

MASSACHUSETTS STATE-WIDE WRECKING AND ENVIRONMENTAL  
REMEDATION AGREEMENT

Between

THE MASSACHUSETTS BUILDING WRECKERS' AND ENVIRONMENTAL  
REMEDATION 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:

June 1, 2024 - May 31, 2029

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## **AGREEMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of June 2024, 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. All applicable work performed under this agreement in Massachusetts, shall be performed under the terms and conditions of this Agreement. All work in Maine, New Hampshire and/or Vermont, performed by members of Local Union 1421, shall also be paid at the applicable Massachusetts Zone 1 wage and benefit rates. (See "Appendix A").

All work in Maine, New Hampshire and/or Vermont, performed by members of Local Unions 327, 976 and/or 668, who are hired to supplement the Employer's workforce, shall be performed under the terms and conditions of this Agreement. The wages and benefits paid to the above members of Local Unions 327, 976 and/or 668 shall be paid 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 being performed. (See Appendix "B"). However, nothing herein shall prevent an Employer from electing to provide its above Northern New England Laborers the Massachusetts the wages and benefits of this Agreement.

## **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. 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. The Parties hereby confirm that the Union has unequivocally demanded recognition as the section 9(a) exclusive bargaining representative of employees in the above appropriate bargaining unit, and

that the Employer unequivocally accepted it as such, based upon a contemporaneous showing of support, in the form of union identification cards, union membership cards, union authorization cards, and/or other such documentation and evidence of intent to be represented by the Union, from a majority of employees in the above appropriate bargaining unit.

The Employer will bargain in good faith with respect to renewal or extension of the current or any subsequent collective bargaining agreement.

**Section 2.** The Employer agrees that all employees of the Employer employed in the work covered by this Agreement, who on the effective date of this Agreement are not members of the Union, and all said employees hired on or after said effective date shall become members of the Union after the eighth (8th) work day following the beginning of their employment and shall thereafter during the term of Agreement, maintain such membership in good standing as a condition of continued employment.

**Section 3.** Upon receipt of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their membership in good dues standing shall be summarily discharged by the Employer. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from any such discharge.

**Section 4.** “Membership in good standing” as referred to herein means the tender payment of initiation fees and dues to the Union.

**Section 5.** Should the present Federal Law be amended during the term of this Agreement to allow compulsory membership in the Union on the date of employment, or on any period less than eight (8) work days from the commencement of employment, this clause is hereby automatically changed to include such amendments as of the effective date of the law.

**Section 6.**

- a) The Employer recognizes that Local 1421 is the established and prime source of skilled, licensed, trained, certified, medically approved and dependable labor, necessary and required to perform the work covered by this Agreement.

- b) The Employer reserves and shall have the right to rehire any employee who has been an employee of the company provided said employee has worked for the Employer during the period of four (4) months preceding the date of rehiring. The Employer will furnish Local Union 1421, upon request, the name and address of said employee.
- c) When the Employer has exhausted the rehiring of former employees as stated in Section (b) above, then the Employer must inform the Local 1421 office of all work opportunities and openings. Local 1421 shall be given the first opportunity to refer applicants for such employment openings.
- d) The Employer reserves and shall have the right to accept or reject any applicants referred by Local Union 1421. The Employer reserves and shall have the right to transfer any or all laborers without prejudice, to any job site in the jurisdiction area of Local Union 1421.
- e) The Employer, in requesting referrals, shall specify to Local Union 1421: (1) the location of the project, (2) the nature and type of construction, demolition or remediation involved, (3) the work to be performed, (4) the skills, experience, licenses, training as well as being medically approved to perform the work covered under this Agreement, (5) the number of employees required and (6) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.
- f) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall in no way be affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspects or obligation of Union membership policies or requirements. No laborer shall be hired or sent to a job without the qualifications stipulated in ARTICLE II, Section 6, paragraph e.
- g) In the event that Local Union 1421 is unable to fill the request of the above Employer for skilled workers, as defined in Section (e) above, within a twenty-four (24) hour period, excluding Saturdays, Sundays and holidays, after such request is made by the Employer, the Employer may employ applicants directly at the job site or may request and receive referrals from Local Unions other than Local 1421 with the same privileges accorded the contractors signatory to Agreements with those Locals.
- h) When an Employer requests a certain number of laborers pursuant to Sec. (e) of this Article and such laborers appear on the job shift or work, at the time requested ready for work, and are eligible, properly licensed, properly trained, medically certified, and have a card from

the union office showing that they come to fill the request, then they must be put to work or paid not less than two (2) hours time unless such referrals lack the skill for and experience in the various work outlined in this Agreement, or in Environmental Remediation work or are prevented from working on account of bad weather or conditions that could not have been reasonably anticipated by the Employer.

- i) Environmental Laborers will produce copies of their current environmental license, current environmental training certificate, current environmental medical and OSHA 10 hour training to the employer prior to commencement of work as mandated by law.
- j) Wrecking laborers shall possess the requisite and/or applicable certified training documents in the use of cutting torches, wrecking adzes, leverage tools and in general the principles of safe and efficient demolition procedures, OSHA 10 hour training, and/or certification of Hoisting Equipment Training and a Hoisting Engineers License. Similarly other positions within the bargaining unit shall possess any legally required certifications and/or licenses.
- k) No laborer shall be sent to a job or hired without Certifications as stipulated in i and j above.
- l) Pre-Job Conference: The employer on a project for which the contract exceeds two hundred fifty thousand dollars (\$250,000), shall notify the Union to arrange a pre-job conference with the Local Union prior to his commencing work on said project to discuss the following:
  - (1) Location of job sites;
  - (2) Approximate starting date and duration;
  - (3) Type of job;
  - (4) Approximate manpower requirements;
  - (5) Subcontractors;
  - (6) Jurisdictional assignments.
  - (7) The Employer's Plan to protect all of their Laborers from all infectious disease, including, but not limited to, COVID-19 and provide appropriate Personal Protective Equipment (PPE) in accordance with Municipal, State and Federal Mandates.
- m) On construction projects in Northern New England covered by this Agreement, there shall be no mandatory pre- job conference required.

**Section 7. Subcontracting:** The Employer agrees that the wages, including Health & Welfare, Pension and Training, Annuity, New England Laborers' Labor-Management Cooperation Trust, Legal Services, Unified Trust and New England

Laborers' Health & Safety Fund contributions, and hours provided for by this Agreement shall encompass the entire work covered by this Agreement, thereby applying equally to any subcontract let by the Employer on work covered by this Agreement at the site of any job, in accordance with Side Letter attached hereto on Page 40.

The Employer further agrees to refrain from subletting any work covered by this Agreement to be done at the site of the contracted project, except where such subcontractor subscribes and agrees to be bound in writing by this Agreement and complies with all of the terms and conditions of this Agreement.

This Section shall not apply to file bidders on projects that carry file sub-bidders and to vendors furnishing material solely or to any person furnishing trucking or transportation.

The Employer, for work limited to the Northern New England States of Maine, New Hampshire and Vermont, may utilize non-union subcontractors of its choice provided that prior to the project start date the Employer confirms with the Business Manager of the Massachusetts & Northern New England Laborers' District Council that the non-union subcontractor carries workers compensation insurance. In the event an additional subcontractor is deemed necessary during the course of the project, the Employer shall immediately notify the above Business Manager and confirm that the additional subcontractor carries workers compensation insurance.

Owners and Contractors signatory to the agreements between the Massachusetts & Northern New England Laborers' District Council of the Laborers' International Union of North America, AFL-CIO and the Associated General Contractors of Mass., Inc., the Labor Relations Division of Construction Industries of Massachusetts, Inc. and the Building Trades Employers' Association of Boston and Eastern, MA., Inc. and The Construction Industry of Western Massachusetts, the General Contractors Association of Pittsfield, MA, shall be in compliance with the subcontracting language of that agreement when they award work to a contractor signatory to the attached agreement.

**Section 8.** If any provision of this Agreement is in conflict with the laws or regulations of the United States or 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.



### **ARTICLE III**

#### **WAGES, HOURS, CLASSIFICATIONS, SHIFTS**

##### **Wrecking and Not Otherwise Classified (NOC)**

**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 Wages and Benefit increases reflected in Appendix A, in its sole discretion, among wages, fringe benefits and dues deduction.

**Section 2.** Forty (40) hours shall constitute a week’s work for all Laborers; Any consecutive eight and one half hours excluding a half hour for lunch, between 6:00 am and 6:00 pm Monday through Friday shall constitute a day’s work. However, in the event that a change in the regular starting time and quitting time is requested of Local Union 1421 for a particular job, such request shall not be unreasonably denied. If any work is to be performed on Saturday, the Steward shall be notified. All hours on any regular workday prior to starting time and after quitting time established herein shall be paid as provided in Section 4 of this Article.

**Section 3.** When two (2) or more shifts are worked, they shall continue for at least three (3) consecutive regular workdays unless the contractor is prevented from working such days or any portion thereof because of conditions beyond his control, including weather conditions. Shift work, that is, second and third shift shall work a minimum of three (3) working days.

The first shift shall be of eight (8) hours, the second shift shall be of seven and one-half (7½) hours and the third shift shall be of seven (7) hours and eight (8) hours pay shall be paid for each shift.

When working on Saturdays, the first shift shall work eight (8) hours and receive twelve (12) hours pay at the straight time rate the second shift shall work seven (7½) hours each and receive twelve (12) hours pay at the straight time rate and the third shift shall be of seven (7) hours and twelve (12) hours shall be paid. When working Sundays and holidays, the first shift shall work eight (8) hours and receive sixteen (16) hours pay at the straight time rate, the second shift shall work seven (7½) hours each and receive sixteen (16) hours pay at the straight time rate and the third shift shall be of seven (7) hours and sixteen (16) hours shall be paid. A shift which begins at or after 12:00 Midnight Sunday shall be considered a third shift.

