

Department of Standards
c/o Steve Falcone

Dear Steve:

Pursuant to your January 24, 2017 email, attached please find all of the Required CBA sections of the Massachusetts State-Wide Wrecking and Environmental Remediation Agreement between The Massachusetts Building Wreckers' and Environmental Remediation Specialists Association, Inc. and The Massachusetts & Northern New England Laborers' District Council in behalf of Building Wreckers' Local Union 1421 of the Laborers' International Union of North America AFL-CIO “:

1. Cover Sheet with the names of the parties and term of agreement (Unnumbered Page)
2. Agreement Section, Outlining the specific parties (Page 1)
3. Territorial Jurisdiction (Page 2)
4. Trade Jurisdiction (Pages 23-25)
5. Specific term of agreement and signed and dated signature page (Pages 31 – 32)
6. Appendix A including all Zone 1 and Zone 2 Wage Rates, along with contributions allocated to:

Massachusetts Laborers' Health and Welfare Fund (*H&W*), Massachusetts Laborers' Pension (*Pension*), Massachusetts Laborers' Annuity contributions (*Annuity*), New England Laborers' Labor-Management Cooperation Trust (*Nell-MCT*), Massachusetts Laborers' Unified Trust (*Unified*), New England Laborers' Training Trust Fund (*Training*), Massachusetts Laborers' Legal Services Fund (*Legal*), New England Laborers' Health and Safety Fund (*H & Safety*), Massachusetts, and Massachusetts Construction Advancement Program (*MCAP*). (Pages 42 – 47)

Thank you again for providing me with a list of the specific information that your office requires in order to post our new rates.

Janet

MASSACHUSETTS STATE-WIDE WRECKING AND ENVIRONMENTAL
REMEDiation AGREEMENT

Between

THE MASSACHUSETTS BUILDING WRECKERS' AND ENVIRONMENTAL
REMEDiation SPECIALISTS ASSOCIATION, INC.

with

MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT
COUNCIL
in behalf of

BUILDING WRECKERS' LOCAL UNION 1421

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO



EFFECTIVE:

JULY 1, 2016 - JUNE 30, 2020

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July 2016, by and between The Massachusetts Building Wreckers' And Environmental Remediation Association, Inc. 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 other member joining said Association during the term of this Agreement, which members shall hereinafter be 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 Building Wreckers' Local Union 1421, 1150 Main Street, Tewksbury , Massachusetts 01876, of the Laborers' International Union of North America, 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 a 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 worker by reason of race, creed, color, sex, age or national origin as these terms are defined by law. All laborers shall be qualified to work pursuant to the Immigration Reform and Control Act and must complete I-9 forms and provide the Employer with the documents required by law or by the Employer prior to being considered eligible to be employed. The Employer and Employee shall abide by the Federal Occupational Safety and Health Act, the Environmental Protection Act and the laws and regulations administered by the Massachusetts Department of Environmental Protection pertaining to all work covered by this Agreement.

ARTICLE I

TERRITORIAL JURISDICTION

This Agreement shall apply to the cities and towns in the Commonwealth of Massachusetts and the States of Maine, New Hampshire & Vermont. Zones rates for remediation workers only in this agreement will apply and not withstanding any thing to the contrary that rate will be the only recognition given to the zone. This is not to be construed as a change to the state wide territorial jurisdiction which this agreement affords.

ARTICLE II

UNION RECOGNITION, UNION SECURITY

EMPLOYMENT OF LABORERS & SUBCONTRACTORS

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

Inasmuch as the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive bargaining agent 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 and the Union will bargain in good faith with respect to renewal or extension of the agreement or any subsequent collective bargaining agreement.

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.

Section 3. There shall be a total of four (4) Trustees to constitute the Board of Trustees administering the Fund. All Trustees shall be individuals with experience in, and knowledge of, the industry. All Trustees, but one, must also be employed by an "Association" Employer.

Section 4. If the Employer fails to remit to the MDIAP as provided herein, The Trust may audit the employer and take all steps necessary to secure its position.

