used, the formwork shall be performed by the **CARPENTER**. The stripping shall be based on job expediency **as determined by the Employer**. Duct banks/thrust blocks formwork and stripping not requiring nailing or screwing may be performed by the Laborer or the Carpenter **as determined by the employer**.
11. **STRIPPING AND DISMANTLING** of Concrete Forms
 - a. **FORMS:** Stripping of concrete forms shall be performed by a 50/50 **composite crew of Carpenters and Laborers**.
 - b. **GANG FORMS**
 - i. **Carpenters** assemble, disassemble, set, release and fly. **Laborers** receive for scraping, cleaning, and oiling
 - ii. Final Strip: **Carpenter** releases and disassembles forms.
 - iii. Final disassemble of a gang form system:
 - a) **Carpenter** shall disconnect all form hardware.
 - b) **Laborers** shall collect and sort all form hardware.
 - iv. All forms will be stacked and loaded out by **Laborers**.
12. **POWER TOOLS-** The trade responsible for the distribution and collection of electric cords, power saws, drills and other tools owned by contractor shall be based on job expediency **as determined by the employer**.
13. **The UNLOADING** of the following items:
 - a. **Seating** shall be unloaded and installed by the **Carpenter**.
 - b. **Acoustical Tile** shall be unloaded by **Contractor Preference**.
 - c. **Furniture** (Including but not limited to beds, tables, chairs, desks) requiring no assembly or mechanical fastening shall be unloaded and put in place by **Contractor Preference**. Furniture requiring assembly or mechanical fastening shall be unloaded and installed by **Carpenters**.
 - d. **Cabinets** (protected /unprotected) requiring mechanical fastening shall be unloaded and **installed by the Carpenters**. Cabinets that do not require any mechanical fastening shall be unloaded and put in place **by Contractor Preference**.

- e. **Office Furniture** requiring no assembly or mechanical fastening shall be unloaded and put in place **by Contractor Preference.** Office Furniture requiring assembly or mechanical fastening shall be unloaded by **Carpenters** and installed by **Carpenters.**
- f. **Laboratory Furniture** requiring mechanical fastening shall be unloaded and installed **by the Carpenter.** Laboratory furniture that does not require any mechanical fastening shall be unloaded and put in place by **Contractor Preference.**
- g. **Store Fixtures** shall be unloaded and taken to its designated location by the **Carpenter.**
- h. **Shelving** shall be unloaded and taken to its designated location by the **Carpenter.**

14. **WEATHER PROTECTION**

- a. The installation of any weather protection that require fabrication and/or assembly and mechanical fastening shall be performed by the **Carpenter.**
- b. The installation of any weather protection that requires hanging or draping shall be performed by the **Laborer.**
- c. The distribution, removal and storage of weather protection shall be performed by the **Laborer.**

15. **SCAFFOLDING**

- a. The erection of scaffolding up to and including 14'-0 in height shall be based on job expediency as **determined by the employer.**
- b. When scaffolding is erected for a mason's exclusive use, the scaffold will be erected and tied into a building or structure by the mason contractor's **Laborer's** regardless of height.
- c. In the event of scaffolding is to be used by multiple trades, scaffolding over 14'-0 will be erected by the **Carpenter** with the **Laborer** tending. Tying the scaffolding to a building or any structure shall be performed by the **Carpenters** with the **Laborer** tending.
- d. Dismantling of scaffolding shall be based on job expediency as **determined by the employer.**
- e. The **Laborer** shall stack and load out all material.

16. **RUNNING TRIM**

- a. **Definition:** shall be wood or manmade material, plastic fiberglass, etc..., finished, or unfinished. Section of running trim are shown in the "Architectural Graphic Standards" any edition, under Architectural Woodwork.

- b. Running trim shown in the section of the Graphic Standards shall be unloaded by the **Carpenter.**