K 3482

67 pgs

HEAVY AND HIGHWAY

AGREEMENT

between

THE LABOR RELATIONS DIVISION OF CONSTRUCTION INDUSTRIES OF MASSACHUSETTS, INC.

and

MASSACHUSETTS LABORERS' DISTRICT COUNCIL
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO

EFFECTIVE:
JUNE 1, 2004 - MAY 31, 2008

TABLE OF CONTENTS

PAGE

AGREEMENT 1

PREAMBLE 1

DECLARATION OF PRINCIPLES 1

TERRITORIAL JURISDICTION 2

UNION RECOGNITION, UNION SECURITY AND EMPLOYMENT 2

HOLIDAYS 5

BUSINESS MANAGER, FIELD REPRESENTATIVE 6

PROCEDURE FOR ADJUSTMENT OF DISPUTES AND ARBITRATION 7

SEVERAL LIABILITY 8

CANCELLATION OF PRIOR CONTRACTS 9

HEAVY AND HIGHWAY CONSTRUCTION INDUSTRIES 9

HOURS OF WORK AND SHIFT OPERATIONS 10

WAGE RATES AND CLASSIFICATIONS 13

REPORTING TIME PAY 15

CONDITIONS OF AGREEMENT 16

MASSACHUSETTS LABORERS' HEALTH & WELFARE FUND 18

MASSACHUSETTS LABORERS' PENSION FUND 19

NEW ENGLAND LABORERS' TRAINING TRUST FUND 20

MASSACHUSETTS LABORERS' LEGAL SERVICES FUND 20

MASSACHUSETTS LABORERS' ANNUITY FUND 21

NE LABORERS' LABOR-MGMT. COOP. TRUST 23

NEW ENGLAND LABORERS' HEALTH AND SAFETY FUND 24

MASSACHUSETTS LABORERS' UNIFIED TRUST 24

DELINQUENT PAYMENTS 25

CHECK-OFF AND PAYROLL DEDUCTIONS 26
PRE-JOB CONFERENCE 28
CONSTRUCTION INDUSTRIES OF MASS. ADVANCEMENT FUND 29
APPLICABILITY OF ARTICLES 30
CONSTRUCTION MANAGER, OWNER OR ASSOCIATED ENTITY 30
APPLICABILITY OF AGREEMENT 30
FEDERAL HEALTH INSURANCE LAW 30
TRADE AUTONOMY 30
APPRENTICESHIP PROGRAM 41
FAVORED NATIONS CLAUSE 42
MARKET RECOVERY AND RETENTION COMMITTEE 44
TERMINATION OF AGREEMENT 47
DRUG ABUSE PREVENTION AND DETECTION 48
LABORERS' HEAVY & HIGHWAY AGREEMENT NEGOTIATIONS 51
SIDE LETTER OF AGREEMENT-RESOLUTION PROCEDURES FOR WORKERS' COMP. CLAIMS .. 53
WAGE RATES AND CLASSIFICATIONS 54

Massachusetts Local Unions and Jurisdiction

Local Union		Business Mgr.	Jurisdiction
Boston	22	*Louis Mandarini, Jr.* 35 Highland Street Malden, 02148 (781) 321-6616	1/2 Allston, 1/2 Brighton, 1/2 Boston Arlington, Belmont, Brookline, Burlington, Chelsea, Everett, Lynn, Lynnfield, Malden, Medford, Melrose, Nahant, Reading, Revere, Saugus, Somerville, Stoneham, Wakefield, Winchester, Winthrop, Woburn
	223	*Martin Walsh* 12A Everdean Street Dorchester, 02122 (617) 282-0180	1/2 Boston, Islands of Boston Harbor, Dedham, Milton
Brockton	721	*James Houston* P.O. Box 669 E. Bridgewater, 02333 (508) 378-0122	Abington, Avon, Bridgewater, Brockton, Carver, Duxbury, E. Bridgewater, Easton, Halifax, Hanover, Hanson, Holbrook, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Randolph, Rockland, Stoughton, W. Bridgewater, Whitman
Cambridge	151	*Joseph Bonfiglio* 238 Main Street Cambridge, 02141 (617) 876-8081	Cambridge, 1/2 Allston, 1/2 Brighton
Fall River	610	*Steve Mello* P.O. Box 655 Fall River, 02722 (508) 673-0080	Fall River, Freetown, Seekonk, Somerset, Swansea, Westport
Fitchburg	39	*Joseph Melanson* 434 Water Street Fitchburg, 01420 (978) 342-9067	Ashburham, Ashby, Athol, Ayer, Fitchburg, Gardner Groton, Harvard, Hubbardston, Lancaster, Leominster, Lunenburg, Orange, Pepperell, Petersham, Phillipston, Princeton, Royalston Shirley, Templeton,

			Townsend, Warwick, Westminster, Winchendon
Framingham	609	*Christopher Murphy* 3 Pierce Street Suite #2 Framingham, 01702 (508) 875-5282	Ashland, Blackstone, Bellingham, Dover, Framingham, Holliston, Hopedale, Hudson, Hopkinton, Marlboro, Medfield, Medway, Mendon, Milford, Millis, Millville, Natick, Needham, Northboro, Sherborn, Southboro, Sudbury, Upton, Uxbridge, Wayland, Wellesley
Lawrence	175	*Michael Gagliardi* 55 Union Street Lawrence, 01840 (978) 687-7200	Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, No. Andover, No. Reading, Rowley, Salisbury, W. Newbury, Salem, NH
Lowell	429	*David Purtell* Elks Bldg. Old Ferry Road Lowell, 01854 (978) 452-7261	Acton, Bedford, Billerica, Boxboro, Carlisle, Chelmsford, Dracut, Dunstable, Lowell, Littleton, Tewksbury, Tyngsboro, Wilmington, Westford
New Bedford	385	*Brad Castello* 115 Alden Street Fairhaven, 02719 (508) 992-1089	Acushnet, Barnstable, Bourne, Brewster, Chatham, Chilmark, Cotuit, Dartmouth, Dennis, Eastham, Edgartown, Fairhaven, Falmouth, Gay Head, Gosnold, Hawthorne, Harwich, Hyannis, Marion, Mashpee, Mattapoisett, Nantucket, New Bedford, Oak Bluffs, Orleans, Provincetown, Rochester, Sandwich, Teaticket, Tisbury, Truro
Norwood	138	*David Sargo* 11 Walpole Street Norwood, 02062 (781) 762-4099	Canton, Foxboro, Franklin, Norfolk, No. Attleboro, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham
Quincy	133	*Thomas Williams* 265 Washington St. Quincy, 02269 (617) 479-4275	Braintree, Cohasset, Hingham, Hull, Quincy, Scituate, Weymouth

Salem	14	*Gregory Cotraro* P. O. Box 853 Salem, 01970 (978) 744-2719	Beverly, Danvers, Essex, Hamilton, Ipswich, Marblehead, Manchester, Middleton, Peabody, Salem, Topsfield, Wenham, Gloucester, Rockport
Taunton	876	*David Araujo* 5 Hill Street Taunton, 02780 (508) 824-4670	Attleboro, Berkley, Dighton, Lakeville, Mansfield, Middleboro, Raynham, Rehoboth, Taunton, Norton
Waltham	560	*Paul Pavone* 681 Main Street Waltham, 02154 (781) 894-2750	Concord, Lexington, Lincoln, Maynard, Newton, Stow, Waltham, Watertown, Weston
Worcester	243	*James Porter* 882 Southbridge St. Auburn, 01501 (508) 832-4649	Auburn, Baldwinville, Barre, Berlin, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, E. Brookfield, Grafton, Hardwick, Holden, Leicester, Millbury, New Braintree, No. Brookfield, Northbridge, Oakdale, Oakham, Oxford, Paxton, Rutland, Shrewsbury, Southbridge, Spencer, Sterling, Sturbridge, Sutton, Warren, Webster, W. Boylston, W. Brookfield, Westboro, Whitinsville, Worcester
Pittsfield	473	*Patrick Mele, Jr.* 264 Housatonic Street Suites 3 & 4 Pittsfield, 01201 (413) 442-1970	Adams, Alford, Ashfield, Becket, Buckland, Charlemont, Chesire, Chesterfield, Clarksburg, Cummington, Dalton, Egremont, Florida, Goshen, Great Barrington, Hancock, Hawley, Heath, Hinsdale, Lanesboro, Lee, Lenox, Middlefield, Monroe, Monteray, Mt. Washington, New Ashford, New Marlboro, North Adams, Otis, Peru, Pittsfield, Plainfield, Richmond, Rowe, Sandisfield, Savoy, Sheffield, Stockbridge, Tryingham, Washington, West Stockbridge, Williamstown, Windsor, Worthington

