

BUILDING AND SITE CONSTRUCTION AGREEMENT

between

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO

and

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

and

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



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## Massachusetts Local Unions and Jurisdiction

<i>Local Union</i>		<i>Business Manager</i>	<i>Jurisdiction</i>
Boston Zones 1 & 2	22	<b>Lou Mandarini, Jr.</b> 35 Highland Ave Malden, 02148 (781) 321-6616	1/2 Allston, 1/2 Brighton, 1/2 Boston Arlington, Belmont, Brookline, Burlington, Chelsea, Everett, Malden, Medford, Melrose, Reading, Revere, Somerville, Stoneham, Wakefield, Winchester, Winthrop, Woburn <i>(Zone 1)</i>
			Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Lynn, Lynnfield, Marblehead, Manchester, Middleton, Nahant, Peabody, Rockport, Salem, Saugus, Swampscott, Topsfield, Wenham <i>(Zone 2)</i>
Fitchburg Zone 2	39	<b>David Leger</b> 434 Water Street Fitchburg, 01420 (978) 342-9067	Ashburham, Ashby, Athol, Ayer, Fitchburg, Gardner, Groton, Harvard, Hubbardston, Lancaster, Leominster, Lunenburg, Orange, Pepperell, Petersham, Phillipston, Princeton, Royalston, Shirley, Templeton, Townsend, Warwick, Westminster, Winchendon
Boston Zone 1	223	<b>Martin Walsh</b> 12A Everdean St Dorchester, 02122 (617) 282-0180	1/2 Boston, Islands of Boston Harbor, Dedham, Milton

Quincy Zones 1 & 2	133	<b>Thomas Williams</b> 265 Washington St. Quincy, 02269 (617) 479-4275	Braintree, Quincy, Weymouth (Zone 1)  Cohasset, Hingham, Hull, Scituate (Zone 2)
Norwood Zone 2	138	<b>David Sargo</b> 11 Walpole Street Norwood, 02062 (781) 762-4099	Canton, Foxboro, Franklin, Norfolk, No. Attleboro, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham
Cambridge Zone 1	151	<b>Joseph Bonfiglio</b> 238 Main Street Cambridge, 02142 (617) 876-8081	Cambridge, 1/2 Allston, 1/2 Brighton
Lawrence Zone 2	175	<b>Michael Gagliardi</b> 55 Union Street Methuen, 01844 (978) 687-7200	Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, No. Andover, No. Reading, Rowley, Salisbury, W. Newbury, Salem, NH
Worcester Zone 2	243	<b>James Porter</b> 882 Southbridge St. Auburn, 01501 (508) 832-4649	Auburn, Baldwinville, Barre, Berlin, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, E. Brookfield, Grafton, Hardwick, Holden, Leicester, Millbury, New Braintree, No. Brookfield, Northbridge, Oakdale, Oakham, Oxford, Paxton, Rutland, Shrewsbury, Southbridge, Spencer, Sterling, Sturbridge, Sutton, Warren, Webster, W. Boylston, W. Brookfield, Westboro, Whitinsville, Worcester

New Bedford Zone 2	385	<b>Dennis Maltais</b> 115 Alden Street Fairhaven, 02719 (508) 992-1089	Acushnet, Barnstable, Bourne, Brewster, Chatham, Chilmark, Cotuit, Dartmouth, Dennis, Eastham, Edgartown, Fairhaven, Falmouth, Gay Head, Gosnold, Hawthorn, Harwich, Hyannis, Marion, Mashpee, Mattapoisett, Nantucket, New Bedford, Oak Bluffs, Orleans, Provincetown, Rochester, Sandwich, Teaticket, Tisbury, Truro
Lowell Zone 2	429	<b>David Purtell</b> Elks Bldg. 40 Old Ferry Road Lowell, 01852 (978) 452-7261	Acton, Bedford, Billerica, Boxboro, Carlisle, Chelmsford, Dracut, Dunstable, Lowell, Littleton, Tewksbury, Tyngsboro, Wilmington, Westford
Waltham Zones 1 & 2	560	<b>Paul Pavone</b> 681 Main Street Waltham, 02154 (781) 894-2750	Newton, Waltham, Watertown <i>(Zone 1)</i>  Concord, Lexington, Lincoln, Maynard, , Stow, Weston <i>(Zone 2)</i>
Fall River Zone 2	610	<b>Steve Mello</b> P.O. Box 655 Fall River, 02722 (508) 672-8795	Fall River, Freetown, Seekonk, Somerset, Swansea, Westport

Framingham Zone 2	609	<b><i>Chris Murphy</i></b> 3 Pierce Street Framingham, 01702 (508) 875-5282	Ashland, Blackstone, Bellingham, Dover, Framingham, Holliston, Hopedale, Hudson, Hopkinton, Marlboro, Medfield, Medway, Mendon, Milford, Millis, Millville, Natick, Needham, Northboro, Sherborn, Southboro, Sudbury, Upton, Uxbridge, Wayland, Wellesley
Brockton Zone 2	721	<b><i>James Houston</i></b> P.O. Box 669 E. Bridgewater, 02333 (508) 378-0122	Abington, Avon, Bridgewater, Brockton, Carver, Duxbury, E. Bridgewater, Easton, Halifax, Hanover, Hanson, Holbrook, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Randolph, Rockland, Stoughton, W. Bridgewater, Whitman
Taunton Zone 2	876	<b><i>David Araujo</i></b> 5 Hill Street Taunton, 02780 (508) 824-4670	Attleboro, Berkley, Dighton, Lakeville, Mansfield, Middleboro, Raynham, Rehoboth, Taunton, Norton
Springfield Zone 3	999	<b><i>Carlo Tranghese</i></b> P.O. Box 128 Forest Park Sta. Springfield, 01138 (413) 736-7677	Agawam, Belchertown, Blandford, Brimfield, Chester, Chicopee, East Longmeadow, Granby, Granville, Hampden, Holland, Huntington, Indian Orchard, Longmeadow, Ludlow, Monson, Montgomery, Palmer, Russell, Southwick, Springfield, Tolland, Wales, Ware, West Springfield, Westfield, Wilbraham

Holyoke Zone 3	596	<b><i>Thomas Andrews</i></b> P. O. Box 563 Holyoke, 01040 (413) 534-3140	Amherst, Bernardston, Colrain, Conway, Deerfield, Easthampton, Erving, Florence, Gill, Greenfield, Hadley, Hatfield, Holyoke, Leeds, Leverett, Leyden, Miller Falls, Montague, New Salem, Northampton, Northfield, Pelham, Shelburne, Shutesbury, South Hadley, Southampton, Sunderland, Turners Falls, Wendell, Westhampton, Whately, Williamsburg
Pittsfield Zone 4	473	<b><i>Patrick Mele, Jr.</i></b> 264 Housatonic St. Pittsfield, 01201 (413) 442-1970	Adams, Alford, Ashfield, Becket, Buckland, Charlemont, Cheshire, Chesterfield, Clarksburg, Cummington, Dalton, Egremont, Florida, Goshen, Great Barrington, Hancock, Hawley, Heath, Hinsdale, Lanesboro, Lee, Lanesborough, Lenox, Middlefield, Monroe, Monteray, Mt. Washington, New Ashford, New Marlboro, North Adams, Otis, Peru, Pittsfield, Plainfield, Richmond, Rowe, Sandisfield, Savoy, Sheffield, Stockbridge, Tryingham, Washington, West Stockbridge, Williamstown Windsor, Worthington

## **AGREEMENT**

This Agreement made and entered into this 1st day of June, 2008 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., corporations organized and existing under the laws of the Commonwealth of Massachusetts, referred to hereinafter as the "ASSOCIATIONS", acting for and on behalf of and under the authority of their members whose names appear on Schedules "I" & "II" attached hereto and any other member joining said Associations during the term of this Agreement it is authorized and has agreed to represent and such other Building Contractors who execute an Acceptance of the terms and provisions of this Agreement hereinafter referred to as the "EMPLOYER", and the MASSACHUSETTS LABORERS' DISTRICT COUNCIL, hereinafter referred to as the "UNION", acting for and in behalf of Local Unions No. 22 Boston, 39 Fitchburg, 88 Boston, 133 Quincy, 138 Norwood, 151 Cambridge, 175 Lawrence, 223 Boston, 243 Worcester, 385 New Bedford, 429 Lowell, 560 Waltham, 609 Framingham, 610 Fall River, 721 Brockton, 473 Pittsfield, 596 Holyoke, 999 Springfield and 876 Taunton, Massachusetts, of the Laborers' International Union of North America, each hereinafter referred to as the "Local Union".

## **PREAMBLE**

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employers and employees; 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.

## **DECLARATION OF PRINCIPLES**

There shall be no discrimination against any Laborer by reason of race, creed, color, sex, age or national origin. The Employer shall abide by the Federal Williams-Steiger Occupational Safety and Health Act, the Environmental Protection Act and the laws and regulations administered by the Massachusetts Department of Environmental Quality Engineering pertaining to Asbestos Removal.

## **ARTICLE I** **TERRITORIAL JURISDICTION**

This Agreement shall apply to the cities and towns within the Counties of Barnstable, Bristol, Dukes, Essex, the Towns of North Orange and Warwick in Franklin County, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester in the Commonwealth of Massachusetts; the town of Salem in Rockingham County, New Hampshire.

The Associations, on behalf of their members who have authorized them to bargain on their behalf with the Union, further agree to abide by the so-called Building and Site Agreements entered into by and between the General Contractor's Association of Pittsfield, Massachusetts and Local 473 (Pittsfield, Mass.), and by and between the Construction Industry Association of Western Massachusetts, Inc. and Local 596 (Holyoke, Mass.) and Local 999 (Springfield, Mass.) whenever such employer performs or oversees work performed within the territorial jurisdiction covered by the above-referenced Agreements and/or Local Unions.

## **ARTICLE II** **UNION RECOGNITION, UNION SECURITY** **EMPLOYMENT OF LABORERS AND SUBCONTRACTORS**

***Section 1.*** The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor-Management Relations Act of 1947, as amended. The Employer will bargain in good faith with respect to renewal or extension of the current or any subsequent collective bargaining agreement.

Inasmuch as the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees within the bargaining unit on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as the result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election and expressly waives any right it may have to

do so. If the Union has not yet submitted a determination of its majority support, the Employer agrees that, upon the Union's presentation of evidence of majority status among its employees in the bargaining unit described herein, it will voluntarily recognize the Union as the exclusive bargaining agent for all employees within the bargaining unit on all present and future job sites within the jurisdiction of the Union. The Employer expressly waives any right it has to condition its recognition of the Union upon the Union's certification by the NLRB as the employees' bargaining representative following the NLRB election.

