

**UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA  
WOOD FRAME CONSTRUCTION  
AGREEMENT**

**FOR**

**CONNECTICUT, MASSACHUSETTS, MAINE, NEW HAMPSHIRE,  
RHODE ISLAND AND VERMONT**

**BETWEEN**

**LOCAL UNION 723, AFFILIATED WITH  
THE NORTH ATLANTIC STATES REGIONAL COUNCIL OF  
CARPENTERS UBCJA**

**AND**

**THE CARPENTERS EMPLOYERS' ASSOCIATION OF NEW ENGLAND**

**AND**

**THE LABOR RELATIONS DIVISION OF THE ASSOCIATED GENERAL  
CONTRACTORS OF MASSACHUSETTS**

**EFFECTIVE: APRIL 1, 2020  
EXPIRES: SEPTEMBER 30, 2023**

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## **AGREEMENT**

**AGREEMENT** as entered into on this first day of April, 2020 by and between the Carpenters Employers Association of New England and the Labor Relations Division of the Associated General Contractors of Massachusetts on behalf of such members as may from time to time authorize the same to be done and such other Employer who assents to its provisions (hereinafter the "Employer") named below and Local Union 723, United Brotherhood of Carpenters & Joiners of America, affiliated with the North Atlantic States Regional Council of Carpenters of the United Brotherhood of Carpenters & Joiners of America (hereinafter the "Union"), 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.

Whereas the parties hereto agree that harmonious relations and intelligent working arrangements are essential to an equitable relationship between Employers 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 them, their successors, and assignees, and be it further agreed that the Employer agrees that it will not subcontract any work covered by this Agreement which is to be performed on the jobsite, 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.

## **ARTICLE I Recognition**

This Agreement shall cover the following aspects of carpenter work:

All aspects of carpentry work on new wood-frame structures without regard to whether it is for residential use.

On projects consisting of light gauge structural metal framing, allowed under the Massachusetts Residential Building Code, the 723 rates will apply to all aspects of carpentry work. Such structures shall not exceed 85 feet above the grade plane.

## **ARTICLE I (A) Standard Construction Agreement**

On jobsites involving other types of building and construction, carpenter work shall be performed under the various standard construction contracts between contractor associations and carpenter locals throughout Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, and Vermont.

## **ARTICLE II Union Security**

**Section 1.** The Employer agrees that all employees covered by this agreement shall, as a condition of employment, become and remain members of the Union in good standing.

**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. Failure to terminate will

subject the Employer to damages for lost wages and benefits for each hour worked by the non-member after receipt of notification in writing.

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

### **ARTICLE III Jurisdictional Area**

The terms of this Agreement shall apply in all six New England states.

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

**Section 1.** Eight (8) hours shall constitute a day's work performed between the hours of 6 AM and 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday. The Employer shall set the starting time. Once the starting time has been established, it can only be changed by mutual agreement between the Employer and the Union.

**Section 1A.** Notwithstanding the above, the Employer may, upon notification of the Union, work four (4) ten (10) hour days, Monday through Thursday at straight time. On weeks that a recognized holiday is celebrated any work performed after 32 hours in the week will be paid at time and one-half rates. In the event there is lost time during the (4) day work week for any reason beyond the Employer's control, including inclement weather or equipment breakdowns, then Friday may be worked as a make-up day at straight time.

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

**Section 3.** When an Employer wishes to work carpenters for a second or third shift period, the Employer shall notify the Union at least twenty-four (24) hours prior to starting of 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) period, carpenters will not be permitted to work more than one shift in any one (1) work day.
- B. All employees on shift work shall receive a full normal workday's pay.
- C. Seven and one-half (7 ½) hours work shall constitute the shift work period during the second shift. The second shift shall begin within one-half (½) 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 (½) hour of the end of the second shift period. There shall be a one-half (½) hour lunch period at the mid-point of the second and third shift. Employees shall be paid eight (8) hours pay for working on the second and third shifts.
- D. No shift work will be permitted for less than (2) consecutive regular workdays.
- E. On public projects where the awarding authority requires the contractor to work hours other than the regular work hours set forth in this agreement, employees may be assigned to work these hours at eight (8) hours straight time.

## **ARTICLE V**

### **Holidays**

**Section 1.** The legal holidays to be observed are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas. All work performed on these days is to be paid at the overtime rate. Add the following legal holidays: in Massachusetts and Maine, Patriots Day; in Rhode Island, V-J Day; and in Connecticut, add Good Friday.

**Section 2.** The holidays named in Section 1 shall be observed on the day designated by the respective state governments.

