

MASSACHUSETTS STATE-WIDE AGREEMENT

between

FOUNDATION AND MARINE CONTRACTORS
ASSOCIATION OF NEW ENGLAND, INC.

and

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



Effective: June 1, 2012 - May 31, 2017

AGREEMENT

THIS AGREEMENT made as of the 1st day of June, 2012 by and between the Foundation and Marine Contractors of New England, Inc., its contractor members, as per Schedule I, attached hereto and made a part hereof, and such other Open Air Caisson, Underpinning and Boring Contractors who execute an Acceptance of the Terms and Provisions of this Agreement, hereinafter referred to as the "Employer", and the Massachusetts & Northern New England Laborers' District Council of the Laborers' International Union of North America, acting herein for the various Local Unions, hereinafter referred to individually as the "Local Union" and collectively hereinafter as the "Council".

ARTICLE I TERRITORIAL JURISDICTION

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

ARTICLE X

OPEN AIR CAISSONS, UNDERPINNING & TEST BORING INDUSTRIES

Section 1. The open or compressed Air Caissons, Underpinning and Test Boring, Pipe Jacking, Pipe pulling, Pipe ramming, Horizontal Drilling, Directional Drilling Industries shall include but not be limited to the following: Installation and performance of Caissons (free air or compressed air) of all types on land or water, drilling for installation of soldier pile where such piles are not driven (seating beams to ensure proper contact at bottom not being considered as driven), Underpinning, Soil Test Borings, Core Borings, Diamond Drill Soundings, Wash Borings, Auger Borings, Shot drilling, Grouting (cement, chemical, etc.) installation of earth and rock anchors, tiebacks, ground water observation wells and monitoring wells. Installation of instrumentation, Drilling and installation of horizontal drains. All pipe jacking or pipe pulling or pipe ramming nitrogen or pipe thrusting of any method, all directional drilling and related work and/or assignments, all ground improvement and stabilization of any type. The cutting drilling and installation of materials used for timbering or re-timbering including the construction of wooden or any composite or other material walls supported by steel or composite materials H beams and lagging and drilling and auguring of all holes. The (carrying of bands and settling bands in place). Installations and extraction of grout pipes, Pit work, Hand excavation and labor required in Pile Driving and related work, the traditional laborer's work in welding of caissons, Pipes, Augers and Bits all tools related to the methods and procedures mentioned under Article X (10) of this agreement, and bracing or fabrication of any related materials, pouring of concrete piles, and the pouring of all concrete in caissons of

any type compressed or free air, all chipping or cutting and breaking of concrete of Piles or Caissons, Clean up and the operation of all pertinent equipment and any and all tools required to perform the above work including trucks and pickups, all air tools or hydraulic tools, compressors, Hydraulic power stations, (porter powers), air winches or air tuggers, the manning of all tripods whether set up for safety or production, all gasoline powered hand tools (chop saws, chain saws, grinders, vibrators, tampers, remote controlled or hand held), the operation of all dump buggies no matter the material it's hauling, all bobcats when used as a tool of the trade. All offshore drilling, Hazardous waste drilling, welding and burning of casing and tools (not included maintenance welding on equipment).

The traditional Laborers' work relating to the following items: Stone columns installed by wet or dry vibro flotation methods; set-up of all vibro flotation equipment, slurry walls and slurry trench excavation; placing and handling of all slurry material including manning of desanders and batch plants, tying, placing, connecting and installing of rebar cages to be installed in caissons, slurry walls, tie-downs, soil mix walls, hydromilled slurry walls, tremie concrete, bored piles, mini piles, all ground freezing and defreezing, hollow stem augers, inclinometers, cathodic protection, micro wells, recovery wells, vapor extraction wells, air sparging wells, piezometers, monitor wells, extensometers, seismic devices, menard meters, penetrometers, well development, operation truck skid, and/or all terrain vehicle, ATV mounted drill rigs, portable tripod drill rigs, cutting off caissons and the welding of caissons.

