

**COLLECTIVE BARGAINING AGREEMENT
(MASSACHUSETTS HEAVY & HIGHWAY)**

**Hoisting and Portable Engineers
International Union of Operating Engineers - AFL-CIO**

Locals 98,98A, 98B and 98R

and the

**LABOR RELATIONS DIVISION OF THE
CONSTRUCTION INDUSTRIES OF
MASSACHUSETTS**

June 1, 2020 through May 31, 2024

THIS AGREEMENT made this First day of June 2020 by and between the LABOR RELATIONS DIVISION OF THE CONSTRUCTION INDUSTRIES OF MASSACHUSETTS, hereinafter called the "Association" on behalf of its members, each of which members is hereinafter designated as the "Employer", along with individual signatory contractors and THE HOISTING & PORTABLE ENGINEERS, LOCAL 98, 98A, 98B, and 98R, INTERNATIONAL UNION OF OPERATING ENGINEERS, A.F.L.-C.I.O., hereinafter designated the "Union".

PREAMBLE

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

SCOPE OF EMPLOYMENT

The terms of this Agreement shall apply to all work within the jurisdiction of the Union in connection with all operations usually undertaken by the Highway and Heavy Construction Industry, including but not limited to highway, heavy and utility construction on roads, streets, alleys, sidewalks, parkways, parking areas, airports, bridle paths, athletic fields, highway and railroad bridges, asphalt plants, aggregate processing plants, tunnels, water treatment plants, sewage treatment plants, subways, driveways, grade separation involving highways, conduits, service mains, sewers in trenches, foundations other than used exclusively in building construction, earth dams, snow removal, flood control projects, filter beds and filtration plants, including the assembly, operation and maintenance of all equipment (including Helicopters used for hoisting materials or equipment), vehicles and facilities used in connection with and serving the aforementioned work and services except when the matter of repairs is such that they cannot be made by employees. There shall be excluded, however, from this Agreement all building construction, oil terminals, piers, docks and marine construction.

TERRITORIAL JURISDICTION

Massachusetts: Berkshire, Franklin, Hampshire and Hampden Counties. Also the western part of Worcester County to a demarcation line formed by the eastern boundaries of the following townships: Sturbridge, Brookfield, East Brookfield, North Brookfield, Oakham, Barre, Templeton and Winchendon.

RECOGNITION, UNION SECURITY AND JOB REFERRALS

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

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereinafter shall become and remain members in good standing of the Union as a condition of employment on and after the eighth day following the beginning of their employment, or on and after the eighth day following the effective date of this Agreement, whichever is the later.

When the Employer needs additional employees, he shall notify the Union, whenever possible, of all such openings and the job requirements, at least forty-eight (48) hours (Saturday and Sunday excluded) before filling such openings, and the Employer shall give the Union equal opportunity with all other sources of applications, to refer qualified applicants for such job openings. Selection of all applicants for job openings shall not be based on or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership policies or requirements, but all such applicants that become employees shall be subject to all the terms of this Agreement.

The Employer shall be the judge as to the qualifications of all applicants for job openings and shall retain the right to reject any job applicant, but on filling job openings shall immediately notify the Union of its selection of the applicant for the job.

Notices of Union security where required by law shall be posted at regular places of employment.

The Employer signed below, engaged in the building and/or construction industry, recognizes the Union as the sole and exclusive majority status representative of the bargaining unit provided for herein (commonly called operating engineers) employed by the Employer. This recognition is based on the Union's having shown, or having offered to show an evidentiary basis of its majority support.

On the basis of such majority support and pursuant to Section 9 (a) of the National Labor Relations Act (as amended), the Employer confirms the Union as the sole and exclusive bargaining agent for the unit of operating engineers (as defined herein) in the employ of the Employer, which shall include the Employer's present and future job sites.

On the date this collective bargaining agreement is effective, this recognition is granted which shall include any amendments, extensions and successor Agreements. The Employer will not attempt to void or cancel the Agreement at any time because it has varied the size of the workforce or reduced the workforce to one or fewer employees.

HOLIDAYS

All Employees employed on a straight time rate of pay shall be entitled to the following holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, or the days on which these are observed. On these days, the employees will receive eight (8) hours' pay as Holiday Pay regardless of what day the Holiday falls on. An employee ordered to report on such Holidays shall receive a minimum of eight (8) hours at time and one-half, in addition to his Holiday Pay.

An employee working on broken time or daily basis shall be paid holiday pay at broken time or daily rate for a holiday falling within the regular work week, or on Saturday, provided he has worked a total of three (3) days within the week in which the holiday occurs, and, provided further, that he was on the payroll immediately preceding the holiday. If required by the employer, he shall work the day before and the day after the holiday.

HOURS

The regular work day shall consist of eight (8) hours, work to start not earlier than 6:00 AM. All work done in excess of eight (8) hours per day shall be at the overtime rate.

On jobs where two (2) shifts are to be employed, the starting time of each shift will be mutually agreed upon before commencement of work, and such starting time shall continue for at least five (5) consecutive days; any change to commence the next Monday.

On jobs where three (3) shifts are to be employed, the first shift shall start at 8:00 A.M. Monday, the second shift at 4:00 P.M., and the third shift at 12:00 Midnight, and the last shift shall have completed a forty (40) hour week by 8:00 A.M. the following Saturday. All work between 8:00 A.M. Saturday and 8:00 A.M. Sunday shall be paid for at the rate of time and one-half, and all work between Sunday 8:00 A.M. and Monday 8:00 A.M. shall be paid at the rate of double time, provided it is on a three (3) shift operation. Each shift shall include one-half hour period for lunch. Prior to a three (3) shift operation, the parties agree to meet in a pre job conference for the purpose of mutually agreeing to amend the above starting time and shift hours for each shift.