ARTICLE XVIII
WORK JURISDICTION
COVERAGE AND DESCRIPTION OF BUILDING WRECKING AND
ENVIRONMENTAL REMEDIATION LABORERS' SPECIALIST WORK

Section 1. It is agreed that the Wrecking and Environmental Remediation Laborers' Specialist work shall include but not be limited to: 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. The operation of all small bulldozers, loaders, skid steers, backhoes, sweepers forklifts, telescopic boom forklifts or mast type, hydraulic breakers whether operated manually or remote controlled similar to Brokks and all floor covering removal equipment and machines and lulls as needed to breakup, load, move or stockpile material, debris and salvage. The operation of all tools, power or manual, for the completion of the wrecking laborers' work including torches, saws and power hammers whether electric or hydraulic or compressed air. The operation of light towers, all compressors and pumps irregardless of size, all temporary power generators of any type, size or fuel of any kind. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. The removal and disposal of asbestos. All removal, including the loading and unloading of materials carried away from the site of wrecking. All work in salvage and or recycling facilities in connection with cutting, cleaning, storing, stockpiling or

handling of materials. All cleanup of debris, burning, backfilling, and landscaping of the site of wrecked structure. All work required for workman-like demolition in buildings or structures being demolished or to adjoining property or structures, whatever it might be, or any work in connection therewith.

It is further agreed that all removal, partial demolition, remodeling and interior gutting of buildings shall be the work of the wrecking laborer as well as the removal of the whole or part of any systems or part of a structure such as, but not limited to, walls, floors, ceilings, windows, flooring, all dismantling and removal of mechanical systems including but not limited to: electrical plumbing, sprinkler and heating. The dismantling and removal of all elevators and escalators including motors, cages, rails and switch gear shall be the work of the wrecking laborer. The removal of all roof systems including but not limited to tar and gravel, asphalt shingle and slate shall be the work of the wrecking laborer. The erection of all scaffolding, ramps, chutes for debris and protective aprons shall be the work of the wrecking laborer.

Section 2. It is further agreed that the wrecking laborer's specialist work includes the wrecking, dismantling and removal of any structure of any kind or any part or system thereof in whole or in part whether the complete tearing down and removal of an entire structure or the alteration or partial removal of a structure or the whole or part of any system thereof including the making of floor openings, wall openings, roof openings, slab openings and foundation openings as well as excavation of same.

Any and all work related to the demolition which serves to provide safety protection for the work performed or the workers including firewatch when required, shall be the work of the wrecking laborer.

The removal, handling and / or packaging of asbestos, lead paint, microbial, mold and all hazardous and toxic materials, oil and fuel tanks and other contaminants shall be the work of the environmental remediation laborers. The unloading, handling, distribution, erection and dismantling of all scaffolding is the work of the Building Wreckers and Environmental Remediation Specialist.

The building and placing of all protective devices and barriers, barricades, rails, chutes, brows, staging, fencing, shoring, bracing all as they are related to or are necessary to perform the demolition or dismantling work while the work is being executed and to provide a safe environment both before, during and after the demolition work is executed shall be the Wrecker's work.

Section 3. Laborer's work shall include but not be restricted to the following:

Warehouse: Drum identification and inventorying, drum sampling, off-loading drum contents, draining drums, drum removal, equipment cleaning and packaging (transformers, parts, etc.), building washing and decontamination, lab chemical handling and packaging, building of diked area for draining and cleaning operations, spreading of adsorbents, emptying of spill pans, loading of drums onto transportation equipment, feeding into drum crusher, hose handling, covering truck beds with plastic, hosing off trucks.

Buried Drums: Working from trench, uncover drums, establish conditions of drums, overpacking drums, applying adsorbents to leaked materials, shoveling used adsorbents and contaminated (stained) soil into drums, opening and sampling drums, labeling, monitoring work area, bulking liquid from drums.

Tanks: Opening man holes, vacuuming out liquid residues, entering and shoveling out tank/heel/sludge, decontaminating tank/washing, cut up tank using cold cut saws and shears, compacting small thin walled tanks.

General Site Work: Digging for buried lines, sewers, etc., erecting fence, moving portable pumps and hoses, filling in trenches, demucking sewer or drainage trenches, removal of miscellaneous steel, wood, trash, etc., building sandbag dikes, lining containment areas, clearing brush, cutting trees, operating air monitoring and sampling equipment, cleaning, repairing and maintenance of personal protective clothing and equipment, filling and refilling air tanks, filling slurry wall trench with cement/bentonite mixture, grout, etc., building dry wells, revegetation, installing erosion curtains, cleaning culverts, spreading rock/gravel for access roads, all general site cleanup operations and decontamination procedures for all equipment and/or personnel.

Section 4. 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, and all semi and unskilled work connected therewith. The protection and all related safety procedures for the above-mentioned work.

Section 5. It is further agreed that where the Employers hire employees under Section 6(g) of Article II above, the wages, fringe benefit contributions, excluding dues deductions, terms and conditions of the collective bargaining agreement between the Massachusetts Laborers' District Council and the "Association".

