International Union of Operating Engineers Local 4 and its Branches

2022-2027

MASTER DOCUMENT

2022–2027
MASTER DOCUMENT

and
Provisions of the Agreements
between

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
Local 4 and its Branches**

and

**Labor Relations Division of
Construction Industries of Massachusetts**

**Foundation & Marine Contractors
Association of New England, Inc.**

**Building Trades Employers Association
of Boston and Eastern Massachusetts**

**Labor Relations Division of the
Associated General Contractors of
Massachusetts, Inc.**

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PART ONE MASTER DOCUMENT

FOREWORD

The Collective Bargaining Agreements between the International Union of Operating Engineers Local 4 and its Branches, and the Labor Relations Division of Construction Industries of Massachusetts, the Foundation & Marine Contractors Association of New England, Inc., the Building Trades Employers Association of Boston and Eastern Massachusetts and the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc. are separate and distinct Collective Bargaining Agreements. They are incorporated herein for convenience.

The parties have endeavored to accurately transcribe the provisions of the separate Agreements into this Master Document. In the event of a conflict between this document and the separate Collective Bargaining Agreements, the Collective Bargaining Agreements shall prevail.

PREAMBLE

These Agreements are 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, 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.

Part One – Article I

TERRITORIAL JURISDICTION

These Agreements apply to the territorial jurisdiction granted to Local Union 4 and its Branches by the IUOE as follows: Eastern part of the Commonwealth of Massachusetts excluding seven (7) townships in Worcester County and 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.

Additionally, the Foundation & Marine Contractors Association of New England, Inc. Agreement also applies to the five easterly counties in New Hampshire consisting of Coos, Carroll, Strafford, Belknap and Rockingham; and the entire state of Maine.

Part One – Article II

LABOR MANAGEMENT RELATIONS

Section 1. The Local is recognized as the sole and exclusive agency and representative of the employees covered by these Agreements for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment, and for the purpose, also, of other mutual aid and protection. The Employer shall not make any agreement in conflict with the provisions of these Agreements.

Section 2. Subject to applicable existing Federal and State Laws, each Employer recognizes that the Local is the established and prime source of skilled and dependable labor necessary or required to perform the kind of work covered within its craft jurisdiction and that the Local is normally ready, able, and willing to supply such kind and quality of labor; and the Employer recognizes that all labor to be hired shall be of a kind and quality able to work efficiently with other labor employed or to be employed on work. The Employer agrees that on occasion of need for such labor, it shall notify the Local of the need for qualified workers in the classifications within its craft jurisdiction.

Section 3. Qualified workers procured as hereinafter provided or from other sources, if they are not members of the Local, shall apply for and become and remain members of the Local after the expiration of seven (7) days from the date of their employment or from the date of execution of this Agreement, whichever is later.

Section 4. All employees shall be hired by the Employer. The Employer and the Local mutually agree that there shall be no discrimination with regard to an employee's race, creed, color, gender, religion, military, age, or national origin in regards to job referral or conditions of employment. The parties to

these Agreements agree to comply with and adhere to the intent and purpose of the Civil Rights Act of 1964. The Local agrees that it will assist the Employer in meeting these obligations under plans which have been jointly accepted by the parties.

Section 5. The parties agree that there shall be no lockouts by the Employer, nor any strikes or stoppage of work by the Local except for nonpayment of wages, including contributions to the Health & Welfare, Pension, Annuity & Savings 401(k) Plan, Cooperation Trust and Training Funds.

Part One – Article III

SUBCONTRACTING

Section 1. The Employer agrees that neither he/she nor any of his/her subcontractors will subcontract any work covered by this Agreement, to be done at the site of construction, alteration, painting or repair of a building, structure or other work (including quarries, rock, sand and gravel plants, established on or adjacent to the job site to process or supply materials for the convenience of the Employer for job-site use) except to a person, firm or corporation, party to a current labor agreement with the Local.

Section 2. This paragraph shall be interpreted and enforced consistent with Section 8 (e) of the Labor Management Relations Act, as amended.

Section 3. The Employer shall be responsible for the monthly payment of fringe benefit contributions measured by the hours worked at the Employer's job sites by Owner/Operators performing work covered by this Agreement. Such payment shall not be considered an agreement that such Owner/Operators are employees of the Employer. The parties agree that, where practical, preference on overtime shall be given to Local 4 employees, rather than to Owner/ Operators.

Section 4. By Friday of the first and third weeks of each month the Employer shall notify the Local, by facsimile transmission, of Owner/Operators engaged on their projects and the hours they have worked.

Part One – Article IV

HOLIDAYS

Section 1. The holidays which are to be observed in these Agreements are as follows: New Year's Day, Presidents' Day, Patriots' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, or days on which these holidays are observed. At the Employer's election, an Employer may swap the Columbus Day Holiday for the day after Thanksgiving. The Employer must give all Employees written notice of this option at least one (1) week in advance of the Columbus Day Holiday. When an Employer elects to take the

day after Thanksgiving in lieu of the Columbus Day Holiday and Employees who would have been eligible for the Columbus Day Holiday are laid off before Thanksgiving they will be paid the one (1) day of holiday pay for the day after Thanksgiving.

Section 2. An employee on straight time shall receive eight (8) hours' straight time pay for a holiday not worked, including a holiday falling on Saturday. An employee on straight time, who is laid off, shall receive holiday pay for a holiday, including a holiday falling on Saturday if he/she has worked three (3) days in the calendar week in which the holiday falls.