**Section 4.** Overtime shall be paid for at time and one-half. Work performed Sundays and holidays shall be paid for at the rate of double the regular straight time hourly rate.

**Section 5.** An employee who actually works either seven (7) or seven and one half (7½) hours in accordance with the established shifts of this section, shall receive fringe benefit fund contributions based on a minimum of eight (8) hours.

**Section 6.** On construction projects in Northern New England covered by this Agreement, the employer may request reasonable market recovery accommodations involving wages, benefits and/or staffing requirements. All such market recovery requests for accommodations must be agreed to by the Business Manager of both Local Union 1421 and the Massachusetts and Northern New England Laborers' District Council. No request may be unreasonably denied.

**Section 7.** 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.

## **Environmental Remediation**

**Section 1a.** 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 Wages and Benefit increases reflected in Appendix A, in its sole discretion, among wages, fringe benefits and dues deduction.

**Section 2a.** Forty (40) hours shall constitute a work week for all Laborers; Any combination of eight and one half hours and / or ten and one half hours excluding a half hour for lunch, Monday through Friday shall constitute a days work. In a Four ten hour shift arrangement, when a day is missed a Friday may be used as a make-up day at straight time pay. The Steward shall be notified if any work is to be performed on Saturday or Sunday.

**Section 3a.** When two (2) or more shifts are worked, it is the Employers responsibility to coordinate, stagger and / or overlap the shifts to allow for the shifts to be completed within the workday. There is no shift differential when performing Environmental Work.

When working Saturdays the employee shall work eight (8) hours and receive twelve (12) hours pay at the straight time rate. When working Sundays and holidays, the employee shall work eight (8) hours and receive sixteen (16) hours pay at the straight time rate. A Sunday shift start will be allowed at the straight time rate provided they shall continue for at least three (3) consecutive workdays unless the contractor is prevented from working such days or any portion thereof because of conditions beyond his control, including weather conditions.

**Section 4a.** Overtime shall be paid for at time and one-half the regular straight time hourly rate. Work performed Sundays and holidays shall be paid for at the rate of double the regular straight time hourly rate.

**Section 5a.** The work shifts, hours, overtime and double-time standards set forth in Section 1a through Section 4a shall supercede the Building and Trades Agreement and any other Agreement(s) in place.

#### **ARTICLE IV** **HOLIDAYS**

**Section 1.** Employees covered hereunder shall be entitled to observe the following legal holidays enacted by Act of Legislation:

<i>New Year's Day</i>	<i>Independence Day</i>
<i>Martin Luther King, Jr. Day</i>	<i>Labor Day</i>
<i>President's Day</i>	<i>Columbus Day</i>
<i>Patriots' Day</i>	<i>Veterans' Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Christmas Day</i>	

**Section 2.** Any Employee who observes Martin Luther King, Jr., Day shall not be subject to discrimination or retaliation of any type. The parties agree that during the holiday weeks of Martin Luther King Jr. Day, and Patriots Day, the remaining work week, Tuesday through Friday, can be worked at four 10-hour days at straight time. If a Laborer is unwilling or unable to work the 10-hour shift, he or she may elect to work an 8-hour shift with no punitive action taken against him or her. (The parties remain open to the possibility of extending this concept, by mutual

agreement, to other holidays that the Associations negotiate with their other unions, in the future.)

**ARTICLE V**  
**BUSINESS MANAGER-FIELD REPRESENTATIVE-**  
**STEWARD-FOREMAN**

*Section 1.* The Business Manager or Field Representative of the Union shall be allowed to visit the job during working hours.

*Section 2.* A Steward may be appointed or furnished on each project by the Union Representative of Local Union 1421. The Steward shall be allowed a reasonable amount of time to check Laborers' Dues Books and report any violations of the Agreement to the Union. The Steward shall work on the job until the completion of all work covered by the terms of this Agreement performed by the Employer and shall work all overtime performed by the Employer. The Steward shall not be laid off unless he is the last laborer on the job other than the Foreman and Local Union 1421 shall be notified forty-eight (48) hours prior to the layoff, excluding Saturdays, Sundays and holidays.

The Employer shall give Local Union 1421 at least forty-eight (48) hours notice excluding Saturdays, Sundays and holidays, before discharging the Steward in all cases; however, no discharge is to take place without a prior conference with the Union Representative within the time period specified above. If either party does not attend the conference, their rights under this Section are waived.

In the event of a layoff, the Steward shall be notified as to the layoff not later than one hour before the layoff on the date of the layoff. All Stewards shall be working stewards.

*Section 3.* Foremen in charge of a demolition crew must be members of Local Union 1421 in good standing for a period not less than one (1) year and shall be covered by all the terms of this Agreement and shall receive not less than \$1.00 per hour above the basic hourly rate and shall receive a guarantee of 40 hours paid per week. On any project where a laborer foreman is receiving up to a \$3.00 contractual foreman premium, then the assigned wrecker foreman shall receive that higher contractual foreman premium while on the project.

## **ARTICLE VI**

### **REPORTING TIME PAY**

**Section 1.** A potential employee who reports to work for the first time or as a rehire, without current certification, training, physical or medicals shall not be hired and shall not be entitled to show up pay.

**Section 2.** 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 is so ordered to report, he shall receive reporting time pay equivalent to two (2) hours at the regular straight time hourly rate. If a 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 regular straight time hourly rate. To be eligible for reporting time pay as provided herein, the employee must remain at the job site and be available for work unless told by the Employer that he may leave. The Employee must provide a viable contact number to be eligible for reporting time pay as provided herein. The reporting time provision in Section 6 shall take precedence over this Section.

**Section 3.** Employees shall furnish their Employer with a current telephone number or another viable means of 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 4.** Any employee who reports for work, and for whom work is provided regardless of the time he works, shall receive the equivalent of not less than four (4) hours pay at the regular straight time hourly rate provided he is available for work through such period. Section 6 shall take precedence over this section.

**Section 5.** Any employee who reports for work and who works for more than four (4) hours in any one (1) day shall receive the equivalent of not less than eight (8) hours pay at the regular straight time hourly rate provided that he is available for work until the end of that regular work day. Section 6 shall take precedence over this section.

**Section 6.** It is expressly provided, however, that if the employee leaves the job site without permission of the Employer or when a person refuses to work or to continue to work, or if, during any shift, work is started and is stopped by the Employer due to an act of God which makes conditions too dangerous to work or due to a directive from an Owner, Authority, Agency of Government or other Third

Party, the Employer shall be obligated to pay the Employees' for the hours worked only.

**Section 7.** Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the Steward shall be sufficient notification to the men, provided the Steward is permitted enough reasonable time to notify the men. Section 6 shall take precedent over this Section.

## **ARTICLE VII**

### **CHECK-OFF AND PAYROLL DEDUCTION**

**Section 1.** Effective July 1, 2020, the Employer agrees to deduct the sum specified in Appendix A per hour, and any additional dues required to maintain the employee's union membership, for each hour worked from the weekly wages, after taxes, of each employee covered by this Agreement provided, such employee has executed voluntary written authorization for such deductions to be allocated as follows:

- a) The Dues specified in Appendix A shall be used as hourly membership dues to support the Local Unions and the Massachusetts & Northern New England Laborers' District Council.
- b) The LPL contribution specified in Appendix A shall be used as a voluntary contribution payable to the Massachusetts and Northern New England Laborers' District Council PAC and the Laborers' International Union of North America PAC collectively referred to herein as the "LPL" to enable the Massachusetts & Northern New England Laborers' District Council and its affiliated Local Unions to participate more fully in matters affecting the welfare of its members.

**Section 2.** Sample authorization cards for such deductions as follows:

**DUES CHECKOFF AUTHORIZATION AND ASSIGNMENT**

To all Employers by whom I am employed during the terms of the present or future Collective Bargaining Agreements either by and between signatory Contractor Associations and the Massachusetts & Northern New England Laborers' District Council of the Laborers' International Union of North America, AFL-CIO and its Affiliates, or by an Employer, not a member of said Associations, which has an individual collective Bargaining Agreement with the Council and its affiliates.

I, \_\_\_\_\_ of Local # \_\_\_\_\_ hereby  
 (Print Member Name) (Union Membership Number)

assign to my above Local Union of the Laborers' International Union of North America, its successors and assigns, and/or its authorized representative, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and related assessments, as the Union may establish from time to time. My Employer is hereby authorized to deduct such amounts from my wages and pay the same to the above Local Union, its successor and assigns and/or its authorized representative. This authorization applies to my present Employer and all my future Employers. This authorization shall become effective upon its execution. Such deduction(s) shall be made from my earned pay on each regularly-scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health & Welfare, Pension, Legal, Annuity, Training, New England Laborers' Labor-Management Cooperation Trust, New England Laborers' Health & Safety Fund and Massachusetts & Northern New England Laborers' Unified Trust contributions. This authorization shall be irrevocable for a period of one (1) year, or until the termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner. I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of any subsequent agreement between my employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each one (1) year period, or the expiration of each Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. This check-off authorization shall continue irrespective of my membership in the Union or any union-security clause or obligation containing in the Collective Bargaining Agreement.