**Section 2.** All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter for work in the classification specified herein shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the eighth (8th) day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

**Section 3.** Upon receipt of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from any such discharge.

**Section 4.** "Membership in good standing" as referred to herein means the tender or payment of initiation fees and dues to the Union.

**Section 5.** Should the present Federal law be amended during the term of this Agreement to allow compulsory membership in the Union on the date of employment, or on any period less than eight (8) days from the commencement of employment, this clause is hereby automatically changed to include such amendments as of the effective date of the law.

***Section 6.***

- a) The Employer recognizes that the Local Union having jurisdiction over the area is the established and prime source of skilled and dependable labor necessary and required to perform the kind of work covered within the Laborers' jurisdiction and that the Local Union is ready, willing and able to furnish Laborers to perform the work covered by this Agreement.
- b) A fair percentage of the employees on the job shall be from the same Local Union which has territorial jurisdiction where the job is located, and this percentage must be maintained throughout the life of the project. The Employer reserves and shall have the right to rehire any employee who he has been an employee of the Company, provided said employee has worked for the Employer during a period of six (6) months preceding the date of hiring.

On or before the date of the pre-job conference, the contractor may seek additional relief from the fair percentage provisions contained herein from the Local Union Business Manager who will be responsible to explore and rectify issues relating to relief from the fair percentage clause. Such request can be made in writing or by phone with an explanation as to why the relief is being sought. The Local Union Business Manager shall have 48 hours from receipt of the request to respond to the contractor. If the request is denied by the Local Union Business Manager, the Contractor may submit a request with a written explanation of why the relief should be granted to the President of the Massachusetts Laborers' District Council.

The Massachusetts Laborers' District Council President shall convene a meeting of its Executive Board within 48 hours of receiving a request for fair percentage relief. The requesting contractor has the right to attend the meeting at the date set by the Massachusetts Laborers' District

Council's Executive Board to present their case. Failure by the requesting contractor to appear at the meeting shall not have a prejudicial effect on the decision made by the Massachusetts Laborers' District Council's Executive Board. The Executive Board shall within 72 hours of receipt of the request make a decision to grant or deny the relief sought in said request. If the request is denied by the Massachusetts Laborers' District Council Executive Board, the Employer may contact a designee of the New England Regional Office in writing explaining why the relief to the fair percentage provisions is being sought. The New England Regional Office shall have three business days to review the request and act upon it.

It is agreed that on or after June 1, 2009, any contractor signatory to this Agreement who believes that relief to a fair percentage request has been unreasonably denied by the New England Regional Office shall be given the opportunity to meet with the Regional Office designee for the purpose of executing a three (3) state Agreement (Massachusetts, Rhode Island and Connecticut) and within twenty-one (21) days of execution of said Agreement the employer shall be afforded the opportunity to provide a list of key laborer employees customary and systematically employed over the preceding twelve (12) months.

- c) When the Employer has exhausted the rehiring of former employees, as stated in Section 6(b) above, then the Employer must inform the Local Union office of all work opportunities and openings. The Local Union shall be given the first opportunity to refer applicants for such employment openings.
- d) The Employer reserves and shall have the right to accept or reject any applicants referred by the Local Union. The Employer reserves and shall have the right to transfer Laborers to any job site in the jurisdictional area of the Local Union.

Council's Executive Board to present their case. Failure by the requesting contractor to appear at the meeting shall not have a prejudicial effect on the decision made by the Massachusetts Laborers' District Council's Executive Board. The Executive Board shall within 72 hours of receipt of the request make a decision to grant or deny the relief sought in said request. If the request is denied by the Massachusetts Laborers' District Council Executive Board, the Employer may contact a designee of the New England Regional Office in writing explaining why the relief to the fair percentage provisions is being sought. The New England Regional Office shall have three business days to review the request and act upon it.

It is agreed that on or after June 1, 2009, any contractor signatory to this Agreement who believes that relief to a fair percentage request has been unreasonably denied by the New England Regional Office shall be given the opportunity to meet with the Regional Office designee for the purpose of executing a three (3) state Agreement (Massachusetts, Rhode Island and Connecticut) and within twenty-one (21) days of execution of said Agreement the employer shall be afforded the opportunity to provide a list of key laborer employees customary and systematically employed over the proceeding twelve (12) months.

- c) When the Employer has exhausted the rehiring of former employees, as stated in Section 6(b) above, then the Employer must inform the Local Union office of all work opportunities and openings. The Local Union shall be given the first opportunity to refer applicants for such employment openings.
- d) The Employer reserves and shall have the right to accept or reject any applicants referred by the Local Union. The Employer reserves and shall have the right to transfer Laborers to any job site in the jurisdictional area of the Local Union.

- e) The Employer, in requesting referrals, shall specify to the Local Union, (i) the number of employees required, location of the project, (ii) the nature and type of construction involved, (iii) the work to be performed and (iv) such other information as is deemed essential by the Employer in order to enable the Local Union to make proper referral of applicants.
- f) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall, in no way, be affected by Union membership, by-laws, rules and regulations, constitutional provisions or any other aspects or obligation of Union membership policies or requirements.
- g) In the event that the Local Union is unable to fill the requisition of the above Employer for employees within a twenty-four (24) hour period, excluding Saturdays, Sundays and holidays, after such requisition is made by the Employer, the Employer may employ applicants directly at the job site.
- h) When an Employer requests a certain number of Laborers through the Local Union office and these Laborers appear on the job site or work, at the time requested, ready for work and with a card from the Local Union office showing that they came to fill the request, then they must be put to work or paid not less than four (4) hours' time, unless prevented from working on account of bad weather or conditions which could not have been reasonably anticipated by the Employer.
- i) *Pre-Job Conference:* The Employer shall notify the Union to arrange a pre-job conference with the Local Union prior to his commencing work on said project to discuss the following:
  - (1) Location of job sites;
  - (2) Approximate starting date and duration;
  - (3) Type of job;

- (4) Approximate manpower requirements;
- (5) Subcontractors;
- (6) Jurisdictional assignments.

The Union may elect to accept a telephone call as a pre-job conference or it may require a pre-job conference meeting to be held at a mutually agreeable time and place to discuss the anticipated hiring procedures, work assignments, shift work, safety, health hazards and accident prevention.

This section shall be subject to the Grievance and Arbitration Procedure contained herein.

***Section 7. Subcontracting*** The Employer agrees that the wages, hours and working conditions, including contributions to the Health & Welfare, Pension, Training, Legal Services, New England Laborers' Labor-Management Cooperation Trust, Annuity, Unified Trust and New England Laborers' Health & Safety Funds provided by this Agreement shall encompass the entire work covered by this Agreement, thereby applying equally to any subcontract let by the Employer on work covered by this Agreement at the site of any job.

The Employer further agrees to refrain from doing business with any subcontractor for work, covered by this Agreement, to be done at the site of a construction project, except where such a subcontractor subscribes and agrees in writing to be bound by this Agreement, and complies with all of the terms and conditions of this Agreement.

This Section 7 shall not apply when the lowest filed sub-bidder on the projects that carry filed sub-bidders is non-union or to vendors furnishing materials solely or to any person furnishing trucking or transportation.

Upon receiving notice from the District Council or Benefit Fund Office that a subcontractor is delinquent in the payment of fringe benefit contributions, the general contractor will be liable for subsequent unpaid contributions on the project.

***Section 8.*** If any provision of this Agreement is in conflict with the laws or regulations of the United States, the Commonwealth of Massachusetts and the State of New Hampshire, such provisions shall be superseded by such law or

regulation, but all other provisions of this Agreement shall continue in full force and effect, provided that in no case shall wage rates be paid which are lower than those set out in this Agreement.

### **ARTICLE III** **WAGES-HOURS-CLASSIFICATIONS-SHIFTS**

**Section 1.** The actual negotiated "Wage and Benefit Schedule" is included as "Appendix A" to this Agreement and incorporated herein by reference. The parties agree that the Council maintains the right to allocate the negotiated Wage and Benefit increases reflected in Appendix A, in its sole discretion, among wages, fringe benefits and dues deduction.

**Section 2.** The rate to be paid for intermediate classifications shall be as follows: The amounts indicated shall be the amounts to be paid per hour over and above the basic wage rate referred to above.

Asphalt Rakers, Carbide Core Driller Operators, Chain Saw Operators, Pipelayers, Jackhammer and Paving Breaker Operators, Barco-type Jumping Tampers, Laser Beam Operators, Concrete Pump Operators, Mason Tenders, Mortar Mixers, Ride-on Motorized Buggy Operators and Fence Beam Rail Erectors	\$ .25
Pre-cast Floor and Roof Plank Erectors	\$ .75
Air Track Operators, Hydraulic and similar self-powered Drills, Block Pavers, Rammers and Curb Setters	\$ .75
Powdermen and Blasters	\$1.00

**Section 3.** The following will prevail and must be applied by all Employers engaged in the removal of asbestos:

1. Masks and all other equipment used in the removal of asbestos must meet the regulations governing the industry.

2. Employees will be required to observe the regulations when leaving encapsulated area for any reason.
3. Employer must provide shower facilities with hot water.
4. When necessary, lunch periods will be staggered to allow employees time for clean up.
5. All employees laid off after 5:00 PM, must be paid by noon of the next day.
6. If a shift ends between 12 Midnight and 5:00 AM, consideration must be given to availability of transportation for the employees.
7. Employer will furnish lockers or other means to safeguard the personal belongings of employees.

***Section 4.*** The employment of Watchmen shall be at the discretion of the Employer. However, should the Employer employ Watchmen, other than guards furnished by a protective service, it is agreed that such Watchmen shall come under the provisions of this Agreement and that they shall be paid on a straight hourly basis unless job or government regulations make it mandatory to pay them overtime rates after forty (40) hours. It is understood and agreed that Watchmen shall perform no duties that would make them guards as defined by the National Labor Relations Act.

Wages and Fringe Benefit Fund contributions for Laborers employed as Watchmen shall be paid as outlined in Appendix A.

***Section 5.*** The employment of a fire watch shall be at the discretion of the Employer. Should the Employer employ a fire watch, other than a fireman as may be required by the local city or town, it is agreed that such fire watch shall come within the provisions of this Agreement and be assigned to the Laborer and shall be paid at the regular Laborers rate.