The traditional Laborers' work relating to the following items in connection with tunnel or shaft construction: structural steel bracing, struts, wales, rakers, preloading jacked structural beams, pipe bracing, blocking and dry packing. The traditional laborers work relating to tug deck hand-welders, and helper laborers.

All work related to the following: auger mixing, deep soil mixing, shallow soil mixing, stabilization/solidification, cement columns, cement soil mixing, rotary mixing. All traditional Laborers' work relating to soil mixing process, no matter as to its final intent or process being done.

Geo - Thermal Only - Any and all work related to geo-thermal work, including but not limited to, drilling and drillers' helpers, handling of all material related to geo-thermal projects, including set up for grouting operations, the mixing of grout, all Laborers' work concerning grouting operations, the set up and break down of hoses and lines, cleaning of tanks, the assembly and connection of

pipng, placing of pipng, traditional Laborers' work related to burying of horizontal pipng.

Section 2. The wages to be paid for all the work listed above shall be outlined in Appendix A.

ARTICLE XIV
MASSACHUSETTS LABORERS' HEALTH & WELFARE FUND

Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Health & Welfare Fund.

ARTICLE XV
MASSACHUSETTS LABORERS' PENSION FUND

Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Pension Fund.

ARTICLE XVIII
MASSACHUSETTS LABORERS' ANNUITY FUND

Section 3. Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each employee, covered by this Agreement, to the Massachusetts Laborers' Annuity Fund.

ARTICLE XXVII
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.

C. The Apprentice wage rates:

<u>Hours of Credit</u>	<u>Wage Rate</u>
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
over – 4,000	Journey Worker

- 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.

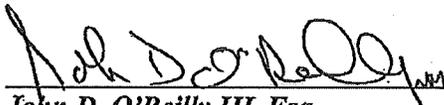
ARTICLE XXIX
TERMINATION OF AGREEMENT

This Agreement will expire on May 31, 2017, except that if neither party to this Agreement gives notice in writing to the other party on or before March 31, 2017 that it desires a change after May 31, 2017, then this Agreement will continue in effect until May 31, 2018, 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 2012.

Foundation and Marine Contractors
District Council
Association of New England, Inc.

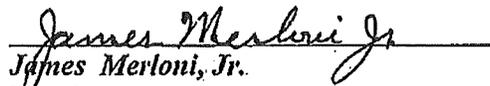
Massachusetts & Northern New England Laborers'
of the Laborers' International Union of
North America, AFL-CIO



John D. O'Reilly III, Esq.



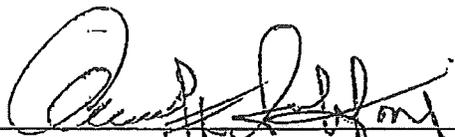
Joseph C. Bonfiglio
Business Manager



James Merton, Jr.
President

Date: 11/2/2012

Date: 11/2/2012

Witness: 

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

Date: 11-2-12

**ADDENDUM A
WAGE AND BENEFIT CLASSIFICATION**

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

Of the Laborers' International Union of North America, AFL-CIO

7 Laborers' Way

(508) 435-4164

Hopkinton, Massachusetts 01748

(617) 969-4018

(508) 435-4253

Fax (508) 435-7982

(617) 969-4019

STATE-WIDE FOUNDATION & MARINE AGREEMENT

WAGES & FRINGE BENEFITS

Increases and Allocations are in Bold Print

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

**Dues and LPL are Deducted from Wages*

	6/1/2012	12/1/2012	6/1/2013	12/1/2013	6/1/2014	12/1/2014	6/1/2015	12/1/2015	6/1/2016	12/1/2016
Increases	0.00	0.70	0.75	0.75	0.75	0.75	0.75	0.75	0.75	1.00
		Open Air Cassion, Underpinning Work & Boring Crew								
Bottom Man	32.80	**	**	**	**	**	**	**	**	**
Top Man	31.65									
Laborer	31.65									
Test Boring										
Helper	31.77									
Driller	33.05									
Laborer	31.65									
Health & Welfare	7.10									
Pension	7.05									
Annuity	5.55									