

MASSACHUSETTS  
STATEWIDE  
TUNNEL AGREEMENT

of the Agreement

between

LABOR RELATIONS DIVISION  
of the  
CONSTRUCTION INDUSTRIES OF MASSACHUSETTS, INC.  
and  
SIGNATORY CONTRACTORS

and

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



EFFECTIVE:

**Effective: June 1, 2022 - May 31, 2027**

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.

### **TERRITORIAL JURISDICTION**

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

### **ARTICLE I** **PROVISIONS**

The provisions of this Agreement with reference to wages, including Health and Welfare, Pension, Training, Legal, Annuity, New England Laborers' Labor-Management Cooperation Trust, New England Laborers' Health & Safety Fund, Unified Trust and Promotional & Educational Fund contributions, hours and working conditions, shall apply to all work performed in the construction of both tunnels (exclusive of open cut) and related shafts, whether the same be in free or compressed air.

This agreement shall also cover traditional miner's work on that part of the open cut excavation two diameters in front of the portal face, two diameters in back of the portal face, one diameter above the arch of the tunnel, and four diameters on each side of the center line of the tunnel where, because of the nature of the conditions encountered, it is necessary to employ special techniques used in tunnel work in order to secure the tunnel area preparatory to commencing underground. (Diameter as used above is the specified excavated diameter of the tunnel.) This paragraph, as well as the balance of this agreement, is not intended to infringe upon the traditional construction laborers' jurisdiction.

**ARTICLE XXVIII**  
**MASSACHUSETTS LABORERS' APPRENTICESHIP PROGRAM**

- 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.

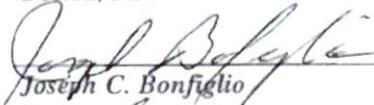
- J. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
- K. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).
- L. It is the intent of the parties that this provision will not result in the 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 Laborers' District Council and one designee from the Employer's Association.
- P. Wages to be included in appendix.

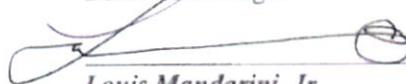
clause does not apply to any independent non-Association employers. If neither the Union nor the independent non-Association employer gives notice of termination between *March 1, 2027 and March 31, 2027* they are bound to the successor of this Agreement for its full term.

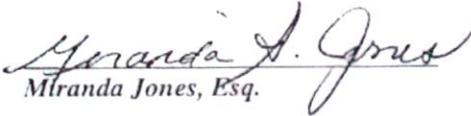
LABOR RELATIONS DIVISION  
of CONSTRUCTION INDUSTRIES  
of MASSACHUSETTS, INC.  
SIGNATORY CONTRACTORS

MASSACHUSETTS &  
NORTHERN NEW ENGLAND  
LABORERS' DISTRICT  
COUNCIL of the LABORERS'  
INTERNATIONAL UNION of  
NORTH AMERICA, AFL-CIO  
on behalf of Tunnel, Local 88  
Boston, MA

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

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

  
\_\_\_\_\_  
*Louis Mandarini, Jr.*  
President

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

Date: 12-1-2022

Date: 12/1/2022

**MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL**

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

**7 Laborers' Way**

**(508) 435-4164**

**Hopkinton, Massachusetts 01748**

**Fax (508) 435-7982**

[www.masslaborers.org](http://www.masslaborers.org)

**STATE- WIDE TUNNEL RATES**

**\*\* PFML - Massachusetts Paid Family and Medical Leave  
INCREASES AND ALLOCATIONS ARE IN BOLD PRINT  
WAGES & FRINGE BENEFITS**