Definition of abbreviations used in Section 1 and 4

H & W	=	Massachusetts Laborers' Health and Welfare Fund Article XI
Pension	=	Massachusetts Laborers' Pension Fund Article XIII
Annuity	=	Massachusetts Laborers' Annuity Fund Article XVI
Nell-MCT	=	New England Laborers' Labor Management Cooperation Trust Article XVII
Unified Trust	=	Massachusetts Laborers' Unified Trust Article XIX
Training	=	New England Laborers' Training Trust Fund Article XIV
Legal	=	Massachusetts Laborers' Legal Services Fund Article XV
H & S	=	New England Laborers' Health and Safety Fund Article XII
MCAP	=	Massachusetts Construction Advancement Program Article XVIII
Dues & LPL	=	Dues of (\$.88) per hour and Laborers' Political League (LPL) (\$.02) per hour, deducted from net wages after taxes - Article VIII

***Section 6.***

- a) Forty (40) hours shall constitute a week's work for all Laborers; eight (8) hours shall constitute a day's work, from 8:00 AM to 12:00 Noon, and between 12:30 PM and 4:30 PM, on Monday, Tuesday, Wednesday, Thursday and Friday. Work performed on Sundays and holidays requires a permit from the Union. If any work is to be performed on Saturday, the Steward shall be notified. In the event that a particular operation may request permission to deviate from the above hours, within the hours of 7:00 AM to 5:00 PM, such permission may be granted by the Business Manager and may be changed by mutual consent.

- b) The Employer may, upon notification to the Local Union in whose jurisdiction the project is located, work four (4) ten (10) hour days, Monday through Thursday at straight time, provided that a fifth day, if worked, shall be at least eight (8) hours long. Hours worked in excess of forty (40) for the week or ten (10) hours per day shall be paid for a time and one-half ( $1\frac{1}{2}$ ) the basic wage rate. In the event there is lost time during the four (4) day work week for any reason beyond the Employer's control, including inclement weather or equipment breakdowns, then Friday may be worked as a make-up day at straight time, provided that the work shall be performed between the hours of 7 a.m. and 5:30 p.m.

**Section 7.** When two (2) or more shifts are worked, they shall continue for at least three (3) consecutive regular workdays unless the Employer is prevented from working such days or any portion thereof because of conditions beyond his control, including weather conditions.

The first shift shall be of eight (8) hours, the second shift shall be of seven and one-half ( $7\frac{1}{2}$ ) hours, and the third shift shall be of seven (7) hours and eight (8) hours pay shall be paid for each shift.

When working on Saturdays, the first shift shall work eight (8) hours and receive twelve (12) hours pay at the straight-time rate, the second shift shall work seven and one-half ( $7\frac{1}{2}$ ) hours and receive twelve (12) hours pay at the straight-time rate, and the third shift shall work seven (7) hours and receive twelve (12) hours pay at the straight time rate.

When working on Sundays and holidays, the first shift shall work eight (8) hours and receive sixteen (16) hours pay at the straight-time rate and the second and third shifts shall work seven (7) hours each and receive sixteen (16) hours pay at the straight-time rate. A shift which begins at or after 12 Midnight Sunday shall be considered the third shift.

An employee who actually works either seven (7) or seven and one-half ( $7\frac{1}{2}$ ) hours in accordance with the established shifts of this section, shall receive fringe benefit fund contributions based upon a minimum of eight (8) hours.

**Section 8.** All time worked before and after the established work day of eight (8) hours, on Monday, Tuesday, Wednesday, Thursday, or Friday, and all time worked on Saturdays, shall be paid for at the rate of time and one-half the straight time rate. All time worked on Sundays and holidays specified in Article IV shall be paid for at the rate of double the straight-time rate.

**Section 9.** During the morning and afternoon working hours on each job, at a time specified by the contractor, a coffee or refreshment period, not to exceed five (5) minutes, shall be allowed. One or more Laborer employees designated by the Job Superintendent or the Laborer Foreman shall obtain the coffee or refreshments provided it is readily available at the job site for each employee at his own expense.

**Section 10.** In the alteration and repair of stores, industrial and commercial maintenance work, where the work cannot be performed during the regular working hours of 8:00 AM to 4:30 PM, this work shall be done under the wages covered by this Agreement with the shift premium for the first seven (7) hours work and the regular premium set forth in this Agreement to be paid after the seven (7) hours work. On Saturdays, Sundays and holidays, the premium set forth in this Agreement shall prevail.

## **ARTICLE IV** **HOLIDAYS**

**Section 1.** Employees covered hereunder shall be entitled to observe the following legal holidays enacted by Act of Legislation and shall be observed on the date set by the Commonwealth of Massachusetts:

<i>New Year's Day</i>	<i>Patriots' Day</i>
<i>Washington's Birthday</i>	<i>Independence Day</i>
<i>Memorial Day</i>	<i>Columbus Day</i>
<i>Labor Day</i>	<i>Thanksgiving Day</i>
<i>Veterans' Day</i>	<i>Christmas Day</i>

**Section 2.** Any Employee who observes Martin Luther King, Jr. day shall not be subject to discrimination or retaliation of any type.

**Section 3.** The legal holidays to be observed in New Hampshire are those that are declared by an Act of the State Legislature.

**Section 4.** Employees who work on holidays listed above shall receive the applicable overtime rate as provided in Article III, Section 8.

**Section 5.** In Salem, New Hampshire, within the jurisdiction of Local Union 175, the fourth Monday in April, known as "Fast Day" shall be celebrated as a holiday in place of Patriots' Day, April 19th.

**ARTICLE V**  
**BUSINESS MANAGER-FIELD REPRESENTATIVE**  
**STEWARDS-FOREMEN**

**Section 1.** The Business Manager or Field Representative of the Union shall be allowed to visit the job during working hours.

**Section 2.** A steward shall be furnished by the Union Representative of the Local Union which has territorial jurisdiction in the area where the job or project is located. The steward shall be allowed a reasonable amount of time to check laborers' dues books and report any violations of the Agreement to the Union. The steward shall not be laid off unless he is the last Laborers on the job other than the foreman who has been the foreman on the job and the Local Union shall be notified forty-eight (48) hours prior to the layoff, excluding Saturdays, Sundays and holidays. The steward shall work on the job until the completion of all work covered by the terms of this Agreement and shall be entitled to work all overtime when work covered by this Agreement is being performed.

The steward may be assigned to a Laborer subcontractor on the project with the prior approval of the Business Manager, which shall not be unreasonably withheld, so long as the general contractor or construction manager does not employ Laborers on its payroll. However, the general contractor or construction manager shall have the ultimate responsibility to make certain that a steward is present when required by this Article. Said Steward shall be the only steward on the project.

The Employer shall give the Union at least forty-eight (48) hours written notice, excluding Saturdays, Sundays and holidays, before discharging the steward

in all cases; however, no discharge is to take place without a prior conference with the Union Representative within the time period specified above.

If either party does not attend the conference, his rights under this Section are waived.

In the event a layoff of employees is to occur, the steward shall be notified as to the layoff no later than 3:30 p.m. on the date of the layoff. The Steward shall be the first Laborer other than the foreman to be recalled after a temporary layoff. The Business Manager shall be notified to recall the Steward so that in case the Steward is not available to return to the job, the Steward may be replaced.

All stewards shall be working stewards.

**Section 3.** Laborer foremen in charge of Laborers must be members of the Union in good standing for a period not less than one (1) year and shall be covered by all the terms of this Agreement and shall receive not less than one dollar (\$1.00) per hour over the basic hourly rate paid to the Laborers under their direction, and shall receive a guaranteed forty (40) hours pay per week.

For the purpose of directing Laborers, on all operations where seven (7) or more Laborers are employed, a Laborer foreman shall be selected by the Employer. The second Laborer foreman shall be supplied by the Local Union that has the territorial jurisdiction in the area where the job is located and such additional Laborer foremen shall be acceptable to the Employer. The third Laborer foreman shall be selected by the Employer and the fourth by the Local Union, and any additional foremen will be alternated as provided above.

The Laborer foreman shall not be compelled to work with the tools and shall devote his or their attention to the direction of the work involved.

## **ARTICLE VI** **COVERAGE AND DESCRIPTION OF LABORERS' WORK**

**Section 1.** It is agreed that Laborers' work shall include but not be limited to all work recognized by the Employer as outlined and described in Article XXIII herein.

**Section 2.** 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 to send representatives to the job site to meet with representatives of the Union and Employer to settle the dispute. 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 on 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.

### **Maintenance of Operations on Projects**

To prevent jurisdictional disputes from arising on projects or over the method of starting a project, Employers are directed to follow the procedures outlined below.

#### **Employer's Responsibility**

The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in its contract. For instance, if Employer A subcontracts certain work to Employer B, then Employer B shall have the responsibility for making the specific assignment for the work included in its contract. If Employer B in turn shall subcontract certain work to Employer C, then Employer C shall have the responsibility for making the specific

assignment for the work included in its contract. The Employer shall not hold up disputed work or shut down a project on account of a jurisdictional dispute.

***Section 3.*** Jurisdictional Claims on the Laborers' International Union of North America shall extend over the divisions of the trade as set forth in Article XXIII.

***Section 4.*** Any violation of this Article VI shall be processed as a jurisdictional dispute.

## **ARTICLE VII** **REPORTING TIME PAY**

***Section 1.*** After a person has been first hired and ordered to report to work at the regular starting time and no work is provided for him on the day that he is so ordered to report, he shall receive reporting time pay equivalent to two (2) hours at the regular straight time hourly rate. If the person has been working regularly, and the Employer has failed to notify him not to report for work before leaving his residence, he shall be entitled to two (2) hours reporting time pay at the regular straight time hourly rate, and this two (2) hour reporting time pay shall not be subject to the weather provisions of Section 5 of this Article VII. To be eligible for reporting time pay as provided herein, the employee must remain at the job site and be available for work unless told by the Employer that he may leave.

***Section 2.*** Employees shall furnish their Employer with current telephone number or other contact at the start of each job, and advise the Employer of any subsequent change or changes in such contact during the course of the job.

***Section 3.*** Any employee who reports for work, and for whom work is provided, regardless of the time he works, shall receive the equivalent of not less than four (4) hours pay at the regular straight time hourly rate provided he is available for work throughout such period.

***Section 4.*** Any employee who reports for work and who works four (4) or more hours in any one (1) day shall receive the equivalent of not less than eight (8) hours pay at the regular straight time hourly rate provided that he is available for work until the end of that regular work day.

**Section 5.** It is expressly provided, however, that if the employee leaves the job site without permission of the Employer, or when a person refuses to work or continue to work, or when work stoppages brought about by a third party or parties prevent or make ill-advised, in the opinion of the Employer, the performance or continuance of work, or when weather makes work impractical, payment for time not actually worked shall not be required.

**Section 6.** Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the steward shall be sufficient notification to the men, provided the steward is permitted enough time during working hours to notify the men.

## **ARTICLE VIII** **CHECK OFF AND PAYROLL DEDUCTION**

**Section 1.** The Employer agrees to deduct the sum of ninety cents (\$.90) per hour for each hour worked from the weekly wages, after taxes, of each employee, provided, such employee has executed voluntary written authorization for such deductions to be allocated as follows:

- a) Eighty-eight cents (\$.88) shall be used as hourly membership dues to support the Local Unions and the Massachusetts Laborers' District Council.
- b) Two cents (\$.02) of the amount provided in Section 1 shall be used as a voluntary contribution payable to the Laborers' Political League (LPL) to enable the Massachusetts Laborers' District Council and its affiliated Local Unions to participate more fully in matters affecting the welfare of its members.

