

AGREEMENT

between

MILLWRIGHTS LOCAL UNION 1121

of the

**EASTERN MILLWRIGHT REGIONAL COUNCIL
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,
and**

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

and

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

and

CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC.

and

**AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF
CONNECTICUT, INC.**

EFFECTIVE:

OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2019

**UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA,
EASTERN MILLWRIGHT REGIONAL COUNCIL
MILLWRIGHTS LOCAL UNION 1121**
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CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC.
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AGC/CCIA BUILDING CONTRACTORS LABOR DIVISION OF CONNECTICUT, INC.
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Table of Contents

ARTICLE I RECOGNITION	1
ARTICLE II TERRITORIAL JURISDICTION	1
ARTICLE III TRADE AUTONOMY	1
ARTICLE IV UNION SECURITY	4
ARTICLE V JURISDICTIONAL PROCEDURE	5
ARTICLE VI HOURS OF WORK	6
ARTICLE VII WAGES AND OVERTIME	7
ARTICLE VIII STEWARDS CLAUSE	16
ARTICLE IX HOLIDAYS	16
ARTICLE X FOREMEN	17
ARTICLE XI LOCKERS, TOOLS, SAFETY REGULATIONS	17
ARTICLE XII APPRENTICESHIP	19
ARTICLE XIII CONDITIONS OF EMPLOYMENT	21
ARTICLE XIV NON-DISCRIMINATION	23
ARTICLE XV DISCHARGE	23
ARTICLE XVI(A) FRINGE BENEFIT FUND AND OTHER PAYMENT PROVISIONS	24
(Massachusetts, Rhode Island, Maine, Vermont and New Hampshire)	24
ARTICLE XVI(B) FRINGE BENEFIT FUND AND OTHER PAYMENT PROVISIONS	27
(Connecticut)	27
ARTICLE XVII	32
MASSACHUSETTS CONSTRUCTION ADVANCEMENT PROGRAM	32
(EXCEPT CONNECTICUT)	32
ARTICLE XVII (A) ASSOCIATION INDUSTRY ADVANCEMENT PROGRAM	32
(CONNECTICUT)	32
ARTICLE XVII (B) UBC NATIONAL HEALTH, SAFETY, APPRENTICESHIP AND TRAINING FUNDS	33
ARTICLE XVIII THE EASTERN MILLWRIGHT REGIONAL COUNCIL LABOR MANAGEMENT TRUST FUND	34
ARTICLE XIX DUES DEDUCTION	35
ARTICLE XX MAINTENANCE WORK	35
ARTICLE XXI DELINQUENT PAYMENTS TO FUNDS	35
ARTICLE XXII NO STRIKE OR LOCKOUT CLAUSE	36

ARTICLE XXIII BREACH OF AGREEMENT	37
ARTICLE XXIV GRIEVANCE AND ARBITRATION.....	37
ARTICLE XXV OTHER AGREEMENTS.....	38
ARTICLE XXVI OTHER EMPLOYERS	38
ARTICLE XXVII SAVING CLAUSE	38
ARTICLE XXVIII NON-UNION COMPETITION.....	38
ARTICLE XXIX FUNCTIONS OF MANAGEMENT.....	39
ARTICLE XXX VOLUNTARY RECOGNITION	39
ARTICLE XXXI EXPIRATION PROVISION.....	39
ARTICLE XXXII MOBILITY	39

AGREEMENT as entered into on this 1st day of October, 2015, by and between the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., the Connecticut Construction Industries Association, Inc. and the AGC/CCIA Building Contractors Labor Division of Connecticut, Inc. on behalf of such members, as may from time to time authorize the same to be done, and such other independent Millwright contractors who assent to its provisions by signature thereto and as hereinafter called the Employer and the United Brotherhood of Carpenters and Joiners of America, Eastern Millwright Regional Council, and Millwrights Local No. 1121, unincorporated, as hereinafter called the Union. A current list of members of the Associations who have so authorized will be furnished to the Union upon signing of the Agreement. The Associations shall provide the Union with additions to the list during the term of this Agreement.

Whereas the parties hereto agree that harmonious relations and intelligent working arrangements are essential to an equitable relationship between the Employer, 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 them, their successors and assigns, and be it further resolved that: Except for filed sub-bids., 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.

ARTICLE I
RECOGNITION

The Employers recognize the Union as the sole and exclusive bargaining agent for all their Employees in respect to wages, hours of work, and other conditions of employment in the performance of millwrighting as outlined in ARTICLE III "TRADE AUTONOMY."

ARTICLE II
TERRITORIAL JURISDICTION

The Territorial Jurisdiction of this Agreement has been designated by the International Office of the United Brotherhood of Carpenters and Joiners of America as the Territorial Jurisdiction of Labor Union No. 1121 and shall encompass the entire States of Maine, Massachusetts, New Hampshire, Rhode Island, Connecticut and Vermont.

ARTICLE III
TRADE AUTONOMY

The Company agrees to recognize the jurisdictional claims of the UBCJA affiliates as outlined in the individual agreements within the jurisdictional boundaries of the Eastern Millwright

Regional Council and the New England Regional Council of Carpenters which includes the States of Massachusetts, Rhode Island, Connecticut, New Hampshire, Maine, and Vermont.

The machinery, equipment and associated components listed below which is identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights).

Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our autonomy when, to avoid repetition, it is not described in other applications.

Section 1. The term Millwright and Machinery Erectors shall mean the unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, welding, burning, erecting, calibrating, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, jet, electric, pneumatic, water, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind or any other source, regardless whether temporarily or permanently installed or located.

Section 2. Some of the locations in which you may find machinery, equipment and their components are: woodworking, canning, food, and computer industries, steel, metal, plastic, and glass manufacturing or recycling plants, foundries, ore-reduction plants, stamping facilities, coffee roasting plants, paper, cellophane and film industries, feed and saw mills, rock, gravel, sand washing, stone crushing, cement and asphalt plants, water, sewage and chemical treatment plants, laundries, kitchens, restaurants, hospitals, bakeries, fertilizing and mixing plants, can, ice, bottle and bag manufacturing plants, textile, flour, and paint mills, breweries, milk, rendering and meat processing plants, locks, dams and bridges, coal yards, sugar refineries, ethanol or similar type facilities, post offices, package handling centers, incinerators, co-generation, coal gasification and power plants, automotive, truck and or similar manufacturing type factories, bio-research facilities, the amusement, recreational and entertainment fields.

Section 3. Millwrights shall set all engines, motors, dynamos, generators, diesel generators, motor restraints, install, measure and align with optical instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components, the attachment of the inlet manifolds and exhaust ducts, cylinders, diaphragms, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others, perform oil flush, install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases, perform all precision grouting using the following materials, epoxy, wet, non-shrink, dri-packing or other types, demineralizing, hydromation and mechanical dust systems, sensors, air compressors, super charges, coolers, boiler

controls and linkage, Bailey Meters or similar devices and their linkages, fluid drives, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches including the brackets that are attached to, stop logs, dam rollers, transfer cars, gear head motors.

Section 4. The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, monorail (all sizes), trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers, heat exchanges, grain, ball, hammer, roller mills and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, including their supports, people movers, jetways, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

Section 5. Sewage and Water Treatment Plants-- disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, degritting equipment, bar screens, comminutors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems (excluding the filtration media and associated earthworks), ultra violet rack systems, mechanical drive assemblies, conveyors, mono rails, gates and setting odor control equipment, (excluding heating, ventilating and air conditioning work or associated earthworks).

The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, washers for cars, trucks, buses, trains and other types, hydraulic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors, activation equipment, racks, material handling platforms, transition pieces, the handling and installation, of pulleys, gears, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of

legs, boots, guards and boot tanks, allbin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Section 6. The laying out, fabrication and installation of protecting equipment including: machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes in machinery for any equipment which the Millwrights install regardless of materials, all welding and burning regardless of type, fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights, cleaning of machinery before turnover to owner, machining, grinding, milling, broaching, boring, threading, lapping and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed by the Millwrights.

Section 7. Rock, sand and gravel plants, batch or aggregate plants, recycling equipment, crushers, conveyors, Chutes from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways or elsewhere.

Section 8. When optical instruments such as automatic levels, builders transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate and set machines, these tools are considered a tool of this trade and are to be used by Millwrights to set their equipment.

Section 9. Asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work. (Removal shall be allowed by the Union whose members have been educated and trained in the safe removal of asbestos materials and have a Massachusetts State Certified License for asbestos removal.) Any new equipment or technology designed to replace any of the equipment described above shall remain in the jurisdiction of the Millwrights.

ARTICLE IV **UNION SECURITY**

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

Section 2. All Employees 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 Employees 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 an Employee fails to tender the admission fee or that a member of the Union fails to maintain his 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 Article and the Employer shall terminate such Employee at the end of such period.

Section 4. In the event that the Union does not accept into membership any Employee tendering the admission fee and the regular monthly Union fees, the foregoing paragraph shall not be applicable, provided, however, that the Union may at anytime thereafter, decide to take such Employee into membership in which case said Employee shall be required to tender full and uniform admission fees in effect in the Union no later than seven (7) days following notification by the Union and shall thereafter be required to maintain his membership in accordance with the provisions of the foregoing paragraph. In the event that such Employee fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall terminate the employment of such Employee within forty-eight (48) hours.