The regular work week shall be forty (40) hours, eight (8) hours each day Monday through Friday. Time and one-half shall be paid for all overtime except as hereinafter set forth. Double time shall be paid for all work performed on Sundays. Double time shall be paid for overtime for work indispensable to any operation upon which men of any other trade then working are being paid double time.

Employees shall be guaranteed forty (40) hours work per week, Monday through Friday. In the event they shall not work one day during the regular work week because of inclement weather, they may work a make-up day on Saturday, which make-up day shall be considered as part of the forty (40) hour guarantee.

An employee working on straight time shall be guaranteed forty (40) hours work. After working forty (40) hours -he-may notwithstanding the provision herein before contained, be laid off at any time and paid at the time laid off only for the days he has worked, provided the machine he is operating is not used on the particular job for a period of five (5) calendar days, including Saturday and Sunday.

If the Awarding Authority or Development Owner or weather conditions prevent work on any particular project, the show-up pay provisions currently applicable only to broken time employees will apply for a maximum of five (5) days per year for each Employer and no more than one (1) day in any week. No bargaining unit shall have this condition (five (5) days per year) occur more than five (5) times. A protocol will be agreed upon in order to determine that this limitation does not occur to a Bargaining Unit employee more than five (5) times per year.

Employees working at broken time rates shall report unless otherwise instructed, on the previous day, not to do so and will be paid as follows:

For reporting but not starting, they shall receive two (2) hours pay.

For starting work, they shall receive four (4) hours pay.

For continuing beyond the fourth hour, they shall receive eight (8) hours pay.

In the event that employees are ordered out for work on a Saturday or Sunday, at premium time, they shall be paid as follows:

- a. For reporting but not starting, they shall receive four (4) hours pay at premium rates.
- b. For work continuing beyond the fourth (4th) hour, they shall be paid for actual time worked.

Employees engaged in test pile work which precedes the start of a job shall receive not less than three (3) days pay unless work extends beyond the third day in which case a full week's wages shall be paid. In cases where the general contract limits the hours to be worked, the Employer may work an eight (8) hour off shift, inclusive of lunch period, at straight time rates.

Four ten (4-10's) hour days will be allowed, with no overtime penalty when the Awarding Authority or construction owner prohibits the contractor from working a regularly scheduled work day.

Four ten (4-10's) hour days will be allowed in a week in which a Holiday falls. The employee shall receive ten (10) hours pay for the Holiday at straight time rates. There will be no Saturday make-up day. Friday will be considered the make-up day when working a four ten (4-10) shift.

All remote controlled equipment, normally manned by Operating Engineers will be assigned to Operating Engineers.

CLASSIFICATIONS AND RATES

1. Bulldozer, Shovels, Backhoes, Trenching Machines, Elevating Graders, Belt-type Loaders, Gradalls, Pile Drivers, Concrete Pavers, on site Processing Plant (Engineer in charge), Cableways, Foreman Mechanics, Shaft Hoists, Mucking Machines, Front End Loader-5 1/2 yards and over, Dual Pavers,-Automatic-Grader-Excavator (C.M.I. or equal), Scrapers towing pan or wagon, Tandem Dozers or Push Cats (2 units in tandem), Welder using semiautomatic Welding Machine, Foreman-Mechanic at Tunnel Heading; Shotcrete Machine, Tunnel Boring Machine, Combination Back Hoe-Loader--3/4 yard hoe or over, Jet Engine Dryer, Tree Shredder, Post Hole Digger, Post Hole Hammer, Post Extractor, Truck Mounted Concrete Pump with boom, Roto-Mill, Grader, Horizontal Drilling Machine, John Henry Rock Drill and similar equipment.

2. Rotary Drill (with mounted compressor), compressor House (3 to 6 Compressors), Rock and Earth Boring Machines (excluding McCarthy and similar drills), Front End Loaders--4 yards to 5 1/2 yards, Scraper--21 yards and over (struck load), Forklifts--7 ft. lift and over or 3 ton capacity and

over, Sonic Hammer Console, Reclaimers, Road Planer/Milling Machine, Cal Tracks, Ballast Regulators, Rail Anchor Machines, Switch Tampers, Asphalt Paver, Mechanic, Welder and Transfer Machine.

3. Scrapers--up to 21 yards (struck load) self-propelled or Tractor Drawn, Front End Loaders--up to 4 yards, Well Driller, Pumpcrete Machine, Engineer or Fireman on High Pressure Boiler (on job), Self-loading Batch Plant (on job), Well Point Operators, Electric Pumps used in well point system, Tireman, Pumps--16 inches or over total discharge, compressors (1 or 2) 900 cu. ft. and over, Powered Grease Truck, Tunnel Locomotives and Dinkys, Grout pumps, Hydraulic Jacks (jacking pipe, slip forms, etc.), Combination Back Hoe-Loader--up to 3/4 yard hoe, Hydro Vac Truck Operator, Articulated Trucks.

3A. Asphalt Rollers, Self-Powered Rollers and Compactors, Tractor without blade drawing sheeps foot roller, Rubber tire roller, Vibratory roller, or other type of compactors including machines for pulverizing and aerating soil, York Rake.

