



Cornell University
ILR School

BLS Contract Collection

Title: **Massachusetts, Construction Industries of (Heavy and Highway Agreement) and International Brotherhood of Teamsters (IBT), AFL-CIO, Locals 42, 49, 59, et al. (1999)**

K#: **8485**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

K8485
1,100 workers

**MASSACHUSETTS
HEAVY
CONSTRUCTION
AGREEMENT**



1999-2004

**International Brotherhood
of Teamsters, AFL-CIO**

6/1/99 - 6/1/2004

**IF YOU LEAVE
THE CRAFT
YOU MUST
GET A
WITHDRAWAL
CARD
FROM THE
UNION HALL.
COST IS 50¢**

**MASSACHUSETTS
HEAVY
CONSTRUCTION
AGREEMENT**



1999-2004

**International Brotherhood
of Teamsters, AFL-CIO**

INDEX

| ARTICLE | | PAGE NO. |
|---------|--------------------------------|----------|
| | AGREEMENT | 1 |
| | PREAMBLE | 3 |
| 1 | Territorial Jurisdiction | 4 |
| 2 | Scope of Agreement | 4 |
| 3 | Union Membership | 7 |
| 4 | Checkoff | 8 |
| 5 | Hours | 10 |
| 6 | Holidays | 12 |
| 7 | Stewards | 14 |
| 8 | Seniority | 15 |
| 9 | Transfers | 18 |
| 10 | Wages | 19 |
| 11 | Vacations | 19 |
| 12 | Discharge | 21 |
| 13 | Union Rights | 22 |
| 14 | Labor Disputes | 23 |
| 15 | Hiring of Trucks | 23 |
| 16 | Equipment | 26 |
| 17 | Several Liability | 27 |
| 18 | Invalidity of Provisions | 28 |
| 19 | Miscellaneous Conditions | 29 |
| 20 | Health and Welfare | 32 |
| 21 | Pension Fund | 33 |
| 22 | Arbitration & Grievance | |
| | Procedures | 38 |
| 23 | Termination | 43 |
| | Schedule A | 46 |
| | Schedule B | 50 |

AGREEMENT

THIS AGREEMENT made as of the first day of June 1999 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 member is hereinafter designated as the "Employer" and any other Employer who signs this Agreement, and the following named Teamsters Local Unions hereinafter designated as the "Unions."

**Local No. 42 96 Ford Street
Lynn, MA 01904
Phone: (617) 598-2360**

**Local No. 49 14 Loon Hill Road
P.O. Box 37
Dracut, MA 01826
Phone: (508) 452-8933**

**Local No. 59 62 North Water Street
New Bedford, MA 02740
Phone: (508) 993-1505**

**Local No. 170 805 Millbury Street
Worcester, MA 01607
Phone: (508) 799-0551**

Local No. 251 121 Brightridge Avenue
East Providence, RI 02914
Phone: (401) 434-0454

Local No. 379 29 Farragut Road
South Boston, MA 02127
Phone: (617) 464-3379

Local No. 404 P.O. Box 1370
115 Progress Avenue
Springfield, MA 01101
Phone: (413) 781-6326

Local No. 437 89 West Main Street
Rte. 110
Merrimac, MA 01860
Phone: (508) 346-9730

Local No. 653 471 Prospect Street
Brockton, MA 02401
Phone: (508) 587-0822

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, to provide for the continuous employment of labor and to bring about stable conditions in the industry and to establish necessary procedures for the amicable adjustment of disputes, including wages, hours and working conditions, which may arise between the Employer and the employees.

This Agreement shall be binding upon the parties hereto, their successors, administrators, heirs, executors, assigns and legal representatives, until terminated or amended as hereinafter provided. It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement.

Notice in writing shall be given to the Local Union of any sale or transfer of the Employer's operations.

For the purpose of preserving the level of benefits set forth in this Agreement, the Employer agrees to refrain from using the services of any person who does not observe at least the level of wages, hours and conditions of employment. It is understood by this section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement.

ARTICLE 1

Territorial Jurisdiction

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

ARTICLE 2

Scope of Agreement

Item 1: This Agreement shall apply to all highway and heavy construction performed by the Employer. For the purpose of this Agreement, "Heavy and Highway Construction" shall include, but is not limited to the construction of roads, street, alley, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway bridges, railroad bridges, railroad and street railway construction projects, sewers, viaducts, shafts, tunnels, subways, track elevations, elevation highways, drainage projects, reclamation projects, water supply projects, water power projects, water power developments, marine work, transmission lines, duct lines, docks, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, harbors, industrial sites and all earth moving, operation of trucks of all descriptions, including but not limited to snow plows, dump trucks, low-boy trailers, winch trucks, A-frames, distributor trucks, tank trucks used for transporting any type of fuel, water or cement, agitator or mixer trucks, portable

truck or trailer, cement hoppers, euclides, dumpsters, turnrockers, and ross carriers.

Where an Employer's explosive truck is being used to transport explosives from a job-site magazine to the blasting area, a Teamster will be assigned. Forklift truck, when used in job site storage areas, Teamsters will be assigned. If a ready-mix plant is set up on a job site in any Local Union's area and the Local Union so requests, the Employer will sign a separate agreement with respect to drivers only.

Item 2. This Agreement shall also apply to all work in connection with or in the area of building construction whether or not the Employer is performing the building work itself.

Item 3. The terms of the Agreement shall apply to the transportation of all building and excavating materials and equipment including but not limited to, stone, salt, loam, lumber, doors, windows, structural steel, bricks, cement blocks, sand, materials removed from roads, solid asphalt materials, shovels, cranes, bulldozers, compressors and hoisting engines, fuel, water, plowing and removal of snow when done with equipment covered by this Agreement and any marine work when done by present and future Employers signatory to this Agreement.