ARTICLE V JURISDICTIONAL PROCEDURE

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

In the event a jurisdictional dispute arises then, the disputing Unions shall request the other Union or Unions involved sending representatives to the job site to meet with representatives of the Union and Employer to settle the dispute. If a unanimous decision is reached, all parties, including the Employer, shall be bound to said decision.

If unanimous agreement is not reached at the meeting, the Union shall request that its international Union assign a representative who shall make arrangements to meet representatives of the other international Union or Unions involved and representatives of the Employer and the job site to seek settlement of the dispute. The Employer shall also request the international Unions involved to assign representatives to seek settlement of the dispute.

If the above procedures, or any other mutually agreed upon procedure, fails to resolve the problem, then the Employer, at the request of the Union, agrees to participate in a tripartite arbitration with all the disputing parties. The impartial umpire to hear the dispute can be mutually agreed upon by the parties, or appointed by the American Arbitration Association.

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

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

ARTICLE VI HOURS OF WORK

Section 1. Eight (8) hours shall constitute a day's work. Unless otherwise provided for in the Agreement the regular starting times for any operation(s) on the job shall be decided by the Employer, but shall fall within the hours of 6:00 a.m. and 8:00 a.m. The Employer shall notify the Council Representative of the starting times and any changes. Once starting times have been established they must be adhered to for a minimum of one (1) calendar week. Any Employee called in or required to commence work prior to 6:00 a.m. shall be compensated at one and one-half times his/her regular rate for all time worked prior to his/her starting time, and any such Employee shall work his/her regular day in addition thereto and shall not be given time off without pay to offset the early hours. An earlier starting time may be established by mutual agreement of the Employer and the Union. There shall be a lunch break of one half (½) hour approximately in the middle of the shift.

Section 2. On a job, the Employer may, by mutual agreement with the Executive Secretary Treasurer, Regional Director, or Council Representative, work four ten-hour days at straight time, provided that the fifth day, if worked, shall be at least five hours long and paid for at time and one-half the basic wage rate.

Section 3. All work performed outside the regular workday or shift hours, Monday through Saturday shall be paid for at the overtime rate of time and one-half (1½) the basic wage rate. Sundays and the Holidays specified in this Agreement shall be paid for at the overtime rate of double the basic wage rate. When overtime is worked in excess of the normal scheduled workday, Millwrights shall not be required to work the following day unless they have had a minimum of 8 hours off.

Section 4. Shift work may be performed under the following conditions:

Where a job has more than one (1) shift, in any one twenty-four (24) hour period, Millwrights will not be permitted to work more than one (1) shift in any one (1)-workday.

- a) All Employees on shift work shall receive a full normal workday's pay, and the shift work involved must be at least three (3) days duration.
- b) The Employer shall notify the Executive Secretary Treasurer, Regional Director, or Council Representative before starting shift work. On jobs employing two (2) shifts the hours shall be as follows: FIRST SHIFT (regular workday) shall start as outlined in Section 1 of this Article. SECOND SHIFT shall start 8 ½ hours after the first shift with lunch at 8:30 p.m. and shall be paid for on the basis of eight (8) hours pay for seven and one-half (7 1/2) hours work. These hours may be adjusted up to

one (1) hour by mutual agreement between the Employer and the Executive Secretary Treasurer, Regional Director, or Council Representative.

- c) On jobs employing three (3) shifts, the first and second shifts shall be as above; the third shift shall start 8 hours after the second shift. with lunch at 4 a.m. and shall be paid for on the basis of eight (8) hours pay for seven (7) hours work.
- d) Shift conditions and wages shall apply to alteration work in occupied areas without the requirement that work be performed during the regular workday, provided permission is granted by the Union.
- e) When an Employer wishes to work Millwrights for the second or third shift periods, he shall notify the Union prior to the shift so that proper arrangements can be made, to accommodate the contractor's needs.
- f) When the Employer determines there is a need to work shifts, the shift hours shall be adhered to with respect to hours worked as outlined in Section 4, c & d of this Article. The overtime hours for overtime pay shall be as follows: Work from the start of the first shift on Monday through the end of the third shift on Friday (Saturday Morning) shall be at the straight time rate. The overtime rate from the start of the first shift on Saturday to the end of the third shift on Saturday shall be at overtime rate of time and one half (1 1/2). The overtime rate from the beginning of the first shift on Sunday to the end of the third shift on Monday shall be at overtime rate of double time (2x). For overtime purposes, the day shall be defined by the day on which the shift commences, so that a shift that begins on Friday is paid at straight time, a shift that begins on Saturday is paid at time and one half, and a shift that begins on Sunday is paid at double time.

ARTICLE VII
WAGES AND OVERTIME

Section 1. Wages - All journeyman Millwrights employed under the terms of this Agreement shall be paid the appropriate wages and benefits for each hour worked in each zone.

Refer to the appropriate wage and benefit sheet.

**Journeyman wages: Effective
10/1/2015**

Massachusetts Zone 1	\$36.79	(Includes Vermont Yankee, Pilgrim)
Massachusetts Zone 2	\$34.04	(Power plants at zone 1 rate)
Massachusetts Zone 3	\$32.46	(Power plants at zone 1 rate)
Rhode Island	\$34.47	
Maine	\$24.10	(except power plants)
New Hampshire	\$25.69	(except power plants)
Vermont	\$24.10	(except power plants)
Northern New England	\$28.85	(Non-nuclear power plant work)

New Hampshire	\$32.85	(Seabrook nuclear power plant)
Connecticut	\$31.84*	
Connecticut	\$33.84*	(Millstone nuclear power plant)

Effective 4/1/2016

Massachusetts Zone 1	\$1.15	(Includes Vermont Yankee, Pilgrim)
Massachusetts Zone 2	\$0.85	(Power plants at zone 1 rate)
Massachusetts Zone 3	\$0.82	(Power plants at zone 1 rate)
Rhode Island	\$0.87	
Maine	\$0.62	(except power plants)
New Hampshire	\$0.65	(except power plants)
Vermont	\$0.62	(except power plants)
Northern New England	\$0.70	(Non-nuclear power plant work)
New Hampshire	\$0.70	(Seabrook nuclear power plant)
Connecticut May 2, 2016	\$1.53*	
Connecticut May 2, 2016	\$2.53*	(Millstone nuclear power plant)

Schedule of wage and benefit increases:

*Increases are effective October 1st and April 1st of each year, except for Connecticut where increases are annual on the first Monday of May, and will be allocated between wages and benefits by the Union.

Massachusetts Zone 1 (Includes Vermont Yankee, Pilgrim)

10/1/15: \$0.65	4/1/16: \$1.15
10/1/16: \$0.90	4/1/17: \$0.90
10/1/17: \$0.90	4/1/18: \$0.90
10/1/18: \$0.90	4/1/19: \$0.90

Massachusetts Zone 2

10/1/15: \$0.85	4/1/16: \$0.85
10/1/16: \$0.85	4/1/17: \$0.85
10/1/17: \$0.85	4/1/18: \$0.85
10/1/18: \$0.85	4/1/19: \$0.85

Massachusetts Zone 3

10/1/15: \$0.83	4/1/16: \$0.82
10/1/16: \$0.83	4/1/17: \$0.82
10/1/17 \$0.83	4/1/18: \$0.82

Expires September 30, 2019

10/1/16: \$0.70	4/1/17: \$0.70
10/1/17: \$0.70	4/1/18: \$0.70
10/1/18: \$0.70	4/1/19: \$0.70

Seabrook Station

10/1/15: \$1.70	4/1/16: \$0.70
10/1/16: \$1.70	4/1/17: \$0.70
10/1/17: \$1.70	4/1/18: \$0.70
10/1/18: \$1.70	4/1/19: \$0.70

On the 1st Monday of May 2018 and the 1st Monday of May 2019, millwrights in Connecticut shall receive the same dollar increases or decreases as received by carpenters in the Connecticut Carpenters Building and Heavy & Highway Agreement. If in the Connecticut Carpenters Agreement there is an annual increase or decrease (as opposed to a six month increase or decrease) allocated on the first Monday of May, 2019, the economic terms in effect on September 30, 2019 shall continue to be in effect until April 30, 2020 in any successor Millwright Agreement.

In Rhode Island and Connecticut, welders on the job shall receive an additional one dollar (\$1.00) per hour over the applicable Journeyman or Apprentice rate of wages while welding. If certified welders are required on any job, the Employer shall assume all costs for such certification.

In Maine, New Hampshire, and Vermont, the welding premium for Millwrights equals \$1.00 over the applicable Journeyman or Apprentice rate of wages. An Employee shall provide proof of certification. On any project, any Employee who is required to do any welding on any given day shall receive no less than a full day's welding rate. The performance of AIR-ARC shall be considered welding and paid under the proper welding rate.

All work related to power plants including ancillary systems such as water provision or waste removal performed in Northern New England will be paid at the non-nuclear Northern New England rate.

Effective October 1, 2015, in Massachusetts, Rhode Island, Maine, New Hampshire and Vermont, and effective May 2, 2016 in Connecticut, there is a \$1.00/hr. after tax deduction from the employee's pay for the Vacation Fund.

Any Employer who does not pay the MCAP contribution or any other industry advancement fund contribution must pay those amounts to the Millwrights Local 1121 Apprentice Fund.