**Section 2.** A sample authorization for such deductions is as follows:

**Deduction Authorization**

**DUES DEDUCTION AUTHORIZATION**

To all Employers by whom I am employed during the terms of the present or future Collective Bargaining Agreements either by and between signatory Contractor Associations and the Massachusetts Laborers' District Council of the Laborers' International Union of North America, AFL-CIO and its Affiliates, or by an Employer, not a member of said Associations, which has an individual collective Bargaining Agreement with the Council and its affiliates.

I, \_\_\_\_\_ / \_\_\_\_\_  
(Print Member Name) (Social Security Number)  
of Local # \_\_\_\_\_ hereby authorize my Employer to deduct from my wages each week eighty-eight cents (\$.88) per hour for each hour worked, or the amount of dues specified in any future collective bargaining agreement covering my employment, all of said amounts constitute what are known as the hourly deductions as part of my membership dues for said week owing by me to the Union. Such deduction shall be made from my earned pay on each regularly-scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health & Welfare, Pension, Legal, Annuity, Training, New England Laborers' Labor-Management Cooperation Trust, New England Laborers' Health & Safety Fund and Massachusetts Laborers' Unified Trust contributions.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union or upon the date that I execute this card, whichever is sooner. This authorization shall remain in effect during the terms of the current and all future Collective Bargaining Agreements entered into between my Employer and the Union unless it is specifically revoked in writing, bearing the date and my signature, and delivered to the Offices of the Local Union of which I am a member and to the Employer to whom I am currently employed.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LABORERS' POLITICAL LEAGUE**

This is to certify that \_\_\_\_\_ / \_\_\_\_\_

(Print Member Name) (Social Security Number)  
of Local # \_\_\_\_\_ has made a voluntary contribution of two cents (\$.02) per hour for each hour worked to the Laborers' Political League (LPL). Foreign nationals may not contribute. I understand that this voluntary payment is not a condition of membership in the union and that the union cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute. LPL will use the money it receives to make political expenditures and contributions in connection with federal, state and local elections. While specific amounts may be mentioned, these are merely suggestions, and you are free to contribute more or less than the suggestion.

I hereby authorize my Employer to deduct from my wages each week, two cents (\$.02) per hour for each hour worked as a voluntary contribution to the Laborers' Political League (LPL), which I understand constitutes a separate segregated fund used for the purposes allowed under the Federal Election Campaign Act, 2 U.S.C. Sec. 441(b). Such authorization shall be remitted to the designated depository at the same time and along with the Health & Welfare, Pension, Legal, Annuity, Training, New England Laborers' Labor-Management Cooperation Trust, New England Laborer's Health & Safety Fund and Massachusetts Laborers' Unified Trust contributions.

Any revocation of the above must be in writing, bear the date and my signature, and be delivered to the Offices of the Local Union of which I am a member and to the Employer to whom I am then currently employed.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Any and all contributions to the Laborers' Political League are not deductible as charitable contributions for federal income tax purposes.

**Section 3.** It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947, as amended, the signed individual authorization of every employee subject to this Agreement, both present and future. The Union shall indemnify and hold harmless each Employer from any claim arising under this Article including the furnishing of counsel to defend against any such actions.

**Section 4.** Any Employer who fails to file his reports and remit the deductions when the same is due and payable shall be considered in violation of this Agreement and subject to the penalties outlined in Article XX.

## **ARTICLE IX** **CONDITIONS OF AGREEMENT**

**Section 1.** On the first (1<sup>st</sup>) day of employment, laborers shall furnish the documents required by Federal Law or regulation for I-9 and W-4 forms and their OSHA 10 hour certification. All wages due under this Agreement shall be paid on the regular pay day designated by the Employer in lawful U. S. currency, or check, once each week during working hours, before 4:00 PM. Payment shall be made showing employee's name, hours worked, amount earned, social security deduction, withholding tax, Employer's name and address. Any Employer paying wages to an employee by check shall do so during working hours, before 4:00 PM on Monday, Tuesday, Wednesday, or Thursday. If the regular pay day falls on a holiday that is not worked, the employee then shall be paid on the day before the holiday in question. Also, any Employer paying wages to an employee by check shall notify employees of a bank or other facility at which checks can be cashed, within reasonable proximity to the job site, without charge to the employee. The Employer shall withhold not more than three (3) days' pay in any one week. If an employee is discharged or laid off for any reason, his wages shall be paid in full before 3:30 PM and he shall receive a full day's pay for that day and he shall also be given a lay-off slip if requested by the employee for unemployment insurance at the time of the lay-off. If payment is not made expressly as provided herein, then the employee who has been terminated shall be paid for all waiting time until paid; waiting time to be paid at the regular eight (8) hour straight time rate for each day until paid. If any employee quits of his own accord, he shall receive wages for the time he worked on the next regular pay day.

**Section 2.** Rain gear and slipover boots must be provided by the Employer if men are ordered to work in rain, mud, concrete or snow. Men cannot be terminated if they are unable to work because they are not furnished rain gear and slipover boots. All tools, boots, hats and rain gear and other implements and equipment, other than those customarily furnished by employees, necessary to the performance of any of the work covered by this Agreement, shall be furnished by the Employer and shall remain the property of the Employer when not in use or upon leaving its employ. Each employee may be required to sign a receipt for such equipment at the time he receives it, and he shall be liable for the cost of the replacement of any equipment which is lost or otherwise not returned to the Employer.

**Section 3 Clothes Room** The Employer shall provide a clean, comfortable, heated shed or room, of suitable size for the Laborers to change their clothes and partake their lunch. Such place shall not be used to store tools, equipment or materials.

**Section 4. Drinking Water** The Employer shall provide clean drinking water with paper cups to each employee on the construction site, in accordance with applicable Federal and State Laws. The water shall be changed once in the morning and once in the afternoon.

**Section 5. Toilets** Clean, sanitary toilets shall be provided for the employees' use in accordance with applicable Federal and State Laws.

**Section 6. Telephone** A phone shall be made available on the job site for the employees' use in case of emergency, if telephone service is available. The use of personal cell phones, Ipods, radios, Blackberrys and other similar electronic devices is strictly prohibited at the site of construction projects during working hours.

**Section 7. Lost Time Because of Accidents** There shall be no lost time on the day of a minor injury for the employee obliged to receive medical attention and treatment, provided he returns to work within a reasonable time on that day. Employees seriously injured on the job who have to obtain medical treatment, shall not be required to work on the day of the injury to receive payment of wages for that day. The injured employee or steward will notify the Employer on the date of the injury of any injury which occurs on the job and shall furnish the name

and address of the physician consulted for medical attention as provided herein. When an employee is seriously injured on the job, the steward or the foreman shall be permitted to notify the Union of the injury.

Any apprentice assigned to any employer shall first be required to complete a ten (10) hour safety program provided by the New England Laborers' Training Trust Fund. The Employer and the Union shall further cooperate in scheduling the training of all employees covered by this agreement

**Section 8. Quitting Time** Each employee shall be given sufficient time at the end of the day to put away his tools and be at the clothes room or change shack at quitting time.

**Section 9. Travel and Subsistence**

(a) When Laborers are employed on the Islands, two (2) hours per day traveling time shall be paid at single time rate, when an eight (8) hour day is actually worked, if required to travel by boat.

(b) When Laborers are employed on Martha's Vineyard, Nantucket, Nomans and Elizabeth Islands, the Employer agrees to pay room and board expenses if it becomes necessary for the men to stay overnight.

**ARTICLE X**  
**MASSACHUSETTS LABORERS' HEALTH and WELFARE FUND**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Health & Welfare Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2. Contributions to Fund** Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee, covered by the terms of this Agreement, to the Massachusetts Laborers' Health and Welfare Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll of the preceding calendar month. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union and the

Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States, the Commonwealth of Massachusetts and the State of New Hampshire. The said Fund will be used to purchase accident and sickness disability insurance and hospitalization, medical and surgical benefits and/or other welfare benefits of a similar nature for the said employees as provided in the said Trust Agreement.

The Union reserves the right to remove the employees whose wages, hours and working conditions as set forth in this Agreement from any job for which the Employer has failed to remit to the aforementioned Health and Welfare Fund monies due to the Fund within the time for payment thereof, as determined by the Board of Trustees acting under the authority of the Agreement and Declaration of Trust under which the Fund operates.

The failure to contribute by the Employer to the said Health and Welfare Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XX herein. The Massachusetts Laborers' Health and Welfare Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

***Section 3. New Federal Health Insurance Law*** In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article XXVI at the request of either party; provided that the Arbitrator shall not be permitted to increase the cost to the Employer.

## **ARTICLE XI** **NEW ENGLAND LABORERS' HEALTH and SAFETY FUND**

***Section 1.*** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Health & Safety Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2.** Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by the terms of this Agreement to the New England Laborers' Health and Safety Fund.

**Section 3.** Said sum shall be paid into the Fund no later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers.

**Section 4.** The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and states where this Agreement applies. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Sec. 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods or administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers

.

**Section 5.** The failure to contribute by the Employer to the said Health and Safety Fund, as provided herein, for the purpose of remedy the Union may pursue, as covered in Article XX herein. The New England Laborers' Health and Safety Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

## **ARTICLE XII** **MASSACHUSETTS LABORERS' PENSION FUND**

Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Pension Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee, covered by the terms of this Agreement to the Massachusetts Laborers' Pension Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and

every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers. The Plan and the Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States, the Commonwealth of Massachusetts and the State of New Hampshire.

The Trust and Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and the Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employer to the said Pension Fund, as provided herein, for the purpose of the remedy the Union may pursue is covered in Article XX herein. The Massachusetts Laborers' Pension Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

### **ARTICLE XIII** **NEW ENGLAND LABORERS' TRAINING TRUST FUND**

Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Training Trust Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by the terms of this Agreement, to a Training Fund known as New England Laborers' Training Trust Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers. The Plan and Trust shall conform to the Labor-Management

Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts and the State of New Hampshire. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods or administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employer to the said Training Fund as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XX, herein. The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

#### **ARTICLE XIV** **MASSACHUSETTS LABORERS' LEGAL SERVICES FUND**

***Section 1.*** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Legal Services Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

***Section 2.*** Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee, covered by this Agreement to the Massachusetts Laborers' Legal Services Fund. Said contributions will be paid into such Fund not later than the twentieth (20th) day of each and every month for the hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month. The failure to contribute to this Fund by the Employer as provided herein shall be subject to the provisions of Article XX hereof. The Massachusetts Laborers' Legal Services Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

## ARTICLE XV

### MASSACHUSETTS LABORERS' ANNUITY FUND

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Annuity Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Trust Agreement.

