

WESTERN MASSACHUSETTS
BUILDING & SITE CONSTRUCTION AGREEMENT

between

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

and

MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT
COUNCIL
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

acting for and in behalf of

LABORERS' LOCAL UNION 596, HOLYOKE, MASSACHUSETTS
LABORERS' LOCAL UNION 999, SPRINGFIELD, MASSACHUSETTS



JUNE 1, 2020 - MAY 31, 2024

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A G R E E M E N T

This Agreement made and entered into this 1st day of JUNE 2020, by and between the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., organized and existing under the laws of the Commonwealth of Massachusetts, referred to hereinafter as the "ASSOCIATION", acting for and in behalf of and under the authority of its members whose names appear on Schedule I, attached hereto and made a part hereof, and any other member joining said Association 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 & Northern New England Laborers' District Council, hereinafter referred to as the "UNION", acting for and in behalf of Local Union 596, Holyoke and Local Union 999, Springfield, 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, sexual orientation, religion and/or handicap. The Employer, the Union and the employees 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**

The territorial area covered by Local Union 596 of Holyoke in this Agreement is as follows: Amherst, Adamsville, Bernardston, Colrain, Conway, Deerfield, Dwight, Easthampton, Erving, Farley, Gill, Griswoldville, Greenfield,

Holyoke, Hadley, Hatfield, Leverett, Leyden, Montague, Millers Falls, Northampton, North Leverett, New Salem, North New Salem, Northfield, Pelham, Southampton, Shutesbury, Shelburne Falls, Shelburne, Sunderland, South Hadley, South Hadley Falls, Turner Falls, Willimanset (north of McKinstry Avenue), Westhampton, Wendell, Whately and Williamsburg.

The territorial area covered by Local Union 999 of Springfield in this Agreement is as follows: Hampden County, Massachusetts; Agawam, Aldenville, Belchertown, Blandford, Brimfield, Chester, Chicopee, Chicopee Falls, Monson, Feeding Hills, Granby, Hampden, Gilbertville, Indian Orchard, Ludlow, Longmeadow, East Longmeadow, Huntington, Palmer, Russell, Ware, Southwick, Springfield, West Springfield, Westfield, Wilbraham, North Wilbraham, Woronoco and Willimanset (south of McKinstry Avenue).

The Association, on behalf of its members who have authorized them to bargain on their behalf with the union, further agree to abide by the so-called Building and Site Agreement entered in to by and between the General Contractor's Association of Pittsfield, Massachusetts and Local 473 (Pittsfield, Mass.) and by and between the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc. and the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc. 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.

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. The Parties hereby confirm that the Union has unequivocally demanded recognition as the section 9(a) exclusive bargaining representative of employees in the above appropriate bargaining unit,

and that the Employer unequivocally accepted it as such, based upon a contemporaneous showing of support, in the form of union identification cards, union membership cards, union authorization cards, and/or other such documentation and evidence of intent to be represented by the Union, from a majority of employees in the above appropriate bargaining unit.

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 classifications specified herein shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues by 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 that has territorial jurisdiction where the job is located. 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 Business Manager or his designee of the Massachusetts & Northern New England Laborers' District Council.

The Massachusetts & Northern New England Laborers' District Council Business Manager shall convene a meeting of its Executive Board within 48 hours of receiving a request for fair percentage relief. In the interest of expediting the request, this meeting may be conducted telephonically. The requesting contractor has the right to attend the meeting at the date set by the Massachusetts & Northern New England Laborers' District Council's Executive Board to present their case. Failure by the requesting contractor to participate in the meeting shall not have a prejudicial effect on the decision made by the Massachusetts & Northern New England Laborers' District Council's Executive Board. The Executive Board shall within 72 hours of receipt exclusive of weekends and holidays of the request make a decision to grant or deny the relief sought in said request. If the request is denied by the Massachusetts & Northern New England 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 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.
- 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. Laborers shall not be required to fill out or sign any forms, whether before or after being hired, except those required by Federal and State law, with the exception of acknowledging the receipt of copies of company policies regarding sexual harassment and/or safety. On the first day of employment, laborers shall furnish the documentation required by federal law or regulation for I-9 and W-4 forms and their OSHA 10 certification.
- 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.

- j) *Pre-Job Conference:* The Employer on a given project for which the contract exceeds five hundred thousand dollars (\$500,000) shall notify the Union to arrange a pre-job conference with the Local Union at a minimum of seven (7) days prior to commencing work on said project.

Prior to such pre-job conference, the Employer shall notify the appropriate Local Union of 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.
- (7) The Employer's Plan to protect all of their Laborers from all infectious disease, including, but not limited to, COVID-19 and provide appropriate Personal Protective Equipment (PPE) in accordance with Municipal, State and Federal Mandates.

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.

Section 7. Subcontracting: The Employer agrees that the wages, hours and working conditions, including contributions to the Health & Welfare, Pension, Annuity, Training, Legal, NE Laborers' Labor-Management Cooperation Trust and NE 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 subletting any work covered by this Agreement to be done at the site of a construction project, except where such subcontractor subscribes and agrees in writing to be bound by this Agreement and complies with all the terms and conditions of this Agreement.

This Section shall not apply to file bidders on projects that carry file sub-bidders and to vendors furnishing material solely or to any person furnishing trucking or transportation.

Upon receiving written 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. That in no event shall the Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by the Union for any other Employer engaged in similar work.

Section 9. If any provision of this Agreement is in conflict with the laws or regulations of the United States, the Commonwealth of Massachusetts, such provision 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.

Section 10. Laborers who utilize sick time, earned pursuant to Massachusetts G.L. c. 149, Section 148C, shall be paid at their regular straight time rate of pay without fringe benefits regardless of the day of the week taken.