4. Hoists, Conveyors, Power Pavement Breaker, Self-propelled Material Spreader, Self-powered Concrete Finishing Machine, Two Bag Mixer with skip, McCarthy and similar Drills, Batch Plant (not self-loading), Bulk Cement Plant, 30KW or more Generators, Power Broom. Light Plants need not be manned but, if manned, must be manned by employees working under this Agreement.

5. Compressor (315 cu. ft. to 900 cu. ft., 1 or 2), Pumps--4" to 16" total discharge.

6. Compressor (up to 315 cu. ft.), Small Mixers with skip, Oiler, Pumps up to 4", Grease Truck, Helper on powered Grease Truck, Power Heaters, Welding Machines (when 3 or more welding machines are used, Classification 4 rate shall be paid), A-Frame Trucks, Forklifts--up to 7 ft. lift and up to 3 ton capacity, Hydro Broom, Parts man (in repair shop), Power Safety Boat, stud welder.

7. Truck Crane Crews may be employed on a daily basis of eight (8) hours.

8. Master Mechanic

9. Boom Lengths

10. Crawler and Truck Cranes, Dragline, Derricks, Clamshell, Tower Cranes, Self Propelled Hydraulic Cranes, Boom Truck.

11. On hazardous waste removal work on a site designated by a state or federal agency as a hazardous material Superfund site or on emergency response work requiring the removal of hazardous material, when an operator is engaged in the removal of hazardous material who has been trained and is certified to perform this type of work and who is required to wear level A, B or C personal protection during the performance of this work, the employee shall receive his regular hourly rate plus \$2.00.

12. On a site that requires an asbestos license the employee shall receive his/her regular hourly rate plus \$2.00

13. Mechanic Trainee/Class 2 Mechanic

Mechanic Trainee:

Definition:

A person who through technical training or schooling wishes to advance into the field of Heavy Equipment Mechanics and possesses some skills and knowledge in the mechanics field

STEP A

Starting wage 60% of class 2 rate

Must be employed one year from date of hire at 60% rate

Must obtain full mechanic tool set

Must obtain MA Hoisting License Class 2A-1C

Must obtain OSHA Forklift Certification

Must obtain OSHA 10 hr Certification

STEP B

All portions of step A Mechanic Trainee must be completed to advance to step B

Wage 70% of class 2 rate

Must obtain a CDL Class B Drivers license

All Mechanic trainees must be employed for 2 years from date of hire and complete all of the requirements of the Mechanic Trainee position to be moved to the Mechanic Class 2 classification

Class 2 Mechanic:

Definition:

A person who through their employment in the mechanical field along with technical training and schooling has proven their skills as a mechanic but wishes to advance into the field of Heavy Equipment Mechanics

STEP A

Starting wage 80 % of class 2 rate

Must be employed for one year from date of hire at 80% rate

Must possess a full mechanic tool set

Must possess or obtain 2A-1C MA Hoisting License

Must possess or obtain OSHA Forklift Certification

Must possess or obtain OSHA 10 hr Certification

Step B

All portions of step A Class 2 Mechanic must be completed to advance to step B

Wage 90% of class 2 rate

Must possess or obtain a CDL Class B Drivers license

Must be employed for 2 years from date of hire to advance to 100% of class 2 Mechanic

Classification and rate of pay

Class 1 Mechanic:

Definition:

A person who through his employment by a signatory contractor who has fulfilled all of the Class 2 Mechanic requirements and is recommended by the Master Mechanic and Employer to be classified as a Heavy Equipment Mechanic Class 1

Wage Rate: class 1 rate of pay as determined under the MA Heavy and Highway Agreement

Must obtain or possess a grade 1-B or greater Hoisting License when required by the Employer for the performance of his or her daily duties

Grand Father Clause:

All members currently employed under the MA Heavy and Highway Agreement as a Mechanic at class 2 rate will not be subject to the new hire Mechanic Trainee and Mechanic class 2 requirements

Rates: Straight Time Wages:

