

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY
WWW.STATE.MA.US/DOS

JANE SWIFT
GOVERNOR

ANGELO R. BUONOPANE
DIRECTOR

ROBERT J. PREZIOSO
DEPUTY DIRECTOR

December 5, 2002

Mr. Marty Goulet
Owners Representative-Spencer Middle School
60 Paxton Road
Spencer, MA 01562

Re: Field Engineer v. Carpenter Occupational Classifications

Dear Mr. Goulet:

This letter responds to your request for a determination of the proper occupational classification for a worker who uses a transit, level, and total station to perform surveying duties at the Spencer Middle School construction project. The issue is whether his work, as you contend, is properly classified as "Field Engineer" or, as Mr. DeMello, general counsel of Alexander Construction contends, his work is properly classified as "Carpenter."

I have reviewed the correspondence between you and Mr. DeMello and it seems clear the worker in question is typically classified as a carpenter by his employer and, on this job, engaging in surveying activities associated with the construction of a school. For purposes of the prevailing wage law, workers are required to be paid in accordance with the occupational classification that corresponds to the tasks they perform. See Mass. G.L. c.149, sections 26-27D.

In accordance with that law, the Division of Occupational Safety ("DOS") establishes wage rates and occupational classifications from collective bargaining agreements between unions and employers in the building trades. As such, I have reviewed the craft jurisdictions for "Field Engineers" and "Carpenters" as established by their respective agreements and determine that the proper occupational classification for this worker is "Field Engineer-Chief of Party."

This decision is supported by the fact that the craft jurisdiction for field engineers specifically includes activities associated with surveying activities. The craft jurisdiction for

carpenters, on the other hand, does not specifically include surveying activities but rather speaks more broadly of "construct[ing] forms for footings or foundations of houses, buildings, [and] structures of all descriptions," "erecting of structural parts of a house," and "moving buildings." While survey work may indeed be an integral part of the broad activities covered by the carpenter's agreement, a general rule of interpretation when dealing with criminal statutes is to follow specific language over more broad language. This leaves no doubt that the specific language of the Field Engineers agreement applies in this case.

Although Mr. DeMello contends in his two letters dated November 11, 2002 that this worker does not fall under the craft jurisdiction of the Field Engineers agreement, I do not agree. The language of that agreement specifically states that "Field Engineers" establish, Inter alia, "bench marks," "control points," and "lines" up to the point where "precise measurement by survey instruments has ended." Furthermore, Mr. DeMello does not provide any support for his assertion that this worker's use of surveying equipment should not fall under the Field Engineers agreement, nor does he offer any reasons for why this worker should fall under the Carpenter's agreement.

If you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



Ronald E. Maranian
Program Manager

cc: Robert J. Prezioso, DOS Deputy Director
Kathryn B. Palmer, DOS General Counsel
Daniel S. Field, Office of Attorney General
Stephen Joyce, Carpenters Regional Council-East
William Ryan, Operating Engineers Local 4
Scott DeMello, Alexandra Construction

Owners Representative - Spencer Middle School

Martin Goulet E-mail - MahtyG@net1plus.com

Telephone (508) 885-2191

Fax (508) 885-2956

Spencer Middle School
60 Paxton Road
Spencer, MA 01562

11/12/02

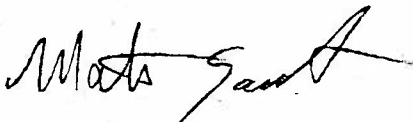
Ron Maranian
Division of Occupational Safety

Dear Ron,

I am sending recent correspondence regarding the classification of a work on this project. Alexandra Construction insists Mr. Gallant is only doing the work of a carpenter in laying out the points of the building. It is my opinion that he is doing the work of a surveyor and should be paid that rate of pay.

I've spoken to Trish Bopp at the Atty. General's office in Worcester and she requested that I get a determination from you in writing on this matter. Please review the attached correspondence and send me your determination so I can resolve this issue.