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

**Section 4.** The above are the only-holidays recognized under this Agreement. Should any Employer observe any other holiday(s) by shutting down the job on said day(s), each Carpenter employed on that job, who cannot be employed elsewhere by the Employer on such a day, shall be paid eight (8) hours pay for that day. Such alternate employment will be equally divided among the carpenters on the job.

**Section 5.** The Union and the Employer agree that the workday following Thanksgiving, Christmas, and New Year's Day are regular workdays under this Agreement, and work shall be scheduled on those days unless the Employer obtains the prior agreement of the Council Representative or a majority of the carpenters on the jobsite indicate that they prefer not to work on any one of the days in this section.

**Section 6.** Where an Employee observes Martin Luther King Day as an unpaid Holiday, he or she shall not be discriminated against.

**Section 7.** Carpenters who utilize sick time earned, pursuant to State Law shall be paid at their regular straight time rate of pay without fringe benefits regardless of the day of the week taken.

**ARTICLE VI**  
**Wages, Overtime and Other Payment Provisions**

**Section 1. Wages**

The rate of wages per hour for all carpenters covered by this Agreement working within the territorial jurisdiction of this Agreement as outlined in Article III shall be as follows:

**Zone 1 shall consist of the following:**

City of Boston including the neighborhoods of (Allston, Brighton, Back Bay/Beacon Hill, Charlestown, Chinatown, Dorchester, East Boston, Hyde Park, Jamaica Plain, Mattapan, Mission Hill, North End, Roslindale, Roxbury, South Boston, South End, West Roxbury and the islands in Boston Harbor); and the City of Cambridge

Effective April 1, 2021, the city of Somerville becomes a part of Zone 1. All projects commencing before April 1, 2021 shall be at the Zone 2 rate for the duration of the project. All projects commencing after April 1, 2021 shall be at the Zone 1 rate.

**Zone 2 shall consist of the following cities and towns:** Braintree, Brookline, Chelsea, Dedham, Everett, Lexington, Malden, Medford, Milton, Newton, Quincy, Waltham, Watertown and Weymouth

**Zone 3 Shall consist of:** the remainder of the Massachusetts, Connecticut, New Hampshire, Maine, Rhode Island and Vermont.

**Wages Zone I**

| Date   | Total   | Wage    | Health | Pen    | Ann.   | NASCTF | CLMP   | CITF   | VAC    | Work Assess |
|--------|---------|---------|--------|--------|--------|--------|--------|--------|--------|-------------|
| 4/1/20 | \$50.10 | \$32.64 | \$7.21 | \$3.80 | \$5.00 | \$0.70 | \$0.65 | \$0.10 | \$0.43 | \$1.30      |

The Lull operator shall receive \$1.00 over the journeyman rate.

|          |         |                          |
|----------|---------|--------------------------|
| 04/01/21 | \$50.75 | (\$0.65 to be allocated) |
| 10/01/21 | \$51.35 | (\$0.60 to be allocated) |
| 04/01/22 | \$52.00 | (\$0.65 to be allocated) |
| 10/01/22 | \$52.60 | (\$0.60 to be allocated) |
| 04/01/23 | \$53.25 | (\$0.65 to be allocated) |

**Zone 1:** Apprentice wage rates will be in accordance with the ratios in Article IX, section 4(a).

1<sup>st</sup> year apprentice contributions for NASCTF will be \$.35 and CLMP \$.10, thereafter the contributions will be the same as journeypersons.



Annuity fund contributions for Zone 1 apprentices shall be as follows:

|                      |        |
|----------------------|--------|
| 1 <sup>st</sup> year | \$0.00 |
| 2 <sup>nd</sup> year | \$2.00 |
| 3 <sup>rd</sup> year | \$3.00 |
| 4 <sup>th</sup> year | \$4.00 |

There will be no pension contributions for apprentices in the first and second years. Pension contributions shall be the same contribution as journeypersons for third and fourth years.