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 amount indicated shall be the amount 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, Mortar Mixers, Ride-on Motorized Buggy Operators and Wagon Drill Operators	\$.25
Precast Floor and Roof Plank Erectors, Sign Erectors and Asbestos Removers	\$.75
Air Track Operators, Block Pavers, Rammers and Curb Setters	\$.75
Powdermen and Blasters	\$1.00
Mason Tender	\$1.00
*Lull Operator	\$2.00

*Stipend shall not be compounded with any other classification. ie: Mason Tender; Laborer Foreman.

Section 3. 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 4. 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 XII

Annuity = Massachusetts Laborers' Annuity Fund Article XIII

Nell-MCT	=	New England Laborers' Labor Management Cooperation Trust Article XV
Training	=	New England Laborers' Training Trust Fund Article XIV
Legal	=	Massachusetts Laborers' Legal Services Fund Article XVII
H & S	=	New England Laborers' Health and Safety Fund Article XVI
MCAP	=	Massachusetts Construction Advancement Program Article XIX
Dues & LPL	=	Dues per hour and Laborers' Political League (LPL) per hour, deducted from net wages after taxes - Article IX

Section 5. Forty (40) hours shall constitute a week's work for all Laborers; eight (8) hours shall constitute a day's work at straight time, between the hours of 6:00 AM to 5:30 PM, on Monday, Tuesday, Wednesday, Thursday and Friday. Laborers shall have an unpaid half-hour for lunch, as reasonably assigned by the Contractor, at or near the mid-point of the workday.

During the pre-job conference, the Contractor shall advise the Union of the start time, between the hours of 6:00AM and 8:00AM that it has selected as the official start time for all Contractors who employ Laborers on the project. If any associated Trades are paid at an overtime rate, for any hours during the above time period, the Contractor shall also pay its Laborers at their overtime rate for working those hours. 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. If the Contractor fails to advise the Union of its selected start time during the pre-job conference, the official start time for the project shall be 8:00AM. In the event that a particular operation requires a deviation from the above hours, the Contractor may request permission to deviate from the above hours and such permission may be granted by the Business Manager and may be changed by mutual consent.

Section 6. 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 (7½) 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 (7½) 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 12:00 Midnight Sunday shall be considered the third shift.

Section 7. 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 8. 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.

Section 9: If an employer is paying a higher zone package to Laborer's (excluding Laborer Foremen), other than the zone package that prevails in that specific zone, the higher zone package will prevail for his/her employees.

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.

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

Section 2. Employees who work on holidays listed above shall receive the applicable overtime rate as provided in Article III, Section 6 of this Agreement.

Section 3. Any Employee who observes Martin Luther King, Jr. day shall not be subject to discrimination or retaliation of any type.

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 appointed or furnished on each project by the Union Representative of the Local Union which has territorial jurisdiction in the area where the job 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 work on the job until the completion of all work covered by the terms of this Agreement performed by the Employer and shall have preference to work all overtime performed by the Employer. The Steward shall not be laid off unless he is the last laborer on the job other than the Foreman and the Union shall be notified forty-eight (48) hours prior to the layoff, excluding Saturdays, Sundays and holidays.

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 except when he is the last laborer on the job; however, no discharge is to take place without 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 is to occur, the Steward shall be notified as to the layoff no later than 3:30 PM on the date of the layoff. There shall be no non-working Stewards.

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

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 two dollars (\$2.00) per hour over the basic hourly rate paid to the laborers under their direction.

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 and any additional Laborer Foremen shall be selected by the Employer from the Union members covered under this Agreement.

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 when crews consist of seven (7) or more men.

ARTICLE VI
HEATERS

When utilizing salamander L.P. gas heaters within the jurisdiction of the Union:

- 1) Each Employer shall assign employees covered by this Agreement to service "salamanders" in accordance with the following schedule:

BULK SOURCE

All Shifts	0-men regardless of number of units in the system or the size of the system.
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INDIVIDUAL UNITS

	When used under form work or canvas:
First Shift	0-men regardless of number of units in the system or the size of the system
Second & Third Shifts	0-6 Units 0-men 7-20 Units 1 man 21-40 Units 2 men Additional men as required by the Employer
	When used in an enclosed building:
All Shifts	0-men regardless of number of units

"Individual Units" as set forth in the above schedule shall be defined as being fed by tank up to one hundred (100) pounds.

- 2) The laborer, if any, assigned to service the Bulk Source System shall be required to service and hook up the individual units of the system at the beginning of and during its operation, including the work of repairing or installing the piping system.
- 3) For the purpose of the work referred to above, Article III, Section 5 of the Agreement pertaining to Shift Work will be applicable for Second and Third Shifts only.
- 4) The Employer at his option may assign the salamander units according to the following schedule:

- a) If salamander heating units referred to above are to operate for seven (7) or more consecutive days, there shall be four (4) six-hour (6 hour) shifts per day and any employee assigned to this work referred to above shall receive forty-four (44) hours pay at straight time for forty-two (42) hours work. Each such employee shall be assigned to work each day of the seven (or more) day schedule.
- b) If salamander heating units referred to above are to operate for more than two (2) full days but less than seven (7) full days, then four (4) six hour shifts shall be established and employees so assigned shall be paid eight (8) hours pay for the six (6) hours worked on the shift.

ARTICLE VII
COVERAGE & 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 ~~XXI~~ XXII 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 an 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 arbitrator 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 of the Laborers' International Union of North America shall extend over the divisions of the trade as set forth in Article ~~XXIII~~. XXII

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

ARTICLE VIII

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 their 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. 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 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 for more than four (4) hours in anyone 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 of reporting time pay for the 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 IX
CHECKOFF AND PAYROLL DEDUCTION

Section 1. The Employer agrees to deduct the sum specified in Appendix A per hour for each hour worked from the net weekly wages, after taxes, of each employee provided, such employee has executed voluntary written authorization for such deductions to be allocated as follows:

- a) The Dues specified in Appendix A shall be used as hourly membership dues to support the Local Unions and the Massachusetts & Northern New England Laborers' District Council.
- b) The LPL contribution specified in Appendix A shall be used as a voluntary contribution payable to the Massachusetts and Northern New England Laborers' District Council PAC and the Laborers' International Union of North America PAC collectively referred to herein as the "LPL" to enable the Massachusetts & Northern New England Laborers' District Council and its affiliated Local Unions to participate more fully in matters affecting the welfare of its members.