Holyoke	596	*Gary Lehman* P.O. Box 563 Holyoke, 01040 (413) 534-3140	Amherst, Bernardston, Colrain, Conway, Deerfield, Easthampton, Erving, Florence, Gill, Greenfield, Hadley, Hatfield, Holyoke, Leeds, Leverett, Leyen, Millers Falls, Montague, New Salem, Northhampton, Northfield, Pelham, Shelburne, Shutesbury, South Hadley, Southampton, Sunderland, Turners Falls, Wendell, Westhampton, Whately, Williamsburg
Springfield	999	*Carlo Tranghese* P.O. Box 128 Forest Park Station E. Longmeadow, 01028 (413) 736-7677	Agawam, Belchertown, Blandford, Brimfield, Chester, Chicopee, East Longmeadow, Granby, Granville, Hampden, Holland, Huntington, Indian Orchard, Longmeadow, Ludlow, Monson, Montgomery, Palmer, Russell, Southwick, Springfield, Tolland, Wales, Ware, West Springfield, Westfield, Wilbraham

AGREEMENT

This Agreement made and entered into this 1st day of JUNE 2004, by and between the Labor Relations Division of Construction Industries of Massachusetts, Inc., a corporation 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, as per Schedule I attached hereto and made a part hereof, and any members joining said Association during the term of this Agreement, and such other Heavy and Highway Contractors who execute an Acceptance of the Terms and Provisions of this Agreement hereinafter collectively referred to as the "Employer" and the Massachusetts Laborers' District Council of the Laborers' International Union of North America, acting for and in behalf of Local Unions: 14-Salem, 22-Boston, 39-Fitchburg, 88-Boston, 133-Quincy, 138-Norwood, 151-Cambridge, 175-Lawrence, 223-Boston, 243-Worcester, 385-New Bedford, 429-Lowell, 473-Pittsfield, 560-Waltham, 596-Holyoke, 609-Framingham, 610-Fall River, 721-Brockton, 876-Taunton, 999-Springfield, 1020-Boston, 1285-Boston and 1421-Greater Boston each referred to as the "Local Union" and collectively hereinafter to as the "Council".

PREAMBLE

The purpose of this Agreement is to determine the hours, wages, fringes and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Employer may have sufficient capable workmen and the workmen may have as much continuous employment as possible, without interruption by strikes, lockouts, or other labor management troubles.

Now, Therefore, the undersigned Employer and the Union, in consideration of the mutual promise and covenants herein contained, agree as follows:

DECLARATION OF PRINCIPLES

There shall be no discrimination against any employee by reason of race, creed, color, sex or national origin. The Employer, the Union and the employees shall abide by the Federal Williams-Steiger Occupational Safety and Health Act and other applicable safety regulations of Massachusetts.

ARTICLE I
TERRITORIAL JURISDICTION

This Agreement shall apply to and be effective within all areas of the Commonwealth of Massachusetts.

ARTICLE II
UNION RECOGNITION, UNION SECURITY AND EMPLOYMENT

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

Inasmuch as the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees within the bargaining unit on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as the result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election and expressly waives any right it may have to do so. If the Union has not yet submitted a determination of its majority support, the Employer agrees that, upon the Union's presentation of evidence of majority status among its employees in the bargaining unit described herein, it will voluntarily recognize the Union as the exclusive bargaining agent for all employees within the bargaining unit on all present and future job sites within the jurisdiction of the Union. The Employer expressly waives any right it has to condition its recognition of the Union upon the Union's certification by the NLRB as the employees' bargaining representative following the NLRB election.

The Employer will bargain in good faith with respect to renewal or extension of the agreement or any subsequent collective bargaining agreement.

Section 2. All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter for work in the classification specified herein shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the eighth (8) 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. Further, all employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Employer. 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 solely the tender or payment of normal dues and the standard initiation fee.

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. The Local Union shall be recognized as the principal source of laborers and shall be given the first opportunity to refer qualified applicants for employment. The Employer shall be the sole judge as to whether or not the men furnished are qualified. The Employer reserves the right to transfer or rehire laborers, provided that for those laborers rehired, the Employer shall first notify the Union of the rehiring.

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 work covered by this Agreement and that the Local Union is ready, willing and able to furnish laborers to perform the work covered by this Agreement.

Section 6(b). A fair percentage of the employees on the job shall be from the same Local Union which has territorial jurisdiction where the job is located and this percentage must be maintained throughout the life of the project. The Employer reserves and shall have the right to rehire any employee who has been an employee of the Company, provided said employee has worked for the Employer during the period of four (4) months preceding the date of hiring, excluding time out on Worker's Compensation and for extended sickness. This period shall be six (6) months for asphalt crews, fence erectors and landscapers. New employees shall be from the same Local Union which has territorial jurisdiction where the job is located. The Employer shall furnish the Union, upon request, the name and address of said rehired employees.

It is understood that the Employer may make a reasonable request that the "fair percentage" provisions of this Agreement above not be applied. In such instances, the Employer may make such a request to the Local Union having territorial jurisdiction in a timely manner preferably not later than its pre-job conference. The Union however does recognize that there may be instances where such request may be made after the pre-job conference. Such request shall not be unreasonably denied. This relief shall not apply to any project covered by a project labor agreement.

For utility work in connection with electric, telephone and gas utilities where such work is not performed under the provisions of a project agreement or in connection with a construction project, the provisions of Article II, Section 6(b) pertaining to fair percentages shall not apply.

Section 6(c). When the Employer has exhausted the rehiring of former employees as stated in Section 6(b) above, then the Employer must inform the Union office of all work opportunities and openings. The Union shall be given the first opportunity to refer applicants for such employment openings.

Section 6(d). The Employer reserves and shall have the right to accept or reject any applicants referred by the Local Union.

Section 6(e). 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 jobsite.

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

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

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

The Employer shall send to the District Council a list of subcontractors performing laborers' bargaining unit work.

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

ARTICLE III
HOLIDAYS

Section 1. The holidays which are to be observed are as follows:

New Year's Day	***Labor Day***
Washington's Birthday	***Columbus Day***
Memorial Day	***Armistice Day***
Fourth of July	***Thanksgiving Day***
	Christmas Day

and any legal holiday declared by an Act of the Massachusetts Legislature.

Section 2. Employees who work on holidays listed above shall be paid at double the applicable rate. If a holiday falls on a Sunday, the day celebrated as such shall be a holiday.