| | 12/1/2019 | 6/1/2020 | 12/1/2020 | 6/1/2021 | 12/1/2021 | 6/1/2022 | 12/1/2022 | 6/1/2023 | 12/1/2023 |
|---|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| TOTAL INCREASE | | \$0.80 | \$0.80 | \$0.87 | \$0.88 | \$0.92 | \$0.93 | \$1.00 | \$1.00 |
| CLASS | | | | | | | | | |
| 1 | \$35.40 | \$35.90 | \$36.40 | | | | | | |
| 2 | \$35.09 | \$35.59 | \$36.09 | | | | | | |
| 3 | \$34.87 | \$35.37 | \$35.87 | | | | | | |
| 3A | \$34.26 | \$34.76 | \$35.26 | | | | | | |
| 4 | \$31.64 | \$32.14 | \$32.64 | | | | | | |
| 5 | \$30.52 | \$31.02 | \$31.52 | | | | | | |
| 6 | \$28.58 | \$29.08 | \$29.58 | | | | | | |
| OPERATOR (DAILY) 7 | \$319.71 | \$323.71 | \$327.71 | | | | | | |
| OILER (DAILY) 8 | \$244.45 | \$248.45 | \$252.45 | | | | | | |
| MASTER MECHANIC 9 | \$36.89 | \$37.39 | \$37.89 | | | | | | |
| ALL CRANES 10 | \$38.90 | \$39.40 | \$39.90 | | | | | | |
| CLASS 10 - HOURLY RATES FOR BOOM LENGTH (INCLUDING JIB) | | | | | | | | | |
| OVER 150' | \$1.00 PER HOUR OVER THE CLASSIFICATION 10 RATE OF PAY | | | | | | | | |
| OVER 200' | \$2.50 PER HOUR OVER THE CLASSIFICATION 10 RATE OF PAY | | | | | | | | |
| OVER 250' | \$3.50 PER HOUR OVER THE CLASSIFICATION 10 RATE OF PAY | | | | | | | | |
| OVER 300' | \$4.50 PER HOUR OVER THE CLASSIFICATION 10 RATE OF PAY | | | | | | | | |
| OVER 350' | \$6.00 PER HOUR OVER THE CLASSIFICATION 10 RATE OF PAY | | | | | | | | |
| HEALTH & WELFARE | \$11.94 | \$12.14 | \$12.34 | | | | | | |
| PENSION FUND | \$10.95 | \$11.00 | \$11.05 | | | | | | |
| CENTRAL PENSION FUND | \$0.70 | \$0.70 | \$0.70 | | | | | | |
| TRAINING FUND | \$1.20 | \$1.15 | \$1.15 | \$1.15 | \$1.15 | \$1.15 | \$1.15 | \$1.15 | \$1.15 |
| ANNUITY FUND | \$2.70 | \$2.70 | \$2.70 | | | | | | |
| COOPERATIVE TRUST FUND / | | | | | | | | | |
| CIM ADVANCEMENT FUND | \$0.35 | \$0.40 | \$0.45 | \$0.50 | \$0.55 | \$0.60 | \$0.65 | \$0.70 | \$0.75 |
| NATIONAL TRAINING FUND | | \$0.05 | \$0.05 | \$0.05 | \$0.05 | \$0.05 | \$0.05 | \$0.05 | \$0.05 |

* Of the Cooperative Trust Fund .10 cents will be remitted to the Industry Advancement Fund.

Hazardous Waste and/or Asbestos License premium is two dollars (\$2.00) per hour.

The Union reserves the right to transfer certain amount from wages to fringe benefits upon thirty (30) days notice prior to the anniversary date. The employees may elect to transfer certain amounts from wages to the Health & Welfare Fund, Pension Fund, the Central Pension Fund and/or the Annuity Fund.

DEDUCTIONS:

Administrative Dues deduction, currently of 1.75% of total package or whatever amount the Union certifies in writing as the correct amount. In the event of a change, the Employer shall have thirty (30) days from the above certification to implement the changes

The Social Action Fund deduction, currently of ten cents (.10¢) per payroll hour or whatever amount the Union certifies in writing as the correct amount. In the event of a change, the Employer shall have thirty (30) days from the above certification to implement the change.

Employer contribution to the Cooperative Trust Fund shall be per rate schedule per hour paid. Of this ten cents (.10¢) will be remitted to the Industry Advancement Fund pursuant to the CIM Industry Advancement Program clause.

The Trustees of the Training Fund are to determine prior to January 1st of each year as to whether an additional contribution to the Training Fund will be required and will so recommend to the Employer Associations.

Registered Apprentice Rate:

Zero to 1,000 Hours - 60% of Classification 3

1,001 to 2,000 Hours - 70% of Classification 3

2,001 to 4,000 Hours - 80% of Classification 3

4,001 to 6,000 Hours - 90% of Classification 3

In no event shall an Apprentice receive a rate higher than that of the Classification in which he is employed.

Broken time shall be allowed for machines covered by Classifications 2 to 6, inclusive. From 12/1 through 3/31 of each year, broken time shall by classifications be allowed for machines covered 1 through 6. Rates shall be \$.75 per hour over straight time rates.

On jobs where pumps, power heaters or well point systems must be worked twenty-four (24) hours a day, seven (7) days a week, four (4) engineers shall be employed and each shall be paid his respective straight hourly rate for forty (40) hours and double time rate for two (2) hours. In the

event a Holiday occurs in any such week, he shall be paid an additional sum equal to six (6) hours pay at straight time. The manning of pumps is required only on pumps over three (3) inches and only compressors over 185 C.F.M. need be manned and those compressors may be placed in groups of three (3).

On a pile driving machine where a steam boiler is directly attached to the machine to furnish steam for pile hammer, the machine will be manned by two (2) qualified men at the rate of pay for Classification 1.

On a pile driving machine where a compressor is directly attached to the machine to furnish air for pile hammer, the machine will be manned by two (2) qualified men, one being the operator of the machine at the rate of pay of Classification 1, the second being the operator of compressor and oiler at the rate of pay of Classification 2.

Firemen or oilers shall be employed on all gasoline, oil, electric, air or power operated shovels, cranes, tower cranes, draglines, backhoes 3/4 yard and over, trenching machines 30 inch bucket and over, elevating graders, belt type loaders, pile drivers, gradalls, concrete pavers, on site processing plants, clam shells, cableways, derricks—truck mounted hydraulic cranes over 100 tons, self-propelled hydraulic cranes over 100 tons. Caisson drill rigs will require Oiler after August 4, 2010.

The wage rate for the operator of any equipment for which a wage does not appear in any Classification, will be determined by the parties by meeting immediately to negotiate said rate. The rate determined shall be paid from the time the machine started to work.