**Wages Zone 2**

| Date   | Total   | Wage    | Health | Pen    | Ann    | NASCTF | CLMP   | CITF   | VAC    | Work Assess |
|--------|---------|---------|--------|--------|--------|--------|--------|--------|--------|-------------|
| 4/1/20 | \$40.50 | \$27.12 | \$7.21 | \$3.80 | \$2.00 | \$0.10 | \$0.17 | \$0.10 | \$0.43 | \$1.06      |

The Lull operator shall receive \$1.00 over the journeyman rate.

|          |         |                          |
|----------|---------|--------------------------|
| 04/01/21 | \$41.25 | (\$0.75 to be allocated) |
| 04/01/22 | \$42.00 | (\$0.75 to be allocated) |
| 04/01/23 | \$42.35 | (\$0.35 to be allocated) |

**Zone 2:** Apprentice wage rates will be in accordance with the ratios in Article IX, section 4(a).

Annuity fund contributions for Zone 2 apprentices shall be as follows:

|                      |        |
|----------------------|--------|
| 1 <sup>st</sup> year | \$0.00 |
| 2 <sup>nd</sup> year | \$2.00 |
| 3 <sup>rd</sup> year | \$2.00 |
| 4 <sup>th</sup> year | \$2.00 |

There will be no pension contributions for apprentices in the first and second years. Pension contributions shall be the same contribution as journeypersons for third and fourth years.

**Wages Zone 3**

| Date   | Total   | Wage    | Health | PEN    | ANN.   | NASCTF | CLMP   | CITF   | VAC    | Work Assess |
|--------|---------|---------|--------|--------|--------|--------|--------|--------|--------|-------------|
| 4/1/20 | \$35.04 | \$22.66 | \$7.21 | \$3.80 | \$1.00 | \$0.10 | \$0.17 | \$0.10 | \$0.43 | \$0.93      |

The Lull operator shall receive \$1.00 over the journeyman rate.

|          |         |                          |
|----------|---------|--------------------------|
| 04/01/21 | \$35.54 | (\$0.50 to be allocated) |
| 04/01/22 | \$36.04 | (\$0.50 to be allocated) |
| 04/01/23 | \$36.54 | (\$0.50 to be allocated) |

**Zone 3:** Apprentice wage rates will be in accordance with the ratios in Article IX, section 4(a).

There will be no Annuity fund contributions for Zone 3 apprentices.

There will be no pension contributions for apprentices in the first and second years. Pension contributions shall be the same contribution as journeypersons for third and fourth years.

### **Minimum Wage / Prevailing Wage Clarification**

No employee covered by this Agreement shall be paid at a wage rate less than that provided be applicable federal, state, or local minimum wage laws. In the event that applicable federal, state or local law requires that an employee covered by this Agreement be paid at a higher rate than the rate provided by this Agreement, the any such employee shall be paid at the rate required by applicable law.

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

On prevailing wage rate jobs, where there is a scheduled contractual wage increase that has not been included in the prevailing wage rates provided to all bidders, the Employer shall be permitted to work at the posted wage rate for a period not to exceed twelve (12) months from the date the project is bid; provided, however, that the Employer shall be required, regardless of the posted rate, to pay the contractual rate for all fringe benefits.

## **Section 2. Overtime**

### **A. Work Outside the Regular Work Day.**

Work performed after ten (10) hours in one day or after forty (40) hours in one week shall be paid for at the overtime rate of time and one-half (1½) the basic wage rate.

Work on Saturdays in Zone 1 and Zone 2 shall be paid at time and one-half (1½) the basic wage rate.

### **B. Sundays and Holidays**

When it is necessary to work carpenters on Sundays, and holidays, the Employer shall notify the Union. All work on Sundays and holidays shall be at double the employee's basic wage rate.

### **C. Equal Distribution**

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

When the Employer notifies the Union that it intends to work on Saturday, Sunday, or a holiday, it is expected that all employees required to work, will appear prepared for work at the appropriate time. If any employee has a conflict with working on that particular day, that employee must notify the Employer as soon as possible. At the request of the employer, the Union agrees that it will make reasonable efforts to make certain that sufficient personnel will be available to work.

### **Section 3. Pay Checks**

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

When payment is made by check, the Employer shall make suitable provisions locally for cashing of checks without charge to the employee. The Union may require an Employer to pay in cash 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, on 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, net pay of employee and dates covered by pay.

The Employer shall furnish to each employee a statement in writing giving the period of his or her employment and his or her gross earnings upon written request of employee within thirty (30) days. Carpenters shall not be required to fill out any forms except those required by federal and state law, and forms for direct deposit, provided they have a bank account. 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 their pay. In any event, employees shall be required to cash their checks on non-working hours.

#### **Section 4. Waiting Time**

Carpenters who do not receive their pay before the end of their normal workday 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 including benefits.

#### **Section 5. Voluntary Quit**

Carpenters who voluntarily quit are to be paid no later than the first regular payroll day following the week in which the carpenter voluntarily quits.