ARTICLE IV
BUSINESS MANAGER, FIELD REPRESENTATIVE, STEWARD, LABORER FOREMEN

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

Section 2. A Steward shall be furnished by the Union Representative of the Local Union who has territorial jurisdiction in the area where the job is located. The Steward shall be allowed a reasonable amount of time to carry out the provisions of this Agreement and report any violations of same to the Union. The Steward shall remain on the job until completion of all work covered by the terms of this Agreement, and shall work all overtime possible. The Employer shall give the Union at least forty-eight (48) hours notice of its intention to lay off the Steward in all cases. The steward shall be the first laborer, after the foremen, to be recalled after a temporary layoff. The Business Manager shall be notified to recall the steward so that in case the steward is not available to return to the job, the steward may be replaced.

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

Section 3. Laborer Foremen Laborer Foremen in charge of laborers shall receive not less than one dollar ($1.00) per hour, over the basic hourly rate paid to laborers under his direction, and must be members of the Union.

The individual Employer shall have the right to determine the need for, or number of, Laborer Foremen.

For the purpose of directing laborers, where three (3) or more laborers are employed, a Laborer Foreman shall be designated by the Employer and he shall be a member of the Union. Where there is a need for more than four (4) Laborer Foremen, they shall be designated alternatively by the Employer and from the Local Union having territorial jurisdiction in the area where the job is located.

ARTICLE V
PROCEDURE FOR ADJUSTMENT OF DISPUTES AND ARBITRATION

Section 1. There shall be, during the term of this Agreement and so to any work covered hereby, no slowdown, no stoppage of work, no strike and no lockout over the terms and conditions of this Agreement until such time as all of the procedures outlined below have been complied with.

Section 2. 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 3. If any difference of opinion or dispute should arise between the parties as to the interpretation or application of this Agreement, a complaint will be made by the aggrieved party immediately. In each case, the first attempt at settlement shall be made between the Business Manager of the Local Union and the Employer or his representative.

Section 4. Disputes which cannot be adjusted between the Employer and the Local Union within forty-eight (48) hours after they arise, excepting Saturdays, Sundays and holidays, shall be referred to the Labor Relations Division of Construction Industries of Massachusetts, Inc. and the Massachusetts Laborers' District Council of the Laborers' International Union of North America.

Section 5. If, within forty-eight (48) hours, no adjustment or settlement is resolved by the procedures of Section 3 above, either party may submit the issue to arbitration.

Section 6. *Arbitration Procedure* Both parties to this Agreement agree to settle all disputes, except as otherwise provided herein, through an Arbitration Board composed of two (2) members of each side. The party submitting the issue

to arbitration shall notify the other party at once, in writing, and a meeting to consider and act in the matter shall take place within three (3) days, excepting Saturdays, Sundays and holidays. Work is to be continued during the arbitration. If a tie vote exists, then an umpire shall be chosen by them, to whom the matter in dispute shall be referred, whose decision shall be final and binding. If an impartial umpire cannot be agreed upon within five (5) days, the Arbitrator shall be appointed by the American Arbitration Association, and the arbitration will be conducted under the voluntary labor arbitration rules of the American Arbitration Association. The Arbitrator shall not have the power to amend, add to or alter the provisions of this Agreement, and his decision will be final and binding on both sides.

Section 7. Each of the parties shall bear the expense of its appointed Arbitrator and the parties shall jointly and equally bear the expense, if any, of the umpire.

Section 8. Nothing contained herein shall require the District Council to process any Local Union or employee grievance which, in its opinion, would be without merit, and no employee shall have the right to arbitrate his grievance should the Union deem it without merit.

ARTICLE VI
SEVERAL LIABILITY

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

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

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

ARTICLE VII
CANCELLATION OF PRIOR CONTRACTS

This contract shall preclude the existent contract between the Labor Relations Division of the Construction Industries of Massachusetts and the Massachusetts Laborers' District Council and shall also supersede all contracts entered into prior to membership in the Association with reference to the Heavy and Highway Construction Industries as defined in Article VIII between the Employer who is a party hereto and any Local affiliated with the Council, and all obligations of either such party under any contract entered into prior to the date thereof shall cease.

ARTICLE VIII
HEAVY AND HIGHWAY CONSTRUCTION INDUSTRIES

Section 1. The terms of this Subdivision shall apply to the following work:

Section 2. Heavy and Highway construction, where referred to in this Agreement, is defined in Article XXIX herein.

Section 3. If any provision of this Agreement is in conflict with the laws or regulations of the United States, or of 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.

Section 4. *Building Construction Rates*

a) When an Employer engages in work within the building foundation line of any building, he shall pay the wages and fringe contributions and also abide by the hours and working conditions specified in the local Building Agreement that has been negotiated through bona fide collective bargaining by one of the Local Unions (member of the Council) having jurisdiction over the area in Massachusetts where the work is being performed.

b) When an Employer, as a subcontractor, engages in work from the building foundation line to the building property line of any building, such as site clearance, excavation, sidewalks, landscaping, roadways, driveways, parking areas, athletic fields, fences and guard rails, curbing, installation of all underground utilities regardless of type, he shall pay the wages (fringe contributions payable to the Funds specified herein) as specified in the Local Building Agreement that has been negotiated through bona fide collective bargaining by one of the Local Unions (member of the Council) having jurisdiction over the area in Massachusetts where the work is being performed, but said Employer shall abide by all of the other terms and conditions as set forth in this Agreement, such as time and one-half on overtime work and scheduling of work operations.

c) When an Employer engages in work outside the building property line of any building and/or any work more particularly described in Section 2 of Article XXIX hereof, the rates, fringes, hours and conditions of this Agreement shall apply.

ARTICLE IX
HOURS OF WORK AND SHIFT OPERATIONS

Section 1. The regular work day shall consist of eight (8) hours of work to start on a one or two shift operation not earlier than 7:00 AM. If the Employer decides the starting time to be 7:00 AM instead of 8:00 AM, he shall continue starting at that time for at least five (5) consecutive days. All hours worked on any regular work day prior to the starting time and after the quitting time established herein, shall be paid for at the rate of time and one-half the straight time rate.

Section 2. On the jobs where two shifts are to be employed, the starting time of each shift will be mutually agreed upon before commencement of work and such starting time shall continue for at least five (5) consecutive days.

Section 3. On jobs where three (3) shifts are to be employed, the first shift shall start at 8:00 AM Monday, the second shift at 4:00 PM and the third shift at 12:00 Midnight and the last shift shall have completed a forty (40) hour week by 8:00 AM the following Saturday. All work between 8:00 AM Saturday and 8:00 AM Sunday shall be paid for at the rate of time and one-half, and all work between Sunday 8:00 AM and Monday 8:00 AM, shall be paid for at the rate of double time, provided it is a three shift operation. Each shift shall include a one-half hour lunch period. The above shift hours may be changed by mutual agreement of the parties.

Section 4. On the projects where the job specifications require the contractor to work hours other than the regular work hours set forth in this Agreement, the contractor may work these hours at eight (8) hours straight time.

Section 5. The regular work week shall be forty (40) hours, eight (8) hours each day, Monday, Tuesday, Wednesday, Thursday and Friday, and time and one-half shall be paid for all overtime except as hereinafter set forth. Double time shall be paid for all work performed on Sundays and holidays.

Section 5(a). The Employer may, upon notification to the Local Union in whose jurisdiction the project is located, work four (4) ten (10) hour days, Monday through Thursday at straight time, provided that a fifth day, if worked, shall be at least eight (8) hours longs. Hours in excess of forty (40) for the week or ten (10) hours day shall be paid for a time and one-half (1½) the basic wage rate. In the event there is lost time during the four (4) day work week for any reason beyond the Employer's control, including inclement weather or equipment breakdowns, then Friday may be worked as a make-up day at straight time, provided that the work shall be performed between the hours of 7 a.m. and 5:30 p.m.

Section 6. *Coffee Break* During the morning, all employees covered by this Agreement shall be allotted sufficient time to purchase and partake of coffee.

