

BUILDING & SITE CONSTRUCTION AGREEMENT

between

CONSTRUCTION INDUSTRY ASSOCIATION OF  
WESTERN MASSACHUSETTS, INC.

and

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

acting for and in behalf of

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



JUNE 1, 2017 - MAY 31, 2020

## **A G R E E M E N T**

This Agreement made and entered into this 1st day of JUNE 2017, by and between Construction Industry Association of Western Massachusetts, Inc., organized and existing under the laws of the Commonwealth of Massachusetts, referred to hereinafter as the "ASSOCIATION", acting for and in behalf of and under the authority of its members whose names appear on Schedule I, attached hereto and made a part hereof, and any other member joining said Association during the term of this Agreement it is authorized and has agreed to represent and such other building contractors who execute an Acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "EMPLOYER", and the Massachusetts & Northern New England Laborers' District Council, hereinafter referred to as the "UNION", acting for and in behalf of Local Union 596, Holyoke and Local Union 999, Springfield, Massachusetts of the Laborers' International Union of North America, each hereinafter referred to as the "LOCAL UNION".

### **PREAMBLE**

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employers and employees; to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions in the industry, and to establish necessary procedure for the amicable adjustment of all disputes which may arise between Employers and employees.

### **DECLARATION OF PRINCIPLES**

There shall be no discrimination against any laborer by reason of race, creed, color, sex, age or national origin, sexual orientation, religion and/or handicap. The Employer, the Union and the employees shall abide by the Federal Williams-Steiger Occupational Safety and Health Act, the Environmental Protection Act, and the laws and regulations administered by the Massachusetts Department of Environmental Quality Engineering pertaining to asbestos removal.

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

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

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

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

The Association, on behalf of its members who have authorized them to bargain on their behalf with the union, further agree to abide by the so-called Building and Site Agreement entered in to by and between the General Contractor's Association of Pittsfield, Massachusetts and Local 473 (Pittsfield, Mass.) and by and between the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc. and the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc. whenever such employer performs or oversees work performed within the territorial jurisdiction covered by the above-referenced Agreements and/or Local Unions.

## **ARTICLE II**

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

*Section 1.* The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor-Management Relations Act of 1947, as amended, and the Employer expressly acknowledges that the Union's status is recognized under Section 9 of the Act. 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 of the National Labor

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

**Section 8.** That in no event shall the Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by the Union for any other Employer engaged in similar work.

**Section 9.** If any provision of this Agreement is in conflict with the laws or regulations of the United States, the Commonwealth of Massachusetts, such provision shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect, provided that in no case shall wage rates be paid which are lower than those set out in this Agreement.

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

### **ARTICLE III**

#### **WAGES-HOURS-CLASSIFICATIONS-SHIFTS**

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

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

Asphalt Rakers, Carbide Core Driller Operators, Chain Saw Operators, Pipelayers, Jackhammer and Paving Breaker Operators, Barco-type Jumping Tampers, Laser Beam Operators, Concrete Pump Operators, Mortar Mixers, Ride-on Motorized Buggy Operators and Wagon Drill Operators	\$ .25
Precast Floor and Roof Plank Erectors, Sign Erectors and Asbestos Removers	\$ .75
Air Track Operators, Block Pavers, Rammers and Curb Setters	\$ .75

Powdermen and Blasters	\$1.00
Mason Tender	\$1.00
*Lull Operator	\$2.00

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

**Section 3.** The employment of Watchmen shall be at the discretion of the Employer. However, should the Employer employ Watchmen, other than guards furnished by a protective service, it is agreed that such Watchmen shall come under the provisions of this Agreement and that they shall be paid on a straight hourly basis unless job or government regulations make it mandatory to pay them overtime rates after forty (40) hours. It is understood and agreed that Watchmen shall perform no duties that would make them guards as defined by the National Labor Relations Act.