This assignment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 (Signature – Do Not Print)

**EMPLOYEE AUTHORIZATION OF VOLUNTARY PAYROLL DEDUCTIONS**

For MASSACHUSETTS AND NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL PAC,  
 and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA PAC

This is to certify that I, the undersigned, \_\_\_\_\_ (print name), a member of Local # \_\_\_\_\_, authorizes and directs my current Employer and any future employer that is a signatory to an agreement with any affiliate of the Massachusetts and Northern New England Laborers' District Council or the Laborers' International Union of North America to deduct from each of my paychecks the contribution amounts designated below and to remit them to the Massachusetts and Northern New England Laborers' District Council PAC ("District Council PAC"), a Massachusetts PAC, and/or the Laborers' International Union of North America PAC ("LIUNA PAC"), a federal PAC, (together commonly known as the "Laborers' Political League"). I understand that these are voluntary contributions; they are not a condition of either membership in the Union or employment with my employer; and I have the right to refuse to contribute to the District Council PAC, LIUNA PAC or both without reprisal. I further understand that the guideline amounts listed below are merely suggestions, and I will not be favored or disadvantaged because of the amount of my contribution or my decision not to contribute; the District Council PAC and LIUNA PAC each will use the money it receives to make political expenditures and contributions in connection with federal, state and local elections, as permitted by applicable laws; and I may revoke this authorization at any time by written notice to my employer.

**VOLUNTARY CONTRIBUTION (Please Check The Appropriate Box or Boxes)**

- ☐ Recommended \$0.04 per hour to the District Council PAC. ☐ Other amount of \$ \_\_\_\_\_ per hour to the District Council PAC.  
☐ Recommended \$0.03 per hour to LIUNA PAC. ☐ Other amount of \$ \_\_\_\_\_ per hour to LIUNA PAC.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 (Signature – Do Not Print)

Address: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

All such contributions shall be remitted by the Employer to the designated depository for transmittal to the District Council PAC, LIUNA PAC or both no later than the same time as contributions are made to the Health & Welfare, Pension, Legal, Annuity, Training, New England Laborers' Labor-Management Cooperation Trust, New England Laborers' Health & Safety Fund and Massachusetts Laborers' Unified Trust. Contributions to the District Council PAC and LIUNA PAC are not deductible as charitable contributions for federal income tax purposes. Massachusetts law requires us to collect and report the name and mailing address of individuals whose contributions to the District Council PAC exceed \$50 in a calendar year.

Federal and Massachusetts law require us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions to the District Council PAC or LIUNA PAC exceed \$200 in a calendar year.

**Section 3.** It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947, as amended, the signed individual authorization of every employee subject to this Agreement, both present and future. The Union shall indemnify and hold harmless each Employer from any claim arising under this Article including the furnishing of counsel to defend against any such actions.

**Section 4.** Any Employer who fails to file his reports and remit the deductions when the same is due and payable shall be considered in violation of this Agreement and subject to the penalties outlined in Article XVIII.

## **ARTICLE VIII**

### **CONDITIONS OF AGREEMENT**

**Section 1.** On the first (1st) day of employment, laborers shall furnish the documents required by law, including, but not limited to, the I-9 form, the W-4 form, and the OSHA 10 hour certification. The Union may request that an employer provide a copy of any documents that bargaining unit members are given at the time of hire. If the Union has any concerns regarding the documents that an employer provides to a new employee, the employer and the union shall meet to discuss the issue. If the Union wishes to challenge any of the employer's documents, it may pursue a grievance to arbitration. In such a case, the arbitrator shall determine whether the employer has a legitimate business need for providing the document(s) in question. Effective on and after January 1, 2014, the Employer shall further require all laborers to produce their current LIUNA membership cards along with their current Massachusetts and Northern New England District Council photo identification cards. (The January 1, 2014 effective date may be changed pursuant to the mutual written agreement of the parties to this Agreement.) All wages due under this Agreement shall be paid on the regular pay day designated by the Employer in lawful U. S. currency, or check, once each week during working hours, before 4:00 PM. Payment shall be made showing employee's name, hours worked, amount earned, social security deduction, withholding tax, Employer's name and address. Any Employer paying wages to an employee by check shall do so during working hours, before 4:00 PM on Monday, Tuesday, Wednesday, or Thursday unless alternative arrangements are approved by the District Council Business Manager or the Local Union Business Manager. If the regular pay day falls on a holiday that is not worked, the employee then shall be paid on the day before the holiday in question. Also, any Employer paying wages to an employee by check shall notify employees of a bank or other facility at which checks can be cashed, within reasonable proximity to the job site, without charge to the employee. The



Employer shall withhold not more than three (3) days' pay in any one week unless alternative arrangements are approved by the District Council Business Manager or the Local Union Business Manager. If an employee is discharged or laid off for any reason, his wages shall be paid in full before 3:30 PM and he shall receive a full day's pay for that day and he shall also be given a lay-off slip if requested by the employee for unemployment insurance at the time of the lay-off. If payment is not made expressly as provided herein, then the employee who has been terminated shall be paid for all waiting time until paid; waiting time to be paid at the regular eight (8) hour straight time rate for each day until paid, unless other arrangements have been made with the Business Agents under whose jurisdiction the job falls. If any employee quits of his own accord, he shall receive wages for the time he worked on the next regular pay day. In the event a Laborer voluntarily agrees to the direct deposit of his or her wages in a bank account, the Employer, within the above time frame for issuing paychecks, shall provide the Laborer with either an electronic or hardcopy paystub, documenting the date, the Laborers' gross wages, all of the authorized deductions from these wages, and the resulting net wages.

***Section 2.*** Raingear and slipover boots must be provided by the Employer if men are ordered to work in rain, mud, concrete or snow. Men cannot be terminated if they are unable to work because they are not furnished raingear and slipover boots. All tools, boots, hats, respirators and raingear, legally required flagger's equipment and other implements and equipment, other than those customarily furnished by employees, when necessary to the performance of any of the work covered by this Agreement, shall be furnished by the Employer and shall remain the property of the Employer when not in use or upon leaving its employ. Each employee may be required to sign a receipt for such equipment at the time he receives it, and he shall be liable for the cost of replacement of any equipment which is lost or otherwise not returned to the Employer. Gloves and glasses must be furnished by the Employers to the Burners.

***Section 3. Clothes Room.*** The Employer shall provide a clean, comfortable, heated shed or room, of suitable size for the laborers to change their clothes and partake their lunch. Such place shall not be used to store tools, equipment or materials.

***Section 4. Drinking Water.*** The Employer shall provide clean drinking water with paper cups to each employee on the construction site, in accordance with applicable Federal and State Laws. The water shall be changed once in the morning and once in the afternoon.

**Section 5. Toilets.** Clean, sanitary toilets shall be provided for the employees' use in accordance with applicable Federal and State Laws.

**Section 6. Telephones.** A phone shall be made available on the job site for the employees' use in case of emergency, if telephone service is available. The Employer has the right to restrict the usage of communication devices to the coffee break and / or lunch breaks periods.

**Section 7. Lost Time Because of Accidents.** There shall be no lost time on the day of a minor injury for the employee obliged to receive medical attention and treatment, provided he returns to work within a reasonable time on that day. Employees seriously injured on the job who have to obtain medical treatment, shall not be required to work on the day of the injury to receive payment of wages for that day. The injured employee or steward will notify the Employer on the date of the injury of any injury which occurs on the job and shall furnish the name and address of the physician consulted for medical attention as provided herein. When an employee is seriously injured on the job, the steward or the foreman shall be, permitted to notify the Union of the injury.

**Section 8. Quitting Time.** Each employee shall be given sufficient and reasonable time at the end of the day to put away his tools and , as appropriate, be at the clothes room or change shack at quitting time. The Employers determination as to reasonable and sufficient time shall be subject to arbitration.

**Section 9. Travel & Subsistence:** When the Employer requests an employee to go to work on any out-of-state job, the Employer shall pay half of traveling time to reach such job at the straight time rate.

Whenever the Employer requires the employees to remain in the City or Town where the job is located, the Employer shall pay the reasonable room expenses of the employee and a thirty-five (\$35.00) dollar per day allowance.

**Section 10.** There shall be a coffee break of ten (10) minutes in the morning and ten (10) minutes after lunch which shall be scheduled by the Supervisor.

**Section 11. 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. In addition, the Training Fund shall annually provide:

- A. Mandatory silica training;
- B. Lift, hydraulic and rigging, and signaling training;
- C. Asbestos abatement training;
- D. Scaffolding training; and
- E. Functional English training.

**Section 12. New Technology.** The union recognizes the employer contractors' ongoing need to continuously upgrade the technologies it employs for safety, security and accountability purposes. These technologies include, but are not limited to, cellphones and tablets that allow employees to record their time on and off the job, global positioning system (GPS) devices installed on company vehicles, Geo-fencing software for safety and timekeeping, and video systems to protect the employer's jobsite.

The contractor recognizes its legal obligation to negotiate in good faith with Local 1421 about any changes in the employees' working conditions. Accordingly, the parties will discuss any proposed upgraded technology during their pre-job conference. The contractor further recognizes and agrees that it shall not implement any video and/or audio surveillance of employees that potentially violates State and/or Federal Law.

Contractors will supply devices, as necessary, to comply with technology upgrades. In the event of accidental damage, the Laborer shall not be required to pay for any replacement devices. Every supervisor will be equipped with a tablet that can be used by all workers to verify safety documentations and timekeeping. Supervisors will be ultimately responsible for assuring the accuracy of the data they collect. Laborers may opt to use their own device, but they are not required to download any apps or programs onto their personal devices. The Laborer(s) movement, while working on the jobsite, shall not be tracked. The parties understand that the Laborer(s) signing into and out of the jobsite may be recorded.

Participation in any of these programs is not mandatory, except for agreed-upon safety documentation and accountability purposes. Prior to implementation of any of the above programs, the contractor shall fully educate the union, and the employee, on the use of the new technology. The employer shall secure a written confirmation from the employee that they received the required training, and that the employee understands that failure to properly implement it may be cause for progressive discipline. No employee shall be coerced into waiving his or her legal and/or contractual rights.

The parties agree that the GPS devices proposed for Aaxiom Concrete Sawing, LLC's company vehicles driven by Local 1421 laborers, and the construction site systems proposed by Northstar Contracting Group, Inc., for its Local 1421 laborers, shall be implemented, under the above conditions, as pilot programs, after final review with Local 1421 and the company's Local 1421 laborers. Additional pilot programs shall be reviewed and approved on a case-by-case basis.

