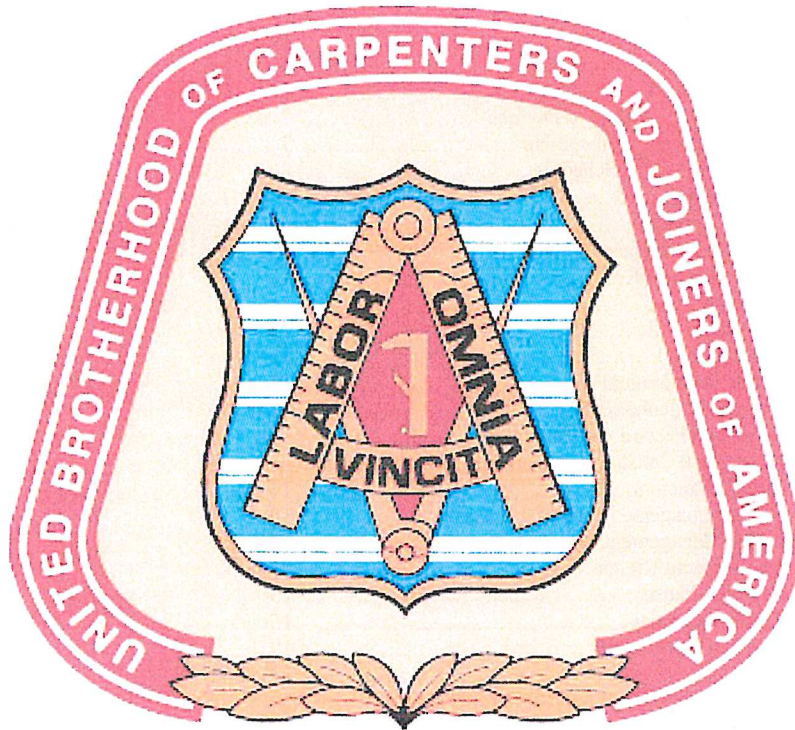


**NORTH ATLANTIC STATES REGIONAL COUNCIL OF
CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS
AND
JOINERS OF AMERICA**



AGREEMENT

**Between
the**

ASSOCIATION OF WALL CEILING & CARPENTRY OF NY INC.

and the

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

LOCAL UNION 290

Covering Nassau and Suffolk Counties

May 1, 2022, through April 30, 2025

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RECOGNITION

This Agreement is entered into by the Association/Contractor _____, hereafter referred to as the "Association", on behalf of their members who employ or may employ unit employees and THE NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS and of THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, or any successor Council, hereafter referred to as the "Union". The Union recognizes the Association as the exclusive bargaining representative of all employer-members of the Association who have designated the Association as their bargaining representative. The Association recognizes the Union as the sole and exclusive collective bargaining representative of all carpenters and employed by the Employer in the performance of all work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

The parties agree that the collective bargaining unit covered by this agreement is a single multi-employer bargaining unit consisting of employers represented by the Association that is bound to this agreement, including any individual employers who are not members of an Association but who sign the agreement or agree to be bound to it.

This agreement shall be binding on signatory contractors who are or who may become signatory contractors during the duration of the agreement. Signatory contractors shall be bound by the terms of this agreement for the duration thereof irrespective of the fact that they may have terminated their membership in the Association.

The Employer is satisfied and acknowledges that the Council has claimed and demonstrated that the Council has majority support and represents a majority of the Employer's Employees in an appropriate bargaining unit for purposes of collective bargaining. Accordingly, the Council demands recognition, and the Employer recognizes the council, as the exclusive bargaining agent under Section 8(f) for Nassau and Suffolk Counties of the NLRA (National Labor Relations Act) for all of its Employees within the contractual bargaining unit.

Employers who sign independently recognize a single-multi employer collective bargaining unit through the Association. In such case, each employer, by signing or agreeing to be bound by this Agreement thereby authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement and for subsequent negotiations, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining, whether or not it becomes or remains a member of this Association. A withdrawal of such bargaining authority by any independent signatory shall only be effective if in writing and received by the Council not more than ninety (90) days and not less than sixty (60) days prior to expiration of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

The parties hereby waive any right they may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification, or amendment to this Agreement, or during the negotiation thereof.

