

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, 2017 - May 31, 2022

## AGREEMENT

THIS AGREEMENT made as of the 1st day of June, 2017 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".

## WITNESSETH

THAT, WHEREAS, the parties hereto desire to stabilize employment in the Foundation and Marine Construction Industry, agree upon wage rates including Health and Welfare, Pension, Training, Dues Deduction, Annuity, Legal, New England Laborers' Labor- Management Cooperation Trust, Unified Trust and New England Laborers' Health & Safety Fund contributions, hours and conditions of employment.

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

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

NOW THEREFORE, the undersigned Employer and the Union, in consideration of the mutual promises and covenants herein contained, agree as follows:

### **DECLARATION OF PRINCIPLES**

There shall be no discrimination against any workman by reason of race, creed, age, color, sex or national origin. The Employer will employ and use all means of safety for the protection of the employees in compliance with the health and safety regulations in accordance with applicable Federal and State Law.

### **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 & 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

## **ARTICLE VIII**

### **SEVERAL LIABILITY**

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

**Section 2.** The Massachusetts & Northern New England Laborers' District Council, a party to this Agreement, shall not be held responsible for any unauthorized act committed by any affiliated Local Union or members thereof, unless the said Massachusetts & Northern New England Laborers' District Council has ordered or ratified the same or condoned such act after official notice thereof. The Massachusetts & Northern New England 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.

## **ARTICLE IX**

### **CANCELLATION OF PRIOR CONTRACTS**

**Section 1.** This contract shall supersede all contracts entered into with reference to the Test Boring Industries as defined in Article X between any Employer who is a party hereto, and any Local affiliated with the Union, and all obligations of either such party under any contract entered into prior to the date hereof shall cease.

## **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 piping, placing of piping, traditional Laborers' work related to burying of horizontal piping.

***Section 2.*** The wages to be paid for all the work listed above shall be outlined in Appendix A. Note: Compressed Air Caisson work would fall under the pay scale for Compressed Air tunnel work.

Foreman shall receive a forty (40) hour guaranteed week with one dollar (\$1.00) per hour over the basic rate.

Certified Welders are to be paid Bottom Man rate when engaged in welding for actual hours welding.

Driller-Foreman shall receive one dollar (\$1.00) per hour over the basic rate.

For hazardous waste work within the "hot" zone, a premium of two dollars (\$2.00) per hour over the basic wage rate.

On all above work performed outside a radius of seventy (70) miles of the State House, the Employer shall reimburse the employee for living expenses, if the employee is required by the Employer to stay overnight and provided the employee stays overnight in the vicinity of the job site as follows:

**Effective June 1, 2017**

**Caissons & Underpinning  
Work, Test Boring & all  
other work**

**Six hundred dollars (\$600.00)  
per week or one hundred and twenty dollars  
(\$120.00) per day if less than one (1) week.**



If an employee who has been requested by the Employer to remain overnight, and he elects to commute, and the commute is over 70 miles each way to and from his home, the employee shall receive weekly compensation (gas money) of One hundred and Thirty-Five Dollars (\$135.00) per week, and if less than a full week is involved, the One hundred and Thirty-Five Dollars (\$135.00) will be prorated.

The employee shall also receive one (1) railroad fare to and from the location of the work. The foregoing travel and living expenses shall be paid to men sent from Employer's base of operations and not to men hired locally.

Employees shall be paid once each week for time actually worked. When the Employer is performing Caisson and/or Underpinning work as a subcontractor to a General Building Contractor, all overtime work shall be paid at the rate of time and one-half except for Sundays and holidays which shall be paid at the rate of double time. When said Employer is performing Caisson and/or Underpinning work as a General Contractor of the owner, then all overtime work shall be paid for at the rate of time and one-half except for Sundays and holidays which shall be paid at the rate of double time.

When the Employer is performing Test Boring and/or any other related work stated herein (excluding Caisson and Underpinning Work), all overtime shall be paid for at the rate of time and one-half except for Sundays and holidays which shall be paid for at the rate of double time.

**Section 3.** The Foremen and Helpers sent out on work outside a radius of seventy (70) miles from the State House shall be guaranteed forty (40) hours pay per week in addition to their living expenses, as provided herein. Saturdays, Sundays, holidays and premium time shall be excluded as part of this guarantee.

The Individual Employer shall have the right to determine the need for, and the number of Foremen.

It is distinctly understood and agreed that any man employed on any project covered by this Agreement can be transferred to any occupation by the Foreman or Superintendent. However, when such transfers are made, the employee is to be paid at the highest rate established for work performed on that particular day.

All labor foremen shall possess a thirty (30) hour OSHA certification. This certification must be obtained by January 1, 2014. All foreman shall further be trained in first aid, cardiopulmonary resuscitation (CPR), and in the operation and use of an automated external defibrillator (AED) by June 1, 2018. Training will be offered and provided by the Union. This date may be extended by mutual agreement of the parties.

Superintendents who are not current Local 88 members may perform bargaining unit work covered by this agreement *only* when unforeseen or sporadic needs arise.