Thank you for your assistance in this matter,



Marty Goulet
Attachments: 4 pages

(1)

**ALEXANDRA
CONSTRUCTION**

November 11, 2002

Mr. Martin Goulet
Owner's Representative
Spencer Middle School
60 Paxton Road
Spencer, MA 01562

Re: Bob Gallant

Dear Mr. Goulet:

I am the General Counsel for Alexandra Construction and the above referenced matter has been referred to my attention. As you are aware Mr. Gallant is Epernay Design and Construction's carpenter/ Foreman for the Spencer Middle School Project. Mr. Gallant uses a transit and level to perform his carpenter/foreman duties. As a result you have requested that Mr. Gallant be paid as a "Field Engineer".

However, Mr. Gallant's job duties do not meet the definitions contained in the field Engineers- Technical Engineers Agreement that forms the basis for the job descriptions for prevailing wage purposes. Article I of said agreement states: " 1. This agreement shall apply only to those employees as defined in Article VIII herein-employed in line and grade work, including but not limited to: The work of establishing or re-establishing base lines, center and offset lines; establishing bench marks and the transferring of grades and elevations; the establishing of right-of-way, control points and lines; and the cross sectioning of areas."

These are not the duties that Mr. Gallant is performing for Epernay Design and Construction. Alexandra Construction engages the services of a registered land surveyor to perform these duties. Based upon this definition of work, Mr. Gallant is not entitled to payment as a field engineer. It should be noted that the agreement was provided by Mr. Maranian. Accordingly, Epernay Design and Construction will not be adjusting its payments to Mr. Gallant and no retroactive compensation is required.

Very truly yours,

Steven DeMello, Esq.
General Counsel

Attachments

File: gallantspencer111102.dg

(2)

Owners Representative - Spencer Middle School

Martin Goulet E-mail - MahtyG@net1plus.com

Telephone (508) 885-2191

Fax (508) 885-2956

Spencer Middle School
60 Paxton Road
Spencer, MA 01562

11/11/02

Scott DeMello
Alexandra Construction
20 Ossipee Rd.
Newton, MA 02464

Dear Mr. DeMello,

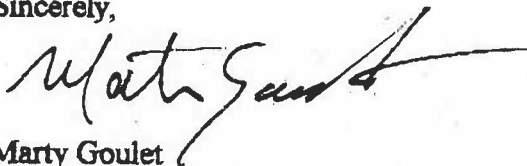
I received your correspondence today regarding the pay rate of Bob Gallant. There are some glaring errors in your understanding of the work Bob is doing. Bob is not using a transit to accomplish the work in question, he is using a total station. A transit is a carpenters tool. A total station is a surveyors tool. It calculates the location of critical building points in minutes and seconds. The points are located by sighting a prism held by the rod man. Bob has laid out most of the trenches for foundations, the footings in the trenches, the column piers, the location of the walls on the footings and the locations of all anchor bolts in the wall and piers.

I am attaching to this letter, the Field Engineers - Technical Engineers Agreement you sent me. I have underlined the work being done by Mr. Gallant. It is clearly covered by the agreement.

I have been a clerk for many years and before that I was a carpenter for 20 years. I know the difference between carpenters layout work and surveyors lay out work.

This matter will not be resolved until Alexandra makes adjustments to future payrolls and provide retroactive compensation back to 08/08/02. Please provide evidence of the retroactive payment to Mr. Gallant.

Sincerely,



Marty Goulet

Cc: Vinny Matulaitis, LPA, Ron Marainian - DOS, Art Sisko Carpenters Local 107

SEP-27-2000 15:59

TUE LOCAL 4

(3)

This Agreement entered into this first day of November 1999, by and between the Associations and such Independent Employers as subscribed below, hereinafter known as the "Employer," and the International Union of Operating Engineers Local No. 4-E, hereinafter known as the "Local" or and shall continue in full force and effect through the 31st day of October 2003.

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, including the discharge of an employee, or any misunderstanding in the interpretation of this Agreement, to provide, insofar as possible, for the continuous employment of labor, and to bring about stable conditions in the industry, and to establish necessary procedure for the amicable adjustment of all disputes which may arise between Employers and employees.