Definition of abbreviations used above:

- EMRCLM = Eastern Millwright Regional Council Labor Management Fund (See Article XVIII)
- D = Dues deduction per hour from net wages after taxes (See Article XIX)
- H/B = Health Benefits Fund (See Article XVI)
- P = New England Carpenters Pension Fund (See Article XVI)
- ATF = EMRC Apprentice Training Fund (See Article XII)
- AF = New England Carpenters Guaranteed Annuity Fund (See Article XVI)
- MCAP = Massachusetts Construction Advancement Program (See Article XVII)
- CAIAP = Connecticut Association Industry Advancement Program
- CITF = Carpenters International Training Fund (See Article XVIIIA)
- PAC = Political Action Committee
- Sch. = Millwright Scholarship Fund
- Dis. = Millwright Disability Fund
- MW-IT = Millwrights Industry Trust
- VAC = New England Carpenters Vacation Fund

The Union shall have the option to divert moneys from wages to any of the Funds, upon sixty (60) days prior written notification to the Associations signatory hereto.

Rates Effective Oct. 1, 2015 State or Zone	D	H/B	P	AF	ATF	EMRCLM	CITF	MCAP/CAIAP	MWIT	Sch	Dis	VAC	Stamp
Massachusetts Zone 1	\$2.29	\$9.80	\$8.73	\$8.75	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$1.00	\$32.42
Massachusetts Zone 2	\$2.20	\$9.80	\$8.73	\$8.75	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$1.00	\$32.33
Massachusetts Zone 3	\$2.15	\$9.80	\$8.73	\$8.75	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$1.00	\$32.28
Rhode Island	\$2.15	\$9.80	\$8.73	\$6.75	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$1.00	\$30.28
Maine (Except Power Plan Related Work)	\$1.60	\$8.60	\$7.04	\$4.00	\$1.00	\$0.50	\$0.10	\$0.10	\$0.50	\$0.05	\$0.05	\$1.00	\$24.09
New Hampshire (Except Power Plant Related Work)	\$1.66	\$8.60	\$7.04	\$4.00	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$1.00	\$24.15
Vermont (Except Power Plant Related Work)	\$1.60	\$8.60	\$7.04	\$4.00	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$1.00	\$24.09
Northern New England Non- Nuclear Power Plants)	\$1.76	\$8.60	\$7.04	\$4.00	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$1.00	\$24.25
Seabrook Nuclear	\$1.90	\$8.60	\$7.04	\$4.00	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$1.00	\$24.39
Connecticut	\$1.97	\$9.49	\$8.10	\$5.25	\$1.00	\$0.50	\$0.10	\$0.10	\$0.05	\$0.05	\$0.05	\$0.00*	\$26.66

*On May 2, 2016, there will be a \$1.00 after-tax employee contribution to the Vacation Fund

Local Union 1121 Millwrights Zones

Massachusetts Zone 1

Zone 1 wage rates will apply to the following counties, cities and towns.

Suffolk County

Arlington	Hingham	Needham	Swampscott
Avon	Holbrook	Newton	Wakefield
Belmont	Hull	Norwood	Waltham
Braintree	Lexington	Peabody	Watertown
Burlington	Lynn	Quincy	Wellesley
Cambridge	Lynnfield	Randolph	Weston
Canton	Malden	Reading	Westwood
Chelsea	Marblehead	Revere	Weymouth
Cohasset	Medford	Salem	Winchester
Dedham	Melrose	Somerville	Winthrop
Dover	Milton	Stoneham	Woburn
Everett	Nahant	Stoughton	

In addition to the aforementioned, **all Power Plants** within Massachusetts will fall within the **Zone 1 wage rates**.

Massachusetts Zone 2

Zone 2 wage rates will apply starting with the following counties, cities, and towns excluding the cities and towns in Zone 1

Counties:

Barnstable	Dukes	Middlesex	Norfolk
Bristol	Essex	Nantucket	Plymouth
Cities and Towns:			
Abington	Groton	Northbridge	Shirley
Berlin	Harvard	Northborough	Shrewsbury
Blackstone	Hopedale	Norwell	Southborough
Bolton	Lancaster	Pepperell	Upton
Boylston	Milford	Rockland	Uxbridge
Clinton	Millville	Scituate	Westborough
Grafton			

Massachusetts Zone 3

Zone 3 wage rates will apply starting with the following counties, cities and towns.

Counties:

Berkshire	Hampden	Hampshire	Worcester
Franklin			
Cities and Towns:	Ashby	Townsend	

Section 2. If overtime work is performed, it shall be equally divided among the Millwright Employees on the job, provided they are qualified to perform the work.

Section 3. When it is urgently required to employ Millwrights on Saturdays, Sundays, and Holidays, the Employer shall notify the Council Representative, Regional Director or Executive Secretary/Treasurer so that proper arrangements can be made to provide the contractor with the required Millwrights needed.

Section 4. Work to be performed during regular lunch hour time shall be paid at one and one-half (1½) times the basic wage rate and Millwrights involved shall have a reasonable amount of time for lunch.

Section 4a. In Connecticut, employees shall be allowed one coffee break not to exceed ten (10) minutes during the morning. One millwright or apprentice will get the "coffee and" and deliver it to the other millwrights, and apprentices. When employees work ten (10) or more hours in a day they shall receive a second coffee break not to exceed ten (10) minutes.

Section 4b. In Massachusetts, Rhode Island, Maine, New Hampshire and Vermont, when an eight hour day is worked, a coffee break not to exceed ten (10) minutes shall be allowed each morning, (and in Massachusetts and Rhode Island, each afternoon) and the relative period of any shift or overtime granted in order that one (1) member of the Union from each crew shall be allowed to get the refreshments in properly covered containers and the Millwrights shall not leave their place of work. The break shall start when the refreshments are brought to the place of work.

When a ten hour day is worked, the following lunch breaks and reasonable approximate times shall be taken from the beginning of each shift.

First coffee break midway between the start of the shift and lunch break (10 minutes)

Lunch break 4½ hours into the shift (30 minutes not including cleanup time)

Second coffee break midway between lunch and the normal 8 hour cycle (10 minutes)

When a twelve (12) hour day is worked, the following breaks and reasonable approximate times shall be taken from the beginning of each shift.

First coffee break midway between the start of the shift and lunch break (10 minutes)

Lunch break 4½ hours into the shift (30 minutes not including cleanup time)

Second coffee break midway between lunch and the normal 8 hour cycle (10 minutes)

Third break 9½ hours into the shift (reasonable time), except in Connecticut.

One (1) Millwright member of the Union shall be allowed to get the refreshments for coffee and second break in properly covered containers and wrappers. The breaks shall start when the refreshments are brought to the place of work. Coffee and lunch breaks shall be

provided under conditions that comply with all State and governmental Sanitary Codes and Regulations.

Section 5. Millwrights are to be paid weekly, and in no case shall more than three (3) days' pay be withheld. Millwrights are to be paid on the job during working hours. Payment may be made by company payroll check, via physical check or direct deposit (if the millwright has a bank account) along with the electronic benefit receipts not later than Thursday.

On short duration emergency projects or projects ending on a Holiday or weekend, if the Millwright Employee will not be present on the regular payday, a representative of the Employer shall provide the Millwright Employee with a statement which includes the name of the Employee, the number of hours worked, the rates for the hours worked, and the name and contact information for the Employer's payroll preparer. The Employer will then prepare and mail the check the next business day.

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 evidence of the inability of the Employer to meet his financial obligations under this Agreement.

The Employer, when paying by check, shall have a detachable stub to be retained by the Employee. The Employer shall include on the check stub and/or on the pay envelope, the following information: Name of Employer - Name or identification of Employee - number of hours worked - social security deduction - Federal withholding deduction - state withholding deduction - net pay of Employee - dates covered by pay.

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

Section 6. Millwrights who are not paid before the pay time expires, for which they are being paid, shall be paid extra for the waiting time at time and one-half (1½) the regular rate of wages.

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

Section 8. Millwrights shall be paid during their working hours 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.

Section 9. Prevailing Rate Jobs - Wage Carry Over - On prevailing wage rate jobs, where there is a scheduled contractual wage increase which has not been included in the prevailing wage rates provided to all bidders, the Employer shall be permitted to work at the posted wage rate for a period not to exceed twelve months; provided, however, that

the Employer shall be required, regardless of the posted rate, to pay the contractual rate for all fringe benefits.

Section 10. Millwrights shall not be required to fill out or sign any forms, whether before or after being hired, except those required by Federal and State law, with the exception of acknowledging the receipt of copies of company policies regarding sexual harassment and/or safety. On the first day of employment, Millwrights shall furnish the documentation required by Federal law or regulation for I-9 and W-4 forms, their OSHA 30 certificate and any UBC Millwright Training course certificates.

ARTICLE VIII **STEWARDS CLAUSE**

Section 1. The Executive Secretary Treasurer, Regional Director, or Council Representative may appoint a Steward for a job when the Executive Secretary Treasurer, Regional Director, or Council Representative deems it necessary. The Executive Secretary Treasurer or Regional Director will make all final decisions.

Section 2. It is compulsory that the Steward shall work while work is being done on the job which he is competent to perform and that he shall not be discriminated against or discharged for the performance of his duties as a Steward. The Steward shall be notified in writing twenty-four (24) hours before he is to be laid off or discharged, except when he is the last Millwright on the job, other than the Foreman, who has been on the job.