This contract shall also cover warehousing when done by the Employers signatory to this contract. On job sites, this is to be discussed with regard to employees needed at the pre-job conference. This

Agreement shall also cover the hauling from plants to jobs of signators to this contract and future signators to this contract.

Item 4. Pick-up trucks, station wagons and panel trucks shall be operated by Teamsters when being used to haul materials, equipment and parts to, from or on a job site or job sites. Excluded from these categories shall be pick-up trucks, station wagons and panel trucks operated by supervisory personnel, maintenance mechanics and pick-up trucks, station wagons and panel trucks used occasionally for errands and emergencies. The collective use of pick-up trucks, station wagons and panel trucks as a substitute for a flat rack or service truck that would be used for hauling materials, equipment and parts shall be a violation of this Agreement. The within exception shall not be used to circumvent the intent of this provision.

Item 5. In the event that there shall be any dispute concerning jurisdiction regarding the assignment of work between the Union and any other Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the same shall be submitted for determination to the Construction Division of the Joint Council of the International.

Item 6. The hauling of any construction materials to a job-site or job-sites by a signatory to this Agreement shall be performed by employees covered by this Agreement.

Item 7. Teamsters, when assigned to the truck involved, will when requested by the Employer, either load or unload or assist in the loading or unloading of that truck.

ARTICLE 3

Union Membership

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 purpose of collective bargaining as provided by the Labor Management Relations Act of 1947 as amended. The Employer shall not enter into any agreement or contract with his employees, individually or collectively, or with any officer or representative of the Union which will in any way conflict with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void.

All present employees who are members of the Union on the effective day 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 hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the eighth day following the beginning of their employment or on and after the eighth day following

the effective date of the Agreement, whichever is the later, except as otherwise provided by law. A member in good standing is one who is not in arrears in the payment of his initiation fee and periodic dues to the Union.

In accordance with the Constitution of the Union, Article X, Section 5 (C), all members paying periodic dues to the Union must pay them on or before the last business day of the current month in advance. The Local Union shall notify the Employer when an employee is not in good standing.

There shall be no discrimination against any workman by reason of race, color, religion, age, sex or national origin.

ARTICLE 4

Checkoff

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assess-

ments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount within two (2) weeks following receipt of the statement of certification of the member and remit to the Local Union in one (1) lump sum within three (3) weeks following receipt of the statement of certification. The Employer shall add to the list submitted by the Local Union the names and social security numbers of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed. Checkoff shall be on a monthly or quarterly basis at the option of the Union. The Local Union and Employer may agree to an alternative option to deduct Union dues bimonthly.

When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement of certification received from an appropriate Local Union, the Employer shall remit same no later than three (3) weeks following receipt of the statement of certification and in the event the Employer fails to do so, the Employer shall be assessed ten percent (10%) liquidated damages. All monies required to be checked off shall become the property of the entities for which it was intended at the time that such checkoff is required to be made. All monies required to be checked off and paid over to other entities under this Agreement shall become the property of those entities for which it was intended at the time that such payment or checkoff is

required to be made. Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, or is on leave of absence, the employee must make arrangement with the Local Union and/or the Employer to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

In the event that an Employer has been determined to be in violation of this Article by the decision of an appropriate grievance committee, and if such Employer subsequently is in violation thereof after receipt of seventy-two (72) hours' written notice of specific delinquencies, the Local Union may strike to enforce this Article. However, such strike shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

ARTICLE 5

Hours

A. The regular work day shall consist of eight (8) hours between the hours of 7:00 and 5:00 p.m.

B. The regular work week shall be forty (40) hours, eight (8) hours each day, Monday through Friday.

C. All other hours worked except in the case of shifts as hereinafter provided shall be paid at the rate of time and one-half, except that work performed on Sundays shall be paid at the rate of Double Time.

D. Whenever more than one shift is employed, except as hereinafter provided, the straight time or regular rate of wages shall apply for each eight (8) hour shift, and work in excess of eight (8) consecutive hours on any shift shall be paid at the rate of time and one-half.

E. When three (3) shifts are employed, the starting time shall be Monday 8:00 a.m., 4:00 p.m. and 12:00 p.m. respectively, and the last shift shall have completed a forty (40) hour week by 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 for at the rate of double time, provided it is on three (3) shift operation. Employees who work a three (3) shift operation shall work seven and one-half (7 $\frac{1}{2}$) per shift and receive eight (8) hours' pay, one-half ($\frac{1}{2}$) hour paid lunch.

On all work bid after June 1, 1987, an Employer who is unable to do work during the shifts and hours spelled out in this contract because of a restriction in

any contract awarded to him for work to be performed, may work off-shift hours provided that he pays a premium of seventy-five cents (75¢) per hour.

ARTICLE 6

Holidays

A. Any regular employee on the seniority list as defined in Article 7 shall be paid a regular day's pay although he does not work for the following legal holidays, provided he has worked at least two (2) days in the calendar week in which the holiday falls, and signifies his willingness to work the holiday, if required.

New Year's Day

Washington's Birthday

Patriot's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Patriot's Day will be a paid holiday in the Eastern part of the State where observed as such. In the Western part where the holiday is not observed, the members employed will get eight (8) hours' holiday pay at straight time in addition to their regular pay.

B. The calendar week shall be Sunday to Saturday both inclusive.

C. When the employee is required to work on one of the above holidays, he shall be paid in addition to

his holiday pay, two (2) times his straight time rate for all work that he may perform on that day, except that he shall be paid three (3) times his straight-time rate for all hours worked over eight (8) hours.

D. All other holidays shall be paid at the regular rates.

E. If a man receives pay for 1,500 hours in the contract year, May 1 to May 1, he shall be entitled to any holiday that falls while he is on layoff.