HEALTH AND WELFARE, PENSION, TRAINING, ANNUITY AND COOPERATIVE TRUST FUNDS

1. Each Employer who is party to this Agreement agrees to and shall pay and contribute an amount equal to that shown under "Schedule of Wages" in this Agreement to the following funds:

a. International Union of Operating Engineers, Local 98, Health and Welfare Fund, hereinafter referred to as the "Welfare Fund".

b. International Union of Operating Engineers, Local 98, Pension Fund, hereinafter referred to as the "Pension Fund".

c. Central Pension Fund of the International Union of Operating Engineers and Participating Employers hereinafter referred to as the "Central Pension Fund".

d. Local 98, Engineers Joint Training, Retraining, Skill Improvement, Safety Education, Apprenticeship and Training Fund, hereinafter referred to as the "Training Fund".

e. Annuity Fund of Local 98, International Union of Operating Engineers, hereinafter referred to as the "Annuity Fund".

f. Joint Labor Management Cooperative Trust of Local 98, hereinafter referred to as the "Cooperative Trust".

g. The I.U.O.E National Training Fund (NTF)

2. The respective rates per hour as shown in the "Schedule of Wages" in the Agreement shall be paid for each payroll hour (an overtime hour for this purpose shall be considered a single hour) and proportionately for each part of such an hour for each person covered by this Agreement and employed on construction projects on which the Employer shall be engaged or otherwise in the hire of the Employer.

3. As per the collection policy of the I.U.O.E local 98 Funds, the said payment shall be due and payable for all such payroll periods ending the next preceding month.

4. The Employer agrees that the obligations to make payments shall be on a parity with and enforceable, with respect to each fund, as the obligation to pay wages, and this inclusive of the priorities incident to and in proceedings for the relief of debtors; and this ARTICLE shall bind all legal representatives, successors, and assigns of an Employer.

5. The Trustees, or their representative when authorized by the Trustees in each case, shall have right to inspect at all reasonable times, the individual payroll records and such other records of an Employer as are deemed necessary and pertinent to determine whether such Employer is making due and full payment of its Employer Contributions.

6. Failure of the Employer to comply with this ARTICLE or any part thereof may be treated by the Union as a breach of the working agreement between the Union and the defaulting Employer; and notwithstanding other provisions of this Agreement (Arbitration, Page 17), or otherwise to the contrary, immediate work stoppage and use of picket lines against such defaulting Employer are permitted. The defaulting Employer will also be assessed interest charges in accordance with the Fund Office Collection Policy. An Employer who is continually delinquent may be required to furnish the Trustees with a Surety Bond, and all costs, inclusive of legal fees, incurred by the Funds in the collection of such obligations shall be borne by the defaulting Employer.

7. Notwithstanding any termination or cancellation under this Agreement or otherwise, the obligations of this ARTICLE and of the several Declarations of Trust shall be deemed continuous and the Health & Welfare Plan, Pension Plan, Central Pension Plan, Training Plan, Annuity Plan and Cooperative Trust shall not be discontinued pending negotiations of a new Agreement.

8. The Welfare, Pension, Training, NTF, Annuity and Cooperative Trust respectively, shall be administered by an equal number of Trustees appointed and/or elected by the Local and by the Associations (unless it shall be mutually agreed to decrease the number of Trustees or to consolidate the Welfare Fund, Pension Fund, Training Fund, Annuity Fund and Cooperative Trust with the funds respective of other similar Funds) under one or more Agreements and Declarations of Trust as they are or shall be executed by such Trustees.

9. Employer agrees to be bound by the Agreements and Declaration of Trusts establishing I.U.O.E. Local 98 Health and Welfare, Pension, Training, NTF, Annuity and Cooperative Trust Funds, and

the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreements. Employer irrevocably designates as his representatives among the trustees of said Fund such trustees as are named in said Agreement and Declaration of Trust as employer trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time-to-time.

10. The Welfare Fund shall be used for the purpose of providing health and welfare benefits for employees covered by this Agreement and their dependents by means of insurance or otherwise in the discretion of the Trustees:

11. The Pension Funds shall be used for the purpose of providing pension benefits for employees by this Agreement by means of insurance or otherwise in the discretion of the Trustees.

12. The Training and NTF Fund shall be used for the purpose of providing and defraying costs of apprenticeship or other training programs.

13. The Annuity Fund shall be used for the purpose of providing retirement or lump sum benefits for employees and their dependents covered by this Agreement in the discretion of the Trustees. The Cooperative Trust Fund shall be used for satisfying the terms of its Trust Agreement.

15. The I.U.O.E. Local 98 Pension Fund and I.U.O.E. Local 98 Health & Welfare Fund Trustees will convene as soon as practicable to commence discussions for changes in both plans that will reduce the benefits such that the Pension Protection Act will be satisfied for the Pension Fund and the Health and Welfare Fund will continue to provide meaningful benefits but the benefit structure will be reduced including the possibility of altering the eligibility for benefits. In the event the Pension Fund Trustees cannot agree on compliance with the Pension Protection Act, the arbitration provisions contained in the Pension Protection Act will be activated and implemented on a timely basis. Additionally, any applicable dispute mechanisms provided for in the Funds Trust Agreements may be utilized.

16. Local 98 bargaining unit members who use earned sick time hours accrued pursuant to the Earned Sick Time law, G.L. c. 149, Section 148C, shall be paid for those hours at their regular rate of pay without fringe benefits, regardless of the day on which the earned sick time is taken.

WORKING CONDITIONS

1. Any engineer or assistant engineer desiring to quit his job shall, notify his employer and business agent and he shall continue on the job until relieved by a competent engineer or assistant engineer.

2. An employer may put an engineer on straight time the day he starts work, regardless what day it

may be and must notify the engineer.

3. If the engineer is put on straight time at the end of a fraction of a week, he shall be paid at the broken time rate for the time already worked.

