



The Commonwealth of Massachusetts
Department of Labor and Workforce Development
Division of Occupational Safety

ANGELO BUONOPANE
Director

ROBERT J. PREZIOSO
Deputy Director

March 26, 1999

Andrew Rodman
Stoneman, Chandler & Miller, LLP
99 High Street
Boston, MA 02110

RE: Wood-Frame Carpenter Classification

Dear Mr. Rodman:

Your letter dated March 22, 1999 to Robert Prezioso, Deputy Director of the Division of Occupational Safety, concerning a certain occupational classification appearing on prevailing wage schedules issued under the provisions of M.G.L. c. 149, ss. 26-27H has been forwarded to me for a response. In your March 22nd correspondence, you ask for clarification regarding the "carpenter/comm. (wood<4 stories)" classification.

As you may know, the Division of Occupational Safety, when determining the occupational titles and rates of pay that appear on the prevailing wage schedules, is obligated to use "certain trades and occupations" appearing in "collective agreements." (See M.G.L. c. 149, s. 26) The occupational classification of "carpenter/comm. (wood<4 stories)" appears in the collective bargaining agreement of the United Brotherhood of Carpenters & Joiners of America, Local 723, commonly referred to as the wood-frame agreement. The craft jurisdiction language, terminology in the collective agreement which defines the scope of the wood-frame agreement and, consequently, the "carpenter/comm. (wood<4 stories)" classification, is attached for your review.

Also, you should know that the occupational classification of "carpenter/comm. (wood<4 stories)" was deleted from all prevailing wage schedules effective May 28, 1998 due to consolidation of collective agreements in the carpentry trade.

If this information is insufficient you may in the future exercise an appeal "from...a classification" in accordance with the provisions of M.G.L. c. 149, s. 27A.

Please feel free to contact me if you have any additional questions.

Sincerely

A handwritten signature in dark ink, appearing to read "Stewart Field". The signature is written in a cursive style with a large initial "S".

Stewart Field, Program Manager
Mass. Div. of Occupational Safety

cc: Robert Prezioso, Deputy Director
Mass. Div. of Occupational Safety

Linda Hamel, General Counsel
Mass. Div. of Occupational Safety

UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA

**WOOD FRAME CONSTRUCTION
AGREEMENT
FOR THE
COMMONWEALTH OF MASSACHUSETTS**

BETWEEN

**LOCAL UNION NO. 723, AFFILIATED WITH THE BOSTON DISTRICT
COUNCIL OF CARPENTERS
UBCJA**

AND

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

AND

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

Effective: AUGUST 1, 1994

Expires: SEPTEMBER 30, 1997

AGREEMENT

AGREEMENT as entered into on this 1st day of August, 1994, by and between the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc. and Building Trades Employees Association of Boston and Eastern Massachusetts, Inc., on behalf of such members as may from time to time authorize the same to be done and such other Employer who assent to its provisions (hereinafter the "Employer") named below and Local Union No. 723, United Brotherhood of Carpenters & Joiners of America, affiliated with the Boston District Council of the United Brotherhood of Carpenters & Joiners of America (hereinafter the "Union"). Prior to negotiations a current list of members of the Associations who have so authorized will be furnished to the Union. The Associations shall provide the Union with additions to the list during the term of this Agreement. The Union may for good cause object to any such addition.

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

Therefore, be it resolved:

That this Agreement shall be binding upon them, their successors and assignees, and be it further agreed that: the Employer agrees that it will not subcontract any work covered by this Agreement which is to be performed on the job site except to contractors who are parties to a collective bargaining agreement with the Union, or to a contractor who is willing to sign a collective bargaining agreement with the Union; provided that the Union, with good cause, may reject any such contractor.

ARTICLE I Recognition

This Agreement shall cover the "Trade Autonomy" of the United Brotherhood of Carpenters and Joiners of America as described in the Constitution and Laws of the United Brotherhood of Carpenters & Joiners of America with respect to all aspects of carpenter work involved in the building and construction of new wood-frame detached

single family and duplex housing (hereinafter "residential"). For the purposes of this paragraph and Article VI, residential wood frame construction is defined to include all work in connection with new construction of all residential units such as single unit dwellings, duplexes, town houses and walk-up apartments which do not exceed four stories in height including a basement. This definition shall also cover the receiving, fastening and putting in place of all modular residential units, when used in construction, as described above, regardless of the material utilized, to construct modular units including, but not limited to, wood, masonry, metal or plastic. In addition, this Agreement shall cover all aspects of carpenter work involved in the building and construction of all types of other new wood-framed buildings of four stories or less (hereinafter "commercial").

ARTICLE IA
Standard Construction Agreement

On jobsites involving other types of building and construction, carpenter work shall be performed under the various standard construction contracts between contractor associations and carpenter locals throughout the Commonwealth of Massachusetts.

ARTICLE II
Union Security

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

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

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