## **ARTICLE IX**

### **MASSACHUSETTS LABORERS' HEALTH & WELFARE FUND**

Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Health & Welfare Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each employee, covered by this Agreement to the Massachusetts Laborers' Health & Welfare Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll of the preceding calendar month. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended and all other applicable laws and regulations of the United States, the Commonwealth of Massachusetts and the State of New Hampshire. The said Fund will be used to purchase accident and sickness disability insurance and hospitalization, medical and surgical benefits and/or other welfare benefits of a similar nature for the said employees as provided in the said Trust Agreement.

The Union reserves the right to remove the employees whose wages, hours and working conditions as set forth in this Agreement from any job for which the Employer has failed to remit to the aforementioned Health & Welfare Fund monies due to the Fund within the time for payment thereof, as determined by the Board of Trustees acting under the authority of the Agreement and Declaration of Trust under which the Fund operates.

The failure to contribute by the Employer to the said Health & Welfare Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII herein. The Massachusetts Laborers' Health & Welfare Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

In addition to its above Health & Welfare contribution, the Employer shall further contribute the sum of Five Cents (\$0.05) per hour for each hour worked by each employee to the separately established PFML Fund, which addresses the Employer's legal obligations by providing for the laborers' continued health & welfare coverage during and after Paid Family Medical Leave, as more fully outlined in the October 4, 2021 correspondence from the Executive Director of the Massachusetts Laborers' Benefit Funds to all signatory contractors. The above PFML Fund contribution may be amended or adjusted by a vote of the Trustees after future review of the Fund's viability.

## **ARTICLE X**

### **MASSACHUSETTS LABORERS' ANNUITY FUND**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Annuity Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Trust Agreement.

**Section 2.** There shall be established, by an appropriate Agreement and Declaration of Trust, pursuant to Section 302(c) of the National Labor Relations Act, as amended, the Massachusetts Laborers' Annuity Fund.

**Section 3.** Each Employer subscribes to and agrees to be bound by the above Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Trust Agreement.

**Section 4.** Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each employee, covered by this Agreement, to the Massachusetts Laborers' Annuity Fund. Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll of the preceding calendar month. Payment shall be made in one check and on the same form furnished by the Massachusetts Laborers' Benefit Funds. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions

of the Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended and all other applicable laws and regulations of the United States, the Commonwealth of Massachusetts and the State of New Hampshire.

**Section 5.** Members of the Association and Employers subscribing to the Trust Agreement, when working outside the jurisdictional area of this Agreement in areas where they have no contractual obligation to contribute to an annuity fund, shall contribute the same amount in the same manner as set forth above to the “Massachusetts Laborers’ Annuity Fund” for each laborer when said laborer is sent and put to work by the Employer from the territorial jurisdiction set forth in Article I.

**Section 6.** Failure to contribute to the Fund shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to this Fund be made on a current basis by all Employers who have made one or more contributions to the Fund or have entered into an agreement with the Union requiring such contributions.

**Section 7.** If an audit by the Trustees or their representatives determines that an Employer has not correctly reported the hours worked by his laborers, the Employer, in addition to other remedies provided in the Trust Agreement, shall be liable to the Fund for the cost of auditing his payroll records and for interest at the rate of ten percent (10%) per annum from the date when payment was due to the date when payment was made.

**Section 8.** The Fund shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust. The failure to contribute by the Employer to the said Annuity Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII herein. The Massachusetts Laborers’ Annuity Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

## **ARTICLE XI**

### **MASSACHUSETTS LABORERS’ PENSION FUND**

Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers’ Pension Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each employee, covered by this Agreement to the Massachusetts Laborers' Pension Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers. The Plan and the Trust shall conform to the Labor-Management Relations Act of 1947, as amended and all other applicable laws and regulations of the United States, the Commonwealth of Massachusetts and the State of New Hampshire.

The Trust and Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and the Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employer to the said Pension Fund, as provided herein, for the purpose of the remedy the Union may pursue is covered in Article XVIII herein. The Massachusetts Laborers' Pension Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

## **ARTICLE XII**

### **NEW ENGLAND LABORERS' TRAINING TRUST FUND**

Each Employer subscribes to and agrees to be bound by the New England Laborers' Training Trust Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour by each employee covered by the terms of this Agreement, to a Training Fund known as New England Laborers' Training Trust Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board

of Trustees selected under, and subject to the provisions of, a Trust Agreement and Plan entered into by the Union and the 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 and the State of New Hampshire. The Trust and Plan at all times shall be a “qualified” 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 or administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers. The Fund will publish a monthly training schedule and make readily available said schedule to all signatory Employers. An Employer may request training for its employees for specific work and the Training Fund will provide same in a timely fashion to meet a specific job schedule.

The failure to contribute by the Employer to the said Training Fund as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII, herein. The New England Laborers’ Training Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

### **ARTICLE XIII**

#### **MASSACHUSETTS LABORERS’ LEGAL SERVICES FUND**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers’ Legal Services Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2.** Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each employee, covered by contributions will be paid into such Fund not later than the twentieth (20th) day of each and every month for the hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month. The failure to contribute to this Fund by the Employer as provided herein shall be subject to the provisions of Article XVIII hereof. The Massachusetts Laborers’ Legal Services Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.



**Section 3.** It is understood by the parties to this Agreement that the Legal Services Trust and Plan to be established shall: (a) conform to the requirements of Section 302 of the Labor-Management Relations Act as amended and (b) the Employer will be able to deduct said contributions as an ordinary and necessary business expense.

**ARTICLE XIV**  
**NEW ENGLAND LABORERS' LABOR-MANAGEMENT**  
**COOPERATION TRUST**

**Section 1.** Each Employer subscribes to and agrees to be bound by the New England Laborers' Labor-Management Cooperation Trust Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2.** Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour for each hour worked by an employee covered by this Agreement to the New England Laborers' Labor-Management Cooperation Trust Fund.

**Section 3.** Said sum will be paid into said Fund not later than the twentieth (20th) day of each month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employer and others.

**Section 4.** The Plan and Trust 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 the Plan at all times shall be a "qualified" 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 to, the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary and necessary expense of doing business in the computation of Federal Income Tax of the Employers.

**Section 5.** The failure to contribute by the Employer to the said New England Laborers' Labor-Management Cooperation Trust Fund, as provided herein, for the purpose of the remedy the union may pursue, is covered in Article XVIII herein.

**ARTICLE XV**  
**NEW ENGLAND LABORERS' HEALTH AND SAFETY FUND**

**Section 1.** Each Employer subscribes to and agrees to be bound by the New England Laborers' Health & Safety Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2.** Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour worked by each employee covered by the terms of this Agreement to the New England Laborers' Health & Safety Fund.

**Section 3.** Said sum shall be paid into the Fund no later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers.

**Section 4.** 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 states where this Agreement applies. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Sec. 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods or administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

**Section 5.** The failure to contribute by the Employer to the said Health & Safety Fund, as provided herein, for the purpose of remedy the Union may pursue, as covered in Article XVIII herein. The New England Laborers' Health and Safety Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

**ARTICLE XVI**  
**MASSACHUSETTS LABORERS' UNIFIED TRUST**

**Section 1.** Each Employer, subscribes to and agrees to be bound by the Massachusetts Laborers' Unified Trust Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2.** Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, per hour worked by each employee covered by the terms of this Agreement to a fund known as the "Massachusetts Laborers' Unified Trust".

**Section 3.** Said sums will be paid into said Fund not later than the twentieth (20<sup>th</sup>) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a board of Trustees selected under and subject to the provisions of a Trust Agreement and plan entered into by the Union and the 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, to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of federal income tax of the Employers.

**Section 4.** There shall be a total of four (4) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed as follows: Two (2) Trustees shall be appointed by the Massachusetts & Northern New England Laborers' District Council and two (2) Trustees shall be appointed by the Association. The representatives on the Board of Trustees shall at all times be equally divided among Union and Management. Each of the appointing parties shall have the power to remove, replace and appoint successors as Trustees appointed by them.

**Section 5.** The failure to contribute by the Employer to the said Unified Trust, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII herein. The Massachusetts Laborers' Unified Trust shall

meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

**ARTICLE XVII**  
**MASSACHUSETTS DEMOLITION INDUSTRY**  
**ADVANCEMENT PROGRAM**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Demolition Industry Advancement Program Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

**Section 2.** Each Employer agrees to pay the sum reflected in Addendum A of this Agreement, for each hour worked by each employee covered by the terms of this Agreement to a fund known as the “Massachusetts Demolition Industry Advancement Program”.

**Section 3.** Said sums will be paid into said Fund not later than the twentieth (20<sup>th</sup>) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a board of Trustees selected under and subject to the provisions of a Trust Agreement and plan entered into by the Union and the 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 4.** 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 5.** 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 as outlined in Article XVIII herein.

## **ARTICLE XVIII**

### **DELINQUENT PAYMENTS**

**Section 1.** Employers who are delinquent in their payments to the Health & Welfare, Pension, Legal Services, Annuity, New England Laborers' Labor-Management Cooperation Trust, Training, Unified Trust, MDIAP and New England Health & Safety Funds shall not have the privilege of employing laborers under the terms of this Agreement if such payments have not been made after written notice, sent by registered mail, return receipt requested,, of such delinquency is given by the Union and seventy-two (72) hours have elapsed since such notice. All employees affected by such delinquency to any of the above-mentioned Funds, and who have lost work as a result thereof, shall be paid their normal wages by the delinquent Employer, until said delinquency is cured and the employees resume their work.