PREAMBLE

The Employer is desirous of employing carpenters and joiners and all subdivisions of the United Brotherhood of Carpenters and Joiners of America in the Construction Industry and appurtenances thereto within the Territorial Jurisdiction of this Agreement.

This agreement is entered into to prevent strikes and lockouts; to facilitate the peaceful adjustment of grievances and disputes between the Employer and the Union and its members; to prevent waste; unnecessary and avoidable delays and the results through them to the Employer of cost and expense and to the employees covered thereby of loss of wages; to enable the Employer to secure at all times sufficient forces of skilled workers; to provide as far as possible for the continuous employment hereunder of labor; to provide that employment hereunder shall be in accordance with conditions and at wages herein agreed upon, and by reason of this Agreement and the purpose and intent hereof, to bring about stable conditions in the Industry, keep costs of work in the Industry as low as possible, consistent with fair wages & proper working conditions as provided for hereunder

4. In the event that the Joint Committee is unable to decide the dispute within 15 days business days, either party may request arbitration by submitting in writing, with a copy to the other party, a request to the American Arbitration Association for a panel of arbitrators, one of whom shall be selected by the Joint Committee. The decision of the Arbitrator shall be final and binding on all parties concerned. The expenses of the arbitrator shall be borne equally by the two parties to this Agreement.

Section (b). During the term of this Agreement, and during the period of hearing grievances and arbitration, neither party shall order or sanction any lockout, strike or other work stoppage or slowdown.

**JURISDICTIONAL (DISPUTES-PROCEDURES)
ARTICLE FIVE**

Section (a). Jurisdictional Dispute by any Union(s) and which involves the Union, including any of its affiliated Local Unions (collectively North Atlantic State Carpenters”) agree not to use or be bound by the Plan for the Settlement of Jurisdictional Disputes (the “Plan”), except when PLA’s are the binding agreement for a particular project.

Section (b). All jurisdictional disputes which involve the Northeast Regional Council of Carpenters shall be settled through arbitration where the arbitrator shall be bound by and render his/her decision according to local area practice. The assignments of the Contractor(s) shall be followed, and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the Arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The Parties agree to utilize the rules of the American Arbitration Association for selection of an arbitrator and conduct of the arbitration.

**FOREMEN-GENERAL FOREMAN
ARTICLE SIX**

Section (a). All Foremen and General Foremen shall be journeymen members of the Union and shall be hired and discharged subject to the provisions of the Labor Management Relations Act of 1947, as amended.

Section (b). A Foreman shall not act in the dual capacity of a job superintendent.

Section (c). General Foreman must be designated by the Employer when there are three (3) or more foremen employed on the job.

Section (d). When five (5) carpenters and/or apprentices are employed, one shall be designated as a foreman. He/she shall be responsible for the laying out of work and to assign work to respective workers. The foreman shall be permitted to work with journeymen's tools at the discretion of the employer.

**CONDITIONS OF EMPLOYMENT
ARTICLE SEVEN**

Section (a). Except as otherwise provided Article Twenty-One, a fifty percent (50%) ratio of carpenters must be journeyperson whose employment with the Employer originated in the Council’s geographic jurisdiction and this ratio shall be maintained throughout such job in the manner heretofore described. This shall apply to each job of each individual Contractor.

Section (b). All employees shall receive five (5) minutes before noon, and at the end of each day's work for the purpose of picking up their tools and securing them from loss through theft or damage resulting from job operations or weather conditions.

Section (c). The time-honored custom of a "Coffee Break" shall be permitted during the morning working hours with the mutual understanding that this custom shall not be abused by the employee or employer. A coffee break shall be permitted in the late afternoon if the job is to work more than eight hours

Section (d). Every employer shall provide a weather tight building or room large enough to accommodate the employees covered by this Agreement, for use as a tool room and shelter. This room shall be provided with a table and benches for use during lunch time for their use. During the months from November 1 thru April 1 the shelter must be heated.

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Section (w) Applicants for referrals through the Referral Hall shall be sent out in rotation provided they have the necessary skill and experience to fill the job as established by the Council. Carpenters who have been employed for substantial periods of time within the two (2) years prior to the date they seek employment through the Referral hall by any Contractor who is a party to this Agreement, or by any other Contractor where such Contractor was a party to any agreement with the Union, shall be presumed to meet the general requirements of skill and experience and shall be placed on the referral list.

Section (x) All other carpenters must pass a fair and comprehensive examination given by the Local Union Examining Committee before they shall be placed on the job referral list.

**EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE EIGHT**

The Employer and the Union shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, marital status, sexual orientation or citizenship status with respect to any employment decisions as required by Federal, State and Local Laws.

**DISCHARGE NOTICE
ARTICLE NINE**

Employees shall upon discharge, receive one (1) hour notice with wages and benefits for the purpose of collecting his/her tools. It is understood that he/she shall remain on the job to the normal quitting time. If discharged at the end of the regular hours of work, he/she shall receive one (1) hours pay at the straight time rates in lieu of notice. Upon discharge, he/she shall be paid in full.

Any employee who does not receive his/her wages in full upon discharge or before quitting time shall be paid waiting time at straight time rate, including benefits, for each hour of waiting until he/she is paid in full including the waiting time hours, not to exceed two (2) days' pay for waiting time.

**HOLIDAYS
ARTICLE TEN**

Section (a). The following days shall be considered Legal Holidays.

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day

Section (b). No work shall be performed on the above-mentioned legal holidays without the permission of the Union. All work performed on the above-mentioned legal holidays shall be at double the straight time rates for the regular hours of the regular work day with straight time fringe benefits.

Section (c). Where a holiday falls on Sunday, it shall be observed on Monday.

Section (d). Holiday Pay, report in time, overtime and waiting time require payment of Fringe Benefits.

**HOURS OF WORK - OVERTIME
ARTICLE ELEVEN**

Section (a). The standard hours of work and start times are between the hours of 6:00 a.m. & 9:00 a.m. and 2:30 p.m. & 5:30 p.m. Monday through Friday with a thirty (30) minute unpaid lunch included.

Section (b). The working week shall be five (5) days from Monday to Friday inclusive of an eight (8) hour day. Except as provided hereinafter, no work shall be performed on any other days or outside the hours specified, without permission of the Union. A contractor may request a seven (7) hour work day by notifying a Council Representative 48 Hours prior to the start of project.

**REPORTING TIME - REPORT IN TIME
ARTICLE THIRTEEN**

Section (a). All employees reporting for work at the beginning of a shift who are not furnished with work for any reason excluding inclement weather shall receive two (2) hours pay for "Reporting Time." Should any employee commence work, he or she shall receive no less than two (2) hours pay. The employees shall remain on the job for the two (2) hours unless directed otherwise by the foreman. If weather or other conditions make it impractical to work, pay shall be based on the actual hours worked which includes "Reporting Time".

Section (b). Employees ordered to report for work on Saturday or Sunday or days listed under ARTICLE TEN (10) and who are prevented from working because of inclement weather or other reasons beyond the control of the employer, the employees shall be paid at the applicable overtime rate if no work is performed during the hours of "Reporting Time" as required under Sections (a) above.

Section (c). If work is performed during any part of the above mentioned "Reporting Time" hours, the applicable overtime rate shall be paid, time and one-half on Saturdays, double time Sundays and holidays.

Section (d). Reporting time, report in time, holiday pay and overtime, require payment of Fringe Benefits.

Section (e). Where, for the benefit of an Employer, an employee must cross a body of water in order to reach the job site (islands including man made) and there is no public transportation available to said site, then it shall be the responsibility of the Employer to provide adequate safety and comfort for the employee's transportation. The time for such transportation, whether public or private, shall be paid by the Employer (not ordinary bridge tolls) from the time of departure from mainland until time of return to mainland.

Section (f). Pursuant to Section 9 of New York Labor Law Chapter 31, Article 6, § 196-b ("New York Paid Sick Leave Law"), the Employer shall make vacation contributions on employees' behalf, as set forth in this collective bargaining agreement, in lieu of providing benefits in the manner described in the New York Paid Sick Leave Law.

**SHIFT WORK - PAY SCHEDULE
ARTICLE FOURTEEN**

Section (a).

(1). First Shift

Regular hourly rate of wages and benefits, with a 30 minute lunch break.

(2). Second Shift

Regular hourly rate plus 15% per hour. with a 30 minute lunch break.

(3). Third Shift

Regular hourly rate plus 15% per hour. with a 30 minute lunch break.

Section (b). All shift work hours are paid at straight time benefits.

Section (c). All requests for shift work shall be approved by the Union before start of same.

Section (d). Any hours worked outside the normal shift shall be at time and one half the appropriate wage rate for each appropriate shift.