	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026
<b>*Increases</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.25</b>	<b>1.48</b>	<b>1.47</b>	<b>1.50</b>	<b>1.50</b>	<b>1.55</b>	<b>1.50</b>
Group 1	<b>50.48</b>	<b>50.88</b>	<b>51.88</b>	<b>53.13</b>	<b>54.61</b>	<b>56.08</b>	<b>57.58</b>	<b>59.08</b>	<b>60.63</b>	<b>62.13</b>
Group 2	<b>46.48</b>	<b>46.88</b>	<b>47.88</b>	<b>49.13</b>	<b>50.61</b>	<b>52.08</b>	<b>53.58</b>	<b>55.08</b>	<b>56.63</b>	<b>58.13</b>
Group 3	<b>43.93</b>	<b>44.33</b>	<b>45.33</b>	<b>46.58</b>	<b>48.06</b>	<b>49.53</b>	<b>51.03</b>	<b>52.53</b>	<b>54.08</b>	<b>55.58</b>
Group 4	<b>48.48</b>	<b>48.88</b>	<b>49.88</b>	<b>51.13</b>	<b>52.61</b>	<b>54.08</b>	<b>55.58</b>	<b>57.08</b>	<b>58.63</b>	<b>60.13</b>
Health Welfare	9.10	<b>9.35</b>	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35
Pension	8.50	<b>8.75</b>	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
Annuity	9.67	9.67	9.67	9.67	9.67	9.67	9.67	9.67	9.67	9.67
NELL-MCT	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Unified Trust	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Training	0.70	<b>0.80</b>	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Legal	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Health & Safety	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
** PFML	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIM	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Total Fringes	<b>29.12</b>	<b>29.72</b>	29.72	29.72	29.72	29.72	29.72	29.72	29.72	29.72
<b>*DUES</b>	<b>(-2.09)</b>	<b>(-2.09)</b>	<b>(-2.11)</b>	<b>(-2.11)</b>	<b>(-2.13)</b>	<b>(-2.13)</b>	<b>(-2.15)</b>	<b>(-2.15)</b>	<b>(-2.17)</b>	<b>(-2.17)</b>
<b>*LPL</b>	<b>(-0.07)</b>									

*Dues and LPL are deducted from wages*

**\*THE DISTRICT COUNCIL RESERVES THE RIGHT TO ALLOCATE THESE INCREASES IN IT'S DISCRETION AMONG WAGES, FRINGE BENEFITS AND DUES DEDUCTIONS.**

Paid Holidays New Years Day, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, and Christmas Day

Group 1 Shift Boss, Foremen, Shifter (guaranteed 40 hrs.)  
**\*\* (Shift Boss, Foremen and Shifter shall receive Four Dollars (\$4.00) over the miner rate)**

Group 2 Groutman-Pumps, Brakeman, Trackman, Miner's Helper, Form Movers & Strippers (wood & steel) Shaft laborer, Laborer Topside, Outside Motorman  
Miners: Conveyor Operator, Miner Welder, Heading Motormen, Erecting Operators, Mucking Machine Operator, Nozzle Men, Rodmen, Safety Miner, Shaft & Tunnel, Steel & Rodman, Mole Nipper, Concrete Worker, Form Erectors (wood & steel and all accessories, Cement Finishers, Top Signal Men, Bottom Men (when heading is 50' from shaft) and all other laborers, Burner, Shield Operator and TBM Operator

Group 3 Change House Attendants, Powder Watchmen & Warehousemen

Group 4 Hazardous waste work within the "HOT" zone. ( a premium of two dollars (\$2.00) per hour over the basic wage rate)

\*\* PFML - Massachusetts Paid Family and Medical Leave

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**STATE- WIDE TUNNEL RATES  
IN COMPRESSED AIR**

**INCREASES AND ALLOCATIONS ARE IN BOLD PRINT  
WAGES & FRINGE BENEFITS**

	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026
<b>*Increases</b>	1.00	1.00	1.00	1.25	1.48	1.47	1.50	1.50	1.55	1.50
Group 1**	58.41	58.81	59.81	61.06	62.54	64.01	65.51	67.01	68.56	70.06
Group 2	54.41	54.81	55.81	57.06	58.54	60.01	61.51	63.01	64.56	66.06
Group 3	43.93	44.33	45.33	46.58	48.06	49.53	51.03	52.53	54.08	55.58
Group 4	56.41	56.81	57.81	59.06	60.54	62.01	63.51	65.01	66.56	68.06
Health Welfare	9.10	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35
Pension	8.50	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
Annuity	9.67	9.67	9.67	9.67	9.67	9.67	9.67	9.67	9.67	9.67
NELL-MCT	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Unified Trust	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Training	0.70	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Legal	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Health & Safety	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
** PFML	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIM	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Total Fringes	29.12	29.72	29.72	29.72	29.72	29.72	29.72	29.72	29.72	29.72
<b>*DUES</b>	<b>(-2.09)</b>	<b>(-2.09)</b>	<b>(-2.11)</b>	<b>(-2.11)</b>	<b>(-2.13)</b>	<b>(-2.13)</b>	<b>(-2.15)</b>	<b>(-2.15)</b>	<b>(-2.17)</b>	<b>(-2.17)</b>
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Paid Holidays New Years Day, Washington's Birthday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day, Thanksgiving Day, and Christmas Day