**Section 4.** The parties agree to conduct a pre-job conference relating to whether the contractor is to be required to provide trailers or dressing rooms with heat used as a dry house with suitable place for washing, as well as hot and cold water and soap and toilet facilities.

## **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.



## **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 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 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 |
| over – 4,000           | 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 & Northern New England Laborers' District Council and one designee from the Employer's Association.

## **ARTICLE XXIX**

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

It is hereby understood and agreed by and between the Union and the Association that for the term of collective bargaining agreement commencing June 1, 2017 and expiring by its terms on May 31, 2022, there shall be established a Market Recovery Committee, consisting of three (3) members, two (2) 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

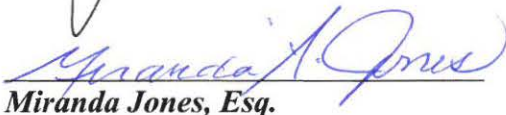
**ARTICLE XXX**  
**TERMINATION OF AGREEMENT**

This Agreement will expire on *May 31, 2022* 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, 2022 and March 31, 2022* that it desires a change after *May 31, 2022*, then this Agreement shall continue in effect until *May 31, 2023* 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, 2022 and March 31, 2022*, 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, this 1st day of June 2017.

Foundation and Marine Contractors

  
\_\_\_\_\_  
*James Grosso, Esq.*

  
\_\_\_\_\_  
*Miranda Jones, Esq.*

Date: 11/15/18

Massachusetts & Northern New England Laborers'  
District Council Association of New England, Inc.  
of the Laborers' International Union of  
North America, AFL-CIO

  
\_\_\_\_\_  
*Joseph C. Bonfiglio*  
Business Manager

  
\_\_\_\_\_  
*James Merloni, Jr.*  
President

Date: 11/19/2018

|  | 6/1/2017       | 12/1/2017    | 6/1/2018       | 12/1/2018   | 6/1/2019       | 12/1/2019   | 6/1/2020       | 12/1/2020   | 6/1/2021       | 12/1/2021   |
|--|----------------|--------------|----------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|
| <b>Increases</b>   | <b>1.00</b>    | <b>0.85</b>  | <b>0.95</b>    | <b>0.95</b> | <b>1.00</b>    | <b>1.00</b> | <b>0.99</b>    | <b>0.98</b> | <b>1.02</b>    | <b>1.01</b> |
| <b>Open Air Cassion, Underpinning Work &amp; Boring Crew</b> |                |              |                |             |                |             |                |             |                |             |
| <b>Bottom Man</b>  | <b>37.95</b>   | <b>38.60</b> | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   |
| Top Man  | <b>36.80</b>   | <b>37.45</b> | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   |
| Foreman  | <b>38.20</b>   | <b>38.85</b> | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   |
| Laborer  | <b>36.80</b>   | <b>37.45</b> |                |             |                |             |                |             |                |             |
| <b>Test Boring</b>   |                |              |                |             |                |             |                |             |                |             |
| Helper   | <b>36.92</b>   | <b>37.57</b> | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   |
| Driller/Foreman  | <b>38.20</b>   | <b>38.85</b> | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   |
| Laborer  | <b>36.80</b>   | <b>37.45</b> | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   | <b>**</b>      | <b>**</b>   |
| <b>Health &amp; Welfare</b>                                  |                |              |                |             |                |             |                |             |                |             |
| Health&Welfare   | 7.60           | <b>7.70</b>  |                |             |                |             |                |             |                |             |
| Pension  | 7.50           | <b>7.60</b>  |                |             |                |             |                |             |                |             |
| Annuity  | <b>7.35</b>    | 7.35         |                |             |                |             |                |             |                |             |
| NELL-MCT   | 0.15           | 0.15         |                |             |                |             |                |             |                |             |
| Unified Trust  | 0.50           | 0.50         |                |             |                |             |                |             |                |             |
| Training   | 0.70           | 0.70         |                |             |                |             |                |             |                |             |
| Legal  | 0.20           | 0.20         |                |             |                |             |                |             |                |             |
| Health & Safety  | 0.15           | 0.15         |                |             |                |             |                |             |                |             |
| CIM  | 0.10           | 0.10         |                |             |                |             |                |             |                |             |
| <b>Total Fringes</b>   | <b>24.25</b>   | <b>24.45</b> |                |             |                |             |                |             |                |             |
| <b>*DUES</b>   | <b>(-1.99)</b> | (-1.99)      | <b>(-2.01)</b> | (-2.01)     | <b>(-2.03)</b> | (-2.03)     | <b>(-2.05)</b> | (-2.05)     | <b>(-2.07)</b> | (-2.07)     |
| <b>*LPL</b>  | <b>(-0.07)</b> | (-0.07)      | <b>(-0.07)</b> | (-0.07)     | <b>(-0.07)</b> | (-0.07)     | <b>(-0.07)</b> | (-0.07)     | <b>(-0.07)</b> | (-0.07)     |