Section 2. The authorization for such deduction is as follows:

DUES CHECKOFF AUTHORIZATION AND ASSIGNMENT

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 & Northern New England 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, _____ / _____ of Local # _____ hereby
(Print Member Name) (Union Membership Number)

assign to my above Local Union of the Laborers' International Union of North America, its successors and assigns, and/or its authorized representative, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and related assessments, as the Union may establish from time to time. My Employer is hereby authorized to deduct such amounts from my wages and pay the same to the above Local Union, its successor and assigns and/or its authorized representative. This authorization applies to my present Employer and all my future Employers. This authorization shall become effective upon its execution. Such deduction(s) 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 & Northern New England Laborers' Unified Trust contributions. This authorization shall be irrevocable for a period of one (1) year, or until the termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner. I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of any subsequent agreement between my employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each one (1) year period, or the expiration of each Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. This check-off authorization shall continue irrespective of my membership in the Union or any union-security clause or obligation containing in the Collective Bargaining Agreement.

This assignment has been executed this _____ day of _____, 20 _____.

(Signature – Do Not Print)

VER-201905-LPL EMPLOYEE AUTHORIZATION OF VOLUNTARY PAYROLL DEDUCTIONS

For MASSACHUSETTS AND NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL PAC,
and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA PAC

This is to certify that I, the undersigned, _____ (print name), a member of Local # _____, authorizes and directs my current Employer and any future employer that is a signatory to an agreement with any affiliate of the Massachusetts and Northern New England Laborers' District Council or the Laborers' International Union of North America to deduct from each of my paychecks the contribution amounts designated below and to remit them to the Massachusetts and Northern New England Laborers' District Council PAC ("District Council PAC"), a Massachusetts PAC, and/or the Laborers' International Union of North America PAC ("LIUNA PAC"), a federal PAC, (together commonly known as the "Laborers' Political League"). I understand that these are voluntary contributions; they are not a condition of either membership in the Union or employment with my employer; and I have the right to refuse to contribute to the District Council PAC, LIUNA PAC or both without reprisal. I further understand that the guideline amounts listed below are merely suggestions, and I will not be favored or disadvantaged because of the amount of my contribution or my decision not to contribute; the District Council PAC and LIUNA PAC each will use the money it receives to make political expenditures and contributions in connection with federal, state and local elections, as permitted by applicable laws; and I may revoke this authorization at any time by written notice to my employer.

VOLUNTARY CONTRIBUTION (Please Check The Appropriate Box or Boxes)

- Recommended \$0.04 per hour to the District Council PAC. Other amount of \$ _____ per hour to the District Council PAC.
- Recommended \$0.03 per hour to LIUNA PAC. Other amount of \$ _____ per hour to LIUNA PAC.

Date: _____ Signature: _____
(Signature – Do Not Print)

Address: _____

Current Employer: _____ Occupation: _____

All such contributions shall be remitted by the Employer to the designated depository for transmittal to the District Council PAC, LIUNA PAC or both no later than the same time as contributions are made to 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 to the District Council PAC and LIUNA PAC are not deductible as charitable contributions for federal income tax purposes. Massachusetts law requires us to collect and report the name and mailing address of individuals whose contributions to the District Council PAC exceed \$50 in a calendar year. Federal and Massachusetts law require us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions to the District Council PAC or LIUNA PAC exceed \$200 in a calendar year.

Section 3. 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 ~~XIX~~ XX.

Section 4. 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.

ARTICLE X

CONDITIONS OF AGREEMENT

Section 1. On the first (1st) 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. The Employer shall further require all laborers to produce their current LIUNA membership cards along with their current Massachusetts and Northern New England District Council photo identification cards. (The effective date may be changed pursuant to the mutual written agreement of the parties to this Agreement.) 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 unless alternative arrangements are approved by the District Council Business Manager or the Local Union Business Manager. 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 unless alternative arrangements are approved by the District Council Business Manager or the Local Union Business Manager. 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. In the event a Laborer voluntarily agrees to the direct deposit of his or her wages in a bank account, the Employer, within the above time frame for issuing paychecks, shall provide the Laborer with either an electronic or hardcopy paystub, documenting the date, the Laborers' gross wages, all of the authorized deductions from these wages, and the resulting net wages.

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, state required flaggers equipment 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 and shall be returned to 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 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 of 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.

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. If available parking cannot be obtained or transportation provided at no cost to the employee, within a reasonable distance (one-half mile) from the job site, it will be the responsibility of the employer to either provide transportation to and from the designated parking area or compensate the employee for the time it takes to walk more than the one-half mile. If transportation is made available, the employee needs to be ready no later than fifteen (15) minutes before the starting time.

ARTICLE XI

MASS. LABORERS' HEALTH & WELFARE FUND

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.

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 & 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 period of the preceding calendar month. The said Fund will be

administered by a Board of Trustees selected and appointed under the provisions of a 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 and the Commonwealth of Massachusetts. 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 said Trust Agreement.

The Union reserves the right to remove the employees whose wages, hours and working conditions are set forth in this Agreement from any job for which the Employer has failed to remit to the aforementioned Health & 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 Health & Welfare Fund shall meet the requirements of all federal and state laws regarding the same, including the Internal Revenue Service.

ARTICLE XII

MASS. 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 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 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 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 **MASS. LABORERS' ANNUITY FUND**

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.