Section 3. The Steward shall be allowed to see that proper care and attention has been given to any Millwright Employee taken sick or being injured on the job and to properly take care of his tools without loss of pay.

Section 4. In the event of a total temporary layoff, the Steward will be the first Millwright other than the Foreman, (provided that he is qualified to perform the work), to be recalled. The Regional Director shall be notified to recall the Steward so that in case the Steward is unavailable to return to the job he will be replaced by the Executive Secretary Treasurer, Regional Director or Council Representative.

Section 5. The Steward shall be permitted reasonable time to investigate any Millwright grievance on his job during working hours with no loss of pay.

ARTICLE IX **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 Day. In Connecticut, President's Day, Columbus Day and Veteran's Day are not observed, and Good Friday is observed.

Section 2. If any of the above listed Holidays fall on Sunday, the following Monday shall be observed as the Holiday.

Section 3. Any work performed on the above Holidays, shall be paid at double the base wage rate.

ARTICLE X **FOREMEN**

Section 1. Where there are four (4) or more Millwrights employed by an Employer on the job or project, one shall be a Foreman. If there is a card carrying Superintendent, there does not need to be a Foreman..

Section 2a. In Massachusetts, Rhode Island, Maine, New Hampshire and Vermont a Millwright Foreman shall be a Millwright member and shall be paid a minimum of three dollars (\$3.00) more per hour than the base wage rate for journeymen Millwrights, and effective April 1, 2016, three dollars and fifty cents (\$3.50).

Section 2b. In Connecticut, a Millwright Foreman shall be a Millwright member and shall be paid a minimum of four dollars and fifty cents (\$4.50) more per hour than the base wage rate for journeymen Millwrights.

Section 3a. In Massachusetts, Rhode Island, Maine New Hampshire and Vermont, the Employer will determine the number of foremen to be employed. If a General Foreman is used, the General Foreman will receive a minimum of five dollars (\$5.00) per hour over the base wage rate for Journeymen Millwrights.

Section 3b. In Connecticut, the Employer will determine the number of foremen to be employed. If a General Foreman is used, the General Foreman will receive a minimum of nine dollars (\$9.00) per hour over the base wage rate for Journeymen Millwrights.

Section 4. All classes of foremen shall be employed on a weekly basis except at the start and finish of a job. All benefits are to be paid on a forty (40) hour workweek basis when a Holiday falls within the week.

ARTICLE XI **LOCKERS, TOOLS, SAFETY REGULATIONS**

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

Section 2. All power driven tools, powder actuated tools, engineers transits and levels, special tools and equipment not normally carried by the Millwright shall be furnished by

the Employer, and Millwright Employees shall not rent, lease or loan equipment, power tools or commercial vehicles to the Employer.

Section 3. Millwright Employers shall furnish all Millwright tools not itemized in Section 4 of this Article. When a tool crib is in use by the Millwright Employer to house Millwrights' tools exclusively on the job site, and the nature of the job requires a person to be in attendance at this crib, he shall be a Millwright.

Section 4. The following list of Millwright tools will be furnished by the Millwright Employee: 1 metal tool box - 1 one inch outside micrometer - 1 set of standard feeler gages - 1 shaft level - protractor combination square - set 3/8 drive sockets - set 1/2 drive sockets 3/8" to 1 1/4" - set open end and box wrenches 3/8 to 1 1/4" - adjustable wrench 6", 8", or 12" - ball peen hammer 16 or 24oz. - set screw drivers including Philips head - 18" level - Torpedo level - complete set of Allen wrenches 1/8" to 1/2" - flashlight - pair channellocks - pair side cutters - pair vise grips - 6 foot ruler -flex tape 12'- scraper - center punch - hack saw frame - plumb bob - dividers 6" or 8" - utility knife-cold chisel - magnet - mirror -scriber - tin snips - 6" scale - 2 drift pins - 2 tap wrenches- chalk line - pry bar.

Section 5. The Employer, when requesting Millwrights, shall specify the nature of the work to be performed so only the tools required for the work will be on the job site.

Section 6. All power tools or special equipment shall be equipped with all necessary protective devices designed to protect the operator at all times.

Section 7. In the event of fire, or in the event of theft resulting from forcible entry (where there is evidence of such forcible entry) the Employer shall be responsible for loss of tools and personal belongings of Millwrights subject to the following conditions:

In the event of such loss, the Employer shall be responsible for the actual fair replacement value of the tools and/or personal property so lost as per the signed and dated list of tools to be furnished by each Millwright to the Employer upon employment. The Employer may verify at any time such tools list by actual inspection of the Millwright's tool box.

Section 8. All work performed by Employers and Employees signatory hereto shall comply with all local, state and Federal laws.

The Employer shall furnish welding jackets or sleeves with bibs, welding gloves and regular leather work gloves.

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 discharge.

Section 9. It shall be the responsibility of the Employer to be certain that any Millwright in his employ who is to use any powder actuated tool such as "Ramset," "Stud Driver," etc.,

shall have a permit for the use of such tool as prescribed by the state agency (if any) responsible for regulating the use of these tools.

Section 10. It shall be the responsibility of the Employer performing work in the Territorial Jurisdiction of this Agreement to comply with the applicable State Safety Regulations of that/those state(s) in which he is performing work.

Section 11. The parties agree that the Carpenters Assistance Program Inc. (CAP) has been formed by the New England State 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 Millwright whom the contractor suspects has been working on the job site under the influence of alcohol or drugs. For work in Massachusetts or New Hampshire, the contractor also has the right to require that a Millwright, who has been injured on the job, undergo drug testing within a reasonable period of time after the injury provided that the Millwright is physically capable of undergoing the drug testing. Any Millwright who refuses to be referred to CAP or to undergo drug testing, in the circumstances described above, shall be subject to immediate termination. Any contractor who desires or is required because of Federal or private contracts with a developer/owner to provide pre-hire drug testing for its Employees shall utilize the services of CAP, on an exclusive basis, or any other service provider who has been approved by CAP. The cost of pre-job testing, when requested by or required by a contractor, shall be borne by the contractor. All rules and regulations with respect to the treatment, counseling or screening of Millwrights 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.

ARTICLE XII **APPRENTICESHIP**

Section 1. Each Employer subscribes to and agrees to be bound by the provisions of the Agreement and Declaration of Trust of the Eastern Millwright Regional Council Apprenticeship and Training Fund dated 04-17-2014 and as amended.

Section 2. Each Employer agrees to pay the amount set forth in Article VII, Section 1 - Wages - for each hour worked by each Employee covered by the terms of this Agreement to the Eastern Millwright Regional Council Apprenticeship and Training Fund.

Section 3. Training Fund Payments as provided in Section 2 above for Millwrights from a local Union other than Local 1121 are to be made only to the Eastern Millwright Regional Council Apprenticeship and Training Fund, not the Carpenter Apprentice Training Funds of the local of which said Millwright is a member.

Section 4. The Union party to this Agreement and the Employer parties to this Agreement shall appoint an equal number of Trustees to administer the Fund.

Section 5. Failure to contribute to the Fund shall be a violation of this Agreement.

Section 6. Employer contributions shall be used exclusively for the training and education of Apprentices and journeymen upgrading, and for the administrative costs of the Joint Apprenticeship Committee.

Section 7. Each Employer shall employ a ratio of one (1) Apprentice to four (4) Journeymen Millwrights on the job or within his employ when indentured Apprentices are available and assigned to the Employer by the Union. No Employer shall lay off an Apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Union.

Section 8. Both parties agree to comply with the Standard of Apprenticeship as established by the Joint Apprenticeship Committee for the training of Apprentice Millwrights as applicable under this Agreement.

Section 9. The minimum rate of wages for Apprentices shall be:

		Annuity Contribution
The first year	55% of journeyman rate	1st year 55%
The second year	65% of journeyman rate	2nd year 65%
The third year	75% of journeyman rate	3rd year 75%
The fourth year	85% of journeyman rate	4th year 85%

No pension contribution shall be required for 1st year Apprentices.

Section 10. The Fund shall submit annually at the close of the fiscal year to the Associations party to the Agreement a financial report, showing income and expenditures.

Section 11. The Fund Trustees shall send annually to all signatory parties of this Agreement a list of all indentured Apprentices as outlined above and list of the present Trustees.

Section 12. All newly hired Apprentices should identify themselves as Apprentices to the Employer.

Section 13. In Connecticut, on private sector work, Pension Fund and Annuity Fund contributions shall be calculated using the same percentage used to calculate the Apprentice wage.

Section 14. For apprentices working in Connecticut, the Employer shall provide a Separation Package in accordance with Connecticut General Statutes Section 31-236B in order for the apprentice to collect unemployment while attending scheduled mandatory related training classes and shall rehire them if work is available.

ARTICLE XIII
CONDITIONS OF EMPLOYMENT

Section 1. The Employer may utilize a card swipe mechanism to check his Employees in and out of their project.

Section 2. A Millwright who has been ordered or requested by the Employer and has been notified by the Executive Secretary Treasurer, Regional Director, or Council Representative and who reports to work on the first day, at the beginning of the shift, and appears competent, shall receive eight (8) hours pay, unless he quits within the period or was notified not to report or inclement weather prevents him from working.