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

**Section 4.** The employment of a fire watch shall be at the discretion of the Employer. Should the Employer employ a fire watch, other than a fireman as may be required by the local city or town, it is agreed that such fire watch shall come within the provisions of this Agreement and be assigned to the Laborer and shall be paid at the regular Laborers rate.

Definition of abbreviations used in Section 1 and 4

H & W	=	Massachusetts Laborers' Health and Welfare Fund Article XI
Pension	=	Massachusetts Laborers' Pension Fund Article XIII
Annuity	=	Massachusetts Laborers' Annuity Fund Article XVI
Nell-MCT	=	New England Laborers' Labor Management Cooperation Trust Article XVII
Training	=	New England Laborers' Training Trust Fund Article XIV
Legal	=	Massachusetts Laborers' Legal Services Fund Article XV

## **ARTICLE XXII**

### **TRADE AUTONOMY**

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

***Section 1. ATOMIC POWER PLANTS AND NUCLEAR FACILITIES:***

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

***Section 2. CURB AND SIDEWALK FORMS, GRADING, LANDSCAPING, TRADITIONAL STONE AND BRICK WORK:*** 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; The construction and/or reconstruction of manholes. The installation of dry laid masonry units including but not limited to block, brick, and/or stone; and the erection of all forms (including but not limited to any material) in duct banks.

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

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

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

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

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

### **Tarps and Weather Protection**

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

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

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

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

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

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

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

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including forklifts, lulls, bobcats, skid steers and other similarly related equipment involved in traditional laborers' work, and the tending by any means, method or mode of the erection of concrete form related support

systems, form travelers, spandalls, joists, bridge brackets, vertical and slopped form work;

Unloading, handling and distributing of **ALL** materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to an approximate point of installation, but not limited to the following:

#### Hollow Metal Doors & Frames

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

#### Lumber

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

#### Drywall

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

#### Acoustical Ceiling Tile and Resilient Floor Tile

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

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

- (a) The unloading, handling and distribution of factory crated, cartoned, boxed or otherwise factory protected kitchen wall and base cabinets, bathroom vanities, laboratory casework; store fixtures and any and all other cabinet and casework not specifically itemized herein to stockpile(s) in the approximate area of installation in various floors as

designated by the contractor shall be assigned to laborers. (b) Disposal of removed crating, cartoning or boxed materials shall be assigned to laborers.

#### Metal Windows and Trim

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

#### Wood Doors and Trim

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

#### Finish Hardware

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

#### Millwork

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

#### Wood Windows & Window Trim (Glazed or not Glazed)

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

#### Trusses

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

#### Roofing and Siding Materials for Carpentry Installation

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

#### Erection of Concrete Forms

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

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

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

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

### ***Section 12. EXCAVATIONS AND FOUNDATIONS-SITE PREPARATION AND CLEARANCE-TRANSPORTATION AND***

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

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

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

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

- (a) Concrete, bituminous concrete, or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregate whether done by hand or any other process. Wrecking, cutting, stripping, dismantling, and handling concrete forms and false work. Building of centers for fire-proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar

methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and a strike-off of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. The placement of vapor barriers and/or under slab insulation incidental to traditional laborers' work.

- (b) All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water; the filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.;
- (c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.
- (d) All work on interior concrete columns, foundations for engine and machinery beds.
- (e) The cutting, grooving or coring of all types of concrete, including bituminous concrete, shall be the work of the laborers; the coring of concrete for multiple use openings or openings which require structural modification shall be the work of the laborer.
- (f) Concrete Specialist work including but not limited to all types of maintenance and utility concrete work, as well as dry packing and prefabricated and pre-stressed concrete construction on the job site and the ship, such as sidewalks, all walls not limited to concrete, columns, steps, floors, floor slab beams, joists, also screeding, finishing and rubbing, grouting, pointing and patching of the same will fall under the jurisdiction of this agreement. Laborers' concrete specialist work shall include machine grinding and the sub floor surfaces. The specified jurisdiction shall also include rubbing or grinding if

done by machine or carborundum stone, patching, brushing, chipping and brush hammering, cutting of nails, wires wall tiles, etc., of all concrete construction. The specific jurisdiction shall further include the cutting of all steel rods, plates, beams etc. to accommodate concrete work. The Laborers' Concrete Specialist shall have jurisdiction over all specialist activity not limited to the above mentioned examples.