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 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.

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.

If an audit by the Trustees or their representatives 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 Fund for the cost of auditing his payroll records and for interest at the rate of ten percent (10%) per annum from the date when payment was due to the date when payment was made.

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 XIV

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 the 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 completed 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. 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 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.

The failure to contribute by the Employer to the said New England Laborers' Training Trust 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 XV
NEW ENGLAND LABORERS' LABOR-MANAGEMENT COOPERATION
TRUST FUND

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.

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

The failure to contribute by the Employers 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. The New England Laborers' Labor-Management Cooperation Trust Fund shall

meet the requirements of all federal and state laws regarding the same, including the Internal Revenue Service.

ARTICLE XVI
NEW ENGLAND LABORERS' HEALTH & 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 & 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 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 & 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 & Safety Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XVII
MASS. LABORERS' LEGAL SERVICES FUND

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.

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 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.

It is understood by the parties to this Agreement that the Massachusetts Laborers' Legal Services Fund and Plan shall conform to the requirements of Section 302 of the Labor-Management Relations Act, as amended and that the Employer will be able to deduct said contributions as an ordinary and necessary business expense.

There shall be a total of eight (8) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed as follows: Four (4) Trustees shall be appointed by the Union; one (1) Eastern Massachusetts Trustee shall be appointed by the Associated General Contractors of Mass., Inc. (AGC); and one (1) Trustee shall be appointed by the Building Trades Employers' Association of Boston and Eastern Mass., Inc. (BTEA); one (1) Trustee shall be appointed by the Labor Relations Division of Construction Industries of Massachusetts, Inc. (CIM); and one (1) Western Massachusetts Trustee shall be appointed by the Associated General Contractors of Mass., Inc. (AGC). Representatives on the Board of Trustees shall at all times be equally divided among Union and Associations. The appointing parties shall also have the power to remove their respective Trustees appointed by them and to fill vacancies on the Board of Trustees.

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 of 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 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 & Northern New England Laborers' District Council and two (2) 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 ~~XXI~~ 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
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 of fifteen cents (0.15), 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 XX
DELINQUENT PAYMENTS

The Employers who are adjudged delinquent by the Fund Trustees in their payments to the Health & Welfare, Pension, Annuity, Training, Legal, NE Laborers' Labor-Management Cooperation Trust and NE Laborers' 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 effected 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 must, in addition to remitting to the Funds for his past delinquencies, furnish a fifty thousand dollar (\$50,000) surety bond to the Trustees of each respective Fund as listed above.

All attorney's fees, sheriff's costs, accounting and court costs involved to collect delinquent payments from the delinquent Employer must be borne fully by the Employer involved.

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%; per annum which shall continue to accrue until such time as said delinquency is paid in full 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. The terms "delinquent" and "delinquency" as used in this section shall include a failure of an Employer to furnish a bond as set forth in this Section.

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 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.

Failure of an employer to submit to an audit by the Massachusetts Laborers' Benefit Funds after written notice, sent by registered mail with return receipt requested shall result in the issuance of a (72) hour notice from the Massachusetts Laborers' District Council. The notice informs the Employer that after 72 hours from the date of issuance, they will not have the privilege of employing Laborers under the terms of this Agreement and all employees affected shall be paid their normal wages by the Employer until the audit is completed and the employees resume their work.

Audit – The Employers shall make all reports on contributions required by the funds on forms furnished by the Funds or their authorized representatives. The Trustees or their authorized representatives upon reasonable notice may examine the pertinent payroll records of any Employer, including, but not limited to all quarterly and yearly payroll tax returns, payroll listings, payroll records individual earnings records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the Joint Labor Management Trustees of the Delinquency Committee in their sole discretion. Such examinations may be implemented by the Trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds, in which event, the expense of audit may, under rules and regulations adopted by the Trustees of the Delinquency Committee, be charged against the Employer. If the expense of audit charged against the Employer is not paid by the Employer within ten days after written notice from the funds or their authorized representatives, the Funds may take any action, including, but not limited to court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and an administration fee at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection of such audit expense, interest and administration fee. In the event that the Funds or their representatives shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit. For any audit permitted under this collective bargaining agreement or applicable Trust Agreement, if the documents required to be provided by the Employer under such audit are located further than 150 miles from the headquarters of the Massachusetts Laborers' Benefit Funds, the Employer shall promptly submit such documentation to the auditor by regular mail, electronic mail, or courier service, at the Employer's expense. If the Employer refuses to

submit documentation by regular mail, electronic mail, or courier service, and the auditor is required to travel to the Employer's location for the purpose of the audit, the Employer shall be responsible for all expenses included for such travel, including without limitation reasonable airfare or driving mileage, lodging, meals, and other reasonable travel expenses.

Estimating – In the event the Employer fails to submit its monthly remittance reports on contributions for more than two months and/or if the Employer fails to submit to an audit within a reasonable period of time not to exceed 21 calendar days after receiving an audit demand, the Trustees or their authorized representatives may determine, in their sole discretion, that the Employer's monthly hours subject to contributions for each unreported or unaudited month are the highest number of employee hours for any month during the most recent twelve months audited, or during any of the last twelve months for which the Employer reported contributions, whichever monthly number of hours is greater. For the sake of clarity, the Trustees and their authorized representatives may use the current contribution rates applicable to said audit and/or report period. Prior to making the determination, the Trustees or their authorized representatives shall provide the Employer written notice advising the Employer that such determination shall be made if the Employer does not submit its reports or allow an audit within 7 days of the date of the notice, or a longer time period if requested by the Trustees or their authorized representatives. Once the Trustees or their representatives make such a determination, the amount of contributions so computed shall be binding on the Employer, and the Trustees and their authorized representatives shall be entitled to collect such contributions with all rights and remedies as provided hereunder unless such estimate is greater than the amount the contractor actually owes in which case the fund must credit the employer for the excess contributions. Further, nothing herein shall waive or otherwise restrict the Trustees and their authorized representatives' rights from commencing legal proceedings to collect contributions and/or compel an audit of the Employer. Finally, nothing herein shall waive or otherwise restrict the Trustees and their authorized representatives' right to collect additional contributions from the Employer in the event said audit and/or said reports for the applicable time period indicate that the Employer owes additional contributions beyond those that had previously been assessed in the determination described above.