Section 3. On any day other than the first day when a Millwright 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 shall be entitled to employment or pay for at least two (2) hours on such day. In the event a Millwright is requested to remain on the job site, he shall be paid for all waiting time at the applicable rate for two (2) hours, or the actual time required to wait, whichever is greater. In the event a Millwright reports for outside work and due to inclement weather is not put to work, he shall be paid show up time comparable to the trades with which he is working in a composite crew, up to a maximum of two (2) hours per day.

Section 4. Millwrights requested by the Employer to wear special protective devices shall have such devices provided by the Employer at no expense to the Millwright. Such devices must be hygienic.

If the Employer elects to work in inclement weather, the Employer shall furnish all foul weather gear. The Employee shall take reasonable and proper care of the foul weather gear.

Section 5. Any Employee engaged in the performance of work where damage to his clothes or shoes could result from their being exposed to chemical action shall be furnished suitable protective clothing by his Employer at no cost.

Section 6. There shall be no lost time on the day of injury when medical attention is required for a Millwright 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 Millwright, 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 shall be paid for the time involved not to exceed two (2) hours at his normal straight time rate of pay unless a longer period of time has been previously agreed to by his Employer.

Section 7. All Millwright Employees must be insured under the applicable state's Workers' Compensation Act and the Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island and Vermont Employment Security Act where applicable.

Section 8. A coffee break not to exceed ten (10) minutes shall be allowed each morning, (and in Massachusetts and Rhode Island, each afternoon) and the relative period of any shift or overtime granted in order that one (1) member of the Union from each crew shall be allowed to get the refreshments in properly covered containers and the Millwrights shall not leave their place of work. The break shall start when the refreshments are brought to the place of work.

Section 9. Millwrights who are promised employment shall be allowed enough time to secure their tools. They shall be hired and the workday shall begin when the Millwright reports to work with his tools.

Section 10. The Executive Secretary Treasurer, Regional Director, Council Representative or Organizer of the Eastern Millwright Regional Council shall have access to all work areas under the control of the Employer or his Representative at all times when work is being done for the conduct of Union Business.

Section 11. Millwrights shall be allowed sufficient time, but not to exceed five (5) minutes, before lunch and 10 minutes before quitting time for cleanup and pickup of tools, including Employer tools, but shall not leave their work area until five (5) minutes before the established lunch and quitting time.

Section 12. There shall be no travel or subsistence pay required under the terms of this Agreement except as provided under Sections 13 and 14 of this Article.

Section 13. Any Millwright who is sent to work outside the Territorial Jurisdiction 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 transportation and subsistence expenses.

Section 14. Millwrights who are sent to work on any islands, within the jurisdictional Area of this Agreement, including the Islands in Boston Harbor, where the only means of transportation is by boat or air, shall be paid as travel expense, two (2) hours pay each travel day, at the regular rate, except where the Employer elects to transport the Millwrights to and from the mainland within the hours of the shift, as defined in this Agreement, in which case Millwrights shall not be entitled to the additional two (2) hours compensation daily, but shall receive a full shift's pay. Land transportation, if necessary, on any island, shall either be provided or paid for by the Employer.

Millwrights who leave the dock in Boston or elsewhere to go to work, 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 from which place they shall be able to reach their home as usual. On such occasions, a minimum of four (4) hours compensation shall be paid, including a minimum of 2 hours show up pay as provided for in Section 3 above.

Section 15. When an Employer requires a Millwright Employee to remain overnight at the area of the project, the Employer shall then reimburse the Millwright Employee for all his reasonable expenses.

Section 16. Millwrights shall not be required to possess an automobile as a prerequisite to employment, except where extra services may require it, and in which case compensation shall be paid by the Employer at the rate of forty-four and one half (44.5) cents per mile for its proper use.

Section 17. Any elevators which are being used for personnel shall be made available for the use of the Millwright Employees.

Section 18. The Employer and the Union agree that on projects where atomic radiation is involved, a pre-job conference will be held to establish proper special safety regulations and procedures to apply to that project, all such procedures to be mutually agreed between the Employer and the Union. If a Millwright's tools become contaminated by atomic radiation, the Employer shall promptly replace the tools in kind.

Section 19. When conditions exist on jobs that could cause exposure to hazardous airborne particles, vapors, or gases, such as grinding of lead paint, welding, chemicals or other contaminants, the Employer shall provide proper safety equipment when required by OSHA at no expense to the Millwrights. Such devices shall be hygienic and shall be dispensed and fitted in accordance with OSHA Standards and Regulations.

Section 20. All journeyman millwrights will be required to take the UBC Millwright 16 Hour Health and Safety Training course and at least one journeyman upgrade approved millwright class a year.

ARTICLE XIV **NON-DISCRIMINATION**

No Millwright 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 Employer relative to equal employment and non-discrimination, and the Union agrees that it will assist the Employer 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.

ARTICLE XV **DISCHARGE**

Section 1. Millwrights who are laid off must be notified one half (1/2) hour prior to severance in order that they may properly prepare to leave, or be given one half (1/2) hour's additional pay in lieu of proper notice.

Section 2. When laid off or discharged, the Millwright must be paid in full, including electronic benefit receipts owed (except for Article VII provisions), and all forms required by regulations of the Massachusetts, Maine, New Hampshire, Rhode Island, Connecticut and Vermont agency dealing with unemployment benefits and given a true copy of the Employer's full company name and its proper address for his personal record and use. If a Millwright is fired for cause, he shall be paid in accordance with state law, but not later than the next payroll processing day.

ARTICLE XVI(A)
FRINGE BENEFIT FUND AND OTHER PAYMENT PROVISIONS
(Massachusetts, Rhode Island, Maine, Vermont and New Hampshire)

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

New England Carpenters Health Benefits Fund (H/B)
New England Carpenters Pension Fund (P)
New England Carpenters Annuity Fund (A)
Eastern Millwright Regional Council Apprenticeship and Training Fund (ATF)
Eastern Millwright Regional Council Labor Management Fund (EMRCLMF)
Carpenters International Training Fund (CITF)
Millwrights Industry Trust (MW-IT)
and also agrees to be bound by the following other payment provisions:
Massachusetts Construction Advancement Program (MCAP)
Connecticut Association Industry Advancement Program (CAIAP)
Working Dues Deduction (D) including:
Political Action Committee (PAC)
Millwright Scholarship Fund (Sch)
Millwright Disability Fund (Dis)
New England Carpenters Vacation Fund (VAC)

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

Section 3. Payments - Other Jurisdiction - Any signatory Employer, when working outside the Jurisdictional Area of this Agreement in areas where any of the Funds provided for herein are not in existence, shall contribute the same amount in the same manner as set forth in Section 2 above to the appropriate Fund for each Millwright when said Millwright is sent and put to work by the Employer from the Territorial Jurisdiction set forth in Article II.

Section 4. Electronic 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 purchase of electronic benefit receipts by Employers, which are due and to be tendered to Employees with their payroll checks, for each hour worked representing monies due to the Funds and dues deductions as provided for in Article VII, Section 1, All Employers will be required to remit all benefit contributions to the Funds using the "Point, Click, Remit Program" (Employer self-service portal).

Section 5. 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 6. Interest - Any delinquent Employer shall be required to pay to the Funds, interest at the annual rate of six (6) percent over the prime rate from the date when payment was due to the date when payment was made. Interest will begin to accrue ten (10) days from the due date and must be paid in full to bring the account current. If legal action is necessary the Employer shall be liable for, in addition to delinquent payments, and late interest due, twenty percent (20%) liquidated damages, reasonable attorneys' fees and any other costs of this action.

Section 7. Audit - The Employers shall make all reports on contributions required by the Funds on forms furnished by the Funds or their authorized Representatives. The Trustees or their authorized Representatives upon reasonable notice, may examine the pertinent payroll records of any Employer, including, but not limited to, all quarterly and yearly payroll tax returns, payroll listings, payroll records, individual earnings records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the Trustees of the Funds in their sole discretion. Such examinations may be implemented by the Trustees' authorized Representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds, 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 an audit charged against the Employer is not paid by the Employer within thirty 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 purchase 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. 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 8. 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 9. Electronic Benefit System - All payments to all Funds including MCAP and dues deduction must be made weekly using the Electronic Benefits Program "Point, Click, Remit".

Section 10. Notwithstanding any other provision of this Agreement, for the purpose of the provisions of this Article XVI, 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 (hereafter "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 Millwright Superintendent's, Estimators or other non—Millwright Employees who previously worked as Millwrights 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 10. The "Millwright Superintendents, Estimator's and other non—Millwright Employees" shall be limited to persons who previously worked as Millwrights under the Collective Bargaining Agreement and who are currently members of the Union and working as Superintendents or estimators or in other non—Millwright 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 XVI 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 XVI. This includes the Health Benefits, Pension, Annuity, Apprentice and Training, NECTP, Vacation, NECLMP, and UBC Funds.
- b. A Millwright Superintendent, Estimator, or other non- Millwright Employee must be a member of the bargaining unit and working as such.
- c. If a Millwright Superintendent, Estimator, or other non- Millwright 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 Millwright Superintendent, Estimator or other non- Millwright 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.

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.

- e. There shall be no duplication of contributions for any hours of employment for any Superintendent, Estimator or office Employee.
- f. A form provided by the NECCCA must be filed annually by the Employer to list each Millwright Superintendent, Estimator or office Employee the Employer chooses to cover.
- g. A Millwright Superintendent, Estimator or other non-Millwright 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.
- h. Once an Employee has been classified in writing by the Employer as a covered Superintendent, Estimator or non- Millwright 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.