### **ARTICLE VII Working Dues Deduction**

**Section 1.** The employer shall deduct 2.5 percent of the total package paid to an individual carpenter (or any other amount subsequently and lawfully decided) for each hour worked by each carpenter working within the territorial jurisdiction of this Agreement. The employer shall deduct 2.5 percent of the 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 percent deduction shall be calculated at the straight time rate.

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

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

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

## **ARTICLE VIII**

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

**Section 1.** Trust Agreements and Other Provisions - Each Employer subscribes to and agrees to be bound by the provisions of the various Agreements and Declarations of Trust, as originally adopted and as amended from time to time, including successor funds and name changes, referred to herein as "The Funds" and ratifies and approves all actions of the Trustees within the scope of said Trust documents of the Funds:

- New England Carpenters Health Benefits Fund (H/B)
- New England Carpenters Pension Fund (P)
- New England Carpenters Guaranteed Annuity Fund (A)
- North Atlantic States Carpenters Training Fund (NASCTF)
- North Atlantic States Carpenters Labor Management Program (NASCLMP)
- Carpenters International Training Fund (CITF)

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

- Working Dues Deduction (D)

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

remit all benefit contributions to the funds using the “Point, Click, Remit Program” (Employer self-service portal).

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

**Section 3.** Violation of Agreement - Failure to contribute weekly on all employees to these Funds shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to these Funds be made on a current basis by all Employers.

**Section 4.** Interest - Any delinquent Employer shall be required to pay to the Funds, interest at a reasonable rate established by the Board of Trustees, from the date when payment was due (payday) to the date when payment was made. Interest will begin to accrue (10) days from the due date and must be paid in full to bring the account current. In order to avoid interest, the work report must be fully and completely paid. Partial payments do not release the work report, and so, the date of a partial payment is not the true payment date. Unpaid interest will be subject to collection policies adopted by the Board of Trustees. If legal action is necessary, the Employer shall be liable for, in addition to delinquent payment and late interest due, twenty percent (20%) liquidated damages, reasonable attorneys’ fees, and any other costs of this action.

**Section 5.** Audit - The Employers shall make all reports on contributions required by the Funds on forms furnished by the Funds or their authorized representatives. The Trustees or their authorized representatives, upon reasonable notice, may examine or in the case of an Employer that does not have an office in New England, receive electronically in a secure form, the pertinent payroll records of any Employer, including, but not limited to all quarterly and yearly payroll tax returns, payroll listings, payroll records, individual earnings records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the Trustees of the funds in their sole discretion. Such examinations may be implemented by the trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds, unless the audit determines that contributions are owed, in which event, the expense of audit may, under rules and regulations adopted by the Trustees of each Fund, be charged against the Employer. If the expense of the audit charged against the Employer is not

paid by the Employer within thirty (30) days after written notice from the Funds, or their authorized representatives, the Funds may take any action, including, but not limited to disallowing any future purchases of fringe benefits and/or, court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and an administration fee at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection of such audit expense, interest and administration fee. In the event that the Funds or their representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

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

**Section 7. New Federal Health Insurance Law** – In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article 26 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 provision of this Agreement, for the purpose of the provisions of this Article 8, Fringe Benefit Fund and Other Payment Provisions, and other provisions of the Agreement regarding contributions by the Employer to the New England Carpenters Central Collection Agency (hereinafter "NECCCA") and for such purpose only, persons in the employ of an Employer who are classified by the Employer in writing on forms supplied by the NECCCA as Carpenter 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 NECCCA 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 working as superintendents or estimators or in other non-carpenter positions and classified by the Employer in writing as such. Contributions for hours worked by

these employees shall be subject to the administrative rules of the individual funds identified in Section 1 of this Article 10 regarding acceptance or return of contributions as each Fund may deem necessary to protect its status for tax purposes, reporting of contributions and auditing of payroll records.

- a. An Employer who chooses to provide coverage to some or all of these employees shall be obligated to contribute to all funds and programs identified in Section 1 of this Article 10. This includes the Health Benefits, Pension, Annuity, Apprentice and Training, NASCTP, Vacation, NASCLMP, and UBC Funds.
- b. A carpenter superintendent, estimator or other non-carpenter employee must be a member of the bargaining unit and working as such.
- c. If a carpenter superintendent, estimator or other non-carpenter employee is paid HOURLY, his/her employer must contribute to all Funds on ALL of his or her hours of work in covered employment. For hourly-paid employees, contributions on non-working hours such as paid vacation are not required.
- d. If a carpenter superintendent, estimator or other non-carpenter employee is paid a SALARY, his/her employer must contribute to all Funds on 160 hours for each calendar month or, for an employer required to contribute weekly, on 40 hours for each week but not more than 480 hours for any calendar quarter. In any case, the maximum payment is 1920 hours a year. It does not matter if the salaried employee works more or less than 160/40 hours, or takes paid vacation or sick time, or works only part of a month/week - payment on the fixed number of hours is required.
- e. It is understood that payment of contributions are not required for superintendents, estimators or office employees who are on Workers Compensation unless such contributions are required by law.
- f. There shall be no duplication of contributions for any hours of employment for any superintendent, estimator, or office employee.
- g. A form provided by the NECCA 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.