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in the payment of contributions to the Funds. The Union shall not be obligated to return Employees to work unless and until all delinquencies have been made as required.

Section (e). Where such action is necessary as a result of the delinquency of any Employer in the payment of wages or fringe benefits as set forth in this Agreement, such delinquent Employer shall be required to pay the Employees' wages and fringes for each day not to exceed three (3) days prior to returning to employment for such Employer.

Section (f). The Trustees of the Funds shall have the authority to audit the payroll of a contributing Employer to determine the accuracy of reports submitted to the respective Funds. In addition, the Trustees shall be authorized to audit the reports of a contributing Employer who may be more than twenty-one (21) day's delinquent in its reports. The cost of the audit are to be paid by the delinquent Employer.

Section (g). A seven (7) day notice to the delinquent Employer of the proposed audit shall be deemed sufficient notice. Such notice shall direct the Employers to have its books and records available to the auditor.

Section (h). The Union retains the exclusive right to allocate, or to reallocate, at any time, all wages and contributions to those Fringe Benefit Funds determined by the Executive Secretary-Treasurer.

Section (i). On request, each Employer and/or Union shall receive a copy of the Funds' annual reports.

Section (j). Weekly Contributions

Section (k). Throughout the life of this Agreement the Council will periodically provide the Association and/or Employers with rate sheets providing for the allocation of benefits to its Employees. The Employer is solely responsible for providing its Employees with the correct benefits. It is understood and agreed that the preceding provisions shall apply to each of the jointly administered Funds: North Atlantic States Carpenters Health & Welfare Fund, North Atlantic States Carpenters Pension Fund, North Atlantic States Carpenters Training Fund, North Atlantic States Carpenters Annuity Fund and the North Atlantic States Carpenters Labor Management Program or its successor funds.

Section (l). The phrase "employees covered by this Agreement" shall be deemed to include full time employees of the Union. For the purpose of computing payments to each of the funds, overtime hours shall be figured at straight time rates.

Section (m). All Employers shall be responsible for payment of all amounts due the "Benefit Funds" of its Sub-Contractors after receipt by the Employer of notice from the Union that such Sub-Contractors have been delinquent in payment of Benefit Fund contributions for seven (7) days from the due date.

Section (n). Effective January 1, 2023, each Employer shall make all Fund contributions and working dues deductions utilizing the Funds' electronic benefit program. The electronic benefit program to be utilized by the Funds will provide for the payment of benefits by Employers for each hour due to the Funds under this Agreement and dues deductions as provided for in Article Eighteen (Article 15 in AGC CBA). All Employers will be required to remit all benefit contributions to the Funds using the Fund Office's I-Remit program, or any successor electronic benefit program utilized by the Funds.

The Funds have established the North Atlantic States Carpenters Central Collection Agency (NASCCCA) whose purpose is to perform the collection, auditing and related activities for the Funds. The NASCCCA is directed equally by Union and Employer Trustees.

**INDUSTRY ADVANCEMENT FUND
ARTICLE SEVENTEEN**

The Industry Advancement Fund for the Association of Wall, Ceiling & Carpentry Industries has been established for the purposes of promoting industry advancement and related programs to improve conditions in the industry and enhance employment of employees within the jurisdiction of the Union.

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Section (c). Prior to commencing any work, the contractor shall carry all required Worker's Compensation Insurance covering all carpenters with an insurance carrier licensed or authorized to do business in the State of New York. The contractor shall, at his own expense, cover carpenters under the Disability Benefits Law of the State of New York effective immediately upon the commencement of work. The contractor shall make all Social Security payments and all New York State Unemployment Insurance payments for all carpenters. The contractor shall carry any and all protective insurance and shall make any and all social benefits payments covering the carpenters which he is required to carry or to make under any federal, state, municipal or local law, rule or ordinance. Upon signing an Agreement with the Union or the Association or upon request by the Union the contractor must provide proof with a copy of Workers' Compensation Coverage form C105.2, Disability Coverage form DB120, NYS Unemployment Insurance and Federal Withholding Tax Numbers or an equivalent accepted by the union.

STEWARD ARTICLE TWENTY

Section (a).

1. The General Contractor, as an employer, recognizes the right of the Union to appoint one of its members to act as steward on the General Contractor's payroll immediately upon the commencement of any carpentry activity on the job by the General Contractor or any subcontractors which are covered under this agreement. When the General Contractor does not employ any carpenters on the site, the General Contractor recognizes the right of the Union to appoint one of its members as Steward on a sub-contractor's payroll immediately upon the commencement of any activity on the job.