Executive Director – The Employer shall remit all contributions and dues required under this Agreement to the Executive Director of the Massachusetts Laborers' Benefit Funds, including, without limitation, contributions for the Massachusetts Laborers' Health and Welfare, Pension, Annuity, Legal Services,

Unified Trust Funds, the New England Laborers' Health and Safety, Training, and Labor-Management Cooperation Trust Funds, Dues, and Laborers' Political League deductions. The Executive Director shall serve as the collection agent for all such contributions, dues and deductions. In this capacity, the Executive Director shall be a fiduciary and shall have discretionary authority and control to pursue delinquencies, conduct audits, litigate and arbitrate disputes, and perform all other actions necessary and appropriate for collecting contributions on behalf of the Funds, provided however that the Executive Director shall be subject to the final say and authority of the Board of Trustees of said Funds in whatsoever manner they deem appropriate.

ARTICLE XXI

SEVERAL LIABILITY

Section 1. The obligation of each Employer member of the Association shall be several and not joint.

Section 2. The Massachusetts & Northern New England 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 & Northern New England Laborers' District Council has ordered or ratified the same or condoned such act after notice thereof from the Association. The Massachusetts & Northern New England Laborers' District Council agrees that upon the receipt of notice from the 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 Construction Industry Association of Western Massachusetts, Inc. shall not be responsible for any unauthorized act committed by one of its members unless the Association has ordered, ratified or condoned such act after notifications thereof from the Council. The Association agrees 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 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 AND SIDEWALK FORMS, GRADING, LANDSCAPING, TRADITIONAL STONE AND BRICK WORK: All indoor and outdoor landscaping work traditionally performed by the laborer shall be the work of the laborer. The erection and setting of curb and sidewalk forms, including the unloading, placement and installation of plastic curbing and wheel stops, grading and landscaping, as well as the traditional laborers work involved in the setting of stone and brick in connection with paving work shall be the work of the laborer; The construction and/or reconstruction of manholes. The installation of dry laid masonry units including but not limited to block, brick, and/or stone; and 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. Prior to turnover to the Owner, the onsite cleaning and disinfecting work related to the mitigation and control of all infectious disease, including but not limited to COVID-19 in accordance with Municipal, State, and Federal mandates, and the maintenance and disinfecting of all related PPE (facemasks, safety glasses, protective suits, respirators, dust masks, rubber gloves and rubber boots shall be the work of the laborer who shall receive specialized LIUNA training. Prior to turnover to the Owner, the onsite operation and maintenance of all fogger related micronized spray machines and the preparation and mixing of cleaning and/or disinfecting solutions used with these products shall be the work of the laborer who shall receive specialized LIUNA training.

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.

Tarps and Weather Protection

The hanging and securing of all tarps and other weather protection, including but not limited to, tarps made of canvas, plastic and polyethylene, shall be assigned to the laborers.

The removal of all tarps and other weather protection, including but not limited to, tarps made of canvas, plastic and polyethylene, shall be assigned to the laborers.

Lumber to be cut into rafters, studs, joists, etc. will be carried to the jobsite mill by laborers. The laborers shall make distribution from the mill area to stockpile(s) in the approximate area of installation as designated by the contractor.

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 of 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 and the unloading, placement and installation of plastic curbing and wheel stops shall be the work of the laborers.

Section 10. STRIPPING AND DISMANTLING OF CONCRETE FORMS: The stripping and dismantling of all forms including but not limited to forms related to flat arch, final strip, bulkheads, footings and bridge brackets shall be the work of the laborers. This involves the release of forms by any means, method, or mode, including cutting and burning 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 bank forms including panel forms or any other material(s).

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, skid steers 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 an approximate point of installation, but not limited to the following:

Hollow Metal Doors & Frames

- (a) The unloading, handling and distribution of hollow metal doors and door frames to stockpile(s) in the approximate area of installation on various floors as designated by the contractor shall be assigned to laborers.

Lumber

- (a) The unloading, handling and distribution of lumber to stockpile(s) in the approximate area of installation as designated by the contractor shall be assigned to laborers.

Drywall

- (a) As more fully defined by the parties in Appendix B, the unloading, handling and distribution of drywall materials to stockpile(s) in the approximate area of installation on various floors as designated by the contractor shall be assigned to laborers. (b) Cleanup and removal of debris shall be assigned to laborers.

Acoustical Ceiling Tile and Resilient Floor Tile

- (a) The unloading, handling and distribution of acoustical ceiling tile and resilient floor tile materials to stockpile(s) in the approximate area of installation on various floors as designated by the contractor shall be assigned to laborers. (b) Cleanup and removal of debris shall be assigned to laborers.

Cabinet and Case Work (Wood, Metal and/or Glass)

- (a) The unloading, handling and distribution of factory crated, cartoned, boxed or otherwise factory protected kitchen wall and base cabinets, bathroom vanities, laboratory casework; store fixtures and any and all other cabinet and casework not specifically itemized herein to stockpile(s) in the approximate area of installation in various floors as designated by the contractor shall be assigned to laborers. (b) Disposal of removed crating, cartoning or boxed materials shall be assigned to laborers.

Metal Windows and Trim

- (a) The unloading, handling and distribution of metal windows and trim to stockpile(s) as designated by the contractor shall be assigned to laborers.