F. Employees who report to work shall receive not less than eight (8) consecutive hours' pay, except in cases of inclement weather where the employee will be guaranteed four (4) hours' pay and eight (8) hours if he works after the fourth (4th) hour. An employee shall be paid from the time he leaves the garage until the time he returns.

G. Employees shall be notified the day before what time they are to report the following day. The starting time in any case is to be no later than 8:00 a.m. Employees who report for work shall receive not less than eight (8) straight time hours' pay. In the case of inclement weather, an employee may be notified by telephone or telegraph not to report, at the time up to two (2) hours before starting time.

ARTICLE 7

Stewards

A. An employee of the Employer performing Teamster work may be designated by the Union to act as Steward and he shall be the last employee to be laid off irrespective of seniority including Saturday or Sunday.

B. The rate of pay for Stewards shall be according to the highest Teamster classification working on the job.

C. In the event that the Employer's operation is transferred from the jurisdiction of one Local Union to the jurisdiction of another Local Union, the Local in whose area the work is being performed will not be able to appoint a member of its Local as a working steward. If more employees are needed for that job they will come from the Local Union in that jurisdiction.

D. No Steward shall have the authority to call a strike, cause a slowdown or take any other action which would interrupt the Employer's business, except as such action may be authorized by the Union. The Employer recognizes this limitation upon the authority of the Steward.

E. The Union reserves the right to remove the Steward and replace him with an employee who is qualified to operate the equipment on the job.

F. The Steward shall be the first Teamster to start work in the morning and the last to leave work in the evening, provided he is capable of performing the work available.

G. The Steward shall be allowed a reasonable amount of time to carry out the provisions of this Agreement and report any violations of the same to the Union and shall be allowed to do so without loss of pay. Stewards may use the Company phone for Union business concerning the job, provided it is not abused.

H. Should the Employer consider the discharge of the Steward, he shall give prior notice to the Business Agent. The matter of discharge may be processed through the grievance procedure as provided herein.

ARTICLE 8

Seniority

A. Seniority rights for employees shall prevail. All new employees shall be hired on a thirty (30) days' trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union. An employee must work one hundred and twelve (112) hours in a thirty (30) day calendar day period in order to go on the seniority list as regular employees in accordance with their date of hire.

Employees by seniority will have the right to pick the higher paying pieces of equipment to operate providing they are qualified to operate said equipment.

B. In the event of a layoff, the most junior employee shall be the first to be laid off, and rehiring shall be in the inverse order. The Employer upon a request made by the Union shall furnish a seniority list of names, addresses and phone numbers of those employees covered by this Agreement.

C. An employee who has been laid off shall be given at least seven (7) days to report to the job when he is called back to work, without loss of benefits or rights. In the event the employee fails to report within the time specified, he shall lose any benefits and rights he might have with the Employer and a new employee may be hired. The Union shall furnish temporary drivers, if requested to do so, until the named employees shall report for work.

D. If there are any breakdowns or shutdowns during the day, a man whose vehicle is broken down or whose operation is shut down, shall go home for the completion of the work day, however, the Employer may assign him to perform other duties. When a vehicle shall be out of service for more than that day, seniority shall prevail on the following day.

E. Seniority shall be broken by discharge for just cause, voluntary quit, failure to report after seven (7) days' notice as herein provided or by a layoff for lack of work for twelve (12) consecutive months, but shall

not be broken by proven illness, workmen's compensation or loss of license due to his employment.

F. Where the same Employer has more than one job in progress, working out of different garages or parking sites, and there is a layoff of one or more men on any job and such layoff exceeds one (1) working day, the employees at the expiration of one (1) day shall be entitled to transfer to another job of the Employer if there are employees of less seniority working for the Employer on such other job.

Notwithstanding the foregoing, the Employer may permit a transfer immediately upon the layoff without waiting one (1) working day.

An employee shall have seniority preference to work within his own LOCAL UNION area provided he is qualified to operate the equipment available within the LOCAL UNION area.

G. When two (2) or more Companies who are signatory to this Agreement merge their operations, the employees of the two (2) Companies involved shall be dovetailed on the seniority list of the surviving Company. When one Company buys out another Company, the employees of the Company which was bought out shall go to the bottom of the seniority list of the surviving Company for seniority purposes only.

H. Union Official: An employee elected to any official position in the Union shall, upon completion

of his term of office, be restored to his former position without loss of seniority.

I. When an employee is laid off, he shall be paid within seven (7) calendar days all vacation monies and wages due him, if he so requests.

ARTICLE 9

Transfers

A. When the Employer's equipment is moved from the jurisdiction of one Local Union to the jurisdiction of another, the man employed shall be permitted to move the equipment and shall be allowed to work without interference or request for transfer cards.

B. Notwithstanding any other provision of this contract, whenever an Employer having his principal place of business outside of the State of Massachusetts performs work within the State of Massachusetts, he shall employ 100% of the work force required for the Massachusetts jobs from his Massachusetts seniority list and/or thereafter employees hired in Massachusetts, to the extent such Massachusetts employees are available.

If less than 100% of the Massachusetts employees are available as aforesaid, he shall be permitted to fill the remaining jobs with his out-of-state employees until such Massachusetts employees are available. The term "Massachusetts employees" shall mean, first, those employees on the Massa-

chusetts seniority list and second additional employees hired in Massachusetts.

ARTICLE 10

Wages

A. The straight time wages for employees covered by this Agreement shall be those set forth in Schedule A attached hereto.

B. The said wages shall be effective as of June 1, 1999.

C. If an employee works on a higher paying piece of equipment for any part of the day, he will receive the higher rate of pay for the entire day.

