HEAVY AND HIGHWAY

AGREEMENT

between

THE LABOR RELATIONS DIVISION OF CONSTRUCTION INDUSTRIES OF MASSACHUSETTS, INC.

and

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



EFFECTIVE: JUNE 1, 2022- MAY 31, 2027

DECLARATION OF PRINCIPLES

There shall be no discrimination against any employee by reason of race, creed, color, sex or national origin. The Employer, the Union and the employees shall abide by the Federal Williams-Steiger Occupational Safety and Health Act and other applicable safety regulations of Massachusetts.

ARTICLE I TERRITORIAL JURISDICTION

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

Local Union		Business Manager	Jurisdiction
Boston	Boston 22 <i>Lou Mandarini, Jr.</i> 35 Highland Ave. Malden, 02148 (781)321-6616		 1/2 Allston, 1/2 Brighton, 1/2 Boston Arlington, Belmont, Brookline, Burlington, Chelsea, Everett, Malden, Medford, Melrose, Reading, Revere, Somerville, Stoneham, Wakefield, Winchester, Winthrop, Woburn (Zone 1)
			Beverly, Danvers, Essex, Gloucester, Hamilton, Ipswich, Marblehead, Manchester, Middleton, Peabody, Rockport, Salem, Topsfield, Wenham (Zone 2)

Fitchburg	39	<i>Kevin Melanson</i> 434 Water Street Fitchburg, 01420 (978) 342-9067	Ashburham, Ashby, Athol, Ayer, Fitchburg, Gardner Groton, Harvard, Hubbardston, Lancaster, Leominster, Lunenburg, Orange, Pepperell, Petersham, Phillipston, Princeton, Royalston Shirley, Templeton, Townsend, Warwick, Westminster, Winchendon
Quincy	133	<i>Mark Burns</i> 265 Washington St. Quincy, 02269 (617) 479-4275	Braintree, Quincy, Weymouth (Zone 1) Cohasset, Hingham, Hull, Scituate (Zone 2)
Norwood	138	<i>David Sargo</i> 11 Walpole Street Norwood, 02062 (781) 762-4099	Canton, Foxboro, Franklin, Norfolk, No. Attleboro, Norwood, Plainville, Sharon, Walpole, Westwood, Wrentham
Cambridge	151	Allen Boyer 1035 Cambridge Street Cambridge, 02141 (617) 876-8081	Cambridge, 1/2 Allston, 1/2 Brighton
Lawrence	175	<i>Michael Gagliardi</i> 55 Union Street Methuen, 01844 (978) 687-7200	Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, No. Andover, No. Reading, Rowley, Salisbury, W. Newbury, Salem, NH

Boston	223	<i>Martin Walsh</i> 12A Everdean St. Dorchester, 02122 (617) 282-0180	1/2 Boston, Islands of Boston Harbor, Dedham, Milton
Worcester	243	<i>Jason Porter</i> 882 Southbridge St. Auburn, 01501 (508) 832-4649	Auburn, Baldwinville, Barre, Berlin, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, E. Brookfield, Grafton, Hardwick, Holden, Leicester, Millbury, New Braintree, No. Brookfield, Northbridge, Oakdale, Oakham, Oxford, Paxton, Rutland, Shrewsbury, Southbridge, Spencer, Sterling, Sturbridge, Sutton, Warren, Webster, W. Boylston, W. Brookfield, Westboro, Whitinsville, Worcester
New Bedford	385	Victor Pereira 115 Alden Street Fairhaven, 02719 (508) 992-1089	Acushnet, Barnstable, Bourne, Brewster, Chatham, Chilmark, Cotuit, Dartmouth, Dennis, Eastham, Edgartown, Fairhaven, Falmouth, Gay Head, Gosnold, Hawthoren, Harwich, Hyannis, Marion, Mashpee, Mattapoisett, Nantucket, New Bedford, Oak Bluffs, Orleans, Provincetown, Rochester, Sandwich, Teaticket, Tisbury, Truro
Lowell	429	<i>Jim Cardillo</i> Deputy Trustee 190 Plain Street Lowell, 01850 (978) 452-7261	Acton, Bedford, Billerica, Boxboro, Carlisle, Chelmsford, Dracut, Dunstable, Lowell, Littleton, Tewksbury, Tyngsboro, Wilmington,