Wood Doors and Trim

- (a) The unloading, handling and distribution of wood doors and trim to stockpile(s) in the approximate area of installation on various floors as designated by the contractor shall be assigned to laborers. (b) When in the event wood doors and trim are first taken to a job site mill for prefitting and precutting for hardware prior to distribution to the various floors, the laborer shall unload, handle and stockpile the wood doors and trim at the job site mill. The laborer shall then make distribution as provided for in (a) above.

Finish Hardware

- (a) The unloading and handling of finish hardware to stockpile(s) as designated by the contractor shall be assigned to laborers.

Millwork

- (a) The unloading, handling and distribution of millwork requiring finish painting after installation to stockpile(s) in the approximate area of installation on various floors as designated by the contractor shall be assigned to laborers. (b) The unloading, handling and distribution of factory crated, cartoned, boxed or otherwise protected prefinished millwork to stockpile(s) in the approximate area of installation on various floors as designated by the contractor shall be assigned to laborers. Disposal of removed crating, cartoning or boxing materials shall be assigned to laborers.

Wood Windows & Window Trim (Glazed or not Glazed)

- (a) The unloading, handling and distribution of wood windows and trim to stockpile(s) in the approximate area of installation on various floors as designated by the contractor shall be assigned to laborers.

Trusses

- (a) Unloading and stockpiling of wood trusses not to be immediately installed shall be assigned to laborers. (b) Handling and distribution of wood trusses stockpiled prior to installation to approximate area of installation shall be assigned to laborers.

Roofing and Siding Materials for Carpentry Installation

- (a) The unloading, handling and distribution of shingles, felt, etc. to stockpile(s) adjacent to the approximate point of installation as designated by the contractor shall be assigned to laborers.

Erection of Concrete Forms

- (a) Unloading, handling and distribution of materials used for form work to stockpile(s) at either job site mill or the approximate point of erection as designated by the contractor shall be assigned to laborers. (b) Handling and distribution from the job site mill area to stockpile(s) as designated by the contractor at the approximate point of erection shall be assigned to laborers. (c) Forms hoisted from a designated hoisting area shall be "hooked on" by laborers.

Materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation;

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;

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

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, cutting and installation of 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;

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 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. 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;

All traditional laborers' work involving the assembly and erection of wind turbines whether on land or sea including but not limited to foundations, towers, site work, slurry, grouting, drilling, blasting, mucking, tending, pouring, pumping and the placing concrete and concrete slabs shall be the work of the laborer who shall receive specialized LIUNA training.

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, cutting, 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. 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. The placement of vapor barriers and/or under slab insulation incidental to traditional laborers' work.
- (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 ship, 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 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 specific jurisdiction shall further include the cutting of all steel rods, plates, beams etc. to accommodate concrete work. 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 AND DISTRIBUTION OF PIPE. ETC.: Cutting of streets and ways for laying of pipes, cables, conduits including conduits for fiber optic cable, 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 pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, 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 regardless of materials, means or methods 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. Microtunneling, pipe jacking, and welding shall be the work of the laborer.

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, skimmers track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunnite nozzlemen, gunmen, reboundmen and all other work connected therewith.

Section 18. SEWERS, DRAINS, CULVERTS AND MULTIPLATE: 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. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including

corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer work to be done under proper supervision. (Referee Hutcheson's decision.) Laying, 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, including traffic control signal men at construction sites.

Section 22. GENERAL EXCAVATION AND GRADING: The clearing, excavating, filling, insulation of exterior foundations, (unless waterproofed or adhered), 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 and/or crushing plants; incidental to traditional Laborers' work.

Section 26. WRECKING/DEMOLITION: The razing, wrecking 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. The burning, cutting and/or dropping of all utility and other supply lines that have been cut, capped or deemed safe for removal. All cleaning and/or demolition accomplished through the use of high pressure water or other comparable Hydro-Technologies. 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 clean rooms and/or 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, winches, jacks, scissors lifts, man lifts, aerial lifts, whether operated manually or mechanically by portable operating devices, parking lot striping machines, line application vehicle, pick-up and service trucks including, but not limited to, stake-body trucks, rock-body trucks, dump trucks, job-site moving of the water wagon, attenuater-crash trucks and all traffic control vehicles of any nature and all comparable motorized equipment for the transportation and/or repositioning of jobsite materials pumps, and other similarly related equipment; The tagging and signaling incidental to traditional laborers work . Installation of outdoor playground swing sets and jungle gyms regardless of the material used for their construction. The operation of concrete cleaning machines, the operation of manually controlled robotic equipment and devices utilizing new and/or enhanced technology (such as rock and earth compacting machines), and the onsite operation of ultra-high pressure water jet cutting tools, shall be the work of the laborer. The operation of hydraulic skid steers and power buggies with the appropriate training, certification and/or licensure required by the State or Municipality, shall be the work of the laborer.

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. ENVIROMENTAL / 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 of power to the effected 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 effected surfaces that are not salvageable, and disposal of contaminated materials.

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.

Section 36. CUTTING, BURNING AND WELDING: All cutting, burning and welding including the use of torches, plasma cutters, carbon arc gauges and welders incidental to traditional laborers work. Laborers shall be properly trained and certified as required to perform this work.

Section 37. AGC AFFILIATED AGREEMENT: The Employer further acknowledges the Union's jurisdiction and trade autonomy over the divisions and subdivisions of the trade as fully outlined in Article XXII of the parties' Eastern Massachusetts Building & Site Agreement between the Labor Relations Division of the Associated General Contractors of Massachusetts and the District Council, as amended from time to time, and incorporated herein by reference.

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. When an Employer engages in work traditionally covered by the CIM Massachusetts Heavy & Highway Agreement with the Union, he or she shall pay the wages and fringe contributions and also abide by the hours and working conditions specified in the CIM Agreement which maintains reciprocal language, for the AGC Contractors herein, in Article VIII, Section 4.