**Section 2.** Each Employer agrees to pay for each hour worked by each employee, covered by this Agreement, to the Massachusetts Laborers' Annuity Fund, the negotiated contribution in each respective zone and any future allocated increase during the term of this agreement (reflected in Appendix A of this Agreement). Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll of the preceding calendar month. Payment shall be made in one check and on the same form furnished by the Massachusetts Laborers' Benefit Funds. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States, the Commonwealth of Massachusetts and the State of New Hampshire.

**Section 3.** Members of the Association and Employers subscribing to the Trust Agreement, when working outside the jurisdictional area of this Agreement in areas where they have no contractual obligation to contribute to an annuity fund, shall contribute the same amount in the same manner as set forth above to the "Massachusetts Laborers' Annuity Fund" for each Laborer when said Laborer is sent and put to work by the Employer from the territorial jurisdiction set forth in Article I.

**Section 4.** Failure to contribute to the Fund shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to this Fund be made on a current basis by all Employers who have made one or more contributions to the Fund or have entered into an agreement with the Union requiring such contributions.

**Section 5.** The Fund shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust. The failure to contribute

by the Employer to the said Annuity Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XX herein. The Massachusetts Laborers' Annuity Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

**ARTICLE XVI**  
**NEW ENGLAND LABORERS' LABOR-MANAGEMENT COOPERATION**  
**TRUST**

***Section 1.*** Each Employer subscribes to and agrees to be bound by the New England Laborers' Labor-Management Cooperation Trust Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

***Section 2.*** Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by an employee covered by this Agreement to the New England Laborers' Labor-Management Cooperation Trust Fund.

***Section 3.*** Said sum will be paid into said Fund not later than the twentieth (20th) day of each month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employer and others.

***Section 4.*** The Plan and Trust conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts. The Trust and the Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required to, the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary and necessary expense of doing business in the computation of Federal Income Tax of the Employers.

**Section 5.** The failure to contribute by the Employer to the said New England Laborers' Labor-Management Cooperation Trust Fund, as provided herein, for the purpose of the remedy the union may pursue, is covered in Article XX herein.

## **ARTICLE XVII** **MASSACHUSETTS CONSTRUCTION ADVANCEMENT PROGRAM**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Construction Advancement Program Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2.** This Trust, known as the Massachusetts Construction Advancement Program, shall be referred to in this Article as "the Fund". The Fund shall be administered solely and exclusively by Trustees appointed pursuant to the provisions of the Trust instrument.

**Section 3.** Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each of its employees, covered by this Agreement, to the Massachusetts Construction Advancement Program.

**Section 4.** The Fund will be used by its Trustees 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; and I. Information Services within the construction industry for the mutual benefit of Employers and their employees.

**Section 5.** 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; and C. Subsidizing contractors during a period or periods of work stoppages or strikes.

**Section 6.** 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 7.** 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 5, the dispute shall be subject to the arbitration provisions of this Agreement.

## **ARTICLE XVIII** **MASSACHUSETTS LABORERS' UNIFIED TRUST**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Unified Trust Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2:** Each Employer agrees to pay the sum reflected in Appendix A in this Agreement, per hour worked by each employee covered by the terms of this Agreement to a fund known as the "Massachusetts Laborers' Unified Trust".

**Section 3:** Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a board of Trustees selected under, and subject to the provisions of a Trust Agreement and plan entered into by the Union and the Employers. The plan and trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts. The trust and plan at all times shall be an exempt trust and plan, as defined by Section 401 of the Internal Revenue Code. The plan and trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of federal income tax of the Employers.

**Section 4:** There shall be a total of four (4) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed as follows: two (2) Trustees shall be appointed by the Massachusetts Laborers' District Council and two (2) Trustees shall be appointed by the Association. The representatives on the Board of Trustees shall at all times be equally divided among Union and Management. Each of the appointing parties shall have the power to remove, replace and appoint successors as Trustees appointed by them.

**Section 5:** The failure to contribute by the Employer to the said Unified Trust, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XX herein. The Massachusetts Laborers' Unified Trust shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

## **ARTICLE XIX** **DELINQUENT PAYMENTS**

**Section 1.** Employers who are delinquent in their payments to the Massachusetts Health & Welfare, Pension, Legal Services, Annuity, Unified Trust, New England Laborers' Labor-Management Cooperation Trust, Training Trust and Health & Safety Funds shall not have the privilege of employing Laborers under the terms of this Agreement if such payments have not been made after written notice, sent by registered mail, return receipt requested, of such delinquency is given by the Union and seventy-two (72) hours have elapsed since such notice. All employees affected by such delinquency to any of the above-mentioned Funds, and who have lost work as a result thereof, shall be paid their normal wages by the delinquent Employer, until said delinquency is cured and the employees resume their work.

Once an Employer has been adjudged a delinquent by any of the above-mentioned Fund Trustees, he shall, in addition to remitting to the Funds for his past delinquencies, be required to make his current payments on a weekly basis and further furnish a fifty thousand (\$50,000) surety bond to the Trustees of each respect Fund as listed above. All attorney's fees, sheriff's costs, accounting and court costs involved to collect delinquent payments from the delinquent Employer, or to obtain an audit from an Employer who has refused to permit one, must be borne fully by the Employer involved.

**Section 2.** In accordance with Section 5.02(g)(2) of ERISA, as amended, the Trustees do establish the rate of interest to be paid by Employers on delinquent contributions to be ten percent 10% and further, liquidated damages shall be assessed in an amount of twenty percent (20%) of the amount of the delinquency, or such higher percentage as may be permitted under Federal or State Law, plus reasonable attorney's fees and costs of the action.

***Section 3.*** If an audit by the Trustees or their representative determines that an Employer has not correctly reported the hours worked by his Laborers, the Employer, in addition to other remedies provided in the Trust Agreement, shall be liable to the Funds for the cost of auditing his payroll records, interest at the rate stated in Section 2 above from the date when payment was due to the date when payment was made, attorney's fees and liquidated damages in the amount of twenty percent (20%) of the delinquent amount.

***Section 4.*** The parties agree that the Trustees of the Delinquency Committee shall have the right to terminate the collective bargaining agreement of any Employer deemed by them to be habitually delinquent.

## **ARTICLE XX** **SEVERAL LIABILITY**

***Section 1.*** The obligation of each Employer member of the Associations shall be several and not joint. This Agreement shall be binding upon each Employer signatory hereto and its successors and assigns, and no provisions contained or incorporated herein shall be nullified or affected in any manner as a result of any consolidations, sale, transfer, assignment, or any combination or other disposition of the Employer.

***Section 2.*** The Massachusetts Laborers' District Council, a party to this Agreement, shall not be held responsible for any unauthorized act committed by any affiliated Local Union or members thereof, unless the said Massachusetts Laborers' District Council has ordered or ratified the same or condoned such act after notice thereof from either of the Associations. The Massachusetts Laborers' District Council agrees that upon the receipt of notice from either Association, parties to this Agreement, of any unauthorized act by a Local Union, it will exercise all of its authority to correct the same and furnish evidence thereof to the Association.

***Section 3.*** The obligation of each Local Union, affiliated with the Massachusetts Laborers' District Council, shall be several and not joint.

***Section 4.*** The Labor Relations Division of the Associated General Contractors of Massachusetts, Inc. and the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc. shall not be responsible for

any unauthorized act committed by one of its members unless either of the Associations has ordered, ratified or condoned such act after notification thereof from the Council. The Associations agree that upon the receipt of such notice from the Council of any unauthorized act of a member contractor, it will exercise all of its authority to correct the same and furnish evidence thereof to the Council.

## **ARTICLE XXI** **CONSTRUCTION MANAGER**

Whenever any signatory contractor performs work as a construction manager, program manager, owner/builder, 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, provided, however, that this provision shall not apply to any affiliated development company of a signatory contractor.

## **ARTICLE XXII** **TRADE AUTONOMY**

The Employer acknowledges the Union's claim of jurisdiction and trade autonomy over the following divisions and subdivisions of the trade:

***Section 1. ATOMIC POWER PLANTS AND NUCLEAR FACILITIES:*** All laborers work on atomic power plants or in the atomic laboratory sections of nuclear facilities, i.e. shielding, deconning, hydrolasing, wrapping of ladders, planks, etc., scaffolding under fourteen feet (14 ft.) in height, distribution of ladders, air hoses, installation of temporary fresh air lines, removal of temporary piping, sweeping, cleaning and removal of all debris, bagging and removal of all materials, rewinding of fire hoses, fire watchers of all crafts, distribution of all clothing, washing face masks, and all laborers work in areas such as dressing areas and laundry areas.

***Section 2. CURB, DUCTBANK AND SIDEWALK FORMS, GRADING, LANDSCAPING, TRADITIONAL STONE AND BRICK WORK:*** The erection and setting of curb and sidewalk forms, grading and landscaping, as well as the traditional laborers work involved in the setting of stone in connection with paving work shall be the work of the laborer; The installation of dry laid masonry

units including but not limited to block, brick and/or stone. The erection of all forms (including but not limited to any material) in duct banks.

**Section 3. SCAFFOLDS:** The building, erecting, dismantling and maintenance thereof all exterior scaffolds for all trades. Building, planking or installation and removal of all staging, swinging and hanging scaffolds shall be the work of the laborers; When a masonry subcontractor or general contractor performs the erection and/or dismantling of scaffolding in the furtherance of any masonry work, the erection and/or dismantling of scaffolding, along with all of the masonry work, shall be the exclusive jurisdiction of the laborer. Erection, operation and dismantling of all tubular, hydraulic, mechanical, self-climbing scaffolds, lifts and platforms.

**Section 4. CHIPPING AND CUTTING:** The cutting, chipping, coring and / or grinding of existing structures whether they be concrete, steel, masonry or wood shall be the work of the laborer;

**Section 5. CLEANUP:** The cleaning of all debris for all trades to designated areas or stockpiles on each floor shall be the exclusive work of the laborers. This work shall include wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within the confines of the structure and cleaning of all debris for all trades in the building and construction area. The general clean-up for all trades including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal of loading or burning of all debris including crates, boxes, packaging waste material shall be the work of the laborers. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein shall be the work of the laborers. Clean-up, mopping, washing, waxing and polishing and dusting of all floor areas shall be the work of the laborers. Snow shoveling, cleaning of office trailers and the unloading, handling and distribution of furniture for office trailers shall be the work of the laborer.

**Section 6. AIRPORTS:** All work performed in connection with airport operations including escort, radio, flagging and driving functions shall be the work of the laborer. Any construction gate will be manned by a laborer if required to be manned by the General Contractor and where not manned by police or other airport security

**Section 7. WINTER PROTECTION:** The installation, fastening (including, but not limited to cleating), dismantling and adjusting by any means, method or mode of windbreaks, temporary enclosures, insulating blankets or other winter protection devices whether they be canvas, synthetic or other material of any configuration shall be the work of the laborer, with the exception of pre-manufactured buildings.