Section 7. On a two (2) shift operation, each shift shall be of an eight (8) hour duration.

Section 8. *Paving Conditions* On all public works projects bid on or after June 1, 1997, as well as all existing private paving and municipal paving projects, the Employer may exercise its option to work four ten (4-10's) hour days at straight time, overtime will be applicable either after 10 hours in any one day or

after 40 hours during the week. If the employer has scheduled a four 10-hour day work schedule, and the job is shut down due to weather, the Employer may utilize Friday or Saturday as a rain make-up day at straight time. If the Employer has scheduled five 8-hour days and there is a job shut-down due to weather, the Employer may schedule that Saturday as a straight-time make-up day.

Section 9. *Utility Construction*

a) For utility work in connection with electric, telephone, gas, water and sewer utilities, where such work is not performed under the provisions of a Project Labor Agreement, or is part of a National Pipeline Project, in connection with an overall construction project, the provisions of Article II, Section 6(b) pertaining to fair percentages, shall not apply.

b) The Employer may exercise its option to work four ten (4-10's) hour days at straight time, including Saturdays, should there be a shut-down due to inclement weather or the Awarding Authority's decision not to work for traffic or other reasons. Overtime will be applicable either after ten (10) hours any one day or after forty (40) hours during the week.

c) For posted wage rate projects and on private projects, the wage/benefit requirement throughout the project will be the rate in effect under the Laborers' agreement as of the date the project is bid.

Contractors intending to utilize these special provisions applicable to utility construction must fax notice to the Mass. Laborers' District Council, so as to be received not less than three business days prior to the bid date. If the District Council contends that the project in question does not properly fall under the definition of "utility construction" it must communicate its objection either to the CIM or the contractor in question.

Section 10. *Bridge Renovation Construction* The Employer may exercise its option to work four ten (4-10's) hour days at straight time. Overtime will be applicable either after 10 hours in any one day or after 40 hours during the week. If the employer has scheduled a four 10-hour day work schedule, and the job is

shut down due to weather, the Employer may utilize Friday as rain make-up day at straight time. If the Employer has scheduled five 8-hour days and there is a job shut- down due to weather, the Employer may schedule that Saturday as a straight-time make-up day.

For posted wage rate projects and on private projects, the wage/benefit requirement throughout the project will be the rate in effect under the Laborers' agreement as of the date the project is bid. This section does not apply to new bridge construction.

Section 11. For Zones 3 & 4 (Locals 473, 596, and 999) four ten (4-10's) hour days will be allowed, with no overtime penalty, when the Awarding Authority prohibits the contractor from working a regularly scheduled work day.

Section 12. For Zones 3 & 4 (Locals 473, 596, and 999) four ten (4-10's) hour days will be allowed, with no overtime penalty in a week in which a holiday falls. There will be no Saturday make-up day.

Section 13. For Zones 3 & 4 (Locals 473, 596, and 999)
In the event the contractor shall not work one day during the regular work week because of inclement weather, a make-up day on Saturday will be allowed at straight time.

Section 14. *Sunset Provisions* The provisions of Sections 8 through 14 of this Article will expire on June 1, 1998 automatically and agreements to extend shall not be unreasonably withheld.

Section 15. An employee who actually works either seven (7) or seven and one-half (7½) hours in accordance with this Agreement, or by agreement of the parties, shall receive fringe benefit fund contributions based on a minimum of eight (8) hours.

ARTICLE X
WAGE RATES/BENEFITS AND CLASSIFICATIONS

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

Wages and Benefit increases reflected in Appendix A, in its sole discretion, among wages, fringe benefits and dues deduction.

*Note: Wage and Benefit package to be amended below to reflect the following wage/benefit increases:

ZONE	TOTAL	6/1/04	12/1/04	6/1/05	12/1/05	6/1/06	12/1/06	6/1/07	12/1/07	5/31/08
1	$9.50	1.15	1.10	1.15	1.10	1.15	1.10	1.15	1.10	0.50
2	*$9.50	1.15	1.10	1.15	1.10	1.15	1.10	1.15	1.10	0.50
3	$7.82	1.15	0.68	1.15	0.68	1.15	0.68	1.15	0.68	0.50
4	$7.62	1.15	0.63	1.15	0.63	1.15	0.63	1.15	0.63	0.50

*On May 31, 2008, the local unions within Zone 2 whose territorial jurisdiction includes the Towns of Braintree, Quincy, Weymouth, Watertown, Waltham and Newton will be included in Zone 1 adding an additional $3.35 to the wage rates effective that date, for those cities and towns only.

Section 2. Amount to be paid over basic wage above:

Pipelayers	0.25
Mason Tenders	0.25
Pneumatic Drill Operators	0.25
Pneumatic Tool Operators	0.25
Wagon Drill Operators	0.25
Asphalt Rakers	0.25
Fence & Guard Rail Erectors	0.25
Laser Beam Operators	0.25
Air Track Operators	0.75
Block, Pavers, Rammers & Curb Setters	0.75
Hydraulic & Similar self-powered drills	0.75

Powdermen & Blasters	1.00
Construction Specialist (hazardous waste)	2.00

ARTICLE XI
REPORTING TIME PAY

Section 1. After a person has been hired and ordered to report to work at the regular starting time and no work is provided for him on the day that he has so reported, he shall receive pay equivalent to two (2) hours at the rate applicable for that day. This pay shall not be provided if he has previously been ordered not to report for work on that particular day. 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 applicable rate for that day.

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

Section 3. Any person who reports to work and is ready to commence work at his regular starting time, and for whom any work is provided, regardless of the time that he works, shall receive the equivalent of not less than four (4) hours pay for said day.

Section 4. Any person who reports to work and is ready to commence work at his regular starting time, and who works more than four (4) hours in any one (1) day, shall receive the equivalent of not less than eight (8) hours pay for said 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 impracticable, payment or reporting time pay for time not actually worked shall not be required.

Section 6. Where notification to 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.

Section 7. When weather conditions make the commencement or continuation of work impractical, then the Employer shall decide the number of and individual employees who shall work. In no event will the employees selected displace employees normally performing that task or those tasks to be worked on the inclement weather day who had been performing the task or tasks on the previous day.

ARTICLE XII
CONDITIONS OF AGREEMENT

Section 1. All wages due under this Agreement shall be paid on the regular pay day designated by the Employer in lawful U. S. currency, Employer's payroll check, certified check or bank check, once each week during work hours before 4:30 PM. Payment shall be made showing employee's name, hours worked, amount earned, social security deduction and withholding tax. Any Employer paying wages to an employee by check shall do so during working hours, before 4:30 PM on Monday, Tuesday, Wednesday or Thursday. If the regular pay day falls on a holiday that is not worked, the employee then shall be paid on the day before the holiday in question unless the Employer is unable to make payment because of conditions which could not be reasonably anticipated. The Employer shall withhold not more than four (4) days pay in any one week. If an employee is discharged or laid off for any reason, except for just cause, prior to 12:00 Noon on any day, he shall receive a minimum of four (4) hours wages for that day and shall be paid prior to 11:30 AM for all wages entitled to him for that day and all days worked prior to his discharge or layoff. In the event an employee is discharged or laid off for any reason, except for just cause, after 12:00 Noon on any day, his wages shall be paid in full before 4:00 PM. 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 computed at the regular straight-time rate. If an employee quits of his own accord, he shall receive wages for the time that he worked on the next regular pay day.

Section 2. Rain gear and slip-over boots must be provided by the Employer when men are required to work in rain, water, mud, concrete or snow. Men cannot be discharged if they are unable to work because they are not furnished rain gear and slip over boots; provided that, notwithstanding any other provision in this Agreement, no payment shall be made for time not worked. All tools, boots, hats and rain gear and other implements and equipment, other than those customarily furnished by the employees, necessary to the performance of any 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 his employ.