Once an Employer has been adjudged a delinquent by any of the above-mentioned Fund Trustees, he shall, in addition to remitting to the Funds for his past delinquencies, be required to make his current payments on a weekly basis and further furnish a fifty thousand dollar (\$50,000) surety bond to the Trustees of each respective Fund as listed above. All attorney's fees, sheriff's costs, accounting and court costs involved to collect delinquent payments from the delinquent Employer must be borne fully by the Employer involved.

**Section 2.** In accordance with Section 5.02(g)(2) of ERISA, as amended, the Trustees do establish the rate of interest to be paid by Employers on delinquent contributions to be the rate prescribed under Section 6621 of the Internal Revenue Code of 1954 (currently ten percent [10%] per annum which shall continue to accrue until such time as said delinquency is paid in full); and further, liquidated damages shall be assessed in an amount of twenty percent (20%) of the amount of the delinquency, or such higher percentage as may be permitted under Federal or State Law, plus reasonable attorney's fees and costs of the action.

**Section 3.** If an audit by the Trustees or their representative determines that an Employer has not correctly reported the hours worked by his Laborers, the Employer, in addition to other remedies provided in the Trust Agreement, shall be liable to the Funds for the cost of auditing his payroll records, interest at the rate stated in Section 2 above from the date when payment was due to the date when payment was made, attorney's fees and liquidated damages in the amount of twenty percent (20%) of the delinquent amount.

**Section 4.** The parties agree that the Trustees of the Delinquency Committee shall have the right to terminate the collective bargaining agreement of any Employer deemed by them to be habitually delinquent.

**Section 5.** Audit – The Employers shall make all reports on contributions required by the funds on forms furnished by the Funds or their authorized representatives. The Trustees or their representatives upon reasonable notice may examine the pertinent payroll records of any Employer, including, but not limited to all quarterly and yearly payroll tax returns, payroll listings, payroll records individual earnings records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the Joint Labor Management Trustees of the Delinquency Committee in their sole discretion. Such examinations may be implemented by the Trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds, in which event, the expense of audit may, under rules and regulations adopted by the Trustees of the Delinquency Committee, be charged against the Employer. If the expense of audit charged against the Employer is not paid by the Employer within ten days after written notice from the funds or their authorized representatives, the Funds may take any action, including, but not limited to court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and an administration fee at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection of such audit expense, interest and administration fee. In the event that the Funds or their representatives shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit. For any audit permitted under this collective bargaining agreement or applicable Trust Agreement, if the documents required to be provided by the Employer under such audit are located further than 150 miles from the headquarters of the Massachusetts Laborers' Benefit Funds, the Employer shall promptly submit such documentation to the auditor by regular mail, electronic mail, or courier service, at the Employer's expense. If the Employer refuses to submit documentation by regular mail, electronic mail, or courier service, and the auditor is required to travel to the Employer's location for the purpose of the audit, the Employer shall be responsible for all expenses included for such travel, including without limitation reasonable airfare or driving mileage, lodging, meals, and other reasonable travel expenses.

**Section 6.** Estimating – In the event the Employer fails to submit its monthly remittance reports on contributions for more than two months and/or if the Employer fails to submit to an audit within a reasonable period of time not to exceed 21 calendar days after receiving an audit demand, the Trustees or their authorized representatives may determine, in their sole discretion, that the Employer's monthly hours subject to contributions for each unreported or unaudited month are the highest number of employee hours for any month during the most recent twelve months audited, or during any of the last twelve months for which the Employer reported contributions, whichever monthly number of hours is greater. For the sake of clarity, the Trustees and their authorized representatives may use the current contribution rates applicable to said audit and/or report period. Prior to making the determination, the Trustees or their authorized representatives shall provide the Employer written notice advising the Employer that such determination shall be made if the Employer does not submit its reports or allow an audit within 7 days of the date of the notice, or a longer time period if requested by the Trustees or their authorized representatives. Once the Trustees or their representatives make such a determination, the amount of contributions so computed shall be binding on the Employer, and the Trustees and their authorized representatives shall be entitled to collect such contributions with all rights and remedies as provided hereunder unless such estimate is greater than the amount the contractor actually owes in which case the fund must credit the employer for the excess contributions. Further, nothing herein shall waive or otherwise restrict the Trustees and their authorized representatives' rights from commencing legal proceedings to collect contributions and/or compel an audit of the Employer. Finally, nothing herein shall waive or otherwise restrict the Trustees and their authorized representatives' right to collect additional contributions from the Employer in the event said audit and/or said reports for the applicable time period indicate that the Employer owes additional contributions beyond those that had previously been assessed in the determination described above.

**Section 7.** Executive Director – The Employer shall remit all contributions and dues required under this Agreement to the Executive Director of the Massachusetts Laborers' Benefit Funds, including, without limitation, contributions for the Massachusetts Laborers' Health and Welfare, Pension, Annuity, Legal Services, Unified Trust Funds, the New England Laborers' Health and Safety, Training, and Labor-Management Cooperation Trust Funds, Dues, and Laborers' Political League deductions. The Executive Director shall serve as the collection agent for all such contributions, dues and deductions. In this capacity, the Executive Director shall be a fiduciary and shall have discretionary authority and control to pursue delinquencies, conduct audits, litigate and arbitrate disputes, and perform all

other actions necessary and appropriate for collecting contributions on behalf of the Funds, provided however that the Executive Director shall be subject to the final say and authority of the Board of Trustees of said Funds in whatsoever manner they deem appropriate.

## **ARTICLE XIX**

### **FAVORED NATIONS CLAUSE**

The Union agrees that if, during the life of this Agreement, it or its Local grants to any other Employer on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the “Association” under this Agreement and the Union or its Local shall immediately notify the “Association” of any such concession.

## **ARTICLE XX**

### **WORK JURISDICTION**

### **COVERAGE AND DESCRIPTION OF BUILDING WRECKING AND ENVIRONMENTAL REMEDIATION LABORERS’ SPECIALIST WORK**

The Employer acknowledges the Union’s claim of jurisdiction and trade autonomy over all traditional Laborers’ 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:

*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 manually controlled robotic equipment and devices utilizing new and/or enhanced technology to perform the traditional work of the wrecking laborer. 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 onsite operation of ultra-high pressure water jet cutting tools, shall be the work of the wrecking laborer. The operation of lightowers,



all compressors and pumps regardless 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. All dust control operations, including but not limited to, the handling and operation of any fire hose(s), all other water hose(s), misters, all other apparatus of any kind used for the discharging of water for dust control purposes shall be the work of the wrecking laborer. The parties recognize that the local fire chief may assert jurisdiction over some of the above work. (The connecting of fire hose, operating the fire hydrant, etc.).

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 boilers, chillers, AHUs, radiators, cooling towers, or any other units/systems that have been made safe for removal and disposal shall be the work of the wrecking laborer. 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.

It is further agreed that prior to turnover of the wrecking or related environmental remediation project 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 environmental remediation specialist laborer who shall receive specialized LIUNA training. Prior to turnover of the above projects 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.

**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".

## **ARTICLE XXI** **SEVERAL LIABILITY**

***Section 1.*** The obligation of each Employer member of the Associations shall be several and not joint. This Agreement shall be binding upon each Employer signatory hereto and its successors and assigns, and no provisions contained or incorporated herein shall be nullified or affected in any manner as a result of any consolidations, sale, transfer, assignment, or any combination or other disposition of the Employer.

***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 notice thereof from either of the Associations. The Massachusetts & Northern New England Laborers' District Council agrees that upon the receipt of notice from either Association, parties to this Agreement, of any unauthorized act by a Local Union, it will exercise all of its authority to correct the same and furnish evidence thereof to the Association.

**Section 3.** The obligation of Local Union 1421, affiliated with the Massachusetts & Northern New England Laborers' District Council, shall be several and not joint.

**Section 4.** The "Association" shall not be responsible for any unauthorized act committed by one of its members unless either of the Associations has ordered, ratified or condoned such act after notification thereof from the Council. The Associations agree that upon the receipt of such notice from the Council of any unauthorized act of a member contractor, it will exercise all of its authority to correct the same and furnish evidence thereof to the Council.

## **ARTICLE XXII**

### **CONSTRUCTION MANAGER**

Whenever any signatory contractor performs work as a management consultant, construction manager, program manager, developer, owner/builder or solicits bids from subcontractors, considers proposals submitted by subcontractors, or coordinates work performed by subcontractors it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement, with respect to all jobsite work, including, but not limited to assuring that all work covered by this Agreement is performed by contractors that are parties to a collective bargaining agreement with the Union, provided, however, this provision shall not apply to any affiliated development company or to an entity that does not manage and/or coordinate the construction contracts or construction work and that does not select subcontractors. Provided further that this provision shall not apply to work outside the scope of the construction manager's contract with the outside owner or developer of the project. The employer recognizes that the Union, pursuant to the National Labor Relations Act, has the right to request that the Employer provide it with information relating to whether it manages and/or coordinates contracts or work or selects subcontractors.

## **ARTICLE XXIII**

### **NO STRIKE CLAUSE**

There shall be no strike or lockouts during the term of this Agreement, except that if there is a strike by any other Union representing the employees, it shall not be a violation of this clause if the employees covered by this contract refuse to enter the job site during the strike.

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, slowdowns 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 delinquent Employer and the General Contractor *or*
5. The failure of the Employer to pay wages provided herein.

## **ARTICLE XXIV**

### **PROCEDURE FOR ADJUSTMENT OF DISPUTES AND ARBITRATION**

**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 been*

*known, whichever is later*, shall be forever barred. If the dispute is not settled at this conference, it shall be subject to arbitration.