Section 11. The system currently in effect in the States of Connecticut and Rhode Island for the collection of benefits, dues deduction etc. shall continue to be utilized until such time as the contractors signatory to this Agreement are notified of any changes.

ARTICLE XVI(B)
FRINGE BENEFIT FUND AND OTHER PAYMENT PROVISIONS
(Connecticut)

Section 1a. Electronic Receipts and Weekly Payment-Employers shall make after tax deductions from wages and remit them to the New England Carpenters Vacation Fund and shall make contributions to the Connecticut Carpenters Health Fund, Connecticut Carpenters Pension Fund, Connecticut Carpenters Supplemental Pension Annuity Fund, Eastern Millwright Regional Council Apprenticeship and Training Fund, Eastern Millwright Regional Council Labor Management Fund, Millwrights Industry Trust, Connecticut Association Industry Advancement Program and the UBC Funds identified in this Agreement, hereinafter referred to as the "Funds" in the amounts set forth in Article VII for each hour paid for each employee covered under this Agreement.

Employers are required to make the contributions to the Funds on a weekly basis. Upon payment of the weekly contributions in accordance with the provisions of this Section, the Fund Office will issue receipts or electronically release receipts to the Employer indicating proof of payment. The Employers shall provide receipts to each employee with his or her weekly paycheck. Failure to make the weekly payment and to provide each employee with his or her receipt for the benefit contributions for that payroll period shall constitute a violation of this Agreement and the Employer shall be deemed delinquent.

Employers may pay the benefit contributions, electronically by the Web/internet, in person at the Fund Office or by mail. Payments shall be made by certified check, wire transfer or advance deposit. With each of the payment options the Employer shall complete a remittance report providing the names of the employees, the hours worked and the job location on a form issued by the Fund Office.

More complete instructions on the payments of contributions have been established by the Fund Trustees and may be obtained from the Fund Office.

Section 1b. Remittance Due Date - Each Employer shall file weekly remittance reports with the purchase of their benefit payment receipt.

Section 1c. Delinquency on Electronic Receipts - If an Employer shall willfully fail to provide Electronic Receipts due employees, with their weekly paycheck, under the terms of this Addendum, the Union shall have the right, with two (2) business days written notice to the Employer, to have all the employees of this Employer cease work, any provision herein to the contrary notwithstanding, and all such employees shall be made whole for any wages and fringe benefits lost as a result of such work stoppages. The Union shall also have this right if an Employer is found to be delinquent as a result of a final audit by the benefit funds. The Union shall give the Employer two (2) business days written notice by fax, certified mail or other reasonable method.

Section 2. The Funds shall be maintained at all times as jointly-administered Taft-Hartley trust funds with an equal number of Employer and labor Trustees, herein referred to as the "Trustees," selected and serving under the applicable Trust Agreement. Each Employer subscribes to and agrees to be bound by the provisions of the Funds' Agreements and Declarations of Trust, as originally adopted and as amended from time to time, and ratifies and approves all actions of the Trustees within the scope of said Trust documents of the Funds. The Funds shall furnish to the Association and the Union copies of their respective annual audit and annual actuarial or consulting reports.

Section 3. Each fund shall at all times be operated in conformance with applicable Federal and State laws and regulations, and with the exception of the Vacation Fund, shall be maintained as a tax exempt trust under provisions of the Internal Revenue Code so that Employer contributions to said Fund shall at all times be deductible by the Employer for Federal income tax purposes. In the event that the Health Fund, EMRCLM Fund or UBC Fund fails to retain approval as a tax exempt trust so that Employer contributions shall not be deductible as a business expense, the Employer shall not be liable to contribute to

such Fund for hours worked during the period that the contribution is not deductible. For the Pension and Annuity Funds, the Employer's contribution to these Funds shall be reduced by an amount equal to the Employer's additional tax due to the loss of the deduction and any future contribution to either such fund shall be made in the same amount to the fund which remains qualified for a deduction by the Employer.

Section 4. At the discretion of the Fund's Trustees, an Employer determined to be delinquent in its payments as required herein may be held liable for all contributions due to the Fund and reasonable attorney's fees, court costs, audit fees and other expenses incurred incidental to collection of contributions due to the Fund, including a reasonable rate of interest on contributions due and liquidated damages as permitted by law. Appropriate payroll records of the Employer may be subject to audit by the Trustees or their authorized representative upon reasonable notice. The Trustees shall have all powers with respect to the audit of appropriate payroll records and the collection of delinquent contributions, interest, audit fees, attorney's fees and other expenses of collection as may be provided from time to time by the applicable Trust Agreement.

Section 5. Nothing in this Agreement the Trust Agreement, a plan of benefits or any other document shall be construed to impose upon the Employer or other contributor any liability or obligation to contribute or make any other payments to any Fund toward the cost of benefits or the cost of administration or funding of the Plan beyond the obligation of the Employer to make contributions and pay expenses of collection as specified in Sections 1 and 4 above. Except to the extent that the Association and the Union may participate in the selection of Trustees, neither the Association, nor the Union, nor any Employer shall be responsible for the operation or administration of the Funds. In no event shall the Association, the Union or any Employer be liable for any action or failure to act of any Trustee. It is agreed and understood that this Section shall serve as a defense to any allegation or cause of action brought by any individual or entity which might jeopardize the Employer's or other contributor's position that its liability is strictly limited as stated herein.

Section 6. Hourly contributions must be made for each hour worked by each employee covered by this Agreement, computed to the nearest half hour.

Section 7. Allocation to fringes - The Union shall have the option to divert money from fund to fund (except from the Pension Fund) or from wages to any of the funds provided for in this Agreement upon thirty (30) days prior written notification to the Association.

Section 8. Notwithstanding any other provision of this Agreement, for the purpose of those provisions of this Agreement regarding contributions by the Employer to the Connecticut Carpenters State-Wide Pension Fund (hereinafter "Pension Fund") 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 said Pension Fund as "Millwright Superintendents" shall be members of the bargaining unit and shall be covered by this Agreement. The term "Millwright Superintendents" shall include all persons who are members of the Union

working as superintendents and classified by the Employer in writing as "Millwright Superintendents."

Contributions for hours worked by Millwright Superintendents shall be subject to the administrative rules of the Connecticut Carpenters State-Wide Pension Fund regarding acceptance or return of contributions as the Fund may deem necessary to protect its status for tax purposes, reporting of contributions and auditing of payroll records.

- a. A contractor who chooses to provide coverage to some or all of its millwright superintendents must be signatory to collective bargaining agreement requiring contributions on work by those millwright superintendents to all funds and programs covering Connecticut millwrights. This includes Health, Pension, Annuity, Apprentice and Training, Vacation, EMRCLM Fund, UBC Funds, Connecticut Association Industry Advancement Program, Millwright Industry Trust and Advancement Program.
- b. A millwright superintendent must be a member of the bargaining unit and working as a superintendent.
- c. If a millwright superintendent 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 superintendents, contributions on non-working hours such as paid vacation are not required.
- d. If a millwright superintendent 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 superintendent 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 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.
- g. A form provided by the Funds must be filed annually by the Employer to list each millwright superintendent the Employer chooses to cover under the new rules. In the Health Fund, those superintendents who are not listed on the Superintendent Form for the current year will lose Health Fund coverage in accordance with the Fund's rules on annual eligibility, and will not be entitled to COBRA continuation coverage because this rule change does not constitute a qualifying event, unless the employee /superintendent is otherwise covered by the Health Fund.

- h. A millwright superintendent'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 the Funds' Trustees and to all the terms and conditions of the applicable Plan documents.

Section 9. The Union agrees to fully indemnify, defend and hold the Association and the Employer harmless from any and all claims arising from the Vacation Fund, including attorneys' fees and costs of defense.

Section 10. Contributions required under Section 1-13 of Paragraph 3 of this Article shall be made for each hour paid in the jurisdiction of the Union, to the nearest half hour. Such contributions need not be made for hours that are paid for vacations, bonuses and holidays. (All hours paid to foremen under the provisions of Article X of this Agreement shall include contributions for benefits.)

Section 11. When the Trustees of the Funds identified in this Article request the opportunity to have an independent accountant and/or audit or examine payroll records of any Employer to assure compliance with the provisions of this Agreement, upon five (5) day's written notice to the Employer from the Trustees of such Fund, such payroll records shall be made available to the accountant and/or auditor at the Employer's office.

Section 12. Failure by any Employer to contribute to either the Health Fund, the Pension Fund, the Supplemental Pension Annuity Fund, the Apprenticeship and Training Fund, UBC Training, Association Industry Advancement Program, Millwright Industry Trust, and the Vacation Fund or EMRCLM Fund, when required, shall be a violation of this Agreement solely by that particular Employer in default. In no event shall it be construed as a default by the other members of the Association or by the Association.

Section 13. Any Employer known to be delinquent to any Health Fund, the Pension Fund, the Supplemental Pension Annuity Fund, the Apprenticeship and Training Fund, UBC Training, Association Industry Advancement Program, Millwright Industry Trust, and the Vacation Fund or EMRCLM Fund as determined by the administrative office of any such fund, and contractors outside the territorial jurisdiction of the Agreement that are not members of the Association, may be required by the Union to furnish a surety bond of not less than ten thousand dollars (\$10,000) with the Trustees of each of the funds to which contributions must be made under this Agreement.