D. \$2.00 per hour for employees working with hazardous contaminated material while in the hot zone.

ARTICLE 11

Vacations

A. An employee who completes four (4) months or more but less than one (1) year of service, shall, on severance of his employment, be entitled to one-half day's pay at straight time rates for each month of his employment in which he received pay for fifteen (15) days. The number of days to which any employee shall be entitled shall not in any event exceed five (5) days.

B. An employee who has been on the payroll for one or more years but less than five (5) years shall, each year on the anniversary date of his employment, be entitled to one (1) week's vacation with pay, if he has received pay for one hundred and twenty (120) days during the last year of his employment. If he has received pay for less than one hundred and twenty (120) days, he shall receive one-half day's pay for each month in which he received pay for fifteen (15) days or more, but not in excess of five (5) days for any one year.

C. An employee who has been on the payroll for five (5) or more years shall, each year on the anniversary date of his employment, be entitled to two (2) weeks vacation with pay if he has received pay for one hundred and twenty (120) days during the last year of his employment. If he has received pay for less than one hundred and twenty (120) days, he shall receive one (1) day's pay for each month in which he has received pay for fifteen (15) days or more but not in excess of ten (10) days in any year.

D. An employee who has been on the payroll for ten (10) or more years shall, each year on the anniversary date of his employment, be entitled to three (3) weeks vacation with pay if he has received pay for one hundred and twenty (120) days during the last year of his employment. If he has received pay for less than one hundred and twenty (120) days, he shall receive one and one half day's pay for each

month in which he has received pay for fifteen (15) days or more but not in excess of fifteen (15) days in any one year.

E. No employee who has been on the payroll for a year or longer shall be entitled to a vacation hereunder until the expiration of one (1) year from the date on which he was entitled to his last vacation, except that in the case of termination of his employment, he shall be entitled to a prorated vacation as set forth above.

An employee will be allowed to pick his vacation according to his seniority on the Employer's seniority list and he shall be entitled to his vacation pay after his anniversary date of hire, provided the Employer is given two (2) weeks' notice.

ARTICLE 12

Discharge

A. Any employee whose service has been terminated for just cause must be paid in full for all wages owed to him by the Company, including earned vacation pay, if any, as soon as possible, in no event later than the end of the second (2nd) business day following discharge.

ARTICLE 13

Union Rights

A. Authorized agents of the Union shall have access to the Employer's establishment during working hours, including the right to check trucks in transit, investigate working conditions and collect dues, for the purpose of determining whether or not the terms of this Agreement are being complied with, provided however, that it will not unreasonably interfere with normal conditions. In the event of a grievance regarding a Teamster's pay, the Employer's payroll records concerning said grievance shall, upon written request, be made available for examination by Union representatives.

B. Pre-Job Conference: On all jobs in excess of \$75,000.00 the Employer must notify the Local Union in writing of the contract. Prior to the commencement of the work on the job, a pre-job conference will be held within five (5) days of such notification, unless otherwise mutually agreed upon by the Employer and the Local Union.

Failure of the Employer to notify the Local Union shall entitle the Local Union to make claim for all work opportunity lost. At the pre-job conference, the Employer shall furnish the Local Union with the list of all sub-contractors and suppliers of materials to be used on the project if available then, if not, when available.

ARTICLE 14

Labor Disputes

It shall not be a violation of this Agreement, nor shall it be cause for discharge, if any employee refuses to cross a picket line or make pickups, deliveries or service anyone or perform work for anyone where a labor dispute exists.

ARTICLE 15

Hiring of Trucks

A. The Employer shall not require as a condition of employment that an employee purchase truck tractor, or tractor and trailer or other vehicular equipment.

B. The Employer agrees that he will hire equipment to supplement his own equipment only when he does not have the number or type of equipment required for his purpose.

C. If a Prime or Sub-contractor as herein defined on a construction project desires to engage the services of a licensed broker for the hiring of equipment under this contract, the Prime or Sub-contractor shall pay the broker's fee.

D. The Employer shall be required to pay the minimum rates and abide by the regulation for truck hire as prescribed by the Department of Public Utilities of the Commonwealth of Massachusetts.

E. An owner-operator owning or contracting a single vehicle, operating or driving his own vehicle, shall receive his wages by check separate from the check issued for the use of equipment, issued by the prime contractor, and shall be covered by all conditions incorporated in this agreement except Articles 6, 8, 11, and 19 A.

On all jobs bid on or after May 1, 1981, and upon written notice received from the Union, the prime contractor will be responsible for all benefits as spelled out in this contract for the employees of all subcontractors or employees of hired equipment on any given job site. The Employer's liability for said payments shall be limited to funds owed to said subcontractor and to withholding of funds for work to be completed on said job site.

F. The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall apply equally to any subcontracting by the Employer for work on the site of any heavy and highway construction as defined in Article 2 of this Agreement. No Employer shall subcontract such work unless all employees of said subcontractor are paid directly by him as prime contractor except when the subcontractor is signatory to a collective bargaining agreement with a Local Union party to this Agreement or when it is mutually agreed between the Employer and the appropriate Local Union party to this Agreement that the subcontractor may establish his own payroll. Employees of a subcontractor,

whether or not paid directly by a prime contractor, shall not acquire seniority of the prime contractor.

G. Each Employer, in order to protect the wages and other labor standards fixed by this Agreement, agrees not to subcontract any work covered by this Agreement not to be performed on the site of construction unless the subcontractor is already obligated to pay his employees for all the work subcontracted total wages, contributions to employee benefit plans and other compensation at least equal to those established by this Agreement (such obligation to be expressed in a collective bargaining agreement or by the subcontractor's written commitment to the Employer); provided, that where the subcontractor's labor costs will be lower only because of smaller contributions to an employee benefit fund the Employer may let the subcontractor, if he chooses, in which event the Employer must make up the difference by payments to the appropriate fund specified in Article 20 or 21, for the benefit of his employees jointly with the employees of other Employers covered by this Agreement.