**Section 8. HEATER OPERATION:** The installation and operation of all temporary heat and ventilation systems, regardless of fuel source, including radiant heat motorized or not. The installing, relocating and repairing of the temporary pipe or duct system shall be the work of the Laborer. The installation of individual units of non-bulk systems such as "salamander" and "LP" gas heaters shall be the work of the laborers; any non-electrical radiant heat systems used for the placing and curing of concrete shall also be the exclusive work or the laborer.

**Section 9. HIGHWAY LANE AND PARKING LOT STRIPING AND PAVEMENT ARROWS AND MARKINGS:** Highway lane and parking lot striping and pavement arrows and markings shall be the work of the laborers.

**Section 10. STRIPPING AND DISMANTLING OF CONCRETE FORMS:** The stripping and dismantling of all forms related to flat arch, final strip, bulkheads, and bridge brackets shall be the work of the laborers. This involves the release of forms by any means, method, or mode from the concrete structure and the dismantling of the shoring, staging and other related material supporting the forms including, but not limited to, spanalls, joists, over hanging brackets, and mechanical travelers. All loading, unloading, stockpiling, oiling, cleaning and moving of any forms to their next point of installation is the work of the laborer. Final strip shall be the work of the laborer defined as the breakdown of any form system by any means, method or mode to its integral components for stockpile, storage or removal from the jobsite or to be discarded. Gang forms will be moved, by any means, method or mode to the next point of installation by the laborers. Another trade will then accept the form and set it. Stripping of all duct banks forms including those that involve panels forms or any other material.

**Section 11. TENDERS:** Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is

by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including forklifts, lulls, bobcats, or skid-steer type equipment and other similarly related equipment involved in traditional laborers' work, and the tending by any means, method or mode of the erection of concrete form related support systems, form travelers, spandalls, Joists, bridge brackets, vertical and slopped form work;

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation;

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process;

The aging and curing of concrete (including but not limited to the spraying of water), mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

***Section 12. EXCAVATIONS AND FOUNDATIONS-SITE PREPARATION AND CLEARANCE-TRANSPORTATION AND TRANSMISSION LINES:***  
Excavation for building and all other construction, digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines; installation of electrical conduit;

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables. Cathodic protection and mobile lighting plants;

On site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as

highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing, cutting, trimming and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences and sound barrier systems of whatever kind. The installation of all temporary and permanent fencing regardless of material as well as temporary safety netting. Clean up of right-of-way, including tying on, signaling, stacking of brush, trees, or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling of timber and loading and unloading of same. All laborers' work in connection with excavation grading, preparation, concreting, asphalt and mastic paving, paving ramming, curbing and flagging of other stone materials.

***Section 13. CONCRETE BITUMINOUS CONCRETE AND AGGREGATES:***

- a) Concrete, bituminous concrete, or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregate whether done by hand or any other process. Wrecking, stripping, dismantling, and handling concrete forms and false work. Building of centers for fire-proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and a strike-off of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing, the handling and installation of rails and nests for bidwell type operations. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections.

- b) All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water; The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.;
- c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.
- d) All work on interior concrete columns, foundations for engine and machinery beds.
- e) The cutting, grooving or coring of all types of concrete, including bituminous concrete, shall be the work of the laborers; the coring of concrete for multiple use openings or openings which require structural modification shall be the work of the laborer.
- f) Concrete Specialist work including but not limited to all types of maintenance and utility concrete work, as well as dry packing and prefabricated and pre-stressed concrete construction on the job site and the shop, such as sidewalks, all walls not limited to concrete, columns, steps, floors, floor slab beams, joists, also screeding, finishing and rubbing, grouting, pointing and patching of the same will fall under the jurisdiction of this agreement. Laborers' concrete specialist work shall include machine grinding and the preparation of sub floor surfaces. The specified jurisdiction shall also include rubbing or grinding if done by machine or carborundum stone, patching, brushing, chipping and brush hammering, cutting of nails, wires, wall tiles, etc., of all concrete construction. The Laborers' Concrete Specialist shall have jurisdiction over all specialist activity not limited to the above mentioned examples.
- g) The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, on all semi and unskilled work connected therewith.

**Section 14. STREETS, WAYS AND BRIDGES:** Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking area, airports, approaches and other similar installations. Preparation, construction, and maintenance of roadbeds and sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, brick, wood, metal, concrete or other material and the preparation of surfaces to receive same.

**Section 15. TRENCHES, MANHOLES, HANDLING, LAYING AND DISTRIBUTION OF PIPE, ETC.:** Cutting of streets and ways for laying and connecting of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials, concreting, backfilling, grading, and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying and connecting of pipes or conduit for any purpose. Laying and connecting, loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, non dedicated fire protection pipelines and connections, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back filling and compacting of all ditches,

resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping, the erection and dismantling of duct bank shall be the work of the laborer.

***Section 16. SHAFTS AND TUNNELS. SUBWAYS AND SEWERS:***

Construction of sewers, nonmetallic drains and sewers, metallic drains and sewers, any type of conduit, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels, or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footage and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and addition, hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutements, etc. Excavation grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system;

***Section 17. COMPRESSED AIR:*** In compressed air all work underground or in compression chambers, including tending of the outer aid lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinners track layers, dumpmen, diamond drillers, timberman and retimberman, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunnite nozzlelemen, gunmen, reboundmen and all other work connected therewith;

**Section 18. SEWERS, DRAINS, CULVERTS AND MULTIPLATE:** Laying and connecting, unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete backfilling, tampling, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or wide sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Laying and connecting, unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying and connecting of lateral sewer pipe from main sewer or side sewer work. Laying and connecting, leveling and making of the joint of all multi-purpose pipe or multi-cell conduit. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method, and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

**Section 19. UNDERPINNING, LAGGING, BRACING PROPPING AND SHORING:** Underpinning, lagging, bracing, propping and shoring, razing and moving of all structures; raising of structures by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling and landscaping old and new site;

**Section 20. DRILLING AND BLASTING:** All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, and road guarding;

**Section 21. SIGNAL MEN:** Signal men on all construction work defined herein or by federal, state, local or local laws regulations or ordinances, including traffic control signal men at construction sites;

**Section 22. GENERAL EXCAVATION AND GRADING:** The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.;

**Section 23 FACTORIES:** All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware, stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture;

**Section 24 GENERAL:** Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers, and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, and safety men, toolroom men, park, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners;

**Section 25 PITS, YARDS QUARRIES. ETC.:** All drillers, blasters and/or powdermen, nippers, signal men, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants;

**Section 26 WRECKING:** The razing, wrecking, all selective demolition or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris,

burning, backfilling, and landscaping of the site of wrecked structure. All laborers' work in connection with the removal and disposal of asbestos or toxic waste; all demolition and selective demolition work in connection with Green Construction/LEED projects shall be the work of the laborer;

**Section 27 RAILROAD TRACK WORK:** Right-of-way clearance as described above, excavation, grading, sub-grading, blasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation;

All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, show flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences. Stripping of all concrete forms shall be assigned in accordance with Section 10 of this Article.

**Section 28. STUDIO UTILITY EMPLOYEES:** All such work as herein described as may be pertinent to and part of the operation of Motion Pictures and other related types of studios;

**Section 29. USE OF TOOLS AND EQUIPMENT OPERATIONS:** Operation of all hand, pneumatic, electric motor; combustion or air-driven tools or equipment necessary for the performance of work described herein including, but not limited to, the traditional laborers work involved in the operation and maintenance of such tools of the trade as forklifts, lulls, bobcats, pumps and other similarly related equipment. The operation of all onsite pickup and service trucks. Trucks including but not limited to stake body trucks, rock body trucks, dump trucks, job site moving of water wagon, attenuator-crash trucks and all traffic control vehicles of any nature. Installation of outdoor playground swing sets and jungle gyms.

**Section 30. FIRE WATCH:** In the event a fire watch is required, it shall be assigned according to the procedure set forth in Article III, Section 5.

**Section 31. MISCELLANEOUS:** All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired, including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

**Section 32. UNLOADING OF OFFICE PARTITIONS AND OTHER MATERIALS:** All laborers' work in connection with the unloading of office partitions, the unloading of materials that are wrapped or protected by means of paper, corrugated paper, cardboard, wood, polyethylene, or any like materials;

**Section 33. PRECASTING AND PREFABRICATION:** All laborers' work on precasting or prefabrication at the construction project site or at the precast or prefabrication yard specifically established and operated for that one particular construction job.

**Section 34. ENVIRONMENTAL / HAZARDS WORK:** All such work in connection with the clean up of materials such as paint, lead, asbestos, microbial infestation including but not limited to fungi, bacteria, mold spores, bird and other animal feces and materials contaminated with these substances. Such work shall include but not be limited to delineating the area to be remediated with warning signs, identifying areas of infestation that must be remediated, shutting off power to the affected area, performing work area sampling and/or collection of materials for analysis, containment of the work area with plastic sheeting or other means, containment of fixed objects, salvage of materials for preservation, cleaning and removal of movable objects such as furniture, etc., set up of portable negative pressure air filtration units, set up of decontamination units, remediation of contaminants on hard surfaces, removal of contaminants and affected surfaces that are not salvageable, and disposal of contaminated materials.

All Laborers' work involving environmental/toxic waste removal asbestos, lead and mold/microbial remediation. Also including the prepping or protection of work areas; the demolition of any building materials and/or structures related to the remediation work; the removal and repair of pipe coverings and the removal and restoration of ventilation ducts; the use of any and all equipment, tools and filtering devices and the installation of all soil vapor barriers/membrane (such as a liquid boot).

**Section 35 FIELD TURF APPLICATIONS:** Grading, framing, site preparation, scarifying, edging, cleaning, placement and installation of artificial turf and turf-like materials along with the cleanup, drainage and related work at athletic fields, airports and other heavy and highway and building and site projects.

## **ARTICLE XXIII**

### **APPLICABILITY OF AGREEMENT**

All applicable work within the territorial jurisdiction covered by this Agreement shall be performed under the terms and conditions of this Agreement.

## **ARTICLE XXIV**

### **APPRENTICESHIP PROGRAM**

The parties hereby incorporate by reference, as part of this agreement, the "Apprenticeship Standards For Construction Craft Laborer" adopted by the parties on January 26, 1998.

Employers employing one or more apprentice(s) shall participate in the 4000 hour Massachusetts Laborers District Council Apprentice Program under the above-referenced standards for construction craft laborer.

- A. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever, possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.
- B. The Apprenticeship and Training Standards approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, and the Massachusetts Department of Labor and Training are hereby incorporated by reference as a part of this Agreement.