ARTICLE I CRAFT JURISDICTION

1. This Agreement shall apply only to those employees as defined in Article VIII herein employed in line and grade work, including but not limited to: the work of establishing or re-establishing base lines, center and offset lines; establishing bench marks and the transferring of grades and elevations; the establishing of right-of-way, control points and lines; and the cross sectioning of areas. All instruments, including global positioning instruments and optical and electronic line, distance and grade devices used in connection with the above work. Field Engineer/ Technical Engineer jurisdiction may terminate at the point where precise measurement by survey instruments has ended.

2. The Local recognizes that surveying instruments; transits, levels, theodolites, electrotopes, lasers when used as instruments, piezometers when instrumented and fathometers, may be used by executive and supervisory personnel to check out work already done by employees covered under this Agreement.

3. In the event of the absence of an employee, the Employer shall call for a replacement, and in the meantime, may do the work with supervisory personnel.

ARTICLE II SCOPE OF EMPLOYMENT

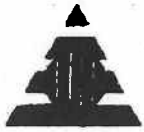
1. The parties to this Agreement believe that a uniform Agreement, when applied to line and grade work, if adopted by the Local and the Employers engaged in heavy and building construction, would further the interest of this industry. Building and heavy construction, where referred to in this Agreement, is defined as work performed within the scope of the project construction agreement including verification of location and elevation when necessary. This uniform Agreement should contain the following principles.

a. There should be no limitations to the amount of work a Field Engineer/Technical Engineer shall perform during the work day, it being understood that an employee shall perform a fair and honest day's work.

b. That there be no restrictions of the use of tools, appliances or new technologies.

c. Employees covered by this Agreement may be used by the Employer in other office related work.

d. This Agreement excludes executives, administrators, and supervisors, and shall not apply to any field survey work beyond the direct control of the Employer, or when the owner retains Licensed Land Surveyors or Licensed Professional Engineers to check or verify any work.

**ALEXANDRA
CONSTRUCTION**

November 11, 2002

Mr. Marty Goulet
Owner's Representative
Spencer Middle School
60 Paxton Road
Spencer, MA 01562

RE: Bob Gallant

20 Ossipee Road

Dear Mr. Goulet:

Newton, MA

I am writing in response to your November 11, 2002 letter. The fact that Mr. Gallant uses a total workstation does not change the character of work that he is performing. I assume by your statement that if he was using a transit and level, which it is my understanding that the total work station is performing these functions, Mr. Gallant would not be entitled to additional compensation. The total workstation is nothing more than a more advanced transit and level.

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Further, the sections that you point to in the Agreement only support Alexandra Construction's contention. Mr. Gallant is not establishing or re-establishing base lines, center and offset lines, or establishing benchmarks and transferring grades and elevations. Mr. Gallant's functions of performing carpentry layout using a total workstation do not transform him into a "field engineer". Accordingly, as previously indicated, Alexandra Construction will not be adjusting Mr. Gallant's payroll.

617-630-8150

Very truly yours,


Scott K. DeMello, Esquire
General Counsel

Fax 617-630-8191

(4)

***FIELD ENGINEERS - TECHNICAL ENGINEERS
AGREEMENT***

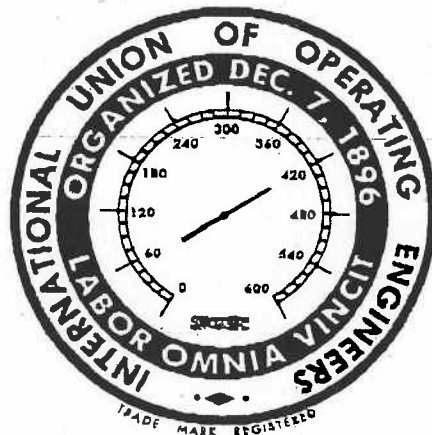
between

ASSOCIATIONS - INDEPENDENT EMPLOYERS

and

INTERNATIONAL UNION of OPERATING ENGINEERS

LOCAL 4 E



November 1, 1999 - October 31, 2003

120 Mount Hope Street, Roslindale, MA 02131
Phone (617) 323-9300 - Fax (617) 323-7821 - e-mail IUOELocal4@erols.com

Property of Local 4

This Agreement entered into this first day of November 1999, by and between the Associations and such Independent Employers as subscribed below, hereinafter known as the "Employer," and the International Union of Operating Engineers Local No. 4-E, hereinafter known as the "Local" or and shall continue in full force and effect through the 31st day of October 2003.