2. The Union shall appoint a working steward. The Union shall advise the employer, or his/her representative, of the designation. The steward shall be employed whenever any work covered by this Agreement is being done on the job on which he/she is the steward, provided he is qualified to do such work. He/she shall be included among the journey person who may be required to work overtime.

Section (b). The steward shall be allowed a reasonable length of time to perform his/her duties.

Section (c). The General Contractor shall assist the Union in obtaining work for the steward with a subcontractor when the General Contractor has no employees employed on the job.

Section (d). The steward shall not be laid off, transferred or discharged without prior mutual agreement of both parties.

Section (e). The steward if unjustly laid off, a grievance will be filed, and the steward will be made whole for all time lost if the layoff was unjust.

Section (f). When the employer is dissatisfied with the conduct of the steward, he/she shall notify the Union of his/her dissatisfaction and it shall be the duty of the Union to take corrective action.

Section (g). The steward shall be notified when any hiring, firing or lay-off is contemplated.

MOBILITY ARTICLE TWENTY-ONE

Section (a). The first person on the job shall be the Steward assigned by the Union. The second carpenter on the job shall be the employer's Foreman, who must be a member of Local 290 or referred by the Council, (or otherwise he would be matched, but not by a Steward). If the Contractor is a member of an Association, they may then refer to section (e) of the article.

Section (b). The employer shall have the right to assign the balance of the workforce from among its existing employees so long as the journey person's employment with the Employer originated in the Council's geographic jurisdiction. If the Employer assigns a journey person whose employment with the Employer did not originate in the Council's geographic jurisdiction, the Union will have the right to match as per current Agreement (50/50). On all jobs having five (5) or more carpenters, the contractor will make a reasonable effort that at least one (1) of said five (5) shall be a carpenter with 25 continuous years of service or more under the terms of collective bargaining agreement within the Council's geographic jurisdiction, or one may be appointed by a Council Representative.

2. The Employee has the right to have a second test taken on his own time and at his own expense within 24 hours of receiving the results of the first test. If the second test proves negative, the Employer will reinstate the Employee or require a third test.

3. If a third test is required it shall be taken on the Employees time within 24 hours of receiving the results of the second test. The Employer shall pay the expense of such testing. If the last two tests prove negative, the Employee shall be reinstated.

**TOXIC AND HAZARDOUS MATERIALS
ARTICLE TWENTY-FOUR**

Section (a).

1. Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material shall wear all protective equipment mandated by New York State or Federal Regulations or required by the Employer as a safety precaution. Protective equipment subject to this provision shall include but is not limited to asbestos suits, face masks and special breathing equipment.

2. Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment as explained in Section (a) Paragraph (1) shall receive two (2) additional hours of wages and benefits per day.

Section (b). The Employer shall provide all required hazardous material protective equipment.

Section (c). When showers, x-rays or change to asbestos suits are required, provisions shall be made for the appropriate facilities. All showers, x-rays and changes to asbestos suits, when required, shall be performed during working hours or paid at the applicable overtime rate.

**ALTERNATIVE CONSTRUCTION MANAGER LANGUAGE
ARTICLE TWENTY-FIVE**

Whenever any signatory contractor performs work as a construction manager or solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, with respect to all jobsite work, including, but not limited to, assuring that all work covered by this Agreement is performed by contractors that are parties to a collective bargaining agreement with the Union, provided, however, this provision shall not apply to 1) any affiliated development company or entity that does not manage and/or coordinate the construction contracts or construction work and that does not participate in the selection of subcontractors or 2) any signatory contractor acting as a construction manager overseeing a public works project, where a bid awarded to a non-signatory contractor as the lowest responsible bidder is outside of the control of the construction manager and is otherwise required by law. The Employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or construction work or the selection of subcontractors and/or whether work has been awarded to the lowest responsible bidder on a public works project.