An Employer is delinquent if they fail to make weekly payments on the day it is due. Contributions will not be considered delinquent if caused by conditions beyond the control of the Employer, such as out of the ordinary mail delays, power outages, fire, acts of God, or if the due date for the contribution falls during the same week as a bank holiday. The Union may, at its own discretion, invoke its right to strike for Employer delinquency consistent with Section 1(c) of Paragraph 3 of this Article.

ARTICLE XVII
MASSACHUSETTS CONSTRUCTION ADVANCEMENT PROGRAM
(EXCEPT CONNECTICUT)

Section 1. The Fund - Each Employer subscribes to and agrees to be bound by the Agreement and Declaration of Trust establishing the Massachusetts Construction Advancement Program, referred to herein as "The Fund." The Fund shall be administered solely and exclusively by Trustees appointed pursuant to the provisions of the Trust instrument.

Section 2. Payments - Each Employer agrees to pay the amount set forth in Article VII, Section 1, Wages, to the Fund for each hour worked by each of its Employees covered by this Agreement.

Section 3. 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 4. Prohibited Purposes - The Fund shall not be used for any of the following expressly prohibited purposes: a) Lobbying in support of anti-union legislation; b) Supporting litigation before a court or any administrative body against the Union or any of its agents; c) Subsidizing contractors during a period or periods of work stoppages or strikes.

Section 5. Annual Audit - As a part of the administration of the Fund, there shall be an annual audit of the Fund by an independent Certified Public Accountant. A copy of the audit shall be made available to all parties signatory hereto.

Section 6. 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 4, the dispute shall be subject to the arbitration provisions of the Agreement.

ARTICLE XVII (A)
ASSOCIATION INDUSTRY ADVANCEMENT PROGRAM
(CONNECTICUT)

Section 1. During the term of this Agreement, the Employer agrees to pay to the Association, its successors or assigns, or designee the sum of ten cents (\$.10) per hour for each payroll hour worked for pursuant to Article VII, Section 1, for each of its employees covered by the terms of this Agreement.

Section 2. In the event an Employer chooses not to contribute to the Association Industry Advancement Program, then the same amount will be contributed to the Apprenticeship and Training Fund. In the event an Employer fails to or refuses to make the contributions to the Apprenticeship and Training Fund, the provisions of Article XVIB shall apply to such contributions. Neither the Union nor its representatives may encourage or persuade any Employer to (1) not to make contributions in the amount set forth in this Agreement to the Association Construction Program or (2) make such contributions to the Carpenters Apprenticeship and Training Fund rather than to the Association Construction Program.

Section 3. The Union agrees to furnish the Association with the following: (a) a copy of newly signed individual collective bargaining agreements or participation agreements requested by the Association for work covered by this Agreement; and (b) up-to-date lists of the names and addresses of all Employers who have signed an Independent Agreement for the types of work covered under this Agreement.

Section 4. The Union agrees to propose that all the provisions contained in this Article XVIIA, Association Industry Advancement Program, shall be included in every Independent Agreement for work covered by the terms of this Agreement.

Section 5. If the Union accepts or is a party to any Independent Agreement with any Employer for work covered under this Agreement that does not include all provisions of this Article XVIIA, the Association shall have the option, in its sole discretion to submit the matter to arbitration.

Section 6. In consideration of the promises and obligations of Employers to make contributions to the Association as provided for herein and to promote work opportunities for Employers and employees working under this Agreement and in the construction industry, and in consideration of services to be directly and indirectly provided for such Employers by the Association, as determined by the Association, and for the benefit of the construction industry generally, and for other good and valuable consideration (such consideration which each Employer hereby acknowledges by being bound to or signatory to this Agreement or an Independent Agreement), each Employer agrees to all of the provisions of this Article XVIIA and acknowledges that said contractual provisions were made for the express, direct and exclusive benefit of the Association (a third party beneficiary under this Agreement, an Independent Agreement, or any other form of agreement or understanding with any Employer for work covered under this Agreement for the term of this Agreement). Any or all provisions of this Article XVIIA may be specifically enforced by the Association.

Section 7. The Employer agrees to hold the Union harmless from the Union's participation in or performance of the provisions of this Article.

ARTICLE XVII (B)

UBC NATIONAL HEALTH, SAFETY, APPRENTICESHIP AND TRAINING FUNDS

The Employer(s) and the Union recognize the need for quality safety, health training and related services to enable Union workers to remain healthy and productive, and to aid the Employer in meeting its own safety and health goals as well as those established by

government agencies and construction owners. The Employer and the Union further recognize the need for quality training for Apprentices and Journeypersons to meet the industry's needs for skilled craft labor. And finally, the Employer and the Union recognize the importance of cooperating in jointly and aggressively pursuing new work opportunities utilizing Union members and in formulating new initiatives designed to enhance the competitiveness of Union contractors.

Therefore, in addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of ten cents (\$.10) per hour worked for each Employee covered by this Agreement to the Carpenters International Training Fund ("CITF"), and five cents (\$.05) to the Millwrights Industry Trust. Payment to the Funds shall be made on or before the 20th day of the month following the month of the work performed and shall be remitted in accordance with the instructions of the Trustees of the respective Funds.

The Employer hereby also agrees to be bound by the Trust Indenture Agreement applicable to each of the respective UBC Trust Funds described above.

Upon request, each Employer and/or Union shall receive a copy of the Funds' annual report.

ARTICLE XVIII
THE EASTERN MILLWRIGHT REGIONAL COUNCIL LABOR MANAGEMENT TRUST
FUND

Section 1. Purpose - The Eastern Millwright Regional Council Labor Management Fund established by an appropriate Agreement and Declaration of Trust, pursuant to Section 302(c) of the National Labor Relations Act as amended. The purpose of the Program (Fund) is to provide labor management assistance and service to any participant Employer or labor organization, promote the general welfare of Employers and their employees in the millwright industry; seek and improve harmonious relationships between Labor and Management in the construction industry; demonstrate that Labor and Management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; establish and maintain an appropriate education program to further educate the members of the Labor organizations in methods and means to obtain the goals established by the Program (Fund); and engage in problem solving efforts in the mutual interests of Labor and Management in the millwright industry.

Section 2. Trustees - This Fund shall be administered by an equal number of Trustees appointed by and representing the Union and the Employer associations participating in the Fund.

Section 3. If an Employer is not required to make contributions to the Carpenters Labor Management Fund and if the Employer decides not to make contributions in the amount set forth in the Agreement to the Eastern Millwright Regional Council Labor Management Program, the Employer shall be required to make contributions in the amount as an

additional payment to the Eastern Millwright Regional Council Apprenticeship and Training Fund.

ARTICLE XIX
DUES DEDUCTION

Section 1. It is agreed that the Employer shall deduct the amount specified in this Article, Section 4, as shown in Article VII, Section 1, Wages, from net wages after taxes, for each and every hour paid to all Employees covered or receiving benefits provided for in this Agreement for all jobs falling within the jurisdiction of this Agreement. All such deductions shall be reported using the Electronic Benefits Programs provided for in this 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 any action.

Section 3. Any Employer who fails to send the payments weekly using the Electronic Benefits Program shall be considered in violation of this Agreement and subject to the penalties outlined in Article XXI.

Section 4. The Employer shall deduct 3.4% of the journey-level total package to an individual Millwright plus \$.05 for dues and \$.05 for Local #1121 Scholarship Fund, \$.05 for the Disability Fund, and \$.00 to the Political Action Committee (or any other amounts subsequently and lawfully decided) for each hour paid for by each Millwright working within the jurisdiction of this Agreement. A Foreman or Superintendent shall pay 3.4% of the journey-level total package plus \$.05 as dues assessments for each hour paid plus \$.05 for the Local #1121 Scholarship, \$.05 for the Disability Fund, and \$.00 to the Political Action Committee, (or any other amounts subsequently and lawfully decided).

ARTICLE XX
MAINTENANCE WORK

The parties hereto agree to abide by and utilize all applicable Maintenance Agreements established by the U. B. of C. & J. of A. Parties wishing to utilize a maintenance agreement for any one particular job must first contact the International Union or Local Union and receive permission to do so on a job-by-job basis.

ARTICLE XXI
DELINQUENT PAYMENTS TO FUNDS

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 Millwright Employees from the Employer on that project. Upon written notification from a Millwright Council Representative that a subcontractor is delinquent in payment to the Funds provided for in this Agreement, the General Contractor shall assist the Union in collecting those wages and fringe benefit contributions for that specific job to the extent that subcontractors funds are legally available and in hand.

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

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

Section 2. No Payments - No Millwrights - 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' 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. Legal Action - The Union on behalf of the Funds and itself shall also have the right to take legal action against such delinquent Employer, and the Employer shall be liable for, in addition to the delinquent payments due, interest at six percent (6%) over the prime rate, twenty percent (20%) liquidated damages, reasonable Attorneys' fees and any other costs of the action.

ARTICLE XXII **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:

- 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 weekly benefit receipts with weekly payroll checks.
- 4) Refusal of either party to submit to arbitration in accordance with ARTICLE XXIV 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 XXIII **BREACH OF AGREEMENT**

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

ARTICLE XXIV **GRIEVANCE AND ARBITRATION**

Section 1. In the event a dispute or problem arises other than jurisdictional disputes, which shall be resolved as provided in Article V, Jurisdictional Procedure, a meeting shall be held between the Employer and the Union representative on the job. If a settlement is not reached, the parties shall contact the Association of which the Employer is a member. A representative of the Association shall meet with a Representative of the Union and the Employer to endeavor to settle the dispute. If the dispute is not settled at this meeting, it shall be subject to arbitration, as provided in Section 2.