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, including the discharge of an employee, or any misunderstanding in the interpretation of this Agreement, to provide, insofar as possible, for the continuous employment of labor, and to bring about stable conditions in the industry, and to establish necessary procedure for the amicable adjustment of all disputes which may arise between Employers and employees.

ARTICLE I CRAFT JURISDICTION

1. This Agreement shall apply only to those employees as defined in Article VIII herein employed in line and grade work, including but not limited to: the work of establishing or re-establishing base lines, center and offset lines; establishing bench marks and the transferring of grades and elevations; the establishing of right-of-way, control points and lines; and the cross sectioning of areas. All instruments, including global positioning instruments and optical and electronic line, distance and grade devices used in connection with the above work. Field Engineer/Technical Engineer jurisdiction may terminate at the point where precise measurement by survey instruments has ended.
2. The Local recognizes that surveying instruments; transits, levels, theodolites, electrotapes, lasers when used as instruments, piezometers when instrumented and fathometers, may be used by executive and supervisory personnel to check out work already done by employees covered under this Agreement.
3. In the event of the absence of an employee, the Employer shall call for a replacement, and in the meantime, may do the work with supervisory personnel.

ARTICLE II SCOPE OF EMPLOYMENT

1. The parties to this Agreement believe that a uniform Agreement, when applied to line and grade work, if adopted by the Local and the Employers engaged in heavy and building construction, would further the interest of this industry. Building and heavy construction, where referred to in this Agreement, is defined as work performed within the scope of the project construction agreement including verification of location and elevation when necessary. This uniform Agreement should contain the following principles.
 - a. There should be no limitations to the amount of work a Field Engineer/Technical Engineer shall perform during the work day, it being understood that an employee shall perform a fair and honest day's work.
 - b. That there be no restrictions of the use of tools, appliances or new technologies.
 - c. Employees covered by this Agreement may be used by the Employer in other office related work.
 - d. This Agreement excludes executives, administrators, and supervisors, and shall not apply to any field survey work beyond the direct control of the Employer, or when the owner retains Licensed Land Surveyors or Licensed Professional Engineers to check or verify any work.

AGREEMENT

BETWEEN

THE NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS

COMPRISED OF THE FOLLOWING LOCAL UNIONS
OF THE

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,
AFL-CIO**

ASHLAND – Local No. 475

BOSTON – Locals No. 33, 40, 67, 218

BROCKTON – Local No. 624

ESSEX/MIDDLESEX – Local No. 26

FALL RIVER – Local No. 1305

HINGHAM – Local No. 424

MERRIMACK VALLEY – Local No. 111

NEWTON – Local No. 275

NORWOOD – Local No. 535

WOOD FRAME – Local No. 723

WORCESTER – Local No. 107

AND

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

AND

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

AND

**LABOR RELATIONS DIVISION OF THE
CONSTRUCTION INDUSTRIES OF MASSACHUSETTS**

EFFECTIVE:

OCTOBER 1, 1997 THROUGH SEPTEMBER 30, 2001

AGREEMENT

AGREEMENT as entered into this 1st day of October, 1997 by and between the Labor Relations Division of the Associated General Contractors, of Massachusetts, Inc. and the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., and the Labor Relations Division of the Construction Industries of Massachusetts, on behalf of such members as may from time to time authorize the same to be done, and such other Employers who assent to its provisions by signature thereto and as hereinafter called the Employer and the New England Regional Council of Carpenters and on behalf of Local Nos. 26, 33, 40, 67, 107, 111, 218, 275, 424, 475, 535, 624, 723, 1305 of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, hereinafter called the Union or carpenter. Prior to negotiations a current list of members of the Associations who have so authorized will be furnished 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 Contractor Employers, the public and the Union, and that all concerned must benefit by industrial peace and by the establishment and maintenance of fair contractual terms, conditions and provisions, and by the establishment and use of proper and fair methods of settling grievances.