Once an employee has been classified in writing by the Employer as a covered superintendent, estimator or non-carpenter employee, or once the Employer has commenced making contributions to the NECCCA on behalf of such employee, the obligation to contribute to the NECCCA shall exist and remain in effect, unless revoked in writing by the Employer. Once an employee's coverage is revoked, contributions cannot be resumed on behalf of that employee.

If the Employer so elects, superintendents, estimators, or any member of management participating in the New England Carpenters Benefit Funds described in this Agreement shall be guaranteed a minimum of 160 hours per month of benefits, subject to the rules of the Funds.

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.

## **ARTICLE IX**

### **Apprentices**

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

**Section 2.** Each Employer shall employ a ratio of at least one apprentice to five journeyman 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 lay off an apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Local Union.

**Section 3.** Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice carpenters as applicable under this Agreement.

**Section 4. (A)** The minimum rate of wages, working dues deduction for all apprentices shall be as follows:

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

In Zone 1 and Zone 2:

|             |     |
|-------------|-----|
| First year  | 50% |
| Second year | 55% |
| Third year  | 70% |
| Fourth year | 80% |

In Zone 3:

|                          |     |
|--------------------------|-----|
| First six-month period   | 60% |
| Second six-month period  | 60% |
| Third six-month period   | 65% |
| Fourth six-month period  | 70% |
| Fifth six-month period   | 75% |
| Sixth six-month period   | 80% |
| Seventh six-month period | 85% |
| Eighth six-month period  | 90% |

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

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

**Section 7.** Laid-off apprentice eligible for unemployment insurance - Contractors who employ apprentices during times when the apprentices must attend school for mandatory apprentice-training sessions shall lay off the apprentices for the period of the training sessions, and they shall report the layoffs as having been taken under the terms of a collective bargaining agreement to attend apprentice training school.

## **ARTICLE X**

### **Delinquent Payments**

**Section 1. Subcontractor Delinquency** - Within seven (7) days of learning that an Employer is delinquent in its employee benefit contributions, the Union or the NECCCA shall notify in writing the Employer and the General Contractor/Construction Manager for whom the Employer is working of the delinquency amount. If the Employer does not pay the delinquency amount within three (3) working days of receipt of the notice or the General Contractor /Construction Manager does not agree, in writing, within three (3) working days of receipt of notification that it will be responsible to the NECCCA for that Employer's employee benefit payments due for work on the General Contractor/Construction Manager's project, the Union shall immediately withdraw all carpenter employees from the Employer on that project.

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

At the pre-job conference or any follow-up meeting, the NASRCC Council Representative will specifically identify to the general contractor any subcontractor to be utilized on the project who is delinquent in the payment of wages or benefits to the Funds provided for in this Agreement.

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

**Section 2. No Stamps - No Carpenters** - In the event an Employer fails to make current payments to the Funds, the Union shall have the right to strike said Employer after giving forty-eight (48) hours' written notice to all signatory contractors on the project, and any employees removed for this reason, shall be paid

for their lost wages, up to a maximum of ten (10) days. Payments must be brought current before said Employer may resume any work covered by this Agreement.

**Section 3.** If an Employer is habitually delinquent in the payment of fringe benefit contributions, the Union or the NECCCA will require the Employer to post a fringe benefit bond in an amount equal to either the average fringe benefit liability for that Employer over the preceding 90 days or double the amount of the maximum contributions the Employer had not paid during its delinquency before furnishing carpenter employees to that Employer. A habitually delinquent is any employer who is delinquent in the payment of contributions to the New England Carpenters Benefit Funds three or more times in a twelve-month period. A habitual delinquent shall also include any delinquent employer who does not bring its delinquent account current by paying all benefits, interest, audit costs, liquidated damages and attorney's fees where applicable. If an Employer has a history of being delinquent in making its employee benefit contributions, the Union may invoke its right to strike and its right to terminate this Agreement upon seventy two (72) hours' written notice by certified or registered mail notice.