Group 1 Shift Boss (guaranteed 40 hrs.)  
**\*\* (Shift Boss, Foremen and Shifter shall receive additional (\$4.00) increase effective 6-1-22)**

Group 2 Iron Boss, Grout Boss, Track Boss, Mucking Machine Operator  
Tunnel Laborers: Brackman, Trackman, Miners, Helpers, Groutman, Lock Tender  
Helpers, Miner: Motormen, and all others in compressed air

Group 3 Change House Attendants, Powder Watchmen, Top Men on Iron Bolt, etc.

Group 4 Hazardous waste work within the "HOT" zone. ( a premium of two dollars (\$2.00) per hour over the basic wage rate)

\*\* PFML - Massachusetts Paid Family and Medical Leave

**ARTICLE III**  
**RECOGNITION AND JURISDICTION**

The Employer acknowledges and shall honor the Union's claim of jurisdiction and trade autonomy over all traditional tunnel, underground and related work, either on land, at the seashore, overwater, underwater, or on the ocean including, but not limited to the following divisions and subdivisions of the trade:

*Shafts, Tunnels and Subways:* Construction and rehabilitation and remodeling of shafts, tunnels, and subways, related to any type of construction project. All underground and underwater work involved in mines, underground chambers for storage or other purposes, tunnels, or shafts, vaults, CSO's (combined sewer overflows) Portal entrance tunnels, Road Header mined tunnel work, Segmented tunnels or immersed tubes, built on site, all N.A.T.M. (New Austrian Tunnel Method) tunnel work, Guided Boring, Raised Bores, Horizontal Boring related to tunnel work including brakeman whether in free or compressed air. Drilling and blasting, scaling, mucking and removal of material from tunnels and shafts or the above mentioned tunnel designs or methods. Any explosive or non-explosive breaking agent provided technical representatives would be allowed a reasonable period of on-the-job training to provide experienced,

skilled Tunnelworkers for this work. The cutting, drilling and installation of material used for timbering or retimbering, lagging, bracing, propping, Relining, or shoring the tunnel or shaft, or any of the above mentioned tunnel designs. Auguring of holes and installation of beams of any material, installation of lagging, soil mixing, and contact sheeting in the construction of tunnel related shafts and tunnels and related work, excluding operations where beams are to be driven from ground surface, Tunnelworkers may assist in this method as determined to be necessary by the contractor. Assembly and installation of multiplate, liner plate, rings, slip lining, mesh, mats or forms for any tunnel or shaft, including the setting of rods (rebar) for same. Pouring, pump-creting or gunniting, shot-creting. Any underground work 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 in tunnels; the operation of concrete cleaning machines and operation of robotic equipment and devices utilizing new and enhanced technology, onsite operation of ultra-high pressure water jet cutting tools and the operation of hydraulic skid steers; mole nipping and operation of erector arm equipment and unloading, handling, distribution and installation of all precast section whether of concrete or other material. Operation of air grout pumps, air excavators in shafts; slurry tunneling in free air or compressed air; shafts constructed by slurry wall method connected to tunnel projects; placing and handling of all slurry material in connection with slurry tunneling. All operation of raise boring equipment. The application of all types of job-applied protective epoxy coatings in shafts or tunnels. Unloading and stockpiling of all material delivered to job-site as deemed necessary by contractor at and distribution from any staging area or storage area, of all material related to any work herein.

All traditional and assigned Tunnel Laborers' work involving onshore and/or offshore wind turbine construction and related projects, solar energy construction and related projects, electric ~~vehicle~~ charging station construction and related projects, heat pump installation and geo-thermal related projects, traditional and assigned Laborers' work involving electrical cables, battery storage facilities, hot and cold waterlines, natural gas pipelines, hydrogen gas pipelines, oil pipelines, and the installation of these and all other product transmission lines, all storm and sea level resiliency-related projects, the tying and/or connection by any means of steel, iron, or other materials embedded and/or encased in concrete or similar construction materials, including but not limited to, retaining walls, all types of curbing, duct banks and pre-cast seawall panels, the application of coatings, sealants, color hardeners, and the scarifying, scrapping, staining, stamping, and polishing of concrete, the rubbing of block walls, cutting of joints, rubbing and cleaning bricks and installing wall ties shall be the work of the Laborer

... Any and all additional work, specifically assigned to the Laborer by any Employer on an onshore or offshore wind turbine project, is incorporated herein by reference and shall be the work of the Laborer.