**SUB-CONTRACTING
ARTICLE TWENTY-SIX**

Section (a). This Agreement shall bind the parties hereto and any and all Subcontractors employed by the Contractor and any contract entered into with any Subcontractor shall contain a stipulation binding said Subcontractor to the conditions and covenants of this Agreement. The Contractor shall be responsible for any claims against any of its Subcontractors relating to wages and contributions due to the Welfare, Pension, Vacation, Annuity, Labor-Management Cooperation and the Apprentice Training Committee Trust Funds or other Fringe Benefit Funds enumerated herein. Every Employer party to this Agreement shall notify the Council of the awarding of any contract on which carpenter works is to be performed, whether by the Contractor or its Subcontractor. Said notice shall include location of the job and the name and address of the Contractor or Subcontractor involved. To the extent permitted by law, failure to comply with this section shall be a breach of the Agreement and shall authorize the Union to remove its members from any job on which said Contractor or Subcontractor is working until said notice is complied with. Said notice shall be within thirty (30) days of contract award and in any event no less than seventy-two (72) hours before the start of work.

**MANAGEMENT RIGHTS
ARTICLE TWENTY-NINE**

Except where specifically limited by this agreement, the direction of employees, the determination of employee competency, the right to hire, transfer, promote, discharge, lay-off for lack of work and the scheduling of work are rights vested in the employer.

In the event that the Union grants more favorable terms and conditions than those specified in this agreement to any employer or employers, unless approved by the Executive Director of the association and the Union, then this agreement may be modified, at the option of employer, to incorporate such other more favorable terms and conditions.

Union shall retain an affirmative duty to notify employer, or employer's representative, of the existence of any different collective bargaining agreements, unless so approved, than the one entered into by the Union herein, within seven days of signing said agreement.

**SAVINGS CLAUSE
ARTICLE THIRTY**

It is mutually agreed that if the adoption of any State or Federal Legislation or Regulation, or a decree of a Court of Competent jurisdiction, conflicts with or is contrary to or has a direct bearing upon any of the provisions of this Agreement, negotiations will be opened to make the necessary adjustments in this Agreement, but negotiations will be confined to changes in existing laws and regulations. It is further mutually agreed that if any changes in New York State Labor Law 220 or Federal Davis Bacon Prevailing Laws are adopted, which would cause a signatory employer to be less competitive than a non-signatory employer, a wage and fringe reopener can be requested. Both the Association and Union must agree that the union contractor is less competitive because of the above changes. Should any provision of this Agreement be declared invalid, such declaration shall not invalidate the remaining portions of this Agreement.

**TRADE AUTONOMY
ARTICLE THIRTY-ONE**

The Trade Autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, hollow metal or fiber or of the products composed in part of wood, hollow metal or fiber, the laying of all cork and composition; all other resilient floor covering, all shingles, the erecting and dismantling of machinery and the manufacturing of all wood materials, all drywall construction, all acoustical ceilings, soundproofing, fireproofing and welded wire sandwich panels; the burning, welding, rigging and the use of any and all instruments and tools for layout work, incidental to the trade. The unloading, loading, uncrating, unwrapping, handling, distribution, placement, assembly, and installation of all materials, traditionally and historically related to the work of the Carpenter shall be the work of the Carpenter.

DRYWALL: "All work in connection with the delivery, installation, erection and/or application of all material and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connections, including, but not limited to, the following items: all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking resilient channels, furring channels, doors and windows including frames, casing molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems bracing board, finish board, fireproofing of beams and columns, chases, including but not limited to the spraying of insulation, fireproofing, sound, thermal and rigid insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes and all other necessary or related work in connection therewith."

"All work in connection with the installation and erection of all gypsum wallboard to receive a veneer coat, plaster or lath or to receive traditional plaster if such materials are to be secured to nailable or screwable metal studs." The carpenter will be responsible for all CLT (Cross Laminated Timber), Glulam, LVL, Nail Laminated Timber (NTL) Laminated Strand Lumber, Single Strand Mass Timber or Wood Post and Beam or any variant of the aforementioned.

Acoustical Ceiling Systems - Five (5) general types:

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All work in relation to the installation of Photovoltaic Energy Systems (Solar Panels) Wind Turbines and other forms of renewable energy to include the following: foundations, anchor bolts, supports, brackets, pans, racks, positioning motors, counterweights and supporting structures of any kind regardless of material or design. All rigging, setting prefabrication, fastening, welding, bolting in relation to these systems, whether built on land, flat roofs, pitched roofs or any other application. When systems are mounted on motorized frames designed to be directed towards sunlight, the motorized systems will be the work of the millwright. Any changes in technology or materials that replaces an application that falls under carpenter or millwright jurisdiction shall be deemed the work of the carpenter or millwright.