Section 4. Nothing contained herein shall require the Massachusetts & Northern New England Laborers' District Council to process any Local Union or employee grievance which, in its opinion, would be without merit, and no employee shall have the right to arbitrate his grievance should the Union deem it without merit.

ARTICLE XXV

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 XXVI

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 XXVII

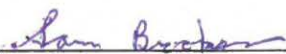
TERMINATION OF AGREEMENT

This Agreement will expire on June 30, 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 31, 2020 and April 30, 2020 that it desires a change after June 30, 2020, then this Agreement shall continue in effect until June 30, 2021 and so on each year thereafter unless on or before April 30th 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 31, 2020 and April 30, 2020, they are bound to the successor of this Agreement for its full term.

The provisions of this Agreement extending the jurisdictional coverage of the Agreement to work performed in Maine, New Hampshire and Vermont shall expire on December 31, 2019, unless both parties agree to extend it through the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives as follows:

*The Massachusetts Building Wreckers' and
Environmental Rem*
135 N. Beacon Street
Watertown, MA 02272




Sam Brooks, President



David P. Pearson, Vice President

Date: 8/30/16

Witnessed:

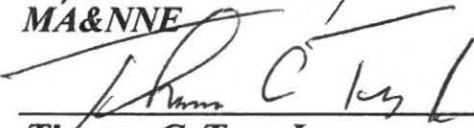


**Armand E. Sabitoni, General Secretary-Treasurer and
New England Regional Manager**

*Massachusetts & Northern New England Laborers'
District Council Of The Laborers' International
Union Of North America*
i/b/o Building Wreckers' Local 1421, Tewksbury,
MA



**Joseph C. Bonfiglio, Business Manager
MA&NNE**



**Thomas C. Troy Jr.
President/Business Manager Local 1421**

Date: 9/8/2016

APPENDIX A WAGE RATES AND CLASSIFICATIONS

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

of the laborers' International Union of North America, AFL-CIO

7 Laborers' Way

Hopkinton, Massachusetts

01748

(508) 435-4164

(617) 969-4018

Fax (508) 435-7982

www.masslaborers.org

STATE-WIDE WRECKING AGREEMENT

(Rates also apply to all Environmental & Asbestos work performed in conjunction with wrecking projects state-wide)

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

WAGES & FRINGE BENEFITS

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

**Dues and LPL are Deducted from Wages*

	7/1/2016	12/1/2016	6/1/2017	12/1/2017	6/1/2018	12/1/2018	6/1/2019	12/1/2019
INCREASE	0.75	1.00	1.00	0.85	0.95	0.95	1.00	1.00
Group 1	36.00	**	**	**	**	**	**	**
Group 2	36.75	**	**	**	**	**	**	**
Group 3	37.00	**	**	**	**	**	**	**
Group 4	32.00	**	**	**	**	**	**	**
Group 5	35.10	**	**	**	**	**	**	**
Group 6	36.00	**	**	**	**	**	**	**
Health Welfare	7.45							
Pension	7.40							
Annuity	6.40							
NELL-MCT	0.15							
Unified Trust	0.50							
Training	0.70							
Legal	0.20							
Health & Safety	0.15							
MDIAP	0.10							
Total Fringes	23.05	**	**	**	**	**	**	**
*DUES	(-1.87)	(-1.87)	(-1.89)	(-1.89)	(-1.91)	(-1.91)	(-1.93)	(-1.93)
*LPL	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)

Group 1	Adzeman, Wrecking Laborer
Group 2	Burners, Jackhammers
Group 3	Small Backhoes, Loaders on Tracks, Bobcat Type Loaders, and Hydraulic "Brock" Type Hammer Operators, Concrete Cutting Saws, Journeyman, Concrete Sawyer
Group 4	Yardman Laborer (Salvage Yard Only)
Group 5	Yardman, Burners, Sawyers
Group 6	Asbestos, Toxic, Hazardous Waste, and Lead Paint

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Hopkinton, Massachusetts 01748

(617) 969-4018

(508) 435-4253

Fax (508) 435-7982

(617) 969-4019

STATE-WIDE WRECKING AGREEMENT

Environmental Work (ONLY)

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

ZONE 1

SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer & Nut Islands)

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

NORFOLK COUNTY (**Braintree**, Brookline, Dedham, Milton, **Quincy** and **Weymouth** only)