Pittsfield	473	<i>Eric Krutiak</i> 264 Housatonic St. Pittsfield, 01201 (413) 442-1970	Westford Adams, Alford, Ashfield, Becket, Buckland, Charlemont, Chesire, Chesterfield, Clarksburg, Cummington, Dalton, Egremont, Florida, Goshen, Great Barrington, Hancock, Hawley, Heath, Hinsdale, Lanesboro, Lee, Lanesborough, Lenox, Middlefield, Monroe, Monteray, Mt. Washington, New Ashford, New Marlboro, North Adams, Otis, Peru, Pittsfield, Plainfield, Richmond, Rowe, Sandisfield, Savoy, Sheffield, Stockbridge, Tryingham, Washington, West Stockbridge, Williamstown Windsor, Worthington
Waltham	560	<i>Paul Pavone</i> 681 Main Street Waltham, 02154 (781) 894-2750	Newton, Waltham, Watertown (Zone 1) Concord, Lexington, Lincoln, Maynard, Stow, Weston (Zone 2)
Holyoke	596	<i>Colton Andrews</i> P. O. Box 563 Holyoke, 01040 (413) 534-3140	Amherst, Bernardston, Colrain, Conway, Deerfield, Easthampton, Erving, Florence, Gill, Greenfield, Hadley, Hatfield, Holyoke, Leeds, Leverett, Leyden, Miller Falls, Montague, New Salem, Northampton, Northfield, Pelham, Shelburne, Shutesbury, South Hadley, Southampton, Sunderland, Turners Falls, Wendell, Westhampton, Whately, Williamsburg

Framingham	609	<i>Chris Murphy</i> 3 Pierce Street Framingham, 01702 (508) 875-5282	Ashland, Blackstone, Bellingham, Dover, Framingham, Holliston, Hopedale, Hudson, Hopkinton, Marlboro, Medfield, Medway, Mendon, Milford, Millis, Millville, Natick, Needham, Northboro, Sherborn, Southboro, Sudbury, Upton, Uxbridge, Wayland, Wellesley
Fall River	610	Joseph Contancia P.O. Box 655 Fall River, 02722 (508) 672-8795	Fall River, Freetown, Seekonk, Somerset, Swansea, Westport
Brockton	721	<i>Andrew Marshall</i> P.O. Box 669 E. Bridgewater, 02333 (508) 378-0122	Abington, Avon, Bridgewater, Brockton, Carver, Duxbury, E. Bridgewater, Easton, Halifax, Hanover, Hanson, Holbrook, Kingston, Marshfield, Norwell, Pembroke, Plymouth, Plympton, Randolph, Rockland, Stoughton, W. Bridgewater, Whitman
Taunton	876	<i>David Araujo</i> 5 Hill Street Taunton, 02780 (508) 824-4670	Attleboro, Berkley, Dighton, Lakeville, Mansfield, Middleboro, Raynham, Rehoboth, Taunton, Norton

(413) 730-7077 Hohand, Huntington, Indian Orchard, Longmeadow, Ludlow, Monson, Montgomery, Palmer, Russell, Southwick, Springfield, Tolland, Wales, Ware, West Springfield, Westfield, Wilbraham	Springfield	999	<i>D J Tranghese</i> 659 N Main Street Forest Park Sta. Springfield, 01138 (413) 736-7677	Monson, Montgomery, Palmer, Russell, Southwick, Springfield, Tolland, Wales, Ware, West Springfield, Westfield,
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ARTICLE XXX APPRENTICESHIP PROGRAM

The parties hereby incorporate by reference, as part of this agreement, the "Apprenticeship Standards For Construction Craft Laborer" adopted by the Parties on January 26, 1998.

Employers employing one or more apprentice(s) shall participate in the 4000 hour Massachusetts Laborers' District Council Apprentice Program under the above-referenced standards for construction craft laborer.

A. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborers (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever, possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his of her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

B. The Apprenticeship and Training Standards approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, and the Massachusetts Department of Labor and Training are hereby incorporated by reference as a part of this Agreement.

C. The Apprentice wage rates:

Hours of Credit	Wage Rate
0 – 999	60% of Journey Worker
1,000 - 1,999	70% of Journey Worker
2,000 - 2,999	80% of Journey Worker
3,000 - 3,999	90% of Journey Worker
4,000 - over	Journey Worker

- D. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid.
- E. The Employer shall pay an Apprentice the full fringe benefit package as described in this contract.
- F. Entry into the Apprenticeship Program shall be controller by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.
- G. The Employer shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) Apprentice for every five (5) Journey Workers commencing with the sixth laborer employed.
- H. The Employer may not employ an Apprentice until at least one Journey Worker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.
- I. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an

Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

- J. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.
- K. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).
- L. It is the intent of the parties that this provision will not result in the displacement of Journey Workers.
- M. These provisions calling for the hiring of apprentices are not applicable to instances where the employer is recalling to employment employees who have worked for that company in the past year and these provisions apply only when the employer is hiring new employees.
- N. The Employer, whenever possible, may contact the apprentice program well in advance of hiring apprentices and arrange with the apprentice program for the training of apprentices to meet that employer's specific contemplated needs.
- O. All disputes arising under this provision shall for the duration of this contract be referred to a special designated grievance committee consisting of one designee from the Massachusetts Laborers' District Council and one designee from the Employer's Association.

ARTICLE XXXI FAVORED NATIONS CLAUSE

In no event shall the Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by the Union for any other Employer engaged in similar work. The above provisions shall not apply to any action taken by the Market Recovery and Retention Committee established by Article XXXII below.

ARTICLE XXXIV TERMINATION OF AGREEMENT

This Agreement will expire on *May 31, 2027* 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, 2027 and March 31,2027* that it desires a change after *May 31, 2027*, then this Agreement shall continue in effect until *May 31, 2028* and so on each year thereafter unless on or before *March 31st* 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 1,2027 and March 31,2027* they are bound to the successor of this Agreement for its full term.

Labor Relations Division of Construction Industries of Massachusetts_Inc.

ames F. Grosso, Esq.

Miranda S. Jones, Esq.

Date: July 18, 2022

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

Joseph C. Bonfiglio

Business Manager

Louis Mandarini, Jr. President

Date: 7/18/2022

MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL

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

7 Laborers' Way

(508) 435-4164

Hopkinton, Massachusetts 01748

Fax (508) 435-7982

www.masslaborers.org

HEAVY & HIGHWAY CONSTRUCTION ZONES 1 & 2

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

* Dues and LPL are Deducted from wages

**PFML - Massachusetts Paid Family and Medical Leave

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)

	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026
INCREASE	1.00	1.00	1.00	1.25	1.48	1.47	1.50	1.50	1.55	1.50
Wages	42.18	42.58	43.58	44.83	46.31	47.78	49.28	50.78	52.33	53.83
H & W	9.10	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35
Pension	8.50	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
Annuity	9.07	9.07	9.07	9.07	9.07	9.07	9.07	9.07	9.07	9.07
Nell-MCT	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Unified Trust	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Training	0.70	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Legal	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
H & Safety	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
** PFML	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIM	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Total	70.70	71.70	72.70	73.95	75.43	76.90	78.40	79.90	81.45	82.95
*Dues	(-1.64)	(-1.64)	(-1.66)	(-1.66)	(-1.68)	(-1.68)	(-1.70)	(-1.70)	(-1.72)	(-1.72)
*LPL	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)
Flaggers	25.23	25.23	25.98	25.98	27.01	27.01	28.09	28.09	29.21	29.21

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 & Weymouth) FRANKLIN COUNTY (Warwick, and Orange only), ROCKINGHAM COUNTY (Salem, N.H. Only)