Section 3. Drinking Water The Employer shall provide a clean can of drinking water with paper cups, readily available to each employee on the construction site.

Section 4. Lost Time Because of Accidents

a) There shall be no lost time on the day of a minor injury for any employee obliged to receive medical attention and treatment providing he returns to work within a reasonable time on that day.

b) Employees seriously injured on the job who have to obtain medical treatment shall not be required to return to work on the day of injury to receive payment of wages for that day. A serious injury is defined as an injury which prevents the employee from working on the working day following the date of injury.

c) If an employee, while working on the job is required to secure additional treatment during working hours for a job injury, he shall be paid two (2) hours pay for each working day on which treatment is required, to a maximum of three (3) visits.

d) 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 5. Health, Safety and Welfare The Employer and the Union also agree to mutually cooperate and consult with each other with respect to all aspects of safety, accident prevention, health, medical facilities and medical treatment, to the end that the health, safety and welfare of the men working on the project may be adequately and properly protected and promoted and the prosecution of the work efficiently carried on; also, the Employer, the Union and the employees shall abide by the Federal Williams-Steiger Occupational Safety and Health Act and applicable safety regulations of the Commonwealth of Massachusetts.

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 by December 31, 2001. After December 31, 2001, any newly referred employee to a job shall have successfully completed the above ten (10) hour safety program.

ARTICLE XIII
MASSACHUSETTS LABORERS' HEALTH & WELFARE FUND

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee, covered by 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 of the preceding calendar month. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States 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 as 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 & Welfare Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XXI herein. The Massachusetts Laborers' Health & Welfare Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XIV
MASSACHUSETTS LABORERS' PENSION FUND

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Pension Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers. The Plan and the Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts.

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

The failure to contribute by the Employer to the said Pension Fund, as provided herein, for the purpose of the remedy the Union may pursue is covered in Article XXI 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 XV
NEW ENGLAND LABORERS' TRAINING TRUST FUND

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 Training Fund known as New England Laborers' Training Trust Fund. 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 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 Employers. The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts and the State of New Hampshire. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods 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 Training Fund as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XXI, 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 XVI
MASSACHUSETTS LABORERS' LEGAL SERVICES FUND

Section 1. Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Legal Services Fund. Said contributions will be paid into such Fund not later than the twentieth (20th) day of each and every month for the hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month. The failure to contribute to this Fund by the Employer as provided herein shall be subject to the provisions of Article XXI hereof. The Massachusetts Laborers' Legal Services

Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

Section 2. It is understood by the parties to this Agreement that the Legal Services Trust and Plan shall:

a) Conform to the requirements of Section 302 of the Labor-Management Relations Act as amended.
b) The Employer will be able to deduct said contributions as an ordinary and necessary business expense.

Section 3. 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) Trustee shall be appointed by the Associated General Contractors of Massachusetts, Inc. (AGC); one (1) Trustee shall be appointed by the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc. (BTEA); one (1) Trustee shall be appointed by the Labor Relations Division of Construction Industries of Massachusetts, Inc. (LRD-CIM); and one (1) Trustee shall be appointed by the Construction Industry Association of Western, Massachusetts, Inc. 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.

Section 4. The failure to contribute by the Employer to the said Legal Services Fund as provided herein for the purpose of the remedy the Union may pursue is covered in Article XXI herein. The Massachusetts Laborers' Legal Services Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XVII
MASSACHUSETTS LABORERS' ANNUITY FUND

Section 1. There has been established, by an appropriate Agreement and Declaration of Trust, pursuant to Section 302(c) of the National Labor Relations Act, as amended, the Massachusetts Laborers' Annuity Fund.

Section 2. Each Employer subscribes to and agrees to be bound by the above Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Trust Agreement.

Section 3. Each Employer agrees to pay for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Annuity Fund, the negotiated contribution in each respective zone and any future allocated increase during the term of this agreement (reflected in Addendum 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 period 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 and the Commonwealth of Massachusetts.

Section 4. Members of the Association and Employers subscribing to the Trust Agreement, when working outside the jurisdictional area of this Agreement in areas where they have no contractual obligation to contribute to an annuity fund, shall contribute the same amount in the same manner as set forth above to the "Massachusetts Laborers' Annuity Fund" for each laborer when said laborer is sent and put to work by the Employer from the territorial jurisdiction set forth in Article I.

Section 5. Failure to contribute to the Fund shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to this Fund be made on a current basis by all Employers who have made one or more contributions to the Fund or have entered into an agreement with the Union requiring such contributions.

Section 7. 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 XXI 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 XVIII
NEW ENGLAND LABORERS' LABOR-MANAGEMENT COOPERATION TRUST

Section 1. Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by an employee covered by this Agreement to the New England Laborers' Labor-Management Cooperation Trust Fund.

Section 2. Said sum will be paid into said Fund not later than the twentieth (20th) day of each month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employer and others.

Section 3. The Plan and Trust conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts. The Trust and the Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary and necessary expense of doing business in the computation of Federal Income Tax of the Employers.

Section 4. The failure to contribute by the Employer to the said New England Laborers' Labor-Management Cooperation Trust Fund, as provided herein, for the purpose of the remedy the union may pursue, is covered in Article XXI herein.

ARTICLE XIX
NEW ENGLAND LABORERS' HEALTH AND SAFETY FUND

Section 1. 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 the New England Laborers' Health & Safety Fund.

Section 2. 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 3. The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and states where this Agreement applies. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods or administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

Section 4. 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, is covered in Article XXI 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 XX
MASSACHUSETTS LABORERS' UNIFIED TRUST

Section 1: 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 2: 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 3: There shall be a total of four (4) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed as follows: Two (2) Trustees shall be appointed by the Massachusetts Laborers' District Council and two (2) 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 4: 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 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 XXI
DELINQUENT PAYMENTS

Section 1. Employers who are delinquent in their payments to the Health & Welfare, Pension, Legal Services, Annuity, New England Laborers' Labor-Management Cooperation Trust, Training, Unified Trust, and New England Health & Safety Funds shall not have the privilege of employing laborers under the terms of this Agreement if such payments have not been made after written notice, sent by registered mail, return receipt requested, of such delinquency is given by the Union and seventy-two (72) hours have elapsed since such notice. All employees

affected by such delinquency to any of the above-mentioned Funds, and who have lost work as a result thereof, shall be paid their normal wages by the delinquent Employer, until said delinquency is cured and the employees resume their work.

Once an Employer has been adjudged a delinquent by any of the above-mentioned Fund Trustees, he shall, in addition to remitting to the Funds for his past delinquencies, be required to make his current payments on a weekly basis and further furnish a fifty thousand 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. The terms "delinquent" and "delinquency" as used in this section shall include a failure of an Employer to furnish a bond.

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

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

ARTICLE XXII
CHECK-OFF AND PAYROLL DEDUCTIONS

Section 1. The Employer agrees to deduct the sum of seventy cents ($.70) per hour for each hour worked from the weekly wages, after taxes, of each employee covered by this Agreement; provided, such employee has executed voluntary written authorization for such deductions to be allocated as follows:

(a) Sixty-eight cents ($.68) shall be used as hourly membership dues to support the Local Unions and the Massachusetts Laborers' District Council.

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

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

Deduction Authorization

DUES DEDUCTION AUTHORIZATION

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

I, _____ / _____

(Print Member Name) (Social Security Number)

of Local # _____ hereby authorize my Employer to deduct from my wages each week sixty-eight ($.68) per hour for each hour worked, or the amount of dues specified in any future collective bargaining agreement covering my employment, all of said amounts constitute what are known as the hourly deductions as part of my membership dues for said week owing by me to the Union. Such deduction shall be made from my earned pay on each regularly-scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health & Welfare, Pension, Legal, Annuity, Training, New England Laborers' Labor-Management Cooperation Trust, New England Laborers' Health & Safety Fund and Massachusetts Laborers' Unified Trust contributions.