H. The term "subcontractor" as herein used shall include the hire of one or more trucks when not driven by the owner thereof, and shall also include delivery of bank run gravel and borrow, except when not more than seventy-five (75) yards of bank run gravel or borrow are delivered from a commercial pit on any one day to any one project.

I. When an Employer opens up a pit for a particular job and the operation of said pit is under the direction or control of the Employer, then the hauling of material from said pit to the job site of the Employer shall be performed by employees covered by this Agreement.

J. The terms of this Agreement shall also apply to the hauling of all materials from plants to jobs operated by present or future signatories to this Agreement.

K. The grievance procedure in the Agreement shall be employed when there is any dispute with reference to the preceding paragraphs, and the arbitrator shall determine such damages as the Union and its members are entitled to for any violation thereof provided, however, that no liability shall attach for any violation of the paragraphs of this Article until the expiration of three (3) days after written notice by the Union has been received by the Employer, that the terms and conditions of this Article are being violated by such subcontractor. This Article shall be interpreted and applied in accordance with the provisions of Section 8 (c) of the Labor Management Relations Act.

ARTICLE 16

Equipment

A. No employee shall be required to operate or work upon any vehicle that is not equipped with all

safety appliance prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.

B. When defects occur which may endanger the safety of the driver, they shall be reported to the mechanical department of the Employer. The Employer shall make the necessary repairs before the equipment is returned to service.

C. Heaters, windows and mirrors will be supplied for winter use on off-the-road equipment within reasonable time after notification by the driver.

D. There shall be no more than two (2) changes in equipment during the course of the working day except for conditions under Article 7-D.

E. All new equipment purchased after June 1, 1987 must be equipment with power steering.

F. Heated mirrors on all new equipment ordered on or after January 1, 1991.

ARTICLE 17

Several Liability

A. The obligation of each Employer member of the Association shall be several and not joint.

B. In the event any Employer who is a party hereto shall withdraw from the Association, notice thereof shall be given by the Association to the Union at least

thirty (30) days prior to such withdrawal. The terms of this Agreement shall be binding upon any Employer who withdraws from the Association.

ARTICLE 18

Invalidity of Provisions

A. If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and/or rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of which or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party or both, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party or both shall refer the subject matter to arbitration as provided for herein.

ARTICLE 19

Miscellaneous Conditions

A. Bereavement Clause: Employees covered by this Agreement shall be granted three (3) days off with pay at the straight time rate for eight (8) hours per day if a death occurs in his immediate family if the employee is scheduled to work the three (3) days immediately following the date of such death. Said employee shall be presumed to be scheduled to work if a junior employee works on each of said three (3) days or any thereof.

Employees shall be paid only for those days lost from their work week which fall within the three (3) day period following the date of such death. Funeral leave shall not be hours worked for the purpose of computing overtime pay. Immediate family is defined as the mother, father, sister, brother, wife, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren of the employee. Employer may request a death certificate as evidence of the death.

B. Court Appearance Clause: Any employee involved in any accident must immediately report said accident and any physical injury sustained. When required by his Employer, the employee before going off duty and before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

Such report shall be made out on Company time. Failure to carry out the provisions of Sub-Section B of this Article shall subject the employee to disciplinary action, including discharge.

When an employee is required to appear in any court for the purpose of testifying because of any accident he may have been involved in while operating the Employer's vehicles during working hours, such employee shall be reimbursed by the Employer for work opportunity lost because of such appearance. The Employer shall furnish the employee who is involved in said accident with bail, bond and legal counsel and shall pay in full for same. Said bail, bond and legal counsel shall remain in effect for the employee until all legal action in connection with said accident is concluded.

If, under the Employer's direction, the vehicle is overloaded and there is a resulting fine and suspension of license, the Employer is liable for the fine and work opportunity lost. If the overload is the result of the employee's action or negligence, then the employee shall be solely responsible for the fine imposed and shall not receive any compensation for work opportunity lost.

C. Physical Examination Clause: All examinations when required by law or regulatory body and performed under the Employer's direction shall be paid for by the Employer.

D. War Reopening Clause: In the event of war, declaration of a national emergency or imposition of economic controls by any Federal authority during the life of this Agreement, the parties agree to reopen this Agreement for renegotiation of matters dealing with wages, hours or other working conditions.

E. New Equipment Reopening Clause: If an Employer puts into use any new type of equipment for which rate or pay are not established by this Agreement, the rates for such equipment shall be negotiated by the parties hereto. Increase in carrying capacity shall not be considered as a new type of equipment.

F. There will be two (2) ten (10) minute coffee breaks per shift; one break in the first half of the shift and one break in the second half of the shift.

G. On all work bid on the Islands of Martha's Vineyard, Nantucket, No Man's and the Elizabeth Islands, where an eight (8) hour day is actually worked, two (2) hours per day traveling time shall be paid at the single time rate to employees so employed if they travel by boat. On all work bid, the Employer agrees that when it is necessary for the men to work on Martha's Vineyard, Nantucket, No Man's and the Elizabeth Islands the men shall receive room and board if it is necessary, the cost of which is to be negotiated prior to the start of the work.

ARTICLE 20

Health and Welfare

Beginning June 1, 1999 each Employer agrees to contribute to the Construction Teamsters Health and Welfare Fund the sum of Four Dollars and Ninety Cents (\$4.90) per hour for each hour for which an employee receives pay, figured to the nearest quarter hour and an overtime hour shall be considered as a single contribution hour. But in no event shall the Employer be obligated to make contributions for more than 2,080 hours in any calendar year for any one of his employees.