	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026
INCREASE	0.90	0.85	0.90	0.90	1.33	1.33	1.39	1.38	1.44	1.44
Wages	36.31	36.56	37.46	38.36	39.69	41.02	42.41	43.79	45.23	46.67
H & W	9.10	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35
Pension	8.50	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
Annuity	8.14	8.14	8.14	8.14	8.14	8.14	8.14	8.14	8.14	8.14
Nell-MCT	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Unified Trust	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Training	0.70	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Legal	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
H & Safety	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
** PFML	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIM	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Total	63.90	64.75	65.65	66.55	67.88	69.21	70.60	71.98	73.42	74.86
*Dues	(-1.64)	(-1.64)	(-1.66)	(-1.66)	(-1.68)	(-1.68)	(-1.70)	(-1.70)	(-1.72)	(-1.72)
*LPL	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)
Flaggers	25.23	25.23	25.98	25.98	27.01	27.01	28.09	28.09	29.21	29.21

** PFML - Massachusetts Paid Family and Medical Leave

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

12/1/2026

1.29

41.20

9.35

8.75

6.19 0.15

0.50

0.80

0.20

0.15

0.05

0.10

67.44

(-1.72)

(-0.07)

29.21

www.masslaborers.org

HEAVY & HIGHWAY CONSTRUCTION

ZONES 3 & 4

INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

* ** PFML - Massachusetts Paid Family and Medical Leave Dues and LPL are Deducted from wages

Rates are for Heavy & Highway Only

ZONE 3

*LPL

Flaggers

(-0.07)

25.23

(-0.07)

25.23

(-0.07)

25.98

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)

** Effective June 1, 2026 - Zone 4 Counties & Towns will be converted to Zone 3

	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026	12/1/2026
INCREASE	0.62	0.63	0.62	0.63	1.20	1.20	1.25	1.24	1.30	1.29
Wages	33.00	33.00	33.62	34.25	35.45	36.65	37.90	39.14	40.44	41.73
H & W	9.10	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35
Pension	8.50	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
Annuity	5.63	5.66	5.66	5.66	5.66	5.66	5.66	5.66	5.66	5.66
Nell-MCT	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Unified Trust	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Training	0.70	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Legal	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
H & Safety	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
** PFML	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIM	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Total	58.08	58.71	59.33	59.96	61.16	62.36	63.61	64.85	66.15	67.44
*Dues	(-1.64)	(-1.64)	(-1.66)	(-1.66)	(-1.68)	(-1.68)	(-1.70)	(-1.70)	(-1.72)	(-1.72)
*LPL	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)	(-0.07)
Flaggers	25.23	25.23	25.98	25.98	27.01	27.01	28.09	28.09	29.21	29.21

ZONE 4	BERKSHIF	or Heavy & RE COUNTY COUNTY (t		5	uckland, Ch	narlemont, H	awley, Hea	th, and Row	e only)
		FRANKLIN COUNTY (the towns of Ashfield, Buckland, Charlemont, Hawley, Heath, and Rowe only) HAMPSHIRE COUNTY (the towns of Chesterfield, Cummington, Goshen, Middlefield, Plainfield,							
	and Worthi	ngton only)							
	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025	12/1/2025	6/1/2026
INCREASE	0.82	0.81	0.82	0.81	1.19	1.18	1.24	1.23	2.04
Wages	31.19	31.40	32.22	33.03	34.22	35.40	36.64	37.87	39.91
H & W	9.10	9.35	9.35	9.35	9.35	9.35	9.35	9.35	9.35
Pension	8.50	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
Annuity	6.19	6.19	6.19	6.19	6.19	6.19	6.19	6.19	6.19
Nell-MCT	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
Unified Trust	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Training	0.70	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Legal	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
H & Safety	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
** PFML	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
CIM	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Total	56.83	57.64	58.46	59.27	60.46	61.64	62.88	64.11	66.15
*Dues	(-1.64)	(-1.64)	(-1.66)	(-1.66)	(-1.68)	(-1.68)	(-1.70)	(-1.70)	(-1.72)

(-0.07)

27.01

(-0.07)

27.01

(-0.07)

28.09

(-0.07)

28.09

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