**Section 3.** Arbitration Procedure. Both parties to this Agreement agree to settle all disputes or grievances involving or arising out of the interpretation or application of the provisions of this Agreement, except for jurisdictional disputes or as otherwise provided herein, to an Arbitration Board that shall be composed of two arbitrators selected by each party. The party submitting the issue to arbitration shall notify the other party at once in writing, and a meeting to consider and to act in the matter shall take place within fifteen (15) days. Work is to be continued during the arbitration. If a tie vote exists, then an arbitrator, mutually agreed by both parties, shall be chosen by them, to whom the matter in dispute shall be referred, and whose decision shall be final and binding on both sides. If an impartial arbitrator cannot be agreed upon within five (5) days, the arbitrator shall be appointed by the American Arbitration Association and the arbitration will be conducted under the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall not have the power to amend, add to or alter the provisions of this Agreement and his or her decision will be final and binding on both sides. The cost of the arbitration will be equally borne by both parties. The above time limits may be extended by mutual agreement of the parties. A non-association employer whose actions are subject of a Grievance shall have no say in extending the deadlines.

**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 wrecking takedown and related environmental performed under this agreement in Massachusetts, shall be performed under the terms and conditions of this Agreement. All work in Maine, New Hampshire and/or Vermont, performed by members of Local Union 1421, shall also be performed under this Agreement and paid at the applicable Massachusetts Zone 1 wage and benefit rates. (See "Appendix A").

All work in Maine, New Hampshire and/or Vermont, performed by members of Local Unions 327, 976 and/or 668, who are hired to supplement the Employer's

workforce, shall be performed under the terms and conditions of this Agreement. The wages and benefits paid to the above members of Local Unions 327, 976 and/or 668 shall be paid 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 being performed. (See Appendix "B"). However, nothing herein shall prevent an Employer from electing to provide its above Northern New England Laborers the Massachusetts the wages and benefits 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**

### **EMPLOYMENT OF LABORERS**

Whenever the Employer signatory to this Agreement intentionally employs its laborers, covered by this Agreement, under the name of an affiliated company that is not signatory to this Agreement, those employees must be paid wages and benefits according to this Agreement.

**ARTICLE XXVIII**  
**TERMINATION OF AGREEMENT**

This Agreement will expire on May 31, 2029 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, 2029 and March 31, 2029 that it desires a change after May 31, 2029, then this Agreement shall continue in effect until May 31, 2030 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, 2029 and March 31, 2029, 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 as follows:

The Massachusetts Building Wreckers  
and Environmental Remediation  
Specialists Association, Inc.

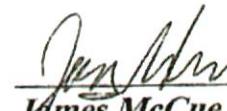


*David P. Pearson, President*

Massachusetts & Northern New  
England Laborers' District Council in  
behalf of LIUNA Local Union 1421



*Joseph Bonfiglio, Business Manager  
Massachusetts & Northern New  
England Laborers District Council*



*James McCue  
President/Business Mgr. Local 1421*

Date: 6-28-2024

Date: 7/1/24



## ASBESTOS REMOVAL MEMORANDUM

This Special Memorandum was originally entered into on July 12, 1991, and is reaffirmed, with a new effective date of June 1, 2024, by and between the undersigned parties and shall apply on all asbestos removal projects.

1. Masks and all other equipment used in the removal of asbestos must meet the requirements of the regulations governing the industry.
2. Employees will be required to observe the regulations when leaving encapsulated areas for any reason.
3. Employer must provide shower facilities with hot water.
4. When necessary, lunch periods will be staggered to allow employees time for clean up.
5. All employees laid off after 5:00 PM, must be paid by noon of the next day.
6. If a shift ends between 12:00 Midnight and 5:00 AM, consideration must be given to transportation for the employees.
7. Employer will furnish lockers or other means to safeguard the personal belongings of employees.


This Memorandum shall be in full force and effect for a period of four (5) years from the date of signature and shall continue from year to year thereafter unless sixty (60) days Notice of Termination is given by either party in accordance with the terms of Article XXVIII of the 2024-2029 Agreement.

The Massachusetts Building Wreckers  
and Environmental Remediation  
Specialists Association, Inc.



**David P. Pearson, President**

Massachusetts & Northern New  
England Laborers' District Council in  
behalf of LIUNA Local Union 1421

  
**Joseph Bonfiglio, Business Manager**  
**Massachusetts & Northern New**  
**England Laborers District Council**  
**James McCue**  
**President/Business Mgr. Local 1421**

Date: 6-28-2024

Date: 7/1/24

## **Memorandum of Understanding Drug Abuse Prevention and Detection**

The parties recognize the problems which drug abuse have created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require applicants or employees to undergo drug screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.
2. All applicants or newly hired employees will undergo a drug screen at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant or employee who takes and passes the drug screen test for all the time it takes to undergo the drug screen up to a maximum of two (2) hours travel time plus lab time. This paragraph shall not apply to applicants who have worked for the Employer within the prior eighteen (18) months of the date of application for reemployment.
3. Applicants not passing the drug screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug screen.
4. The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job safely. This provision shall be applied in a non-discriminatory manner. Authorized Employer's Representative(s) will administer the program in a fair and confidential manner.

The results of the test shall not be made known to any person other than the employee and the employee's Supervisory or other authorized Employer's representative. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a presumption that the test result would have been positive for an unlawful substance.

5. An Employer may require that an employee who contributed to an accident be tested for drugs where the Employer has reasonable cause to believe that the accident resulted from drug usage.

6. Drug testing of Employees will be administered as required by Law, or the Project Owner, or the Employer's Insurance Policy. This provision shall apply to all Laborers working for the Signatory Contractor. A General Contractor's or Construction Manager's drug testing program may be applied to a Subcontractor's employees who are assigned to a jobsite, which has been deemed a substance abuse testing jobsite by the General Contractor or Construction Manager. All employees will be notified of the testing requirement, prior to being assigned to the testing jobsite, and no employee will be laid off or penalized for declining to be sent to the testing jobsite provided alternative work is available.

7. It is understood that the abusive use of prescribed medication, or when the use of the prescribed medication impairs the employee's ability to perform work safely, the employee will be dismissed.

8. A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immuncassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before final action can be taken against the employee or applicant. The parties recognize that in most cases the employer will not be aware of any positive results arising from an initial test until after the results of the confirmation test are made known; however should the employee be suspended based on any initial test results and the confirmation test indicates that the initial test was erroneous and the confirmation test is negative, the employee shall be reinstated with all lost earnings. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Testing standards for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

9. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.

10. Any dispute which arises under this drug policy shall be subject to a fair and reasonable review before a Drug Abuse Hearing Board.

11. In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug policy, the Employer will notify the interested unions in writing prior to implementing such policy.

12. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

13. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

14. This policy became effective JUNE 1, 1991, and was reaffirmed without modification on November 25, 2013. This policy was subsequently reaffirmed with an amendment to Section 6 and a new effective date of July 1, 2016. This policy was most recently reaffirmed, without modification, with a new effective date of June 1, 2024.

The Massachusetts Building Wreckers  
and Environmental Remediation  
Specialists Association, Inc.




**David P. Pearson, President**

Massachusetts & Northern New  
England Laborers' District Council in  
behalf of LIUNA Local Union 1421



**Joseph Bonfiglio, Business Manager  
Massachusetts & Northern New  
England Laborers District Council**



**James McCue  
President/Business Mgr. Local 1421**

Date: 6-28-2024

Date: 7/1/24

## **SIDE LETTER OF AGREEMENT**

### **INDUSTRY SUBCOMMITTEE TO REVIEW MARKET RECOVERY ISSUES, RESIDENTIAL CONSTRUCTION ISSUES AND NORTHERN NEW ENGLAND ISSUES**

This Side Letter of Agreement is made by and between the Massachusetts Laborers' District Council (hereafter “the Union”) and the Massachusetts Building Wreckers’ and Environmental Remediation Specialists Association, Inc. (hereafter “the Association”).

WHEREAS the Union and the Association recognize and acknowledge that it is in their mutual best interest to identify, review and attempt to mutually resolve several issues, raised during the negotiations, involving Market Recovery, Residential Construction, and the future of the industry in the Northern New England States of Maine, New Hampshire and Vermont, the parties hereto shall establish an Industry Subcommittee to address the above issues.

The parties hereto agree that the Industry Subcommittee shall consist of four (4) members and that the two (2) Union members of the Subcommittee shall be its Chairman, District Council Business Manager Joseph C. Bonfiglio, and a second Union representative designated by LIUNA Regional Manager Dan Bianco. The parties further agree that the Association shall designate two of its members to serve as the two (2) Employer members of the Industry Subcommittee.

The Industry Subcommittee shall report its findings and recommendations to the Union and the Associations on or before May 31, 2021. All mutually agreed upon recommendations shall be incorporated into the parties’ Collective Bargaining Agreement.

Signed and sealed by us as indicated:



The Massachusetts Building Wreckers  
and Environmental Remediation  
Specialists Association, Inc.



**David P. Pearson, President**

Date: 6-28-2024

Massachusetts & Northern New  
England Laborers' District Council in  
behalf of LIUNA Local Union 1421



**Joseph Bonfiglio, Business Manager  
Massachusetts & Northern New  
England Laborers District Council**



**James McCue  
President/Business Mgr. Local 1421**

Date: 7/1/24

**SIDE LETTER OF AGREEMENT - ALTERNATIVE DISPUTE  
RESOLUTION PROCEDURES FOR  
WORKERS' COMPENSATION CLAIMS**

This Side Letter of Agreement is made by and between the Massachusetts Laborers' District Council (hereafter "the Union") and the Massachusetts Building Wreckers' and Environmental Remediation Specialists Association, Inc. (hereafter "the Association").

WHEREAS the parties hereto recognize and acknowledge that the escalation of costs arising from Workers' Compensation is a matter of mutual concern and that the parties share a mutual interest in taking effective measures to reduce such costs, the parties agree to cooperate with one another and with other building trades unions to develop a plan for the disposition of such claims through a mechanism for alternative dispute resolution, and other such plans allowed by applicable law including, but not limited to, MGL 152, Section 10C. This cost saving plan shall be the one of the subjects of review by the parties' agreed-upon Chairman's Committee.