Beginning December 1, 2000 the contribution rate shall be Five Dollars (\$5.00).

Beginning December 1, 2001 the contribution rate shall be Five Dollars and Twenty-five Cents (\$5.25).

The Trust shall be administered by six (6) Trustees, Three (3) of whom shall be Employer Trustees and Three (3) shall be Union Trustees. All payments shall be made to the fund by the twentieth (20th) of the month following the month they worked. The Fund shall be used for the purchase of payment of life and accidental death benefits, hospitalization, surgical, medical, sick and other welfare benefits as the Trustees may decide.

If an employee is absent because of illness or off-the-job injury for more than one (1) week and noti-

fies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours per week for a period of not more than four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, provided however, such contributions shall be for thirty-two (32) hours per week and shall not be paid for a period of more than six (6) months. Failure of the Employer to comply with the provisions of this Article shall be a breach of contract. The Trustees or their duly designated representative shall have the right to examine the payroll records of any Employer to determine whether proper contributions are being made. In the event of any default under this Article by an Employer, the Union shall have the right to cease work and use picket lines against such defaulting Employer. Any cost, including legal fees, incurred by the Trustees in the collection of obligations to make payments due to the Welfare Fund shall be borne by the defaulting Employer.

ARTICLE 21

Pension Fund

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

Commencing with the first day of June, 1999, and for the duration of the current collective bargaining

agreement between the Local Union and the Employer and any renewals or extension thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of *Three Dollars and Seventy-six Cents (\$3.76)* to the New England Teamsters and Trucking Industry Pension Fund, and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the first day of December, 1999, the said hourly contribution rate shall be *Three Dollars and Ninety-one Cents (\$3.91)* and commencing with the first day of December, 2000, the said hourly contribution rate shall be *Four Dollars and Six Cents (\$4.06)*. Commencing with the first day of December, 2001, the said contribution rate shall be *Four Dollars and Twenty-one Cents (\$4.21)*

and commencing with the first day of December, 2002, the said hourly contribution rate shall be Four Dollars and Thirty-six Cents (\$4.36). Commencing with the first day of December, 2003, the said contribution rate shall be the same rate as that negotiated by the New England Freight Committee.

A maximum of \$.15 will be contributed to the pension by the Employer if needed. If not needed it stays with the Employer. If the increase is above \$.15 it will be taken out of the employee's hourly wages.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40)

hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Pension Plan adopted by the Trustees of New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the trustees shall reasonably require, and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements o

this Article of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer having been notified that its contributions to the Fund have been under reported and/or underpaid fails within twenty (20) days after such notification to make any required self audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with the attorneys fees, and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the

grievance procedure and or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this Article regarding Pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this Article or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

ARTICLE 22

Arbitration & Grievance Procedures

A. Grievance Procedure: All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this Agreement shall be handled in the manner hereinafter set forth. It is

agreed that all matters pertaining to the interpretation of this agreement must be referred directly to the Joint Committee, provided that if a grievance has not been filed, the matter shall not be a subject of arbitration until a grievance is filed.

Step 1. All grievances must be made in writing to the other party within seven (7) days after the reason for such grievance has occurred. The aggrieved employees or employee's shop steward or another authorized representative of the Union shall first submit a written grievance to the job superintendent or his duly authorized representative. The Shop Steward or another authorized representative of the Union of the employees involved shall be present at any meeting between the job superintendent or his duly authorized representative must make a written disposition of the matter within twenty-four (24) hours after the submission of such written grievance thereto.

Step 2. If the disposition of the matter by the job superintendent or his duly authorized representative is not satisfactory the matter must be taken up by the Business Agent and representative of the Employer with authority to act, within forty-eight (48) hours of written disposition set forth in Step 1 unless a reasonable time extension is requested by either side.

Step 3. If the disposition of the matter in Step 2 is not satisfactory, either party has a right to file its grievance with the Joint Committee referred to in Section B of this Article within seventy-two (72) hours after Step 2. If a date has not been agreed upon

within thirty (30) days the grievance will move to arbitration.

Procedure to be followed at Arbitration Hearing:

1. Both parties must sign a submission form before cases are heard.

2. Each side may have only one postponement. Unless mutually agreed, if a second postponement is made, the party that is present will hear the case.

B. The Unions and the several Employers who are signatories to this Agreement shall together establish for the duration of this Agreement a Joint Committee to be known as the "Massachusetts Heavy and Highway Construction Joint Committee." The Joint Committee shall consist of two (2) representatives of the Union. All meetings of the Joint Committee must be attended by each member or his alternate, but the absence of any member or alternate shall not invalidate the action of the members of the Joint Council Committee who are present. The parties in the Joint Committee shall have equal power regardless of the number on each side.

It shall be the function of the Joint Committee to settle disputes and grievances which cannot be settled in accordance with Steps 1, 2 and 3 of the grievance procedure. The Joint Committee shall meet monthly and shall formulate rules of procedure to govern the conduct of its proceedings, including the time, date and place of meetings. A decision by a

majority of the Joint Committee shall be final and binding on the parties and the employees involved. Failure of either party involved to comply with any final decision of or to submit to the jurisdiction of the Joint Committee shall give the other party the immediate right to all legal and economic recourse.

C. **Rights of the Joint Committee:** The Massachusetts Heavy and Highway Construction Joint Council Committee shall have the right to investigate all facts pertaining to the dispute. The Joint Committee as well as the Local Union's Business Agent and/or stewards shall, upon each dispute or grievance processed in accordance with this Article, have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute. Both parties shall be entitled to present such evidence and witnesses in support of their position as they see fit.