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

Signature: _____

Date: _____

LABORERS' POLITICAL LEAGUE

This is to certify that

_____ / _____

(Print Member Name) (Social Security Number)

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

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

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

Signature:_____

Date:_____

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

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

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

ARTICLE XXIII
PRE-JOB CONFERENCE

The Employer agrees that prior to commencing any work covered by this Agreement, it shall immediately notify the appropriate Local Union having jurisdiction over such work and shall schedule and conduct a pre-job conference for such work with the Local Union.

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; and
4. Approximate manpower requirements.

At the pre-job conference, the following matters shall be discussed and resolved:

1. Hiring procedures;
2. Work assignments;
3. Wages, hours and conditions;
4. Shift work;
5. Safety, health hazards and accident prevention;
6. Subcontractors when known; and
7. Jurisdictional assignments.

Unresolved issues shall be subject to the provisions of Article V.

The Local Union shall furnish the Employer with copies of the applicable local or area collective bargaining agreement, together with information relative to availability of qualified manpower and other pertinent matters.

ARTICLE XXIV
CONSTRUCTION INDUSTRIES OF MASS. ADVANCEMENT FUND

Section 1. Each Employer subscribes to and agrees to be bound by the provisions of the Agreement and Declaration of Trust of the Construction Industries of Massachusetts Advancement Fund.

Section 2. This Trust, known as the "Construction Industries of Massachusetts Advancement Fund", 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 shall pay to the fund the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each of its

employees covered by this Agreement to the Construction Industries of Massachusetts Advancement Fund.

Any Employer electing not to contribute to the Fund shall be required to pay an additional five cents ($.05) per hour. This additional five cents ($.05) will be paid to the Health & Welfare Fund as per Article XIII of this Agreement.

ARTICLE XXV
APPLICABILITY OF ARTICLES

Articles I to VII inclusive and Articles XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX and XXVIII, whichever is attached hereto and made a part hereof, shall apply to all work performed under Subdivision A of this Agreement. Appended hereto is Appendix "B" setting forth the terms and conditions of the Tunnel Agreement.

ARTICLE XXVI
CONSTRUCTION MANAGER, OWNER OR ASSOCIATED ENTITY

Whenever any signatory contractor performs work as a construction manager, owner/builder, or solicits bids from subcontractors, considers proposals submitted by subcontractors, or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement; provided, however, that this provision shall not apply to any affiliated development company of a signatory contractor.

ARTICLE XXVII
APPLICABILITY OF AGREEMENT

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

ARTICLE XXVIII
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 V at the request of the other party; provided the Arbitrators shall not be permitted to increase the cost to the Employer.

ARTICLE XXIX
TRADE AUTONOMY

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

Section 1. GENERAL HEAVY & HIGHWAY WORK: All work performed in connection with the Heavy and Highway Construction Industries, i.e., setting road forms, stripping and dismantling concrete form work; loading, unloading, carrying or handling of all reinforcing steel and steel mesh; handling of lumber and other building materials; operating jackhammers, paving breakers, and all other pneumatic tools; operation of heaters of all types, assisting in the setting of cut stone, granite or artificial stone; tending to masons, mixing mortar, building and dismantling of scaffolds; construction of cofferdams; paving, laying, raking, shoveling and tamping of asphalt; paving, tamping and ramming of granite blocks on roads and highways; spading and concrete pit work; grading form pinning, shoring, sheeting and lagging, laying pipe and caulking thereof; laying conduits and ducts; blasting bracers, concrete saw operators, chain saw operators, fence and guard rail erectors, riprap and drywell builders, water-proofing, damp-proofing, weather proofing and conditioning of all materials, loading, unloading, distribution, installation and tending of all types of temporary heating systems, handling, placing and removal of canvas, polyethylene and all other covering protective materials used for covering work, equipment and materials, etc.; erection and dismantling of wood or steel forms for concrete or asphalt curbing, and construction and erection of highway signs; the traditional laborers work involved in the operation and maintenance of such tools of the trade.

Section 2: HEAVY AND HIGHWAY CONSTRUCTION DEFINED: Heavy and Highway construction, where referred to in this Agreement, is defined as the construction, concrete work, repair, erection and demolition of highways of all types, heavy and utility construction of all roads, streets, alleys, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, conduits,

highway railroad bridges, railroad and street railway construction projects, sewers, grade separations, service mains, open cut work, foundations exclusive of buildings, snow removal, abutments, viaducts, shafts, tunnels, subways, track elevations, elevated highways, reclamation projects, drainage or flood control projects, installation and removal of wick drains, aqueducts, water supply projects, water power developments, transmission lines, duct lines, pipe lines, dams, locks, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, marine projects, sewage and water treatment plants and tanks, except for that portion of the building above grade and attending thereto, all work performed with floating equipment, plants used by the construction industry, such as asphalt plants, ready-mix concrete plants, aggregate processing plants, concrete plants, quarries, temporary garages, field shops or shacks on or near a job site used in conjunction with a construction project. The operation of all onsite pick-up and service trucks.

Section 3. CURB AND SIDEWALK FORMS, GRADING, LANDSCAPING, TRADITIONAL STONE AND BRICK WORK: The erection and setting of curb and sidewalk forms, grading and landscaping, as well as the traditional laborers work involved in the setting of stone and brick in connection with paving work shall be the work of the laborer.

Section 4. SCAFFOLDS: The building, erecting, dismantling and maintenance thereof, of all exterior scaffolds for all trades including, but not limited to, lathers, plasterers, bricklayers and masons. Building, planking or installation and removal of all staging, swinging and handing scaffolds and motorized/mechanical climbing platforms shall be the work of the laborers.

Section 5. 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 6. 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. Clean-up work shall be the exclusive work of the laborer even in the case of a Construction Manager who direct and subcontracts all work. In the case of a Construction Manager, each individual subcontractor will utilize laborers directly or indirectly

to perform clean-up work. 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.

Section 7. 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.

Section 8. 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 device whether they be canvas, synthetic or other material of any configuration shall be the work of the laborer, with the exception of pre-manufactured buildings.

Section 9. HEATER OPERATION: The installation and operation of all temporary heat and ventilation systems, including radiant heat, motorized or not. The installing, relocating and repairing of the 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 new radiant heat systems shall also be the exclusive work of the laborer.

Section 10. HIGHWAY LANE STRIPING AND PAVEMENT ARROWS AND MARKINGS: Highway lane striping and pavement arrows and markings shall be the work of the laborers.

Section 11: STRIPPING AND DISMANTLING OF CONCRETE FORMS: The stripping and dismantling of all forms related to flat arch, final strip, bulkheads, and bridge brackets shall be the work of the laborers. This involves the release of forms by any means, method, or mode from the concrete structure and the dismantling of the shoring, staging and other related material supporting the forms including, but not limited to, spanalls, joists, over hanging brackets, and mechanical travelers. All loading, unloading, stockpiling, oiling, cleaning and moving of any forms to their next point of installation is the work of the laborer.

Final strip shall be the work of the laborer defined as the breakdown of any form system by any means, method or mode to its integral components for stockpile, storage or removal from the jobsite or to be discarded. Gang forms will be moved by any means, method or mode to the next point of installation by the laborers. Another trade will then accept the form and set it. All loading, unloading, stockpiling, oiling, cleaning and moving of any forms to their next point of installation shall be the work of the laborers.