## **ARTICLE XI**

### **Stewards Clause**

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

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

make certain that a steward is present when required by this Article. Said steward shall be the only steward on the project and be a working steward. The steward shall be notified twenty-four (24) hours before he 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 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 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 Council Representative.

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

**Section 5.** Employers or their representatives shall inform the stewards of all new carpenters on the project on a daily basis.

## **ARTICLE XII**

### **Foremen**

**Section 1.** Subject to the provisions of Article II of this Agreement, foremen of carpenters shall be members of the United Brotherhood of Carpenters and Joiners of America and be competent to properly handle the men and work and shall receive a minimum of two dollars and twenty-five cents (\$2.25) more per hour than the basic wage rate for journeymen carpenters.

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

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

## **ARTICLE XIII**

### **Lockers, Tools, Safety Regulations**

**Section 1.** The Employer shall furnish separate, adequate locker facilities with heat and light, exclusively for the carpenters, with proper provisions for the

locked storage of the carpenters' personal tools and clothing and with seating facilities for all carpenters during the lunch period.

**Section 2.** All power-driven tools, power-actuated tools, engineers' 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 3.** All power tools or special equipment shall be equipped with all necessary protective devices designed to protect the operator at all times.

**Section 4.** Tools dulled on job and belonging to the carpenter, 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 5.** In the event of loss of tools, the Employer shall be responsible for the actual fair-replacement value of the tools and/or personal property so lost, but for not more than, the sum of \$600 for each carpenters if the work is at the rough stage, and for not more than \$700 for each carpenter if the work is at the finish stage. Upon request, the Carpenter shall provide an inventory of tools.

**Section 6.** All work performed by Employers and employees signatory hereto shall comply with all local, state, and federal laws.

A. The parties to this Agreement have implemented a mandatory training and incentive program. All carpenters, including foremen, working under this Agreement shall be required to obtain and maintain certifications in the following: (1) OSHA 30; (2) scaffold training; (3) First aid/CPR; and (4) fall protection. OSHA 30 and First Aid/CPR certificates may be obtained from recognized outside vendors. All outside certificates need to be sent to the Training Fund, in order to maintain accurate member records. Completion of the mandatory training program, prior to January 1, 2018, 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. To fund the incentive portion of this program for carpenters required to take these training courses during non-work time, the Employers shall make a \$.05

per hour contribution to the New England Carpenters Labor Management Program ("CLMP").

- B. There will be mandatory Scaffold Erection training for all journeymen carpenters referred for scaffold erecting. This training will be of such a nature to train this individual as a qualified person for scaffold erection as defined under Subpart L, 29 CFR 1926.

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

**Section 7.** It shall be the responsibility of the Employer to be certain that any carpenter in its employ who is to use any power-actuated tools such as "Ramset", "Stud Driver", etc., shall have a permit for the use of such tools as required by State or Federal law.

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

The parties agree that the Carpenters Assistance Program Inc., (CAP) has been formed by the New England Carpenters Health Benefits Fund in order to make certain that a drug and alcohol-free environment exists on all jobsites. For that reason, contractors are permitted to refer to CAP any carpenter whom the contractor suspects has been working on the jobsite under the influence of alcohol or drugs. All rules and regulations with respect to the treatment, counseling or screening of carpenters who are suspected to be subject to a substance abuse problem shall be the sole and exclusive responsibility of the New England Carpenters Health Benefits Fund and the Board of Directors of CAP. The Employers and the Union agree that an employer may implement a substance abuse testing program, provided that the program is consistent with the program adopted under the Harvard University Project Labor Agreement, effective 2018. Any amendments to the Harvard program must be independently approved by the parties to this agreement in order to be binding on the parties to this agreement. A General Contractor's or Construction Manager's drug testing program may be applied to a Subcontractor's employees who are assigned to a jobsite, which has been deemed a substance abuse testing jobsite

by the General Contractor or Construction Manager. All employees will be notified of the testing requirement, prior to being assigned to the testing jobsite, and no employee will be laid off or penalized for declining to be sent to a testing jobsite.

## **ARTICLE XV**

### **Conditions of Employment**

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

On any day, other than the first or last day, when a carpenter is scheduled to work and reports to work 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. The paragraph shall not apply to foul weather conditions.

Where foul weather conditions exist on any day for which a carpenter is scheduled to work and reports and appears competent, at the beginning of the shift, he or she shall be entitled to employment or pay for at least two (2) hours, but to be eligible for this pay, the carpenter must remain at the job site and be available, competent, and willing to work unless told by the Employer that he or she may leave.