4. When an employer changes an engineer from straight time to broken time or from broken time to straight time, he shall notify the engineer of the change made, and same takes effect the following Monday.

5. On overtime, nothing less than one-half hour's pay for a fraction of an hour worked.

6. Engineers and assistant engineers shall be paid before stopping time on regular pay day. In case they are not paid, they shall receive straight time for waiting for their pay.

7. Engineers shall not be laid off on a pay day until they have received their pay.

8. No engineers shall operate other than his own machine. Any changes to be made in an engineer or any machine by master Mechanics or Superintendents, the business agent will be notified before my changes are made.

9. An engineer who feels he has been wrongly discharged must make a complaint to the Union or the business agent of the Union within twenty-four (24) hours of his discharge. If it is found that he is discharged through no fault of his own, or for unjust reason, then he is to be returned to his job, and the employer shall have to pay for his lost time, providing it does not exceed one (1) week's pay. Engineers not to do work other than pertaining to engineers' work.

11. Electric pumps need not be manned. In the event that the employer desires to man electric pumps, an engineer shall be assigned.

12. The installation, maintenance and repair of pumps shall be the work of the Union.

13. The business agents will be allowed to visit all jobs and see that the terms of this Agreement are complied with.

14. Assistant Engineers and Oilers shall be under the immediate supervision of his engineer, and be subject to the same rules, regulations and working conditions as his engineer.

15. A qualified master mechanic shall be employed when six (6) or more operating engineers, in Classifications 1 through 4, are employed on any day shift, on any one job. The master mechanic is to be selected by the employer. In the event that there shall be a second and/or third shift on any job, no master mechanic shall be required on said shifts, but in place thereof, a qualified foreman mechanic shall be employed. Master mechanic and foreman mechanic shall be responsible for the equipment under his jurisdiction, and shall be required to work with tools, if necessary, as directed by the employer.

16. All master mechanics employed under this contract must have worked within the territorial jurisdiction of Local 98 at some time within the three (3) years previous to their employment.

17. The Union shall appoint a steward and shall notify the employer of its selection. The Steward shall not be laid-off or discharged without notice to the Union. He shall be given sufficient time to perform the duties assigned to him by the Union.

18. Jurisdictional disputes are to be resolved under the general Grievance and Arbitration provisions of this Agreement.

19. Any employer who is a party to this Agreement, which concerns itself primarily with highway and heavy construction work, shall be bound by the terms of any existing working agreement of this Local Union as related to building construction, if said employer shall engage in building work in any territory within the jurisdiction of this Union.

20. An Employer who requires an employee to move equipment to any job, location, project, or yard, and such assignment causes the employee to be without his own vehicle, shall provide the employee with transportation back to his own vehicle, and shall pay him at the premium rate when such takes place outside the employee's regular working hours.

21. No employee shall be held responsible for equipment not properly registered or because a permit was not obtained under any applicable law or regulation or for overloading a vehicle or for operating a vehicle or other equipment which is overloaded.

In any such case, the Employer will assume the legal costs involved in the defense of the employee and shall pay any fines or other assessments levied against the employee. The Employer shall reimburse the employee for any working time lost in connection with any such proceedings.

In the event the employee's operating license is suspended for reasons stated herein, the Employer shall provide transportation to and from work or be liable for the work opportunity lost at no less than his regular earnings.

22. An employee required to stay away from home over night shall be compensated for reasonable room and board costs.

An Engineer or assistant engineer (oiler/apprentice) employed on a daily basis shall be employed each day the machine on which he is employed is assigned to a job. A machine shall be considered assigned to a job on the day the machine is dispatched to a job, and for each subsequent day the machine is on such job. Thereafter, a machine shall be considered to be unassigned to a job when:

- a. It is returned to the Employer's yard.
- b. It is removed from a job and parked on some location other than a job site.
- c. Because of unusual traffic conditions; the machine is parked on the job to which it had been assigned.
- d. The machine is moved to, and parked on, another job site and is to be activated on a day subsequent to the day following the day on which it is parked on such site.

23. The Employer and the Union will use their best efforts to maintain a journeyperson/apprentice ratio of six (6) to one (1).
24. a. An oiler is not required on a one hundred (100) ton and below hydraulic crane this exception does not apply to lattice boom or tower cranes.
- b. A second engineer will be employed on all tower cranes 150ft or above and paid at Class 1 rate.
- c. A second engineer will be employed on a lattice boom crane of 200 ton or above and paid at class 1 rate.
- d. A second engineer will be employed on a hydraulic crane of 251 ton or greater and paid at class 1 rate.
25. The IUOE Local 98 Training Fund shall establish a ten (10) hour OSHA certification class and all bargaining unit employees must successfully complete this class within three years of June 1, 2002.
26. The use of cell phones, blackberries and other personal communication or texting devices is prohibited during working hours unless expressly authorized by the Employer.
27. When an engineer operates a higher rated piece of equipment than the one he was assigned to for that day, he shall receive the higher rate for the entire day.
28. Family and Medical Leave Act - This will confirm the understanding of the parties that, under the Family and Medical Leave Act, bargaining unit employees may be entitled to exercise their rights regarding this Federal legislation. Pursuant to this Federal legislation, the Employer of the Employee exercising his/her rights for FMLA leave, is required to tender contributions for Health and Welfare Fund benefits under a standard provided for in the Federal legislation. The parties agree that the method of determining the amount to be paid, or the method to establish notifying the Health and Welfare Fund of such individual's exercising FMLA rights, is complicated, administratively difficult, and creates a burden to the Employer. For this reason, and so long as the I.U.O.E. Local 98 Health and Welfare Fund so agrees, no such Health and Welfare contributions from contributing employers will be required when individuals exercise their rights under FMLA regarding the issue of payment of Health and Welfare Fund contributions. The I.U.O.E. Local 98 Health and Welfare Fund has established a program whereby such contributions are credited to the individual for eligibility during the time period that individual exercises time off from work based on the FMLA. Such credit is solely within the province of the Trustees of the I.U.O.E. Local 98 Health and Welfare Fund and the substance of this provision is subject to the Trustees continuing such crediting.
29. If a signatory contractor has assigned the operation of articulating trucks to Local 98, that assignment will remain in effect. Similarly, if the signatory employer has assigned this work to other trades, Local 98 will not contest that assignment. Local 98 will not claim to such trucks owned or operated by employers who have not had such a previous work assignment.