In addition, all work in Maine, New Hampshire and Vermont shall be performed in accordance with the terms and conditions of the local area agreement of the Massachusetts and Northern New England Laborers' District Council in the area where the work is performed. However, nothing herein shall prevent an employer from electing to continue to provide his laborers the wages and benefits of this Agreement. This paragraph relating to work performed in Maine, New Hampshire and Vermont shall expire on November 30, 2015 unless both parties agree to extend it through the term of this Agreement.

The parties agree that a Contractor, who is planning to bid on Privately-Funded new and existing Building Projects (Not Subject to Prevailing Rates) that primarily involve new wood frame and/or light gauge steel construction, as permitted under the Massachusetts State Building Code for Type Five A & B Construction. (Type V-A & Type V-B Construction), as outlined in Table 503 of the International Building Code as incorporated into the Massachusetts State Building Code, may proceed under the provisions of the Parties' Memorandum of Agreement (MOA) covering this type of construction.

ARTICLE XXIV
PROCEDURE FOR ADJUSTMENT OF DISPUTES & ARBITRATIONS

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. In the event a grievance arises, other than jurisdictional disputes, a meeting shall be held between the contractor or its accredited representatives and the Union. For Association employers, if a settlement is not reached at this point, the parties shall contact the Association of which the contractor is a member. A representative of the Association shall confer with representatives of the Union and the contractor to endeavor to settle the dispute. Any grievance not filed in writing within sixty (60) days from the date the occurrence was known or should have been known, whichever is later, shall be forever barred. If the dispute is not settled at this conference, it shall be subject to arbitration.

Section 3. 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 that shall be composed of two (2) arbitrators selected by each party. The party submitting the issue to arbitration shall notify the other party forthwith in writing, and a meeting to consider and to act in the matter shall take place within fifteen (15) days. Work is to be continued during the arbitration. If a tie vote exists, then an arbitrator, mutually agreed upon by both parties, shall be chosen, to whom the matter in dispute shall be referred, and whose decision shall be final and binding on both sides. If an impartial arbitrator 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 or her decision will be final and binding on both sides. The cost of the arbitration will be equally borne by both parties. The above time limits may be extended by mutual agreement of the parties. A non-association employer whose actions are subject of a grievance shall have no say in extending the deadlines.

Section 4. 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 the grievance should the Union deem it without merit.

ARTICLE XXV
NO STRIKE - NO LOCKOUT

The Employer guarantees that there will be no lockouts for any reason during the term of this Agreement, and the Union guarantees that there will be no strikes, slow downs or any other refusals to work during the term of this Agreement except for the following:

1. Failure of the Employer to provide Workers' Compensation coverage; *or*
2. Failure of the Employer to pay unemployment contributions; *or*
3. Failure of the Employer to make Benefit Fund contributions in accordance with the procedures outlined in Article XX, of this Agreement, provided there is 72-hour notice to the delinquent Employer and the General Contractor; *or*
4. Refusal of either party to submit to arbitration in accordance with Article XXIV or failure on the part of either party to carry out the arbitration award, provided there is 72-hour notice to the Employer and the General Contractor; *or*
5. The failure of the Employer to pay wages provided herein.

ARTICLE XXVI
CONSTRUCTION MANAGER

Whenever any signatory contractor performs work as a management consultant, construction manager, program manager, developer, 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, with respect to all jobsite work, including, but not limited to assuring that all work covered by this Agreement is performed by contractors that are parties to a collective bargaining agreement with the Union. Provided, however, this provision shall not apply to any affiliated development company or to an entity that does not manage and/or coordinate the construction contracts or construction work and that does not select subcontractors. Provided further that this provision shall not apply to work outside the scope of the construction manager's contract with the outside owner or developer of the project. The employer recognizes that the Union, pursuant to the

National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or work or selects subcontractors.

ARTICLE XXVII
FEDERAL HEALTH INSURANCE LAW

In the event a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen this Agreement 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 XXIV at the request of the other party; provided the Arbitrators shall not be permitted to increase the cost to the Employer.

ARTICLE XXVIII
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:

Hours of Credit	Wage Rate
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 XXIX
TRAINING PROGRAM

Mandatory Training. The parties agree that all Laborers shall be trained in OSHA 30, scaffold erection, fall protection, first aide, cardiopulmonary resuscitation (CPR), and in the operation and use of an automated external defibrillator (AED).

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 and any newly referred employee to a job shall have successfully completed the above ten (10) hour safety program.

ARTICLE XXX
EMPLOYMENT OF LABORERS

Whenever the Employer signatory to this Agreement intentionally employs its laborers, covered by this Agreement, under the name of an affiliated company that is not signatory to this Agreement, those employees must be paid wages and benefits according to this agreement.

ARTICLE XXXI
TERMINATION OF AGREEMENT

This Agreement will expire on *May 31, 2024* for the parties to this Agreement and for the independent non-Association employers who have accepted and agreed to abide to this Agreement except that if neither of the parties identified on page 1 of this Agreement gives notice in writing to the other party between *March 1, 2024 and March 31, 2024* that it desires a change after *May 31, 2024*, then this Agreement shall continue in effect until *May 31, 2025* and so on each year thereafter unless on or before *March 31st* of each year thereafter, a notice is given by either party. This evergreen clause does not apply to any independent non-Association employers. If neither the Union nor the independent non-Association employer gives notice of termination between *March 1, 2024 and March 31, 2024* they are bound to the successor of this Agreement for its full term.