D. **Arbitration:** If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel of the Joint Committee, then the grievance shall be submitted to the American Arbitration Association for final and binding decision pursuant to its rules.

In the event that the losing party fails to abide by the arbitrator's decision, or that either party refuses to submit to his jurisdiction, the other party shall have the right immediately to take all legal and economic recourse.

E. Violations concerning wages, hours and Pension and Health & Welfare payments shall not be subject to the grievance procedure. In such cases, the Union shall give three (3) working days' notice to the Employer that the Union will withdraw its men from the Employer's service. If the Employer contend there is a question within the aforesaid three (3) working days, with a copy to the Local Union and a copy to the Secretary of the Council. When a grievance has been filed, there shall be no stoppage pending resolution of the grievance pursuant to A. 3 and the subsequent provisions of this Article.

F. With regard to new equipment which is within the Teamsters jurisdiction and with regard to equipment within Teamsters jurisdiction for which no wage rates appear herein, such wage rates shall be resolved pursuant to Article 21, Section A (3) and the subsequent provisions appearing thereafter in this Article. There shall be no deadlining of equipment or work stoppage pending resolution of the question and the agreed upon rates shall be retroactive.

G. A grievance under Section F and G of Article 14 of this Agreement shall be processed directly and immediately with the Joint Committee.

H. The administrative costs of the Joint Committee shall be borne equally by the Association and the Union. In each case, submitted by either the Union or Association, there will be a twenty-five dollar (\$25.00) fee, payable by both the contractor and the Union. Non-Association employers shall pa

a service fee of one hundred dollars (\$100.00) per dispute session to the Joint Committee, which fee shall be deposited in the Joint Committee Administrative Account subject to disbursement for committee business purposes by mutual agreement.

ARTICLE 23

Termination

The terms of this Agreement shall continue in force until June 1, 2004 except as hereinafter provided, and shall then renew itself from year to year unless either party at least sixty (60) days prior to the expiration of this Agreement of a desire to amend this Agreement. The Agreement expresses the complete understanding of the parties on the subject of working conditions, hours and labor and all other conditions of employment, including wages. It is further agreed that neither the Union nor the Employer will present any demands or claims not included herein during the life of this Agreement except as herein above stated.

No strike or lockout shall be declared pending the sixty (60) days' notice above provided for.

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

FOR THE UNION:

Paul V. Walsh, Chairman

Stuart Mundy, Director

Dave Craig

Rick Fernandes

Alice Therese Riley-King

John P. Mahoney

Victor Nuzzolilo

Mike O'Connor

Jim Peters

Bernie Tyler

UNION NEGOTIATING COMMITTEE

FOR THE ASSOCIATION:

Bob Prosperi, Chairman

Steve Lynch

Peter Martin

Maureen McCaffrey

John McNamara

Steve White

John D. O'Reilly III, Counsel

EMPLOYER'S NEGOTIATION COMMITTEE

WAGES

Zone A = Geographic Area of Local 379

Zone B = Geographic Area of Locals 42, 49, 59, 170, 251, 437 and 653

Zone C = Geographic Area of Local 404

| | 6/1/99 | 12/1/99 | 6/1/00 | 12/1/00 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|
| Station Wagons, Panel Trucks, Trucks & Pickup Trucks | | | | |
| Zone A | \$ 21.23 | \$ 21.58 | \$ 21.93 | \$ 22.28 |
| Zone B | \$ 20.13 | \$ 20.48 | \$ 20.83 | \$ 21.18 |
| Zone C | \$ 19.00 | \$ 19.32 | \$ 19.64 | \$ 19.96 |
| Two-Axle Equipment: Helpers on Low Bed when assigned at the direction of the Employer, Warehousemen, Forklift Operators and Sweepers | | | | |
| Zone A | \$ 21.40 | \$ 21.75 | \$ 22.10 | \$ 22.45 |
| Zone B | \$ 20.30 | \$ 20.65 | \$ 21.00 | \$ 21.35 |
| Zone C | \$ 19.17 | \$ 19.49 | \$ 19.81 | \$ 20.13 |
| Three-Axle Equipment and Tiremen | | | | |
| Zone A | \$ 21.47 | \$ 21.82 | \$ 22.17 | \$ 22.52 |
| Zone B | \$ 20.37 | \$ 20.72 | \$ 21.07 | \$ 21.42 |
| Zone C | \$ 19.24 | \$ 19.56 | \$ 19.88 | \$ 20.20 |
| Four & Five-Axle Equipment | | | | |
| Zone A | \$ 21.59 | \$ 21.94 | \$ 22.29 | \$ 22.64 |
| Zone B | \$ 20.49 | \$ 20.84 | \$ 21.19 | \$ 21.54 |
| Zone C | \$ 19.36 | \$ 19.68 | \$ 20.00 | \$ 20.32 |
| Specialized Earth-Moving Equipment under 35 tons other than conventional type trucks; Low Beds, Vac-Haul, Paving Restoration Equipment; Mechanics | | | | |
| Zone A | \$ 21.69 | \$ 22.04 | \$ 22.39 | \$ 22.74 |
| Zone B | \$ 20.59 | \$ 20.94 | \$ 21.29 | \$ 21.64 |
| Zone C | \$ 19.46 | \$ 19.78 | \$ 20.10 | \$ 20.42 |