Instruments such as Total Station or equivalent, transit, level, theodolite and laser when used as an instrument, piezometer when instrumented and lithometers are used by carpenters in the course of their work. The laying out of line and grade from points set in the immediate work area by the job surveyor for the purpose of performing carpentry work. There shall be no limitation of the Carpenters' use of any layout tool or instrument, which shall include any new advancements such as Robotic Layout Machines'

Building and erecting stairs, store, office, bank and other fixtures, shelving to include but not limited to metal, wood, composite and particle board and racks whether of wood or other material; making and fitting screens; putting on weather strips and caulking. The installation of laboratory equipment and related components including cabinets and work benches, bookcases and cabinets, either separately or used in conjunction with heating and/or air conditioning units, blackboards, bulletin boards, meterboards and boards of all types.

The installation of insulation material of all types, whether blown, nailed or attached in other ways to walls, ceilings and floors of new or existing buildings shall be work of the carpenter. The handling of lumber, fixtures, trim and other materials erected by carpenters. The erection of porcelain enameled panels and metal siding The handing and installation of all wardrobe closets and lockers. The assembling and setting of all seats and bleachers and components thereof in theaters, halls, churches, schools, banks, stadiums and open air structures, facilities and other buildings; installing wood, metal and plastic cornerbeads; 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 washer, tipples, setting of forms for sidewalks, sidewalk lights, curbs and gutters and all welding and burning incidental to carpentry. The installation of all bathroom blocking and accessories. All tagging, rigging and signaling incidental to the trade.

The parties agree that the work jurisdiction covered by this Agreement, includes, but is not limited to, the following: heavy highways and bridge work; commercial and industrial construction work; home building and housing construction work; the handling, milling, fashioning, joining, assembling, erecting and/or dismantling of materials of wood, metal, plastic fiber or any substitute material or materials; the laying of all cork or compo flooring, rubber tile, plastic tile, cork tile and all linoleum; the application of all asphalt shingles, roll roofing and all standing seam roofing systems; the erection and the dismantling of machinery; the erection of modular homes; the manufacture of all wood and substitute material where the skill, knowledge and training of a carpenter are required, either by the operation of machinery or the hand tools; the unloading or handling of all materials; the erection, fitting, plumbing, leveling, aligning and setting of precast concrete pieces; the manufacture and/or production of all concrete pieces made by precasting, postressing or by prestressing; the erection, fitting plumbing, leveling, aligning and/or setting of all metal studding; the unloading, handling and installation of store fixtures; the unloading, handling and placing of all refrigerated cases and/or boxes.

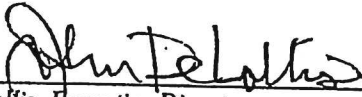
This claim and underlying jurisdiction therefor extend over the following division and subdivision of trade: Carpenters, hod-hoist carpenters, joiners, millwrights, cabinet makers, bench hands, stair builders, millmen, wood and resilient floor layers, finishers, carpet layers, shinglers, siders, insulators, acoustic and drywall applicators, casket and coffin makers, railroad carpenters, furniture workers, shipwrights, boat builders, reed and rattan workers, ship carpenters, joiners and caulkers, box makers, dock and wharf carpenters, car builders, underpinners and timbermen, pile drivers, shorers and house movers, loggers, lumber and sawmill workers, and all those engaged in the running of woodworking machinery or engaged as helpers to any of the above divisions or subdivisions.

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the Association and the Council not more than ninety (90) days or less than sixty (60) days of the stated term of this Agreement, or any succeeding Agreement in effect between the Council and Association.

The parties hereby waive any right they may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification, or amendment to this Agreement, or during the negotiation thereof.

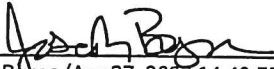
**ASSOCIATION OF WALL CEILING AND CARPENTRY
OF NY, INC. (WC&C)**



*John Delolhis, Executive Director
Association of Wall Ceiling and Carpentry of NY, Inc., (WC&C)*

3/8/23
Date

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS



*Joe Byrne (Apr 27, 2023 14:49 EDT)
Joseph Byrne, Executive Secretary Treasurer*

Apr 27, 2023
Date



William Banfield, Assistant to the Executive Secretary Treasurer

3/10/23
Date

Del
3/8/23