LABOR RELATIONS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS OF MASSACHUSETTS



Donna Scally, Director of Labor Relations & Employment Policy

9-18-2020

Date


MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL I/B/O LOCAL UNION 596, HOLYOKE AND LOCAL UNION 999, SPRINGFIELD, MA



Joseph Bonfiglio, Business Manager

9/18/2020

Date



Donald John Tranghese, Business Manager Laborers' Local 999

9/18/2020

Date



Colton Andrews, Business Manager Laborers' Local 596

9/18/2020

Date

ASBESTOS REMOVAL MEMORANDUM

This Special Memorandum was entered into on June 1, 1995 by and between the undersigned parties and shall apply on all asbestos removal projects.

1. Masks and all other equipment used in the removal of asbestos must meet the requirements of the regulations governing the industry.
2. Employees will be required to observe the regulations when leaving encapsulated areas 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 workday.
6. If a shift ends between 12:00 Midnight and 5:00 AM, consideration must be given to transportation for the employees.
7. Employer will furnish lockers or other means to safeguard the personal belongings of employees.

This Memorandum shall be in full force and effect for a period of five (5) years from the date of signature and shall continue from year to year thereafter unless sixty (60) days Notice of Termination is given by either party in accordance with the terms of Article XXXI of the 2020-2024 Agreement.

THE LABOR RELATIONS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS OF MASSACHUSETTS

Donna Scally
Donna Scally, Director of Labor Relations & Employment Policy

9-18-2020
Date

MASSACHUSETTS LABORERS' DISTRICT COUNCIL I/B/O LOCAL UNION 596, HOLYOKE AND LOCAL UNION 999, SPRINGFIELD, MA

Joseph Bonfiglio
Joseph Bonfiglio, Business Manager

9/18/2020
Date

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. 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. A General Contractor's or Construction Manager's drug testing program may be applied to a Subcontractor's employees who are assigned to a jobsite, which has been deemed a substance abuse testing jobsite by the General Contractor or Construction Manager. All employees will be notified of the testing requirement, prior to being assigned to the testing jobsite, and no employee will be laid off or penalized for declining to be sent to the testing jobsite, provided that alternative employment is available.

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 and/or alcohol 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, 1995. It was most recently updated on June 1, 2017.

FOR THE ASSOCIATION:

Donna Scally
Donna Scally, Director of Labor Relations & Employment Policy

9-18-2020
Date

FOR THE UNION:

Joseph Bonfiglio
Joseph Bonfiglio, Business Manager

9/18/2020
Date

SIGNATORY CONTRACTORS

Labor Relation Division of the Associated General Contractors of Massachusetts, Inc. members who have authorized said Association to represent them in collective bargaining with the Massachusetts & Northern New England Laborers' District Council for the purpose of negotiating this Agreement as of June 1, 2020.

Adams & Ruxton Const. Co.
600 Union Street
W. Springfield, MA 01090

Daniel O'Connells' Sons, Inc.
800 Kelly Way
Holyoke, MA 01040

Fontaine Bros., Inc.
510 Cottage Street
Springfield, MA 01104

D. A. Sullivan & Sons, Inc.
82-84 North Street
Northampton, MA 01060

Gilbane Building Company
7 Jackson Walkway
Providence, Rhode Island 02903

APPENDIX A
WAGE RATES AND CLASSIFICATIONS

MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL
of the Laborers' International Union of North America, AFL-CIO

7 Laborers' Way

(508) 435-4164

Hopkinton, Massachusetts 01748

(617) 969-4018

Fax (508) 435-7982

Western Massachusetts Building & Site Construction Agreement

Wage and Benefit Package

Local Union 596

Local Union 999

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

**Dues and LPL are Deducted from Wages*

****The Council reserves the right to allocate all increases between Wages and Benefits**

***** Information will be posted at www.Masslaborers.org when allocated**

	6/1/2020	12/1/2020	6/7/2021	12/6/2021	6/6/2022	12/5/2022	6/5/2023	12/4/2023
INCREASE	0.81	0.81	0.84	0.83	0.63	0.62	0.63	0.62
Wages	31.50	**	**	**	**	**	**	**
H & W	8.60							
Pension	8.25							
Annuity	6.84							
Nell-MCT	0.15							
Unified Tru	0.50							
Training	0.70							
Legal	0.20							
H & Safety	0.15							
WMIAF	0.15							
Total	57.04	57.85	58.69	59.52	60.15	60.77	61.40	62.02
*Dues	(-1.60)	(-1.60)	(-1.62)	(-1.62)	(-1.64)	(-1.64)	(-1.66)	(-1.66)
*LPL	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)

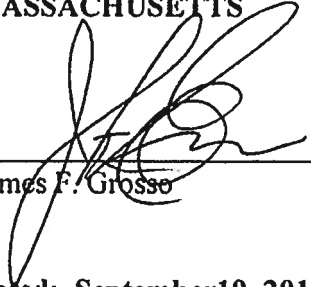
APPENDIX B

FORMAL ASSIGNMENT OF UNLOADING & DISTRIBUTION OF DRYWALL

DRYWALL SIDE LETTER

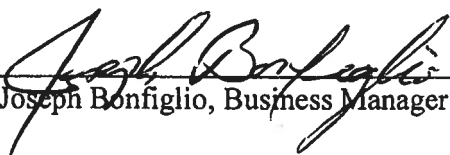
The Contractor members of the Construction Industry Association of Western Massachusetts and the Massachusetts & Northern New England Laborers' District Council on behalf of Locals 596 and 999, during their negotiation for a new agreement effective June 1, 2017, agreed that the unloading of drywall and its delivery to stockpile areas and/or other points of distribution, which may be located on one or more floors of the construction project, is the work of the Laborer. The removal of the individual drywall sheets, from the above points of distribution directly to the final point of installation, is the work of the Carpenter.

**CONSTRUCTION INDUSTRY
ASSOCIATION OF WESTERN
MASSACHUSETTS**



James F. Grosse

**MASSACHUSETTS LABORERS'
DISTRICT COUNCIL LOCAL
NOS. 596 AND 599**



Joseph Bonfiglio, Business Manager

Dated: September 19, 2017