Prior to turnover to the Owner, the onsite cleaning and disinfecting work related to the mitigation and control of all infectious disease, including but not limited to COVID-19 in accordance with Municipal, State, and Federal mandates, and the maintenance and disinfecting of all related PPE (facemasks, safety glasses, protective suits, respirators, dust masks, rubber gloves and rubber boots shall be the work of the laborer who shall receive specialized LIUNA training. Prior to turnover to the Owner, the onsite operation and maintenance of all fogger related micronized spray machines and the preparation and mixing of cleaning and/or disinfecting solutions used with these products shall be the work of the laborer who shall receive specialized LIUNA training.

Closed faced tunneling methods; on Tunnel projects, the operation of all steerable shields and the installation of all underground structures utilizing shields and the installation of all RCP (reinforced concrete pipe) (excluding hoist) on Tunnel projects; microtunneling, pipe jacking, traditional Laborers' work involved in pipe pulling, pipe ramming or pipe shooting or directional drilling thrust boring, horizontal boring, vibrating, ground freezing and de-freezing (thawing of ground) all plant operation and maintenance for ground freeze or de-freeze, the manning of any heaters or boilers to de-freeze ground soil, all waterproofing, vulcanizing and conveyor belt splicing, setting and handling of all shaft and tunnel pumps whether electric, hydraulic, or air, pipe bursting or pipe conveyance of any material, any and all relining of new construction or existing tunnels, no matter of the original construction method used. Whether sewer, water, traffic, pedestrian, utility and subway tunnels. Any and all relining of underground conveyance. Any installation or maintenance on the above mentioned methods involved in underground work.

Building and set up of all change houses, job site work or restoration work at the end of job, all demolition and removal of any materials at the end of job, all warehouses, contractor trailers, offices storage trailers. The traditional Laborers' work relating to building and maintaining of all concrete, grout, batch plants when the concrete is for any part of the daily operation of tunnel construction, the building and set up, operation and maintenance of any Plant for the daily operation on any tunnel project.

The traditional Tunnelworkers assignments involved in the operations and maintenance of such tools of the trade as tunnel boring machines, hoist,

segment hoists, switches, forklifts, lulls, bobcats, pumps, M.U.V. (mine utility vehicle), Tunnel face monitoring in off hours when deemed necessary by the employer.

The traditional Tunnel workers assignment involved for the welding in pits and shafts, and all silo and slurry operations.

Regardless of how the project is originally bid or designed, if it is eventually performed as a traditional job, it will be covered by the terms of this agreement.

All portal tunnels will have an assigned entrance man (similar to a top man on a shaft tunnel) whose duties will include all the traditional responsibilities of a Top Man. The issue of the need for a bottom man and a helper is to be discussed and resolved at a pre job conference on portal tunnel projects.

All signatory contractors and construction managers who enter into a Design-Build project shall notify the local union with jurisdiction, of any final major design approvals that will impact the application of this agreement within 7 days of approval, so the Union Hall can keep up to date with the project, and plan its workforce around the new design approvals.

Any trade (operating engineer or electrician) or civil engineer that is working underground and needs assistance in completing their assignments, or in routine maintenance will use Tunnelworkers as their first source of help in completing said assignment, in addition if the operating engineer or electrician cannot fulfill an assignment the Tunnelworkers will not cease performing their assignments or scheduled work.

Adequate first-aid and safety equipment shall be located at every manned working area in the tunnel.

The tunnel contractor shall keep some type of appropriate emergency transportation in appropriate locations ready to evacuate injured personnel.

*Compressed Air:* In compressed air all work underground or in compression chambers, including tending of the outer air 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, car pushers, grout machine operators, steel setters, cage tenders, skinners, track layers, dump men, diamond drillers, timbermen and retimmermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgun men, gunnite nozzlemen, gunmen, reboundmen, handling and installation of temporary utilities (air, water, hydraulic, discharge from the pump to the termination point and ventilation) and unloading, handling, distribution and installation of baloney cable and all other work connected therewith. All traditional laborers' work in ground freezing.