Section 2. A committee of four (4) shall be appointed as an Arbitration Board, to consist of two (2) members from the Union and two (2) members from the applicable Association to whom will be referred any dispute arising over the interpretation of this Agreement, which is not settled as provided in Section 1. 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, an umpire shall be appointed by the American Arbitration Association and the arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association, and the decision of the umpire shall be final and binding on both parties. The Board of Arbitration or umpire shall not have the power to add to, subtract from, or modify any term of this Agreement. The cost of the arbitration shall be borne equally by both parties to the grievance.

ARTICLE XXV
OTHER AGREEMENTS

In order to carry out the bilateral spirit of this Agreement in the event the Union grants more favorable terms to others the Union will extend these more favorable terms to the parties of this Agreement.

ARTICLE XXVI
OTHER EMPLOYERS

Prior to furnishing any men to any Employer that is not signatory to this Agreement, the Union will require said Employer to sign a contract to be bound to the full terms of this Agreement or furnish evidence that said Employer is bound to this Agreement through an applicable International Agreement or Project Agreement.

The Union will furnish to the Association the names of all Employers so bound within 30 days of the signing of the Agreement or of furnishing them Millwrights.

ARTICLE XXVII
SAVING CLAUSE

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

ARTICLE XXVIII
NON-UNION COMPETITION

Section 1. The Unions signatory hereto recognized the threat of non-union competition and will do all possible to promote Union construction, including holding pre-bid and/or pre-job conferences on an individual job basis to mutually agree on ways to enable the Union Employers to be more competitive with non-union Employers.

The parties recognize the threat of unfair competition in certain areas and types of work from contractors who do not conform to the standards provided in this Collective Bargaining Agreement. In order to address that problem, the Employer may request relief by the use of a market recovery rate. The Employer shall contact the Executive Secretary-Treasurer (EST) of the Council or his designee to discuss the relief being requested. If an agreement on relief is granted, 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 use of a recovery rate will be allowed except by mutual agreement of the parties. It is

further understood that failure to reach an agreement under this provision shall not be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure. Relief granted under this section shall not constitute a violation of the favored nations provisions of Article XXV.

Section 2. The Union agrees to not allow a company or affiliate thereof more than one, one-job Agreement.

ARTICLE XXIX **FUNCTIONS OF MANAGEMENT**

The Foreman or a single designated Representative of the Employer for each project shall be responsible for the assignments of duties to the Employees and shall have the right to discharge and terminate any Employee for just and sufficient cause, provided, however, that no Employee shall be discriminated against.

ARTICLE XXX **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 XXXI **EXPIRATION PROVISION**

This Agreement will expire on September 30, 2019; except that if neither party to this Agreement gives notice in writing to the other party on or before August 1, 2019 that it desires a change after September 30, 2019, then this Agreement will continue in effect until September 30, 2020, and so on each year thereafter unless on or before August 1st of each year thereafter a notice is given by either party.

All work covered by the New England Regional Council of Carpenters and the Eastern Millwright Regional Council Collective Bargaining Agreements in Massachusetts (Local Nos. 26, 33, 40, 56, 67, 107, 108, 111, 218, 275, 424, 475, 535, 624, 723, 1121, 1305, and 2168), Rhode Island (Local Nos. 94 and 1121), Connecticut (Locals Nos. 24, 43, 210, and 1121) and Maine, New Hampshire and Vermont (Local Nos. 118, 1121, and 1996) shall be performed in accordance with the terms and conditions of the local area Agreement in the area where the work is being performed. The obligation to perform work in accordance with the terms and conditions of those local area Agreements ceases on the termination date of this Agreement, September 30, 2015.

ARTICLE XXXII **MOBILITY**

Notwithstanding any language to the contrary in any area collective bargaining agreement,

the Employer shall have the right to employ any Millwright who is a member in good standing of any local affiliated with the Eastern Millwright Regional Council pursuant to the following conditions: the Employee has worked a minimum of three (3) weeks for the Employer in the previous five (5) months. If the Employer fails to notify a local Union prior to commencing work on a project in that local's geographical jurisdiction, the Employer shall lose the mobility of manpower privileges for that project, and the Employer shall be restricted in its employment of Millwrights and to those Employees who normally work in the geographical area of the local Union where the project is located. No Employee shall be required to work in the 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 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.

Robert E. Loubier 1/22/16
Eastern Millwright Regional Council

Harriet J. Daniels 1/22/16
Millwrights Local No. 1121

Thomas J. Mung 2/22/16
Building Trades Employers' Association
Of Boston and Eastern Massachusetts

[Signature] 2/11/2016
Labor Relations Division of the Associated
General Contractors of Massachusetts, Inc.

[Signature] 1/28/2016
Connecticut Construction Industries Association, Inc.

[Signature] 1/28/2016
AGC/CCIA Building Contractors Labor Division of
Connecticut, Inc.

access to all work areas.....	22	Friday.....	7
alcohol.....	19	fringe benefit bond.....	36
Annuity	11, 20, 24, 26, 27, 29, 30, 31	fringe benefit liability.....	36
apprentices.....	14, 20, 34	fringe benefits.....	5, 25, 28
Apprenticeship and Training Fund.	19, 24, 27, 31, 33, 34	General Foreman	17
Arbitration.....	5, 32, 33, 37, 38, 39	geographical jurisdiction.....	40
assignments.....	5, 39	grievance(s)	1
Associations	1, 6, 9, 18, 26, 29, 30	Holidays	6, 14, 16, 17, 31
audit	25, 26, 28, 29, 30, 31, 32	hours of work.....	1, 6, 26, 30
authorized representatives	25	inclement weather	21
awarding authorities	23	industry advancement fund	11
bargaining unit.....	26, 29, 30	injury.....	19, 21
card swipe.....	21	invalid (saving clause)	38
Carpenters Assistance Program.....	19	Joint Apprenticeship Committee.....	20
check (paycheck)	15, 21, 25, 28, 36	jurisdictional	1, 5, 6, 22, 24, 37
cleanup.....	14, 22	jurisdictional claims.....	1
clothing.....	17, 21	Labor Management Program	34
coffee break	14, 22	laid off.....	16, 23, 24
competent	16, 21, 38	layoff.....	16
Construction Manager	36	lockouts.....	6, 36
conveyors.....	3, 4	loss of tools	18
Council Representative	6, 7, 14, 16, 21, 22, 36	lunch.....	6, 7, 14, 17, 22
court	25, 29, 32, 38	Maine	2, 8, 9, 10, 21, 24, 32, 39
deductions.....	25, 27, 35	maintenance agreement.....	28
Delinquency.....	28, 31, 35, 36	Massachusetts ..	1, 2, 7, 8, 9, 10, 12, 14, 17, 21, 24, 40
delinquent.....	25, 28, 29, 31, 35	Mobility.....	39
developer.....	19	No Payments-No Millwrights.....	36
discharge.....	16, 18, 23, 24, 39	non-union competition.....	38
discrimination	23	nuclear	2, 7, 8, 9, 10, 12
drug(s).....	19	obligations	15, 23, 33
Dues.....	11, 24, 25, 26, 27, 35	OSHA.....	16, 23
duties.....	16, 39	overtime	6, 7, 14, 22
elevators.....	23	owners.....	23, 34
emergency projects	15	paying by check.....	15
equal employment.....	23, 32	Payments To Funds	35
Failure to contribute.....	19, 25	pension contribution.....	20
favorable terms.....	38	picketing.....	6
favorred nations.....	39	power plant.....	2, 7, 8, 9, 10, 12, 13
foremen	13, 17, 31	pre-hire.....	19
forms.....	16, 24, 25, 26, 29	pre-job.....	9, 23, 36, 38
foul weather gear.....	21	prevailing wage.....	15
		protective devices.....	18, 21
		Recognition	1, 39
		records	25, 26, 29, 30, 31
		relief.....	38, 39
		reports.....	21, 22, 24, 25, 28

Rhode Island.... 1, 2, 7, 8, 9, 10, 12,
 . 14, 17, 21, 22, 24, 27, 39
 right to strike..... 31, 36
 safety..... 16, 17, 18, 19,23, 32,
 33
 Saturday..... 6, 7, 14
 Sewage and Water Treatment Plants... 3
 shifts..... 6, 7,
 show up..... 21, 22
 starting times..... 6
 steward.....16
 strikes..... 6, 36
 subcontract.....1, 36
 Subcontractor 35, 36
 successors and assigns 1
 Sunday..... 6, 7, 14, 16
 Superintendents 16, 24, 25, 28
 termination 19, 39
 territorial jurisdiction1, 19, 22, 24, 31
 theft 18
 travel 3, 22
 unemployment.....20, 24, 36, 40
 Vacation10, 11, 12, 24, 26,
 27, 28, 30,31
 Vermont..... 1, 2, 8, 9, 10, 12, 14,
 17,21,24,39
 W-4..... 16
 waiting time 15, 21
 welding 2, 4, 10, 18, 23
 work stoppages.....28, 32
 Workers' Compensation21, 27, 30,
 36