- (g) The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, on all semi and unskilled work connected therewith.

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

**Section 15. TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE. ETC.:** Cutting of streets and ways for laying of pipes, cables, conduits including conduits for fiber optic cable, for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials, concreting, backfilling, grading, and resurfacing and all other labor connected therewith.

Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back filling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping, the erection and dismantling of duct bank regardless of materials, means or methods shall be the work of the laborer.

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

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

***Section 17. COMPRESSED AIR:*** In compressed air all work underground or in compression chambers, including tending of the outer aid lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking

machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers track layers, dumpmen, diamond drillers, timbermen and retimmermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunnite nozzle men, gunmen, reboundmen and all other work connected therewith;

***Section 18. SEWERS, DRAINS, CULVERTS AND MULTIPLATE:***

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

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

***Section 20. DRILLING AND BLASTING:*** All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with

blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, and road guarding;

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

**Section 22. GENERAL EXCAVATION AND GRADING:** The clearing, excavating, filling, insulation of exterior foundations, (unless waterproofed or adhered), backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.;

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

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

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

**Section 26. WRECKING/DEMOLITION:** The razing, wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. The burning, cutting and/or dropping of all utility and

other supply lines that have been cut, capped or deemed safe for removal. All cleaning and/or demolition accomplished through the use of high pressure water or other comparable Hydro-Technologies. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, backfilling, and landscaping of the site of wrecked structure. All laborers' work in connection with the removal and disposal of asbestos or toxic waste; all demolition and selective demolition work in connection with clean rooms and/or Green Construction/Leed projects, shall be the work of the laborer.

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

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

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

**Section 29. USE OF TOOLS AND EQUIPMENT OPERATIONS:** Operation of all hand, pneumatic, electric motor; combustion or air-driven tools or equipment necessary for the performance of work described herein including, but not limited to, the traditional laborers work involved in the operation and maintenance of such tools of the trade as forklifts, lulls, bobcats, winches, jacks, scissors lifts, man lifts, aerial lifts, whether operated manually or mechanically by portable operating devices, parking lot striping machines, line application vehicle, pick-up and service trucks including, but not limited to, stake-body trucks, rock-body trucks, dump trucks, job-site moving of the water wagon, attenuater-crash trucks and all traffic control vehicles of any nature and all comparable motorized

equipment for the transportation and/or repositioning of jobsite materials pumps, and other similarly related equipment; The tagging and signaling incidental to traditional laborers work . Installation of outdoor playground swing sets and jungle gyms regardless of the material used for their construction.

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

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

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

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

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

**Section 35. FIELD TURF APPLICATIONS:** Grading, framing, site preparation, scarifying, edging, cleaning, placement and installation of artificial

turf and turf-like materials along with the cleanup, drainage and related work at athletic fields, airports and other heavy and highway and building and site projects.

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

### **ARTICLE XXIII** **APPLICABILITY OF AGREEMENT**

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

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

### **ARTICLE XXIV** **PROCEDURE FOR ADJUSTMENT OF DISPUTES & ARBITRATIONS**

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

***Section 2.*** In the event a grievance arises, other than jurisdictional disputes, a meeting shall be held between the contractor or its accredited representatives and the Union. For Association employers, if a settlement is not reached at this point, the parties shall contact the Association of which the contractor is a member. A representative of the Association shall confer with representatives of the Union and the contractor to endeavor to settle the dispute. Any grievance not filed in writing within sixty (60) days from the date the occurrence was known or should have

**ARTICLE XXVIII**  
**APPRENTICESHIP PROGRAM**

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

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

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

B. The Apprenticeship and Training Standards approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, and the Massachusetts Department of Labor and Training are hereby incorporated by reference as a part of this Agreement.