The Employer agrees to provide and pay for a physical examination for each person working in compressed air, as required by the state and federal codes. For purposes of manning the job, the Employer agrees to examine and pay for one physical examination for a number of persons equal to one hundred percent (100%) of the positions to be filled in the compressed air portion of the job.

On all tunnel projects, emergency-hoisting facilities shall be available and in working condition for all shafts. Said emergency-hoisting facilities shall have independent power sources, and all Employees will be required to use said facilities if necessary, all according to OSHA standards.

The Memorandum of Understanding between the Massachusetts & Northern New England Laborers' District Council, Rhode Island Laborers' District Council, Connecticut Laborers' District Council, and Operating Engineers Locals 4, 57, 98 and 478 entitled, "To Govern Work Jurisdiction in Free Air Tunnels" is specifically incorporated by reference in this agreement, and shall supersede any inconsistent provisions in this agreement. A copy of that Memorandum of Understanding is appended hereto.

This agreement shall also apply to the traditional tunnel laborers' work relating to micro-tunneling and to the traditional laborers' work relating to any new or future tunneling methods, replacing current tunneling methods which are currently performed by tunnel workers.

This agreement shall also apply to all slurry wall work for tunnel shafts which is traditionally performed by Tunnel Workers Local 88 including, but not limited to, the excavation, building and placement of panels, building rebar mats at the job site, placement of all rebar, mixing slurry, building and placements of forms, concrete placement, set-up/operation/break-down and clean up of mixing plants and tanks,

excavation of shafts, shall be the exclusive work of the Tunnel Workers Local 88 and paid according to the Tunnel contract wages and benefits.

**Shafts** All shaft work related to tunnels is the exclusive work of Tunnel Workers Local 88, including but not limited to: any and all ground support for shaft excavation, shaft excavation, placement of steel rebar mats, building and breakdown of forms, concrete placement, any and all related work traditionally performed by Local 88 Tunnel Workers, no matter of the bid of the subcontractor or what structure will end up on top of shaft when the job is eventually completed, including structures within the shaft and regardless of eventual structures scheduled for construction on the ground above the shaft.

**Top Man** A top man helper is required on all tunnel projects. The necessity for a top man helper will be discussed at a pre job conference.

**Bottom Man** The need for a bottom man helper will be discussed at a pre job conference, depending on the nature of each tunnel project. The bottom man does not work as part of the tunnel heading crew after fifty feet into the tunnel.

**Brake Man** When a locomotive/train or any transport is required, a Local 88 Tunnel Worker shall be assigned to ride the transport to and from the heading. His traditional duties will include coupling and uncoupling of cars, inspecting and tying down loads, assisting in loading and unloading cars at both ends of the tunnel, acting as a safety watchman, signal man and switch man, traditionally known as a brake man. At least one brake man is assigned to each transport. When the train or transport is idling, the brake man may be assigned to perform other tunnel work. The brakeman shall be responsible for the correct positioning of all switches prior to and after the passing of the assigned locomotive / train through the switch.

**Pipe Jacking** All pipe jacking as related to tunnels shall be considered tunnel work, subject to the terms of the Tunnel Agreement.

**Sunken Tube Method of Tunnel Construction** When the work is performed at the actual job site, any and all job site work related to the sunken tube method of tunnel construction, including but not limited to all welding and burning, rebar or similar material placement, building and placement and dismantling of forms, all concrete placement and concrete finishing, and the installation of any piping shall be the work of Local Union 88, paid in accordance with the Tunnel Agreement.

**Drilling Methods** Drilling methods traditionally performed by Tunnel Workers Local 88 will continue to be assigned to Local 88, notwithstanding the fact that the future drilling methods may be operated by remote control telemining devices.

A tail tunnel shall be considered for the safety of all personnel on all tunnel projects.

Cell phones and similar personal communication devices will not be allowed to be used by personnel during working hours.

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*

<u>Caissons &amp; Underpinning</u>	<u>Six hundred dollars (\$600.00)</u>
<u>Work, Test Boring &amp; all</u>	<u>per week or one hundred and twenty dollars</u>
<u>other work</u>	<u>(\$120.00) per day if less than one (1) week.</u>

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 Fifty Dollars (\$150.00) per week, and if less than a full week is involved, the One hundred and Fifty Dollars (\$150.00) will be prorated.