Section 12. 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 and other similary related equipment involved in traditional laborers' work. The tending by any means, method or mode of the erection of concrete form related support systems, form travelers, spanalls, joists, bridge brackets, vertical and slopped form work;

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

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

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

Section 13. EXCAVATIONS AND FOUNDATIONS-SITE PREPARATION AND CLEARANCE-TRANSPORTATION AND TRANSMISSION LINES: Excavation for building and all other construction, digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches,

canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines;

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.

Section 14. CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES:

a) Concrete, bituminous concrete, or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregate whether done by hand or any other process. Wrecking, stripping, dismantling, and handling concrete forms and false work. Building of centers for fire-proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and

parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and a strikeoff of concrete or aggregates by floating, rodding or screeding, 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;

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 laborer;

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 15. STREET 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 screeding 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 and 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, wood, metal, concrete or other material and the preparation of surfaces to receive same. Microbial infestation and bird/animal remains/feces and paint removal on bridge construction projects.

Section 16. TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.: Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials, concreting, backfilling, grading, and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying 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 shall be the work of the laborer.

Section 17. SHAFTS AND TUNNELS, SUBWAYS AND SEWERS: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, 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 in addition, hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

Section 18. 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, groutman, 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, skinner 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 19. 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 20. UNDERPINNING. LAGGING. BRACING PROPPING AND SHORING: Under-pinning, lagging, bracing, propping and shoring, raising 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 back-filling, landscaping old and new site.

Section 21. 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 22. SIGNAL MEN: Signal men on all construction work defined herein, including traffic control signal men at construction sites.

Section 23. GENERAL EXCAVATION AND GRADING: The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainman, rodmen, grade markers, etc.

Section 24. 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 25. 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 26. PITS YARDS QUARRIES ETC.: All drillers, blasters and/or powdermen, nippers, signal men, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.

Section 27. WRECKING: The 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. 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.

Section 28. 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 flys, 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 is the work of The Laborer, regardless of type.

Section 29. 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 30. USE OF TOOLS AND EQUIPMENT OPERATION: Operation of all hand, pneumatic, electric motor; combustion or air-driven tools or equipment necessary for the performance of work described herein including, but not limited to, the traditional laborers work involved in the operation and maintenance of such tools of the trade as forklifts, lulls, bobcats, pumps and other similarly related equipment.

Section 31. FIRE WATCH: In the event a fire watch is required, it should be assigned to The Laborer.

Section 32. 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.

ARTICLE XXX
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 Laborers (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 of 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 controller 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 XXXI
FAVORED NATIONS CLAUSE

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.

ARTICLE XXXII
MARKET RECOVERY AND RETENTION COMMITTEE

It is hereby understood and agreed by and between the Union and the Employer that for the term of collective bargaining agreement commencing June 1, 2004 and expiring by its terms on May 31, 2008, there shall be established a Market Recovery Committee, consisting of four (4) members, three (3) delegates designated by the Council and the Business Manager of the Local Union in whose jurisdiction the particular job or project is located. The purpose and authority of the Market Recovery Committee shall be to consider and, where appropriate, grant requests for modifications on a job by job basis from negotiated contractual conditions as provided for by this Article.

In recognition of the current downturn in the construction industry within Massachusetts, the parties hereto have agreed to consider appropriate action to place signatory contractors in a better competitive position in the marketplace. Accordingly, for any job bid from and after June 1, 2000, and during the term of this Article, a signatory contractor may request and the Market Recovery and Retention Committee by majority vote may grant, any and all of the following modifications of contractual conditions where warranted by competitive conditions:

1. A carry over on the hourly wage rate in effect at the time the job is bid for the duration of the job or for one (1) year beyond the contractual expiration of that rate, whichever may occur first; in that event upon expiration of the bid rate, employees shall receive the contractual wage rate then in effect;

2. A special wage rate of not less than eighty percent (80%) of the basic wage rate for alteration, repair, renovation, remodeling work, maintenance projects, and new construction work of any kind not subject to federal, state, city or town predetermined wage and fringe benefit rates;

3. A condition that allows the contractor to retain a non-signatory specialty subcontractor on jobs below $100,000 provided the Employer notifies the Council prior to its bid that it is unable to locate a suitable, signatory subcontractor; to request this condition, the Employer must notify the Council reasonably in advance of the submission of bids for the job;

4. A condition that allows the contractor to schedule four (4) ten (10) hour days on a Monday-Friday basis at straight-time;

5. A condition that allows a Saturday make-up day at straight-time in the event time is lost during the regular work week due to inclement weather, provided the entire laborer crew and associated trades are sent home on that day. Any time worked in such week beyond forty (40) hours must be paid at the overtime rate; make-up time for Saturday shall be at least eight (8) hours in duration and shall not be mandatory. If any other associated trades on the job receive premium pay for the Saturday, then laborers shall receive premium pay.

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

7. It is also understood that there may be instances where, in order to be competitive, an Employer may request that the "fair percentage" provisions of this Agreement [Article II, Section 6(b)] not be applied. In such instances, the Employer may make such a request to the Local Union having territorial jurisdiction, in a timely manner prior to bid. For the fair percentage clause to be waived on a project all laborer employees must have been employed by the

employer a minimum of three (3) weeks in the previous five (5) months. This section shall not apply to any projects covered under a PLA;

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

9. For private paving work, the terms and provisions of the Article on Market recovery shall apply as of right for projects up to $350,000.

ARTICLE XXXIII
TERMINATION OF AGREEMENT

This Agreement will expire on May 31, 2008, except that if neither party to this Agreement gives notice in writing to the other party on or before March 31, 2008 that it desires a change after May 31, 2008, then this Agreement will continue in effect until May 31, 2009, and so on each year thereafter unless on or before March 31st of each year thereafter, a notice is given by either party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives, this 1st day of June 2004.

Labor Relations Division of
Construction Industries of
Massachusetts, Inc.

John D. O'Reilly, Esq.

Massachusetts Laborers' District Council
of the Laborers' International Union of
North America, AFL-CIO

Paul J. McNally
Business Manager

James V. Merloni
President

Date: 1-4-05

Date: 1/5/05

Witness:
Armand E. Sabitoni, General Secretary-Treasurer and New England Regional Manager

Date: 1/10/05

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. There shall be no random drug testing by a signatory Employer, except in instances where such tests, policies or programs are required by the Department of Transportation, an awarding authority or owner prior to bidding. No such test, policy or program shall be binding upon the Union if contrary to state or federal law.

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

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

9. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been

successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.

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

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

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

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

14. This policy became effective JUNE 1, 1991.

For the Association:

John D. O'Reilly, Esq.

Date: 1-4-05

For the Union:

Paul J. McNally
Business Manager

Date: 1/5/05

LABORERS' HEAVY & HIGHWAY AGREEMENT NEGOTIATIONS:

Contractors represented by Labor Relations Division of Construction Industries of Massachusetts in negotiations with Massachusetts Laborers' District Council for Massachusetts Heavy & Highway Agreement

Aggregate Industries
55 Russell Street
Peabody, Massachusetts 01960

Amerphil, Inc.
P.O. Box 890
Melrose, Massachusetts 02176

Barletta Engineering Corp.
40 Shawmut Road, Suite 200
Canton, Massachusetts 02021-1409

Jay Cashman, Inc.
549 South Street
P.O. Box 692396
Quincy, Massachusetts 02269-2396

Chapman Waterproofing Co.
P.O. Box 255036
Uphams Corner Station
Boston, Massachusetts 02125-5036

D & R General Contracting, Inc.
138 Franklin Street
Stoneham, Massachusetts 02180

DeLucca Fencing Co., Inc.
Five Old Ferry Road
Methuen, Massachusetts 01844

M. DeMatteo Construction Co.
131 Messina Drive
Braintree, Massachusetts 02184

The Dow Company Inc.
154 B Haverhill Street
Methuen, Massachusetts 01844

E T & L Construction
873 Great Road, Suite 202
P.O. Box 295
Stow, Massachusetts 01775