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

** Dues and LPL are Deducted from wages

WAGES & FRINGE BENEFITS

	7/1/2016	12/1/2016	6/1/2017	12/1/2017	6/1/2018	12/1/2018	6/1/2019	12/1/2019
INCREASE	0.75	1.00	1.00	0.85	0.95	0.95	1.00	1.00
*Wages	36.00	**	**	**	**	**	**	**
Health Welfare	7.45							
Pension	7.40							
Annuity	6.40							
NELL-MCT	0.15							
Unified Trust	0.50							
Training	0.70							
Legal	0.20							
Health & Safety	0.15							
MDIAP	0.10							
Total	59.05	60.05	61.05	61.90	62.85	63.80	64.80	65.80
**DUES	(-1.87)	(-1.87)	(-1.89)	(-1.89)	(-1.91)	(-1.91)	(-1.93)	(-1.93)
**LPL	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)

ZONE 2

The Counties of BARNSTABLE, BRISTOL, DUKES, ESSEX,
NANTUCKET,
PLYMOUTH, and
WORCESTER

MIDDLESEX COUNTY (with the exception of Arlington, Belmont, Burlington, Cambridge, Everett,
Malden, Medford, Melrose, **Newton**, Reading, Somerville, Stoneham, Wakefield, **Waltham**,
Watertown, Winchester, Winthrop,
Woburn)

NORFOLK COUNTY (with the exception of **Braintree**, Brookline, Dedham, Milton,
Quincy and Weymouth), ROCKINGHAM COUNTY (Salem, N.H. Only)

	7/1/2016	12/1/2016	6/1/2017	12/1/2017	6/1/2018	12/1/2018	6/1/2019	12/1/2019
INCREASE	0.50	0.75	1.00	0.63	0.84	0.84	0.87	0.86
*Wages	31.85	**	**	**	**	**	**	**
Health Welfare	7.45							
Pension	7.40							
Annuity	5.20							
NELL-MCT	0.15							
Unified Trust	0.50							
Training	0.70							
Legal	0.20							
Health & Safety	0.15							
MDIAP	0.10							
Total	53.70	54.45	55.45	56.08	56.92	57.76	58.63	59.49
**DUES	(-1.87)	(-1.87)	(-1.89)	(-1.89)	(-1.91)	(-1.91)	(-1.93)	(-1.93)
**LPL	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)

* Environmental Worker (Asbestos, Toxic, Hazardous Waste, and Lead Paint)

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

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(508) 435-4164

Hopkinton, Massachusetts 01748

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STATE-WIDE WRECKING AGREEMENT

Environmental Work (ONLY)

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)

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

* *Dues and LPL are Deducted from wages*

WAGES & FRINGE BENEFITS

	07/01/16	12/05/16
INCREASE	0.69	0.68
**Wages	29.25	**
H & W	7.45	
Pension	7.40	
Annuity	5.00	
Nell-MCT	0.15	
Unified Trust	0.50	
Training	0.70	
Legal	0.20	
H & Safety	0.15	
MDIAP	0.10	
Total	50.90	51.58
*DUES	(-1.87)	(-1.87)
*LPL	(-0.07)	(-0.07)

** **Environmental Worker** (Asbestos, Toxic, Hazardous Waste, and Lead Paint)

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

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)

	07/01/16	12/1/2016
INCREASE	0.75	0.75
**Wages	25.35	**
Health		
Welfare	7.45	
Pension	7.40	
Annuity	3.35	
Nell-MCT	0.15	
Unified Trust	0.50	
Training	0.70	
Legal	0.05	
Health&Safety	0.05	
MDIAP	0.10	
Total	45.10	45.85
*DUES	(-1.87)	(-1.87)
*LPL	(-0.07)	(-0.07)

MA & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL

of the laborers' International Union of North America, AFL-CIO

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(508) 435-4164

Hopkinton, Massachusetts 01748

(617) 969-4018

Fax (508) 435-7982

MAINE NEW HAMPSHIRE & VERMONT WRECKING AGREEMENT Environmental Work (ONLY)

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

* Dues and LPL are Deducted from wages

WAGES & FRINGE BENEFITS

	07/1/16	12/1/16	6/1/17	12/1/17	6/1/18	12/1/18	6/1/19	12/1/19
INCREASE	0.30	0.30	***	***	***	***	***	***
Wages	17.65	*	***	***	***	***	***	***
H & W	7.45							
Annuity	0.60							
MDIAP	0.10							
Total	25.80	26.10	***	***	***	***	***	***
*DUES	(-1.18)	(-1.18)	(-1.18)	(-1.18)	(-1.18)	(-1.18)	(-1.18)	(-1.18)
*LPL	(-0.05)	(-0.05)	(-0.05)	(-0.05)	(-0.05)	(-0.05)	(-0.05)	(-0.05)

** Environmental Worker (Asbestos, Toxic, Hazardous Waste, and Lead Paint)

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

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