C. The Apprentice wage rates:

<b><u>Hours of Credit</u></b>	<b><u>Wage Rate</u></b>
0 – 999	60% of Journey Worker
1,000 – 1,999	70% of Journey Worker
2,000 – 2,999	80% of Journey Worker
3,000 – 3,999	90% of Journey Worker
4,000 – over	Journey Worker

- D. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.
- E. The Employer shall pay an Apprentice the full fringe benefit package as described in this contract.
- F. Entry into the Apprenticeship Program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.
- G. The Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.
- H. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.
- I. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may

choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

- J. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
- K. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).
- L. It is the intent of the parties that this provision will not result in the displacement of Journey Workers.
- M. These provisions calling for the hiring of apprentices are not applicable to instances where the employer is recalling to employment employees who have worked for that company in the past year and these provisions apply only when the employer is hiring new employees.
- N. The Employer, whenever possible, may contact the apprentice program well in advance of hiring apprentices and arrange with the apprentice program for the training of apprentices to meet that employer's specific contemplated needs.
- O. All disputes arising under this provision shall for the duration of this contract be referred to a special designated grievance committee consisting of one designee from the Massachusetts Laborers' District Council and one designee from the Employer's Association.

## **ARTICLE XXV** **PROCEDURE AND ADJUSTMENT OF DISPUTES AND ARBITRATION**

***Section 1.*** It is the good faith intention of the parties hereto that, by the execution of this Agreement, industrial peace shall be brought about and that the Union and the Employer shall cooperate to the end that work may be done efficiently and without interruption.

***Section 2.*** If any difference of opinion or dispute should arise between the parties as to the interpretation or application of this Agreement, other than a jurisdictional dispute, a complaint will be made by the aggrieved party

immediately. In each case, the first attempt at settlement shall be made between the Business Manager of the Local Union and the contractor-employer or his representative.

**Section 3.** Disputes which cannot be adjusted between the contractor-employer and the Local Union within forty-eight (48) hours after they arise shall be referred to either the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc. and the Massachusetts Laborers' District Council of the Laborers' International Union of North America.

**Section 4.** If, within forty-eight (48) hours, no adjustment or settlement is resolved by the procedures of Section 3 above, either party may submit the issue to arbitration.

**Section 5. Arbitration Procedure** Both parties to this Agreement agree to settle all disputes or grievances involving or arising out of the interpretation or application of the provisions of this Agreement, except for jurisdictional disputes or as otherwise provided herein, to an Arbitration Board composed of two (2) from each party. The party submitting the issue to arbitration shall notify the other party at once in writing, and a meeting to consider and to act in the matter shall take place within three (3) days. Work is to be continued during the arbitration. If a tie vote exists, then an umpire shall be chosen by them, to whom the matter in dispute shall be referred, whose decision shall be final and binding on both sides. If an impartial umpire cannot be agreed upon within five (5) days, the arbitrator shall be appointed by the American Arbitration Association and the arbitration will be conducted under the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall not have the power to amend, add to or alter the provisions of this Agreement and his decision will be final and binding on both sides. The cost of the arbitration will be equally borne by both parties.

**Section 6.** Nothing contained herein shall require the Massachusetts Laborers' District Council to process any Local Union or employee grievance which, in its opinion, would be without merit, and no employee shall have the right to arbitrate his grievance should the Union deem it without merit.

## **ARTICLE XXVI**

### **NO STRIKE - NO LOCKOUT**

The Employer agrees that there will be no lockouts for any reason during the term of this Agreement and the Union agrees that there will be no strikes, slow downs, sit downs or any other refusal to work during the term of this Agreement, except for the failure of the Employer to pay the wages and fringes provided in this Agreement.

## **ARTICLE XXVII**

### **AGC-BASIC TRADES IMPASSE SETTLEMENT PLAN**

In the event of an impasse concerning any item or items during the negotiations for the successor Agreement to this Agreement, the parties hereto may jointly agree to utilize the AGC-Basic Trades Impasse Settlement Plan prior to resorting to a strike or lockout.

## **ARTICLE XXVIII**

### **FAVORED NATIONS CLAUSE**

Effective on the execution date of this Agreement, the Union agrees that in the event it subsequently grants more favorable terms and conditions, other than those contained within this agreement, to any competing employer or association, the Union will extend those same terms and conditions to the parties to this Agreement. The above provisions shall not apply to any action taken by the Market Recovery and Retention Committee established by Article XXX below.

## **ARTICLE XXIX**

### **MARKET RECOVERY AND RETENTION COMMITTEE**

It is hereby understood and agreed by and between the Union and the Associations that, for the term of the collective bargaining agreement commencing June 1, 2008 and expiring by its terms on May 31, 2012, there shall be established a Market Recovery Committee, consisting of four (4) members, one member shall be the Business Manager for the District Council, or his designee, who shall be the Chairman of the Committee; one shall be the Business Manager of the Local Union in whose jurisdiction the particular job or project is located; one shall be the Association representing the employer; and one shall be the signatory employer involved in the particular job or project. The purpose and authority of

the Market Recovery Committee shall be to consider and, where appropriate, grant requests for modifications on a job by job basis from negotiated contractual conditions as provided for by this Article.

In recognition of the current downturn in the construction industry within Massachusetts, the parties hereto have agreed to consider appropriate action to place signatory contractors in a better competitive position in the marketplace. Accordingly, for any job bid from and after June 1, 2008, and during the term of this Agreement, a signatory contractor may request and the Market Recovery and Retention Committee by majority vote may grant, any and all of the following modifications of contractual conditions where warranted by competitive conditions:

1. A carry over on the hourly wage rate in effect at the time the job is bid for the duration of the job or for one (1) year beyond the contractual expiration of that rate, whichever may occur first; in that event upon expiration of the bid rate, employees shall receive the contractual wage rate then in effect;
2. A special wage rate of not less than eighty percent (80%) of the basic wage rate for alteration, repair, renovation, remodeling work, maintenance projects, and new construction work of any kind not subject to federal, state, city or town predetermined wage and fringe benefit rates;
3. A condition that allows the contractor to retain a non-signatory specialty subcontractor on jobs below \$100,000 provided the Employer notifies the Council prior to its bid that it is unable to locate a suitable, signatory subcontractor; to request this condition, the Employer must notify the Council reasonably in advance of the submission of bids for the job;
4. A condition that allows the contractor to schedule four (4) ten (10) hour days on a Monday-Friday basis at straight-time;
5. A condition that allows a Saturday make-up day at straight-time in the event time is lost during the regular work week due to inclement weather, provided the entire laborer crew and associated trades are sent home on that day. Any time worked in such week beyond forty (40) hours must be paid at the overtime rate; make-up time for Saturday shall be at least eight (8) hours in duration and shall not be mandatory. If any other associated trades on the job receive premium pay for the Saturday, then laborers shall receive premium pay.

6. It is understood that there may be instances when suitable, competitive union subcontractors may not be available for certain subcontracts. In such instances, the Employer may request of the Union, in a timely manner prior to bid or the award, that the Union endeavor to locate suitable, competitive union subcontractors to bid for the work. If the Employer and the Union are unable to locate such suitable, competitive subcontractors, in accordance with a good faith effort pursuant to the above procedure, it is understood and agreed that the Employer shall be relieved of the subcontracting clause [Article II, section 7] for such subcontractors; provided however, that the subcontractor selected by the Employer must be a responsible contractor who provides workers' compensation insurance for all laborers on the project and does not misclassify any employees as "independent contractors." This section shall not apply on any project within Zone 1 or covered by a Project Labor Agreement (PLA).

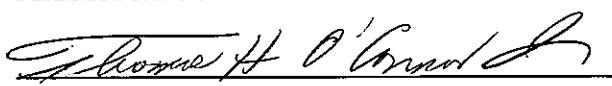
7. Any disputes under Section 6 above as to whether a union subcontractor is suitable, competitive, whether the Employer notified the Union in a timely manner, or whether a non-union subcontractor is responsible and complies with the standards set forth in this section, or a fair percentage should be applied on a project are to be exclusively resolved by a four person committee convened under the first paragraph of this Article. The chairman shall convene the committee within forty-eight (48) hours and a decision shall be reached that day. Any decisions of the panel shall be by majority vote and shall apply to only that particular job which was considered by committee and shall be final, binding and conclusive on all parties signatory to this Agreement and the Local Union involved in the job.

## ARTICLE XXX

### TERMINATION OF AGREEMENT

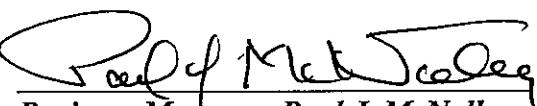
This Agreement will expire on May 31, 2012, except that if neither party to this Agreement gives notice in writing to the other party on or before March 31, 2012 that it desires a change after May 31, 2012, then this Agreement will continue in effect until May 31, 2013 and so on each year thereafter unless on or before March 31st of each year thereafter, a notice is given by either party.

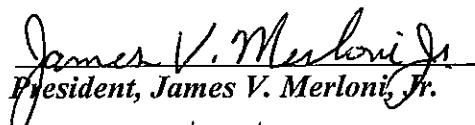
***LABOR RELATIONS DIVISON OF THE ASSOCIATED GENERAL CONTRACTORS OF MASSACHUSETTS***

  
\_\_\_\_\_  
Chairman, Board of Trustees

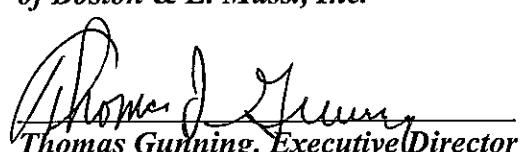
  
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Date:

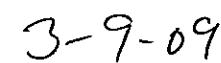
***MASSACHUSETTS LABORERS' DISTRICT COUNCIL of the Laborers' International Union of North America on behalf of its affiliates***

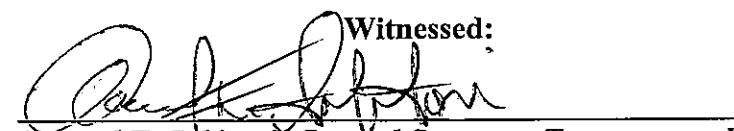
  
\_\_\_\_\_  
Business Manager, Paul J. McNally  
10/28/08  
Date:

  
\_\_\_\_\_  
President, James V. Merloni, Jr.  
3/17/09  
Date:

***The Building Trades Employers' Assoc. of Boston & E. Mass., Inc.***

  
\_\_\_\_\_  
Thomas Gunning, Executive Director

  
\_\_\_\_\_  
Date:

  
\_\_\_\_\_  
Witnessed:  
Armand E. Sabitoni, General Secretary-Treasurer and  
New England Regional Manager

Date: 3-19-09

**Memorandum of Understanding**  
**Drug Abuse Prevention and Detection**

The parties recognize the problems which drug abuse have created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require applicants or employees to undergo drug screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.
2. All applicants or newly hired employees will undergo a drug screen at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant or employee who takes and passes the drug screen test for all the time it takes to undergo the drug screen up to a maximum of two (2) hours travel time plus lab time. This paragraph shall not apply to applicants who have worked for the Employer within the prior eighteen (18) months of the date of application for reemployment.
3. Applicants not passing the drug screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug screen.
4. The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom shall be a Union employee or representative. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner.