Therefore, be it resolved:

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

ARTICLE I Recognition

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

Trade Autonomy

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

The handling, erecting, installing, dismantling of machinery and equipment, and the manufacturing of all materials where the skill, knowledge and training of the Carpenter or Joiner

are required, either through the operation of machine or hand tools, either at the job site or in production of shops and factories.

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

Carpenters and Joiners, Millwrights, Timbermen and Core Drillers, Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient-Floor Layers and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators, Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Casket and Coffin Makers, Box Makers, Railroad Carpenters and Car Builders and Lathers, and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the unloading, handling, distributing, erecting and installing material for any of the above divisions or sub-divisions that is in the jurisdiction of the carpenter. Burning, welding, rigging and the use of any instruments or tools for layout work, incidental to the trade, including the spotting and aligning of all chalk lines and grades (other than control lines) that govern any work to be performed by carpenters.

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 VIII ("Total Wages, Overtime, and other Payment Provisions") 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.

Words and Phrases Defined

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

The term "**Carpenter**" and the term "**Joiner**" are synonymous, and in either case shall mean one who prefabs or constructs forms for footings or foundations of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material,

the erecting of structural parts of a house, building or structure made of wood or any substitute such as plastics or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and stripping and dismantling of all forms. The fabrication, erecting and dismantling of all falsework. Where power is used for the setting or dismantling of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters. The fabrication and/or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts is included.

All framing in connection with the setting of metal columns. The setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making, setting, and stripping of all forms used in concrete work, including jacking of slip forms.

The installation of all mouldings made of wood, metal, plastic or composition, installing of run-strips for plumbers or other trade or cutting for pipes through floors, joists or partitions composed entirely or in part of wood or other materials erected by Carpenters.

The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal, or plastics or composition materials; fastening on of all wooden, plastic or composition cleats to iron work or on other material; the erecting and installation of Stran Steel or similar material; cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers; setting and hanging of all sash, doors, inside and outside blinds, windows and other frames, erection or application of all shingles, siding, wallboard, or sheets composed of wood, wood pulp, plastic, plaster, transite or composition materials or any combination of any of the above with any other material including combined or faced with metal regardless of the manner attached.

Erection of all wood, metal, plastic, and composition partitions; cutting and applying of all furring, making and fastening of wood brackets for metal ceilings and side walls; erecting of all wood furring for cornices, and putting on all grounds for plaster or cement finish.

The building, erecting and dismantling of all scaffolding and staging for all trades; the building and constructing of all derricks; the making of mortar boards, boxes and trestles; putting in needle uprights; all shoring of buildings, razing and moving buildings.

Fitting, installation and fastening of stops, beads and moulding in doors and windows; framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood. The hanging, setting and installation of wood, metal or plastic doors, sash, jambs, bucks, casings, mouldings, chair rails, mantels, base or mop boards, wainscoting furniture, china closets, kitchen cabinets, wardrobes, and installation of bowling alleys.

The manufacturing and erecting of cooling towers and tanks. The installation of wood, plastic or metal awnings, door shelters, marquees and jalousies. The laying and finishing of all

floors including wood, cork, asphalt linoleum, vinyl, rubber or any other type of resilient floor covering. The installation of rugs, carpets, draperies and curtains. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in its entirety; and all insulation whether nailed, glued or blown.

Building and erecting stairs, store, office, bank and other fixtures, shelving, racks whether of wood or other material; making and fitting of screens; putting on weather strips and caulking. The installation of laboratory equipment including cabinets and work benches, bookcases and cabinets either separately or used in conjunction with heating and/or air-conditioning units, blackboards, bulletin boards, billboards, meterboards and boards of all types.

The handling of lumber, fixtures, trim and other material erected by Carpenters. The erection of porcelain enameled panels, metal siding, and the erection, dismantling and reinstallation of wood fences. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings; installing wood, metal and plastic corner beads; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings, building and repairing coal pockets, breakers, washers, tipples; setting of forms for sidewalks, sidewalk lights, curb and gutters, and all welding and burning incidental to carpentry.

The operation of winches, jacks, (scissors or man lifts) aerial lifts whether operated manually or mechanically by portable operating devices, used to handle materials to be installed, erected, (or dismantled) by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade.

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

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

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

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

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

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

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

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

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

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

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

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

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