Kiewit Construction
One Maynard Drive
Park Ridge, N.J. 07656

J. H. Lynch & Son, Inc.
50 Lynch Place
Cumberland, Rhode Island 02864

Lynch Botelho Corp
250 Cape Highway
East Taunton, Massachusetts 02718

McCourt Construction Co
60 K Street, 2nd Floor
South Boston, Massachusetts 02127

NES Traffic Safety, LP
55 Bodwell Street
P.O. Box 357
Avon, Massachusetts 02322-0357

Northeastern Construction Co., Inc.
P. O. Box 584
Framingham, Massachusetts 01701

Northern Construction Services, LLC
P. O. Box 900
Palmer, Massachusetts 01069

Daniel O'Connell's & Sons, Inc.
480 Hampden Street
P.O. Box 267
Holyoke, Massachusetts 01040

Perini Corporation
73 Mount Wayte Avenue
Framingham, Massachusetts 01701

S & R Corporation
706 Broadway Street
Lowell, Massachusetts 01854

Saunders Drilling & Blasting
118 Cottage Street
Hudson, Massachusetts 01749

Site Systems Corp.
P. O. Box 40773
New Bedford, Massachusetts 02744

Tilcon Capaldi, Inc.
P.J. Keating Co., c/o John Keating
P.O. Box 361

Valley Crest
17 Electric Avenue
Boston, Massachusetts 02135

J. F. White Contracting Co.
10 Burr Street
Framingham, MA 01701

C R C Inc.
77 Federal Avenue
Quincy, Massachusetts 02169

SIDE LETTER OF AGREEMENT
RESOLUTION PROCEDURES FOR WORKERS' COMPENSATION CLAIMS

This Side Letter of Agreement is made by and between the Massachusetts Laborers' District Council (hereinafter "the Union") and the Labor Relations Division of Construction Industries of Massachusetts, Inc. (hereinafter "the Association").

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

Signed and sealed by us as indicated.

For the Association:

John D. O'Reilly, Esq.

Date: 1-4-05

For the Union:

Paul J. McNally
Business Manager

Date: 1/5/05

APPENDIX A
WAGE RATES AND CLASSIFICATIONS

Section 1. Wages shall be paid as follows:

ZONE 1 *SUFFOLK COUNTY* (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands

MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop, and Woburn only)

NORFOLK COUNTY (Brookline, Dedham, and Milton only)

	6/1/2004	12/1/2004	6/1/2005	12/1/2005	6/1/2006	12/1/2006	6/1/2007	12/1/2007	5/31/2008
INCREASE	1.15	1.10	1.15	1.10	1.15	1.10	1.15	1.10	$0.50
Wages	22.90	Information will be posted at www.Masslaborers.org when allocated							
H & W	6.00								
Pension	2.60								
Annuity	4.20								
Nell-MCT	0.15								
Unified Trust	0.00								
Training	0.35								
Legal	0.10								
H & Safety	0.15								
MCAP/CIM	0.05								
Total	36.50	37.60	38.75	39.85	41.00	42.10	43.25	44.35	$44.85
*Dues & LPL	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)
Flaggers	17.00								

(Same wage rates apply to: Multi-Trade Tender, Carpenter Tender, Cement Finisher Tender, and Wrecking Laborer)

Flagger & Signalers: To include the placement, movement and maintenance of all temporary traffic control service.

ZONE 2 *BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, PLYMOUTH, and WORCESTER COUNTIES*

MIDDLESEX COUNTY (With the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Melrose, Reading, Somerville, Stoneham, Wakefield, Winchester, Winthrop, and Woburn)

NORFOLK COUNTY (With the exception of Brookline, Dedham, and Milton only)

FRANKLIN COUNTY (Warwick, and Orange only)

	6/1/2004	12/1/2004	6/1/2005	12/1/2005	6/1/2006	12/1/2006	6/1/2007	12/1/2007	5/31/2008
INCREASE	1.15	1.10	1.15	1.10	1.15	1.10	1.15	1.10	$0.50
Wages	21.60	Information will be posted at www.Masslaborers.org when allocated							
H & W	6.00								
Pension	2.60								
Annuity	2.15								
Neil-MCT	0.15								
Unified Trust	0.00								
Training	0.35								
Legal	0.10								
H & Safety	0.15								
MCAP/CIM	0.05								
Total	33.15	34.25	35.40	36.50	37.65	38.75	39.90	41.00	$41.50
*Dues & LPL	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)
Flaggers	15.65								

Dues and LPL are deducted from wages

(Same wage rates apply to: Multi-Trade Tender, Carpenter Tender, Cement Finisher Tender, and Wrecking Laborer)

Flagger & Signalers: To include the placement, movement and maintenance of all temporary traffic control service.

ZONE 3 *HAMPDEN COUNTY*

HAMPSHIRE COUNTY (with the exception of Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and Worthington)

FRANKLIN COUNTY (with the exception of Ashfield, Buckland, Charlemont, Hawley, Heath, Orange, Rowe, and Warwick)

	6/1/2004	12/1/2004	6/1/2005	12/1/2005	6/1/2006	12/1/2006	6/1/2007	12/1/2007	5/31/2008
INCREASE	1.15	0.68	1.15	0.68	1.15	0.68	1.15	0.68	$0.50
Wages	19.65		Information will be posted at www.Masslaborers.org when allocated						
H & W	8.00								
Pension	2.60								
Annuity	1.00								
Nell-MCT	0.15								
Unified Trust	0.00								
Training	0.35								
Legal	0.10								
H & Safety	0.15								
CIM	0.05								
Total	30.05	30.73	31.88	32.56	33.71	34.39	35.54	36.22	$36.72
*Dues & LPL	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)
Flaggers	15.60								

Dues and LPL are deducted from wages

(Same wage rates apply to: Multi-Trade Tender, Carpenter Tender, Cement Finisher Tender, and Wrecking Laborer)

Flagger & Signalers: To include the placement, movement and maintenance of all temporary traffic control service.

ZONE 4 *BERKSHIRE COUNTY*

FRANKLIN COUNTY (the towns of Ashfield, Buckland, Charlemont, Hawley, Heath, and Rowe only)

HAMPSHIRE COUNTY (the towns of Chesterfield, Cummington, Goshen, Middlefield, Plainfield, and Worthington only)

	6/1/2004	12/1/2004	6/1/2005	12/1/2005	6/1/2006	12/1/2006	6/1/2007	12/1/2007	5/31/2008
INCREASE	1.15	0.63	1.15	0.63	1.15	0.63	1.15	0.63	$0.50
Wages	18.15	Information will be posted at www.Massiaborers.org when allocated							
H & W	5.65								
Pension	2.60								
Annuity	1.80								
Neil-MCT	0.15								
Unified Trust	0.00								
Training	0.35								
Legal	0.10								
H & Safety	0.15								
CIM	0.05								
Total	29.00	29.63	30.78	31.41	32.56	33.19	34.34	34.97	$35.47
*Dues & LPL	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)	(-.70)
Flaggers	14.10								

Dues and LPL are deducted from wages

(Same wage rates apply to: Multi-Trade Tender, Carpenter Tender, Cement Finisher Tender, and Wrecking Laborer)

Flagger & Signalers: To include the placement, movement and maintenance of all temporary traffic control service.

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

*On May 31, 2008, the local unions within Zone 2 whose territorial jurisdiction includes the Towns of Braintree, Quincy, Weymouth, Watertown, Waltham and Newton will be included in Zone 1 adding an additional $3.35 to the wage rates effective that date, for those cities and towns only.