30. When signatory contractors are scheduled to work a four ten hours day week and a paid holiday falls on that same week, if the Employer is unable to work one of the scheduled four work days, the Employee shall be paid ten hours on the three work days (30 hours) and remain entitled to their forty hour guarantee so that the Employee is paid forty hours for that week rather than thirty-eight hours.

LIGHT DUTY WORK

The following applies to any bargaining unit employee who has been injured on the job and has been released to light duty work by the employee's attending physician, with such release in writing and identifying any limitations for work. The parties agree that the injured bargaining unit employee, released to light duty (as described above), will perform any light duty work the Employer may have, within the attending physician's written restrictions, regardless of the type of work involved. It is understood that this light duty work is temporary in nature (less than six months) and such work will not give rise to a craft jurisdiction claim by any other person, entity, union or employer. If such occurs, the light duty work shall cease.

The Employer agrees the assigned light duty work will not replace a worker of any craft and the Employer further agrees to pay the light duty employee his/her normal bargaining unit employee hourly rate and make the required fringe benefit contributions. Light duty work will be limited to eight (8) hours per day and forty (40) hours per week.

Additionally, in the event an employee returns to work under this clause, who thereafter ceases employment for the Employer, the Employer shall not affect the employee's right to unemployment benefits or workers compensation benefits because of work as a result of this clause. For example, work under this clause shall not reduce the worker's compensation or unemployment benefits an individual (who has ceased work under this clause) is entitled to because of such work.

LIABILITY INSURANCE

The Employer agrees without cost to the employees to provide liability job insurance coverage in the amount of no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate for all employees covered by this Agreement.

AUTHORIZED DEDUCTIONS

1. Upon employees providing individual written authorizations, the Employer shall deduct from the wages of such employees initiation fees and dues provided for in the constitution and by-laws of IUOE Local 98. It is further agreed that the Employer shall deduct from the wages of employees other voluntary deductions in the amounts set forth in written authorizations by such

employees.

2. All such deductions shall be reported monthly on one form along with all other funds provided for in the Agreement. One check covering the total of all funds shall be sent along with the one form in accordance with the provisions under "Health & Welfare and Pension Funds."

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

INDUSTRY ADVANCEMENT PROGRAM

Separate and apart from other employer obligations pursuant to this collective bargaining agreement, each applicable Employer subscribes to and agrees to be bound by the CIM Industry Advancement Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said CIM Agreement and Declaration of Trust. The Industry Advancement Fund shall be administered solely and exclusively by Trustees appointed pursuant to the provisions of that Trust instrument.

In the event that the Union has reasonable cause to believe that the Industry Advancement Fund is being used for any of the purposes prohibited by this Agreement, the dispute shall be subject to the arbitration provisions of this Agreement.

Each applicable Employer who is party to this Agreement agrees to and shall pay and contribute ten (.10¢) cents per hour to the Industry Advancement Fund. This payment shall be tendered with the contributions due the LMCT.

The above contribution is not part of an allocation to the Cooperative Trust. Rather, for administrative ease and cost savings, the ten (.10¢) cents per hour contribution is added to the Cooperative Trust contribution such that the Cooperative Trust can be a conduit to forward the ten (10) cents per hour to the CIM Industry Advancement Fund.

The ten (.10¢) cents per hour contribution shall only be utilized for labor and industry relation services for the benefit of all contractors performing work under the jurisdiction of this collective bargaining agreement. The activities to be financed may include, but shall not be limited to, the following: public relations, safety and accident prevention, educational programs, and other activities. Notwithstanding the above, the hourly contribution will not be utilized to maintain, support or pay for expenditures against I.U.O.E. Local 98 and its International Union including lobbying in support for anti-labor legislation, and/or to subsidize contractors during periods of work stoppages or strikes.

The parties agree that the obligation to tender the aforementioned contribution to the CIM Industry Advancement Fund terminated May 31, 2024.

SHAFTS AND TUNNELS

These provisions are supplementary to terms and provisions set forth elsewhere in this Agreement.

1. When two shifts are employed on shaft and tunnel work, the starting time shall be either 7:00 A.M. or 8:00 A.M. said shifts shall be continuous and shall be of eight (8) hours duration, each inclusive of one-half hour lunch period. The matter of rotating shifts shall be considered by the parties at a pre job conference.
2. It is agreed that there will be engineers employed on shaft hoists during all shifts if any men are working in shaft or tunnel.
3. There shall be an additional seventy-five (75) cents hourly differential on shaft and tunnel work for those engineers and assistant engineers, who's working assignments require them to go into the shaft or tunnel. Men working in Tunnels and Shafts to receive a minimum of four (4) hours differential pay and eight (8) hours differential pay after the fourth hour.
4. When compressed air is used, an engineer will be assigned to low air equipment.
5. Locker room facilities and travel time on the job, as well as other matters, will be handled in pre job conference.
6. A qualified master Mechanic shall be employed when six (6) or more engineers (other than oilers or apprentices) are employed on any day shift on any one job. In the event there shall be a second and/or third shift on any job, no master mechanic shall be required on said shifts, but in place thereof, a qualified foreman mechanic shall be employed, and he shall be responsible for the equipment under his jurisdiction and shall be required to work with the tools, if necessary, as directed by the Employer.