The results of the test shall not be made known to any person other than the employee and the employee's Supervisory or other authorized Employer's representative.

For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

5. An Employer may require that an employee who contributed to an accident be tested for drugs where the Employer has reasonable cause to believe that the accident resulted from drug usage.

6. No later than June 1, 2009, each Employer signatory to this Agreement must adopt and implement a drug/alcohol testing program, which will include a provision for random drug testing, and will be otherwise similar to the Substance Abuse Program currently in effect at the Harvard University Project Labor Agreement for major construction, renovation and rehabilitation. Any dispute as to whether a specific Employer's program is sufficiently similar to the aforesaid Harvard University program, as well as any other dispute concerning the Employer's adoption and implementation of its program, shall be subject to the Grievance and Arbitration provisions of this Agreement.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

8. A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immuncassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before final action can be taken against the employee or applicant. The parties recognize that in most cases the employer will not be aware of any positive results arising from an initial test until after the results of the confirmation test are made known; however should the employee be suspended based on any initial test results and the confirmation test indicates that the initial test was erroneous and the confirmation test is negative, the employee shall be reinstated with all lost earnings. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Testing standards for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

9. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.

10. Any dispute which arises under this drug policy shall be submitted to the grievance and arbitration procedure set forth in the Agreement.

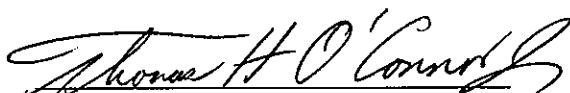
11. In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug policy, the Employer will notify the interested unions in writing prior to implementing such policy.

12. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

13. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

14. This policy became effective JUNE 1, 1991 and amended June 1, 2008

For the Association:



Thomas H. O'Connor

9 March 2009

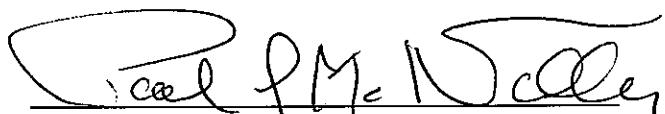


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Thomas Gunning

Date: 3-16-09

For the Union:



Paul J. McNally, Business Manager

Date: 3/17/09

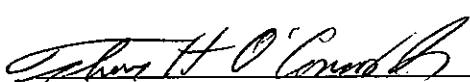
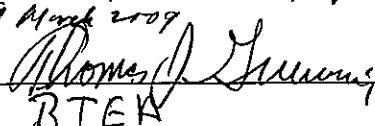
SIDE LETTER OF AGREEMENT - ALTERNATIVE DISPUTE  
RESOLUTION PROCEDURES FOR WORKERS' COMPENSATION CLAIMS

This Side Letter of Agreement is made by and among the Massachusetts Laborers' District Council (hereafter "the Union") and the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc.; The Building Trades Employers Association of Boston and Eastern Massachusetts, Inc., and the Labor Relations Division of Construction Industries of Massachusetts, Inc. (hereafter "the Associations").

WHEREAS the parties hereto recognize and acknowledge that the escalation of costs arising from Workers' Compensation claims is a matter of mutual concern and that the parties share a mutual interest in taking effective measures to reduce such costs, the parties agree to cooperate with one another and with other building trades unions to develop a plan for the disposition of such claims through a mechanism for alternative dispute resolution to the extent allowed by applicable law.

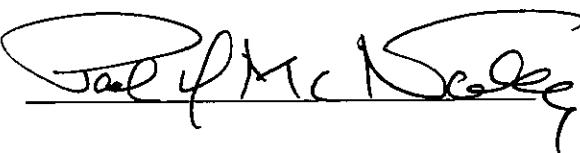
Signed and sealed by us as indicated.

For the Association:

  
\_\_\_\_\_  
\_\_\_\_\_  
*Daniel H. O'Connor*  
Labor Relations Division of AGC-MASS.  
9 March 2009  
  
\_\_\_\_\_  
\_\_\_\_\_  
*Thomas J. Young*  
BTEA

Date: 3-9-09

For the Union:

  
\_\_\_\_\_  
\_\_\_\_\_  
*Paul J. Mc Neely*

Date: 10/28/08

Labor Relation Division  
of the  
Associated General Contractors of Massachusetts, Inc.

*Members Who Have Authorized the LRD of the AGC to represent Them in  
Collective Bargaining with the MLDC as of June 1, 2008*

Barr & Barr, Inc.	James Farina Corporation
William A. Berry & Son, Inc.	Joseph P. McCabe, Inc.
Bidgood Associates	McDonald Companies
Clark Construction Group, Inc.	Pelletier & Sons, Inc.
d/b/a/ Clark Builders	Perini Building Corporation
Daniel O'Connell's Sons – Bldg. Div.	Richard White Sons, Inc.
Delulis Brothers Construction Co., Inc.	Shaughnessy Crane Service Company, Inc.
Front Line, Inc.	Siena Construction Corp.
G. Greene Construction	Stafford Construction Services, Inc.
Francis Harvey & Sons, Inc.	Trinity Building & Const.
Lee Kennedy Co., Inc.	Volpe Construction
LINBECK	Walsh Brothers, Incorporated
J.L. Marshall & Sons, Inc.	
.	

Building Trades Employers' Association  
of Boston and Eastern Massachusetts, Inc.

Signatory Contractors as of June 1, 2008

Allen Interiors	Manganaro Northeast LLC
Cape Cod Plastering Inc.	Marr Scaffolding Company
Ceco Concrete Construction Corp	Northboro Contracting Corp
Century Drywall Inc	Patent Const Systems Div of Harsco
Chapman Waterproofing Co	Prime Steel Erecting Inc
Component Assembly Systems, Inc.	S & F Concrete Contractors Inc
Contracting Specialists Inc	Saugus Construction Corp
D&M Concrete Floor Co. Inc.	Stallion Millwork Inc
EMR Drywall	System Specialties
M J Fernandez Inc	The Waterproofing Co
Interstate Office Partitions Inc	The Welch Corp
	W F MacDonald Co Inc

**APPENDIX A**  
**WAGE RATES AND CLASSIFICATIONS**

***Section 1. Zone 1 and Zone 2 - Wage Rates and Benefit Allocations***

ZONE 1	SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands)							
	MIDDLESEX COUNTY ( Arlington, Belmont, Burlington,Cambridge, Everett, Malden, Medford, Melrose, Newton, Reading, Somerville, Stoneham, Wakefield, Waltham, Watertown, Winchester, Winthrop, and Woburn only)							
	NORFOLK COUNTY ( Braintree, Brookline, Dedham, Milton, Quincy and Weymouth only)							
	6/1/200	12/1/200	6/1/200	12/1/200	6/1/201	12/1/201	6/1/201	12/1/201
INCREASE	*1.25	1.00	1.00	1.00	1.00	1.25	1.00	1.25
Wages	27.75	**	**	**	**	**	**	**
H & W	6.60	**						
Pension	4.35							
Annuity	5.40							
Nell-MCT	0.15							
Unified Trust	0.50							
Training	0.45							
Legal	0.20							
H & Safety	0.15							
MCAP/BTEA	0.05							
Total	45.60	46.60	47.60	48.60	49.60	50.85	51.85	53.10
*Dues &								
LPL	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)
Flaggers	18.50	18.50	18.50	18.50	19.50	19.50	20.50	20.50

\* Includes May 31, 2008 increase of \$.50

*Dues and LPL are deducted from wages*

ZONE 2      The Counties of BARNSTABLE, BRISTOL, DUKES, ESSEX,  
 NANTUCKET,  
 PLYMOUTH, and WORCESTER  
 MIDDLESEX COUNTY ( with the exception of Arlington, Belmont, Burlington,Cambridge, Everett,  
 Malden,Medford, Melrose, **Newton**, Reading, Somerville, Stoneham, Wakefield, **Waltham**,  
**Watertown**, Winchester, Winthrop, Woburn)  
 NORFOLK COUNTY (with the exception of **Braintree**, Brookline, Dedham, Milton,  
*Quincy and Weymouth*)  
 FRANKLIN COUNTY ( Warwick, and Orange only)

	6/1/2008	12/1/2008	6/1/2009	12/1/2009	6/1/2010	12/1/2010	6/1/2011	12/1/2011
<b>INCREASE</b>	<b>*1.25</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.25</b>	<b>1.00</b>	<b>1.25</b>
Wages	<b>25.80</b>	**	**	**	**	**	**	**
H & W	6.60							
Pension	<b>4.35</b>							
Annuity	<b>4.00</b>							
Nell-MCT	0.15							
Unified Trust	0.50							
Training	0.45							
Legal	0.20							
H & Safety	0.15							
MCAP/BTEA	0.05							
Total	<b>42.25</b>	<b>43.25</b>	<b>44.25</b>	<b>45.25</b>	<b>46.25</b>	<b>47.50</b>	<b>48.50</b>	<b>49.75</b>
<b>*Dues &amp; LPL</b>	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)
<b>Flaggers</b>	<b>18.50</b>	<b>18.50</b>	<b>18.50</b>	<b>18.50</b>	<b>19.50</b>	<b>19.50</b>	<b>20.50</b>	<b>20.50</b>

\*THE COUNCIL RESERVES THE RIGHT TO ALLOCATE THESE INCREASES IN ITS DISCRETION AMONG WAGES, FRINGE BENEFITS AND DUES DEDUCTION.

## **Section 2. Watchmen Wage Rates and Benefit Allocation**

	6/1/08	12/1/08	6/1/09	12/1/09	6/1/10	12/1/10	6/1/11	12/1/11
<b>INCREASE</b>	<b>*1.25</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.25</b>	<b>1.00</b>	<b>1.25</b>
Wages	<b>21.80</b>	**	**	**	**	**	**	**
H & W	6.60	**						
Pension	<b>4.35</b>							
Annuity	5.40							
Nell-MCT	0.15							
Unified Trust	0.50							
Training	0.45							
Legal	0.20							
H & Safety	0.15							
MCAP/BTEA	0.05							
Total	<b>45.60</b>	<b>46.60</b>	<b>47.60</b>	<b>48.60</b>	<b>49.60</b>	<b>50.85</b>	<b>51.85</b>	<b>53.10</b>
<b>*Dues &amp; LPL</b>	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)	(-.90)

\* Includes May 31, 2008 increase of \$.50

*Dues and LPL are deducted from wages*