SCHEDULE A

| 6/1/01 | 12/1/01 | 6/1/02 | 12/1/02 | 6/1/03 | 12/1/03 |
|----------|----------|----------|----------|----------|----------|
| \$ 22.73 | \$ 22.98 | \$ 23.48 | \$ 23.98 | \$ 24.48 | \$ 25.13 |
| \$ 21.63 | \$ 21.88 | \$ 22.38 | \$ 22.88 | \$ 23.38 | \$ 24.03 |
| \$ 20.36 | \$ 20.58 | \$ 21.03 | \$ 21.48 | \$ 21.93 | \$ 22.51 |
| \$ 22.90 | \$ 23.15 | \$ 23.65 | \$ 24.15 | \$ 24.65 | \$ 25.30 |
| \$ 21.80 | \$ 22.05 | \$ 22.55 | \$ 23.05 | \$ 23.55 | \$ 24.20 |
| \$ 20.53 | \$ 20.75 | \$ 21.20 | \$ 21.65 | \$ 22.10 | \$ 22.68 |
| \$ 22.97 | \$ 23.22 | \$ 23.72 | \$ 24.22 | \$ 24.72 | \$ 25.37 |
| \$ 21.87 | \$ 22.12 | \$ 22.62 | \$ 23.12 | \$ 23.62 | \$ 24.27 |
| \$ 20.60 | \$ 20.82 | \$ 21.27 | \$ 21.72 | \$ 22.17 | \$ 22.75 |
| \$ 23.09 | \$ 23.34 | \$ 23.84 | \$ 24.34 | \$ 24.84 | \$ 25.49 |
| \$ 21.99 | \$ 22.24 | \$ 22.74 | \$ 23.24 | \$ 23.74 | \$ 24.39 |
| \$ 20.72 | \$ 20.94 | \$ 21.39 | \$ 21.84 | \$ 22.29 | \$ 22.87 |
| \$ 23.19 | \$ 23.44 | \$ 23.94 | \$ 24.44 | \$ 24.94 | \$ 25.59 |
| \$ 22.09 | \$ 22.34 | \$ 22.84 | \$ 23.34 | \$ 23.84 | \$ 24.49 |
| 20.82 | \$ 21.04 | \$ 21.49 | \$ 21.94 | \$ 22.39 | \$ 22.97 |

| | 6/1/99 | 12/1/99 | 6/1/00 | 12/1/00 |
|--------------------------------------------------------------------------------------|----------|---------------------------|----------|---------------------|
| Specialized Earth-Moving Equipment 35 Tons or over, and articulating end dumps | | | | |
| Zone A | \$ 21.98 | \$ 22.33 | \$ 22.68 | \$ 23 |
| Zone B | \$ 20.88 | \$ 21.23 | \$ 21.58 | \$ 21 |
| Zone C | \$ 19.75 | \$ 20.07 | \$ 20.39 | \$ 20 |
| Trailers for Earth Moving Equipment | | | | |
| Zone A | \$ 22.27 | \$ 22.62 | \$ 22.97 | \$ 23 |
| Zone B | \$ 21.17 | \$ 21.52 | \$ 21.87 | \$ 22 |
| Zone C | \$ 20.04 | \$ 20.36 | \$ 20.68 | \$ 21 |
| Powder truck \$0.25 differential by axle | | | | |
| Tunnel Work (underground only) \$0.40 differential by axle | | | | |
| Hazardous Materials (In Hot Zone only) \$2.00 premium | | | | |
| Health & Welfare payment | | <u>6/1/99</u> \$ 4.90 | | <u>12/1</u> \$ 5 |
| Pension | | <u>12/1/99</u> \$ 3.91 | | <u>12/1</u> \$ 4 |

| 6/1/01 | 12/1/01 | 6/1/02 | 12/1/02 | 6/1/03 | 12/1/03 |
|----------|----------|----------|----------|----------|----------|
| \$ 23.48 | \$ 23.73 | \$ 24.23 | \$ 24.73 | \$ 25.23 | \$ 25.88 |
| \$ 22.38 | \$ 22.63 | \$ 23.13 | \$ 23.63 | \$ 24.13 | \$ 24.78 |
| \$ 21.11 | \$ 21.33 | \$ 21.78 | \$ 22.23 | \$ 22.68 | \$ 23.26 |
| | | | | | |
| \$ 23.77 | \$ 24.02 | \$ 24.52 | \$ 25.02 | \$ 25.52 | \$ 26.17 |
| \$ 22.67 | \$ 22.97 | \$ 23.42 | \$ 23.92 | \$ 24.42 | \$ 25.07 |
| \$ 21.40 | \$ 21.62 | \$ 22.07 | \$ 22.52 | \$ 22.97 | \$ 23.55 |

12/1/01

\$ 5.25

12/1/01

\$ 4.21

12/1/02

\$ 4.36

12/1/03

same as
freight, if
needed,
will come
out of
wages

SCHEDULE B

This Contract covers the following companies and any other companies who sign in the future:

BORGGAARD CONSTRUCTION CORP.

73 Creeper Hill Road, Box 473
North Grafton, MA 01536
(508) 839-5573

BRUNALI CONSTRUCTION COMPANY

109 Summer Street
Southington, CT 05489
(203) 628-5587

E A N CORPORATION

850 Providence Highway
Dedham, MA 02026
(781) 326-1332

J.H. LYNCH & SONS, INC.

First Street
Cumberland, RI 02864
(401) 333-4300

MODERN CONTINENTAL CONSTRUCTION CO.

600 Memorial Drive
Cambridge, MA 02139
(617) 864-6300

TILCON CAPALDI, INC.

718 Grand Army Highway
Swansee, MA 02777-4597
(508) 677-3300

J. F. WHITE CONTRACTING COMPANY

P.O. Box 240
Newtonville, MA 02160
(617) 964-0100

FOR THE ASSOCIATION OR EMPLOYER:

COMPANY NAME _____

BY _____

TITLE _____

DATE _____

FOR THE UNION:

LOCAL _____

BY _____

TITLE _____

DATE _____

**DO WE HAVE
YOUR
CORRECT
ADDRESS?**