DRUG TESTING

No later than June 1, 2011, each Employer signatory to this Agreement adopts and will implement the Drug/Alcohol Testing Program that is entitled "The Harvard University Construction Substance Abuse Program" and the parties may mutually adopt a supplement to this Program so as to include a random drug testing program. A copy of that Harvard Program is available at the Union office. The parties have executed a Side Letter dealing with a commitment relating to direct observation for certain testing.

TRANSPORTATION AND EQUIPMENT

No employee will be allowed to furnish any transportation, power tools, special tools or equipment for the employer's benefit or use; unless by a bona fide rental agreement, a copy of which will be made available to the Union.

This clause is not intended to preclude any employee from renting this equipment if he so desires, but cannot be used by the employer in any way as a criterion of employment.

Normal transportation to and from the job is the responsibility of each employee.

SAFETY

No employee shall be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of an applicable statute, court order, or governmental regulation relating to safety of person or equipment.

The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all Employees. Safety rules and regulations will be made known to all employees and the use of safety equipment will be continually promoted by both parties.

Where the Employer has a safety Committee on any job, one of the employees who is a member of the Union (Local 98) shall be a party to such committee. The duties of the committee will be described by the Employer.

Safety equipment required and furnished by the Employer shall be properly used by the employees at all times when so required, and shall be returned to the employer when not needed. Where safety shoes are required, the employer shall make available proper shoes; and half the cost of such shoes shall be borne by the employees.

Men required to work in foul weather to be supplied with rain gear consisting of jackets and hats. Pants and boots will be furnished by the employer when he deems it necessary or when required by law. The employee shall be held responsible for the gear assigned to him and shall return the same upon termination of his employment.

Dozers, Tractors, Scrapers, Loaders and Graders will be furnished with cabs or curtains; also with summer and winter fans.

Welders will be supplied with hoods, gloves, goggles and glasses.

The safety and health standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the exclusive responsibility of the Employer to insure compliance with safety and health standards and rules.

SUBCONTRACTING

The Employer agrees that in the event he shall subcontract any item of work contained in his prime contract which is within the craft jurisdiction of the Local and which is to be performed on the job site proper, he shall provide in the subcontract that the subcontractor shall assume the terms and

conditions of this Agreement. This paragraph shall be interpreted and enforced consistent with Section 8 (e) of the Labor Management Act as amended.

PRE JOB CONFERENCE

The Employer agrees that as soon as a contract for a job has been awarded or within a reasonable time thereafter, but prior to the starting of any job, he will notify the Union of such job award, make arrangements and hold a pre job conference with the Union. This clause shall apply to every job or project undertaken by the Employer.

EQUAL OPPORTUNITY

The parties to this Agreement agree to actively promote and adhere to the intent and purpose of the Civil Rights Act of 1964 and the Executive Orders issued pursuant thereto.

ARBITRATION

In any case of violation, misunderstanding, disagreement or difference in interpretation of this Agreement by either party, either party shall refer the matter to the Business Agent within fifteen (15) days after the alleged violation occurred. The Business Agent will meet forthwith with the parties concerned. Failure to reach a settlement of the misunderstanding, either party may refer the same to the Grievance Committee as hereinafter set forth.

The Grievance committee shall be comprised of two (2) representatives chosen by the employer together with two (2) representatives chosen by the employees. This Committee will meet within forty-eight (48) hours of notification to hear arguments on both sides of the controversy and shall render its decision -within seventy-two-(72) ours from time-of this first meeting.

Should the Grievance Committee fail to arrive at a decision within the time specified, an umpire shall be chosen by the Committee and the matter in dispute shall be referred to him for decision. Selection of the Umpire shall be made within twenty-four (24) hours of expiration of the Committee's time. If the Committee is unable to agree upon an Umpire, the matter in dispute shall be referred to the American Arbitration Association. Pending final decision of the grievance, work shall be continued in accordance with the provisions of this Agreement.

SEVERAL LIABILITY

The obligation of each employer-member of the Association shall be several and not joint.

INVALIDITY

The invalidity of any provision herein shall not affect the remainder of this Agreement.

TERMINATION

The terms of this Agreement shall become effective as of June 1, 2020 and shall continue in effect until May 31, 2024.

This Agreement shall continue to be effective from year to year unless either party on or before March 1, 2024 or prior to March 1st in any year thereafter gives notice in writing to the other party of its intention to terminate, alter or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives the day and year first above written.

The invalidity of any provision herein shall not affect the remainder of this Agreement.

Dated: 11/10, 2020

I.U.O.E. LOCAL 98


Philip C. Chaffee
Business Manager/President


David Kazimierzak
Recording Corresponding Secretary

Dated: 10/15, 2020

LABOR RELATIONS DIVISION OF THE
CONSTRUCTION INDUSTRIES OF
MASSACHUSETTS


Signature

MIRANDA S. JONES, COUNSEL
Printed Name and Title