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

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



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

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

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

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

**Section 6.** All carpenter employees must be insured under the Workers' Compensation Act and the Employment Security Act required by State law.

**Section 7.** The Employer shall provide drinking water and toilets. Said toilets shall be heated during inclement weather.

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

**Section 9.** The Council Representative or other representatives of the Local Union and/or Regional Council shall have access to all work areas at all times to

conduct Union business when work is being done. While the contract permits unrestricted visits to jobsites by Council Representatives or Organizers, it is recognized that such visits shall be reasonable and appropriate and, in any event, shall not result in large group meetings of carpenters during working hours that negatively affects productivity on the jobsites.

**Section 10.** Set up and pick up will be done during the eight (8) hour day. Any violation of this section will result in time to be paid at one and one-half (1½) times the basic wage rate.

**Section 11.** Carpenters working with materials containing preservative chemicals, which are injurious to the skin, shall be allowed an additional five (5) minutes before lunch and before quitting time for cleanup and pick up.

**Section 12.** No carpenter shall be discriminated against because of age, race, color, religion, sex, or national origin. The Union recognizes the obligations which have been or may be imposed upon the Employers relative to equal employment and non-discrimination, and the Union agrees that it will assist the Employers in meeting these obligations under plans which have been jointly accepted by the parties where such plans are in existence, and in other areas under requirements of awarding authorities and owners as long as the proposed goals do not exceed the minority population ratio levels of the city, town, or standard metropolitan statistical area in which the project is located.

**Section 13.** There will be no limit or quotas on production by carpenters nor restrictions on the full use of tools, equipment, or other labor-saving devices and no restrictions on the efficient use of manpower, provided the above comply with OSHA. The Union recognizes that the nature of the particular industry of the contractor requires that certain safety standards be adhered by its carpenter employees. The Union further recognizes that the contractor has a right to terminate individual carpenters for failure to meet reasonable safety standards established by the Employer. For that reason, the Union acknowledges that it will only protest terminations of individual carpenters where the contractor violates the collective bargaining agreement, or which are in violation of federal or state law.

## **ARTICLE XVI**

### **Special Conditions**

**Section 1.** Any carpenter who is sent to work outside his or her territorial jurisdictional area as outlined in Article III of this Agreement shall be paid for travel

expense at the amount equivalent to the straight-time rate for the time spent traveling, but not to exceed eight (8) hours in any one, twenty four (24) hour period, and for his or her transportation and subsistence expenses.

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

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

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

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

**ARTICLE XVII**  
**Discharge**

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

**Section 2.** When laid off or discharged, the carpenter must be paid in full, including all fringe benefit stamps or electronic receipts, furnished a discharge slip as provided in the laws and regulations for whichever state the project is located. or as otherwise authorized and given a true copy of the Employer's full company name

and its proper address for his or her personal record and use (unemployment claims).

### **ARTICLE XVIII**

#### **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, slowdowns, sit downs, or any other refusals to work during the term of this Agreement except for the following:

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

#### **Grievance and Arbitration**

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

**Section 2.** A committee shall be appointed as an arbitration board to consist of not more than two (2) members from the Union and not more than two (2) members from the Association to whom will be referred any grievance involving an interpretation of this contract including grievances concerning contractors who are

not members of the Association. Association members shall have the option of waiving the joint board step and proceeding directly to the American Arbitration Association. The Association members must exercise this option within seven (7) days of the grievance. The board shall meet to consider and act on the matter within three (3) days, and the decision of the board shall be final and binding on both parties. The board shall make its decision within seventy-two (72) hours. In the event of the failure of the board to arrive at a solution the case shall be referred to mutually agreed upon arbitrators, and the arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association and the decision of the umpire shall be final and binding on both parties. The board of arbitration or umpire shall not have the power to add to, subtract from, or modify any terms of this agreement. The cost of the arbitration shall be borne equally by both parties to the grievance. The time deadlines may be extended by agreement between the Union and the Association. A Non-Association Employer whose actions are the subject of a grievance shall have no say in extending the deadlines.

## **ARTICLE XX**

### **Savings 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 part or portions affected. The remaining parts or provisions shall remain in full force and effect.

## **ARTICLE XXI**

### **Pre-Job Conference**

Any Employer, prior to the starting of work, shall contact the Union to discuss, but not limited to the following:

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

## **ARTICLE XXII**

### **Applicability of Agreement**

**Section 1.** All carpentry work not covered by this Agreement in Connecticut, Maine, Massachusetts, New Hampshire Rhode Island, 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.