C. The Apprentice wage rates:

<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
4,000 – over	Journey Worker

D. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.

E. The Employer shall pay an Apprentice the full fringe benefit package as described in this contract.

F. Entry into the Apprenticeship Program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

G. The Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.

H. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.

I. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of

employment experience, the Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

J. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.

K. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

L. It is the intent of the parties that this provision will not result in the displacement of Journey Workers.

M. These provisions calling for the hiring of apprentices are not applicable to instances where the employer is recalling to employment employees

who have worked for that company in the past year and these provisions apply only when the employer is hiring new employees.

N. The Employer, whenever possible, may contact the apprentice program well in advance of hiring apprentices and arrange with the apprentice program for the training of apprentices to meet that employer's specific contemplated needs.

O. All disputes arising under this provision shall for the duration of this contract be referred to a special designated grievance committee consisting of one designee from the Massachusetts Laborers' District Council and one designee from the Employer's Association.

## **ARTICLE XXIX**

### **TRAINING PROGRAM**

***Mandatory Training.*** The parties agree that all Laborers shall be trained in OSHA 30, scaffold erection, fall protection, first aide, cardiopulmonary resuscitation (CPR), and in the operation and use of an automated external defibrillator (AED), by May 31, 2020.

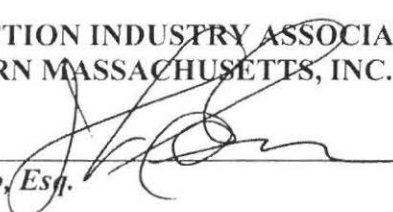
Any apprentice assigned to any employer shall first be required to complete a ten (10) hour safety program provided by the New England Laborers' Training Trust Fund. The Employer and the Union shall further cooperate in scheduling the training of all employees covered by this agreement by December 31, 2001. After December 31, 2001, any newly referred employee to a job shall have successfully completed the above ten (10) hour safety program.

**ARTICLE XXX**  
**TERMINATION OF AGREEMENT**

This Agreement will expire on *May 31, 2020* for the parties to this Agreement and for the independent non-Association employers who have accepted and agreed to abide to this Agreement except that if neither of the parties identified on page 1 of this Agreement gives notice in writing to the other party between *March 1, 2020 and March 31, 2020* that it desires a change after *May 31, 2020*, then this Agreement shall continue in effect until *May 31, 2021* and so on each year thereafter unless on or before *March 31<sup>st</sup>* of each year thereafter, a notice is given by either party. This evergreen clause does not apply to any independent non-Association employers. If neither the Union nor the independent non-Association employer gives notice of termination between *March 1, 2020 and March 31, 2020*, they are bound to the successor of this Agreement for its full term.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on this 23<sup>RD</sup> day of October, 2017 in Springfield, Massachusetts.

**CONSTRUCTION INDUSTRY ASSOCIATION  
OF WESTERN MASSACHUSETTS, INC.**

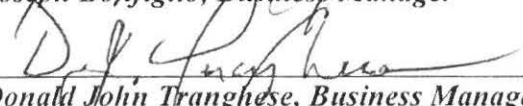
  
James Grosso, Esq.

10/23/17  
Date

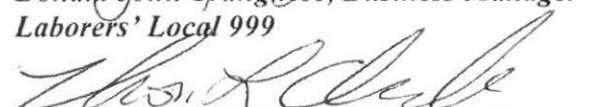
**MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT  
COUNCIL I/B/O LOCAL UNION 596, HOLYOKE AND LOCAL UNION 999,  
SPRINGFIELD, MA**

  
Joseph Bonfiglio, Business Manager

10/24/17  
Date

  
Donald John Tranchese, Business Manager  
Laborers' Local 999

11/4/17  
Date

  
Thomas Andrews, Business Manager  
Laborers' Local 596

11/4/17  
Date

**Fax (508) 435-7982**

**\*Dues and LPL are Deducted from Wages**

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