Signed and sealed by us as indicated.

The Massachusetts Building Wreckers  
and Environmental Remediation  
Specialists Association, Inc.



***David P. Pearson, President***

Massachusetts & Northern New  
England Laborers' District Council in  
behalf of LIUNA Local Union 1421

  
***Joseph Bonfiglio, Business Manager  
Massachusetts & Northern New  
England Laborers District Council***  
***James McCue  
President/Business Mgr. Local 1421***

Date: 6-28-2024

Date: 7/1/24

## **SCHEDULE I**

### **SIGNATORY BUILDING WRECKERS AND ENVIRONMENTAL REMEDIAION SPECIALIST EMPLOYERS 2024**

LVI Environmental  
401-S Second Street  
Everett, MA 02149

Wrecking Corp. of America  
St. Louis, Inc.  
370 Wheeler Avenue  
Alexandria, VA 22304

Deprizio Paving & Construction, Inc.  
248 Everett Avenue  
Chelsea, MA 02150

Superior Abatement, Inc.  
590 Washington St., Unit B  
Pembroke, MA 02359

Manafort Bros., Inc.  
New Britain Avenue  
Plainville, CT 06062

Costello Dismantling  
2 Rocky Gutter  
Middleboro, MA 02346

J. M. Cashman, Inc.  
77 Federal Avenue  
Quincy, MA 02169

RSG Contracting Corp.  
96 Stedman St.  
Lowell, MA 01851

S & R Demolition Corp.  
P.O. Box 1306  
Lowell, MA 01853

T&D Construction Services, Inc.  
199 Raleigh Tavern Lane  
No. Andover, MA 01845

Environmental & Demo Services  
15 Union St., #403  
Lawrence, MA 01840

SMI  
823 Pleasant St.  
Norwood, MA 02062

McConnell Enterprises  
60 Garden Park  
Braintree, MA 02184

M & D Construction  
43 Rivalet St.  
Woonsocket, RI 02895

C L Vinagro Corp  
2208 Plainfield Pike  
Johnston, RI 02919

CRB Demolition  
306 Partridge Mill Rd.  
Charlton, MA 01507



Cutting Edge Environmental  
58 Mellen Street  
Hopedale, MA 01747

Environmental Remed Serv  
311 Rotterdam In Pk, Bldg 3  
Schenectady, NY 12306

JDC Demolition Company  
338 Howard Street  
Brockton, MA 02302

NCM Contracting Group  
8160 304<sup>th</sup> Avenue SE  
Preston, WA 98027

New Roads Environmental  
338 Howard Street  
Brockton, MA 02302

Select Demo Services, LLC.  
40 Lowell Road, Building 2  
Salem, NH 03079

Select Demo Service  
1 Delaware Drive  
Salem, NH 03079

NorthStar Contracting Group, Inc.  
401-S 2<sup>nd</sup> Street  
Everett, MA 02419

McConnell Enterprises, Inc.  
P.O. Box 187  
Essex, MA 01929

A A Asbestos Abatement Co Inc  
R-1307 Hartford Avenue  
Johnston, RI 02919

Aaxiom Concrete Sawing LLC  
350 Manley Street  
W Bridgewater, MA 02379

American Environmental Inc.  
18 Canal Street  
Holyoke, MA 01040

Atlantic Coast Dismantling  
155 Crescent Avenue  
Chelsea, MA 02150

Boston Demolition Service Co  
144 Gould Street, Suite 130  
Needham, MA 02494

Brandenburg Ind Ser  
501 West Lake Street, Suite 104  
Elmhurst, IL 60126

Essex Newbury North  
65 Parker Street, Suite 5  
Newburyport, MA 01950

Evergreen Environmental, Inc.  
16 Pheasant Run  
Belchertown, MA 01007

# APPENDIX A MASSACHUSETTS WAGE RATES AND CLASSIFICATIONS

**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 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

*\*Dues and LPL are Deducted from Wages*

	12/1/2023	6/10/2024	12/2/2024	6/2/2025	12/1/2025	6/1/2026	12/7/2026	6/7/2027	12/6/2027	6/5/2028	12/4/2028
<b>INCREASE</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>	<b>1.60</b>	<b>1.60</b>	<b>1.68</b>	<b>1.67</b>
Group 1	44.48	45.53									
Group 2	45.23	46.28									
Group 3	45.48	46.53									
Group 4	40.48	41.53									
Group 5	43.58	44.63									
Group 6	44.48	45.53									
**H & W	9.65	9.65									
Pension	9.00	9.00									
Annuity	9.07	9.40									
NELL-MCT	0.15	0.15									
Unified Trust	0.50	0.50									
Training	0.80	0.90									
Legal	0.20	0.20									
Health & Safety	0.15	0.15									
MDIAP	0.10	0.10									
Total Fringes	29.62	30.05									
*DUES	(-1.66)	(-1.73)	(-1.73)	(-1.75)	(-1.75)	(-1.77)	(-1.77)	(-1.79)	(-1.79)	(-1.81)	(-1.81)
*LPL	(-0.07)	(-0.07)	(-0.07)	(-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 ( <i>Salvage Yard Only</i> )
Group 5	Yardman, Burners, Sawyers
Group 6	Asbestos, Toxic, Hazardous Waste, and Lead Paint

\*\*INCLUDES THE PREMIUM FOR CONTINUED HEALTH INSURANCE COVERAGE DURING PERIODS OF PFML.

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

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

7 Laborers' Way Fax (508) 435-7982

(508) 435-4164

Hopkinton, Massachusetts 01748

Fax (508) 435-7982

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

**STATE-WIDE WRECKING AGREEMENT**

**Environmental Work (ONLY)**

**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**

	12/1/2023	6/3/2024	12/2/2024	6/2/2025	12/1/2025	6/1/2026	12/7/2026	6/7/2027	12/6/2027	6/5/2028	12/4/2028
<b>INCREASE</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>	<b>1.60</b>	<b>1.60</b>	<b>1.68</b>	<b>1.67</b>
<b>**Wages</b>	<b>44.48</b>	<b>45.53</b>									
<b>***H &amp; W</b>	<b>9.65</b>	<b>9.65</b>									
<b>Pension</b>	<b>9.00</b>	<b>9.00</b>									
<b>Annuity</b>	<b>9.07</b>	<b>9.40</b>									
<b>NELL-MCT</b>	<b>0.15</b>	<b>0.15</b>									
<b>Unified Trust</b>	<b>0.50</b>	<b>0.50</b>									
<b>Training</b>	<b>0.80</b>	<b>0.90</b>									
<b>Legal</b>	<b>0.20</b>	<b>0.20</b>									
<b>Health &amp; Safety</b>	<b>0.15</b>	<b>0.15</b>									
<b>MDIAP</b>	<b>0.10</b>	<b>0.10</b>									
<b>Total</b>	<b>74.10</b>	<b>75.58</b>	<b>77.05</b>	<b>78.55</b>	<b>80.05</b>	<b>81.60</b>	<b>83.10</b>	<b>84.70</b>	<b>86.30</b>	<b>87.98</b>	<b>89.65</b>
<b>*DUES</b>	<b>(-1.66)</b>	<b>(-1.73)</b>	<b>(-1.73)</b>	<b>(-1.75)</b>	<b>(-1.75)</b>	<b>(-1.77)</b>	<b>(-1.77)</b>	<b>(-1.79)</b>	<b>(-1.79)</b>	<b>(-1.81)</b>	<b>(-1.81)</b>
<b>*LPL</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>

**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)

	12/1/2023	6/3/2024	12/2/2024	6/2/2025	12/1/2025	6/1/2026	12/7/2026	6/7/2027	12/6/2027	6/5/2028	12/4/2028
<b>INCREASE</b>	<b>0.90</b>	<b>1.33</b>	<b>1.33</b>	<b>1.39</b>	<b>1.38</b>	<b>1.44</b>	<b>1.44</b>	<b>1.45</b>	<b>1.45</b>	<b>1.50</b>	<b>1.50</b>
<b>**Wages</b>	<b>37.95</b>	<b>38.62</b>									
<b>***H &amp; W</b>	<b>9.65</b>	<b>9.65</b>									
<b>Pension</b>	<b>9.00</b>	<b>9.00</b>									
<b>Annuity</b>	<b>8.20</b>	<b>8.76</b>									
<b>NELL-MCT</b>	<b>0.15</b>	<b>0.15</b>									
<b>Unified Trust</b>	<b>0.50</b>	<b>0.50</b>									
<b>Training</b>	<b>0.80</b>	<b>0.90</b>									
<b>Legal</b>	<b>0.20</b>	<b>0.20</b>									
<b>Health &amp; Safety</b>	<b>0.15</b>	<b>0.15</b>									
<b>MDIAP</b>	<b>0.10</b>	<b>0.10</b>									
<b>Total</b>	<b>66.70</b>	<b>68.03</b>	<b>69.36</b>	<b>70.75</b>	<b>72.13</b>	<b>73.57</b>	<b>75.01</b>	<b>76.46</b>	<b>77.91</b>	<b>79.41</b>	<b>80.91</b>
<b>*DUES</b>	<b>(-1.66)</b>	<b>(-1.73)</b>	<b>(-1.73)</b>	<b>(-1.75)</b>	<b>(-1.75)</b>	<b>(-1.77)</b>	<b>(-1.77)</b>	<b>(-1.79)</b>	<b>(-1.79)</b>	<b>(-1.81)</b>	<b>(-1.81)</b>
<b>*LPL</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>