**Section 2.** The Union recognizes the threat of non-union competition and will do all possible to promote Union construction, including holding pre-bid and/or pre-job conferences on an individual job basis to mutually agree on ways to enable the Union Employers to be more competitive with non-union Employers. It is agreed that each Chairman will form a committee consisting of Representatives from the Union and representatives each from the Labor Relations Division of the Associated General Contractors of Massachusetts, the Building Trades Employers Association of Boston and Eastern Massachusetts and the Labor Relations Division of the Construction Industries of Massachusetts to meet when necessary to discuss strategies, tactics or special conditions to compete on certain work. The Union agrees that it shall discuss with the Employer means and methods, including productivity programs which will permit the Employer to be more competitive, thereby creating more work opportunities for Union members. By consensus, the committee shall have the authority to change any of the terms and conditions of the collective bargaining agreement in order to achieve the goal of increasing market share. The parties recognize the threat of unfair competition in certain areas and types of work from contractors who do not conform to the standards provided in this collective bargaining agreement. In order to address that problem, the Employer may request relief from certain provisions of this collective bargaining agreement. The Employer shall contact the Executive Secretary/Treasurer of the Council or his designee to discuss the relief being requested. If an agreement on relief is granted, it will be reduced to writing, and reasonable efforts will be made to advise other signatory contractors who are bidding on the project of the relief. It is expressly understood that no modification or deviation may be made from the existing collective bargaining agreement, except by mutual agreement of the parties. It is further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant, and that the Employer will not abuse this procedure. Relief granted under this section shall not constitute a violation of the Most Favored Nation's provisions of Section 5 of this Article. Procedures shall be

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

**Section 3.** In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows if and when the Employer performs any jobsite construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer has either directly or indirectly, a significant degree of ownership, management or control the terms and conditions of this Agreement shall be applicable to all such work.

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

**Section 5. Most Favored Nations Clause -** The Union agrees that in the event it grants more favorable terms or conditions, other than those contained in this agreement, to any employer or association, the Union will extend those same terms and conditions to the parties to this agreement.

The Union further agrees that it will not enter into any project labor agreements or side letter agreements that contain more favorable terms than those contained in this agreement without offering those same terms to the parties to this Agreement. If any Project Labor Agreement or Agreement to grant relief on a particular project contains more favorable terms, the offering of those terms to other contractors will be limited to that particular project.

### **ARTICLE XXIII**

#### **Voluntary Recognition**

The Employer will bargain in good faith with respect to renewal or extension of the current or any subsequent collective bargaining agreement.

### **ARTICLE XXIV**

#### **Work Outside the New England Regional Area**

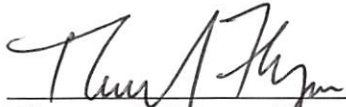
By executing and acknowledging this Agreement, the Employer agrees that if it engages in the work covered by this Agreement outside of Connecticut,

Massachusetts, Maine, New Hampshire, Rhode Island and Vermont and is offered substantially similar terms and conditions by the local UBCJA Union, the Employer agrees to execute, accept and be bound by those terms and conditions.

**ARTICLE XXV**  
**Expiration**

This agreement will expire on September 30, 2023 for the parties to this Agreement and for the independent non-Association employers who have accepted and agreed to abide to this agreement, except that if neither of the parties identified on page 3 of this Agreement gives notice in writing to the other party between July 1, 2023 and August 1, 2023 that it desires a change after September 30, 2023, then this agreement will continue until September 30, 2024 and so on each year thereafter unless between July 1 and August 1 of each year thereafter, a notice is given by either party. This year to year evergreen clause does not apply to any independent non-Association employers. If neither the Union nor the independent non-Association employer gives notice of termination between July 1, 2023 and August 1, 2023, they are bound to the successor to this Agreement for its full term.

NORTH ATLANTIC STATES REGIONAL  
COUNCIL OF CARPENTERS



Thomas J. Flynn, Executive  
Secretary/Treasurer

Date:

CARPENTERS LOCAL 723



Craig Ransom  
Council Representative

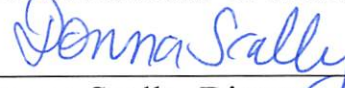
THE CARPENTERS EMPLOYERS'  
ASSOCIATION OF NEW ENGLAND



Thomas S. Gunning  
Director of Labor Relations

Date:

THE LABOR RELATIONS DIVISION  
OF THE ASSOCIATED GENERAL  
CONTRACTORS OF MASSACHUSETTS



Donna Scally, Director of Labor  
Relations and Employment Policy