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

**\*\*\*INCLUDES THE PREMIUM FOR CONTINUED HEALTH INSURANCE COVERAGE DURING PERIODS OF PFML**

**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 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)

*\*Dues and LPL are Deducted from wages*

**WAGES & FRINGE BENEFITS**

	12/1/2023	6/3/2024	12/2/2024	6/2/2025	12/1/2025	6/1/2026	12/7/2026	6/7/2027	12/6/2027	6/5/2028	12/4/2028
<b>INCREASE</b>	0.63	1.20	1.20	1.25	1.25	1.30	1.30	1.40	1.40	1.50	1.50
<b>**Wages</b>	33.47	34.47									
<b>***H &amp; W</b>	9.65	9.65									
Pension	9.00	9.00									
Annuity	8.10	8.20									
Nell-MCT	0.15	0.15									
Unified Trust	0.50	0.50									
Training	0.80	0.90									
Legal	0.20	0.20									
Health & Safety	0.15	0.15									
MDIAP	0.10	0.10									
<b>Total</b>	<b>62.12</b>	<b>63.32</b>	<b>64.52</b>	<b>65.77</b>	<b>67.02</b>	<b>68.32</b>	<b>69.62</b>	<b>71.02</b>	<b>72.42</b>	<b>73.92</b>	<b>75.42</b>
<b>*DUES</b>	(-1.66)	(-1.73)	(-1.73)	(-1.75)	(-1.75)	(-1.77)	(-1.77)	(-1.79)	(-1.79)	(-1.81)	(-1.81)
<b>*LPL</b>	(-0.07)	(-0.07)	(-0.07)	(-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)**

Information will be posted at [www.Masslaborers.org](http://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)

	12/1/2023	6/1/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026	6/1/2027	12/1/2027	6/5/2028	12/4/2028
<b>INCREASE</b>	<b>0.81</b>	<b>1.19</b>	<b>1.18</b>	<b>1.24</b>	<b>1.23</b>	<b>2.04</b>	<b>1.29</b>	<b>1.30</b>	<b>1.30</b>	<b>1.35</b>	<b>1.35</b>
<b>**Wages</b>	<b>30.89</b>	<b>31.98</b>									
<b>***H &amp; W</b>	<b>9.65</b>	9.65									
Pension	<b>9.00</b>	9.00									
Annuity	5.41	5.41									
Nell-MCT	0.15	0.15									
Unified Trust	0.50	0.50									
Training	0.80	0.90									
Legal	0.20	0.20									
Health & Safety	0.15	0.15									
MDIAP	0.10	0.10									
<b>Total</b>	<b>56.85</b>	<b>58.04</b>	<b>59.22</b>	<b>60.46</b>	<b>61.69</b>	<b>63.73</b>	<b>65.02</b>	<b>66.32</b>	<b>67.62</b>	<b>68.97</b>	<b>70.32</b>
<b>*DUES</b>	(-1.66)	(-1.73)	(-1.73)	(-1.75)	(-1.75)	(-1.77)	(-1.77)	(-1.79)	(-1.79)	(-1.81)	(-1.81)
<b>*LPL</b>	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)

\*\*\*INCLUDES THE PREMIUM FOR CONTINUED HEALTH INSURANCE COVERAGE DURING PERIODS OF PFML.

# APPENDIX B

## MAINE, NEW HAMPSHIRE & VERMONT WAGE & BENEFIT RATES AND CLASSIFICATIONS

### 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)

### BUILDING & SITE CONSTRUCTION

Zone 1, Maine Jurisdiction of Local Union 327 Augusta, ME

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

\*Dues and LPL are Deducted from wages

\*\*Information will be posted at [www.Masslaborers.org](http://www.Masslaborers.org) when allocated

	12/1/2023	6/17/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026	6/1/2027	12/1/2027	6/1/2028	12/1/2028
Increases	0.75	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.77
Wages	21.90	23.30									
Health & Welfare	9.60	9.60									
Pension	9.00	9.00									
Annuity	1.12	1.12									
Training	0.15	0.25									
Unified Trust	0.25	0.25									
Legal	0.05	0.05									
MNVDC Target	0.00	0.00									
NELL-MCT	0.00	0.00									
Health & Safety	0.00	0.00									
MCAP	0.00	0.00									
Total	42.07	43.57	45.07	46.57	48.07	49.57	51.07	52.57	54.07	55.57	57.34
*Dues	(-1.24)	(-1.31)	(-1.31)	(-1.33)	(-1.33)	(-1.35)	(-1.35)	(-1.37)	(-1.37)	(-1.39)	(-1.39)
*LPL	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)

HEREIN IS INCREASED BEYOND THE ABOVE WAGE RATE(S) DURING THE TERM OF THIS AGREEMENT, THEN

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

\*\*\* NEW UNIFIED TRUST (\$0.25) COMMENCES , AND MCAP CEASES, ON 08/01/2020.  
LPL INCREASES TO (\$0.07) ON 06/01/2021

**MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL**  
**of the Laborers' International Union of North America, AFL-CIO**

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**BUILDING & SITE CONSTRUCTION**

**Zone 2 New Hampshire & Southern Maine**  
**Jurisdiction of Local 668 Hooksett, NH & Local 976 Portsmouth, NH**

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

*\* Dues and LPL are Deducted from wages*

**\*\*Information will be posted at [www.Masslaborers.org](http://www.Masslaborers.org) when allocated**

	12/1/2023	6/17/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026	6/1/2027	12/1/2027	6/1/2028	12/1/2028
Increases	0.90	0.94	0.94	0.98	0.98	1.02	1.02	1.06	1.06	1.11	1.10
Wages	25.40	26.24									
Health & Welfare	9.60	9.60									
Pension	9.00	9.00									
Annuity	2.68	2.68									
Training	0.15	0.25									
Unified Trust	0.25	0.25									
Legal	0.05	0.05									
MNVDC Target	0.00	0.00									
NELL-MCT	0.00	0.00									
Health & Safety	0.00	0.00									
MCAP	0.00	0.00									
<b>Total</b>	<b>47.13</b>	<b>48.07</b>	<b>49.01</b>	<b>49.99</b>	<b>50.97</b>	<b>51.99</b>	<b>53.01</b>	<b>54.07</b>	<b>55.13</b>	<b>56.24</b>	<b>57.34</b>
<b>*** Total (With Federal Security Clearance)</b>		<b>53.07</b>	<b>54.01</b>	<b>54.99</b>	<b>55.97</b>	<b>56.99</b>	<b>58.01</b>	<b>59.07</b>	<b>60.13</b>	<b>61.24</b>	<b>62.34</b>
<b>*Dues</b>	<b>(-1.24)</b>	<b>(-1.31)</b>	<b>(-1.31)</b>	<b>(-1.33)</b>	<b>(-1.33)</b>	<b>(-1.35)</b>	<b>(-1.35)</b>	<b>(-1.37)</b>	<b>(-1.37)</b>	<b>(-1.39)</b>	<b>(-1.39)</b>
<b>*LPL</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>

WORK HEREIN IS INCREASED BEYOND THE ABOVE WAGE RATE(S) DURING THE TERM OF THIS

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

**\*\*\* NEW UNIFIED TRUST (\$0.25) COMMENCES , AND MCAP CEASES, ON 08/01/2020.**  
**LPL INCREASES TO (\$0.07) ON 06/01/2021**

**MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL**  
**of the Laborers' International Union of North America, AFL-CIO**

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**Hopkinton, Massachusetts 01748**

**Fax (508) 435-7982**

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

**BUILDING & SITE CONSTRUCTION**

**ZONE 3 Vermont Jurisdiction of Local 668 Hooksett, NH**

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

*\* Dues and LPL are Deducted from wages*

**\*\*Information will be posted at [www.Masslaborers.org](http://www.Masslaborers.org) when allocated**

	12/1/2023	<b>6/17/2024</b>	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026	6/1/2027	12/1/2027	6/1/2028	12/1/2028
Increases	<b>0.75</b>	<b>6.67</b>	<b>0.94</b>	<b>0.98</b>	<b>0.98</b>	<b>1.02</b>	<b>1.02</b>	<b>1.06</b>	<b>1.06</b>	<b>1.11</b>	<b>1.10</b>
Wages	<b>21.88</b>	<b>26.24</b>									
Health & Welfare	<b>9.60</b>	<b>9.60</b>									
Pension	<b>9.00</b>	<b>9.00</b>									
Annuity	<b>0.47</b>	<b>2.68</b>									
Training	<b>0.15</b>	<b>0.25</b>									
Unified Trust	<b>0.25</b>	<b>0.25</b>									
Legal	<b>0.05</b>	<b>0.05</b>									
NELL-MCT	<b>0.00</b>	<b>0.00</b>									
Health & Safety	<b>0.00</b>	<b>0.00</b>									
MCAP	<b>0.00</b>	<b>0.00</b>									
<b>Total</b>	<b>41.40</b>	<b>48.07</b>	<b>49.01</b>	<b>49.99</b>	<b>50.97</b>	<b>51.99</b>	<b>53.01</b>	<b>54.07</b>	<b>55.13</b>	<b>56.24</b>	<b>57.34</b>
<b>*Dues</b>	(-1.24)	<b>(-1.31)</b>	(-1.31)	<b>(-1.33)</b>	(-1.33)	<b>(-1.35)</b>	(-1.35)	<b>(-1.37)</b>	(-1.37)	<b>(-1.39)</b>	(-1.39)
<b>*LPL</b>	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)

HEREIN IS INCREASED BEYOND THE ABOVE WAGE RATE(S) DURING THE TERM OF THIS AGREEMENT, THEN

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

**\*\*\* NEW UNIFIED TRUST (\$0.25) COMMENCES , AND MCAP CEASES, ON 08/01/2020.**  
**LPL INCREASES TO (\$0.07) ON 06/01/2021**

**AS OF JUNE 1, 2024, ZONE 3 RATES WILL BE REFLECTIVE OF ZONE 2 RATES.**