Section 3. Engineers or assistant engineers/ apprentices, working under the provisions of **"Section A,"** on a broken time or daily basis shall be paid holiday pay at the broken time or daily rate for a holiday falling within the regular work week, or on Saturday, provided they have worked a total of three (3) days including the work day immediately preceding the holiday within any period of five (5) regular work days (including the holiday) in which the holiday falls. Engineers working under the provisions of **"Sections B or C"** shall receive holiday pay at the straight time rate provided they have worked three (3) days in said week.

Section 4. Employees shall not be eligible for holiday pay when they fail without cause, to work the regular

work day preceding the holiday or the regular work day following the holiday.

Section 5. Engineers or assistant engineers/ apprentices ordered out on a holiday shall receive a guarantee of eight (8) hours work at three (3) times their regular rate of wages within the hours of their regular shift, except that engineers employed on a seven (7) day power-driven heater or pump operation shall be paid double time and one-half (1/2), and in the case of emergency public utility work shall be paid double time.

Section 6. No work shall be performed on Labor Day except in case of danger to life, health, or property.

Part One – Article V

HOISTING MACHINE CREWS

Section 1. Hoisting machine crews shall consist of an operator and an assistant engineer, an assistant engineer fireman or an apprentice. The term "hoisting machine" shall apply to cranes, locomotive cranes, climbing cranes, tower cranes, cranes operated from scows, land and floating steam pile drivers, whirlies, lighters, drill rigs (of the type used to install caissons or drilled shafts), gradalls, dragline machines, and cherry pickers/hydraulic cranes, except that cherry pickers/hydraulic cranes, of not over one hundred (100) ton rated capacity and boom and jib lengths not

exceeding manufacturer's specifications, shall require an engineer only. This exception does not apply to lattice boom cranes. The use of apprentices for transportation and assembly of the above mentioned cherry pickers/hydraulic cranes is encouraged.

Section 2. For traveling derricks and derricks of fifty (50) ton or over, except as provided above, two (2) or three (3) derricks shall require one (1) assistant and four (4) to six (6) derricks two (2) assistants. Lighters of less than twelve (12) ton capacity shall require an assistant only when digging or using steam hammer.

Section 3. The assistant engineers/apprentice on hoisting machines shall be a person who will work in harmony with the operator.

Section 4. Crane capacity is recognized as both a function of maximum capacity at minimum radius and capacity at an effective working radius. Cranes marketed and sold elsewhere in the country at a given capacity will be recognized in this Agreement at that capacity.

Section 5. Assistant engineers/oilers will not be required on individual excavators, rather, the following terms and conditions shall apply to assistant engineers/apprentices:

(a) The assistant engineer/apprentice shall assist the Operating Engineer by facilitating the loading and movement of trucks.

(b) On "hoisting machines" the assistant engineer/ apprentice may be allowed a minimum of two (2) hours a week operating time, at the discretion of the operator and Employer's representative.

Part One – Article VI

APPRENTICESHIP

Section 1. Apprentices, subject to availability, will be referred to each Employer in the ratio of one (1) Apprentice to each six (1:6) Journey-members employed. "Hoisting machines," as defined in the Collective Bargaining Agreement, and Group III equipment, will not be computed into this ratio. Hoisting machines will continue to be manned as required in the Agreement.

Section 2. The Employer shall not layoff an Apprentice for lack of work, unless notice has been given to the Local at least twenty-four (24) hours prior to layoff. When equipment is shut down the Apprentices will not replace the Journey-member.

Section 3. The parties agree to comply with the Standards of Apprenticeship for Operating Engineers as established by the Joint Apprenticeship & Training Committee. The Apprentice shall assume such duties as are agreed to by the Joint Apprenticeship and Training Trustees.

Section 4. The classification of Apprentices (e.g.

First Year, Second Year, etc.) shall be defined by the Apprenticeship and Training Coordinator. Apprentices, upon successful completion of each incremental milestone, shall receive a 5% step rate increase based on the Group I wage classification.

(a) Induction to successful completion of probationary period: 55%

(b) Second six months of Apprenticeship to successful completion of first year: 60%

(c) Third six months of Registered Apprenticeship: 65%

(d) Fourth six months of Apprenticeship to successful completion of second year: 70%

(e) Fifth six months of Registered Apprenticeship: 75%

(f) Sixth six months of Apprenticeship to successful completion of third year: 80%

(g) Seventh six months of Registered Apprenticeship: 85%

(h) Eighth six months of Apprenticeship to completion of Program: 90%

Section 5. Probationary Apprentices shall not have contributions for the Pension or Annuity Plans, nor deductions for the Annuity & Savings 401(k) Plan, made on their behalf. Upon successful completion of

the probationary period and acceptance into the Local Union, Apprentices shall participate in all Fringe Benefit Plans offered by the Local. It is expected that not more than one (1) First Year Apprentice will be assigned to the same site.

Section 6. Apprentice Engineers, may be assigned as Assistant Engineers on "hoisting machines" and will be compensated at the appropriate apprentice step rate.

Section 7. Graduate Apprentices may be assigned to operate cranes, cherry pickers, truck cranes or other "hoisting machines," for a period of one (1) year and will be compensated at the rate specified in the Collective Bargaining Agreement. Graduate Apprentices, working in the Crane Rental Industry during this interval, may also be dispatched as the assistant engineer on a "hoisting machine."

Section 8. Upon completion of the formal Apprenticeship Program (or the additional year when assigned to cranes, cherry pickers, truck cranes or other hoisting machines) Apprentices shall transfer out of the registered Apprenticeship Branch into a Journey-member Branch.

Part One – Article VII

GENERAL PROVISIONS

Section 1. When pumping is required twenty-four

(24) hours a day, seven (7) days a week, four (4) shifts shall be employed, each of which shifts shall receive forty (40) hours wages at straight time and two (2) hours wages at double time. When work is performed on Saturday or Sunday, and the pumping operation is indispensable to such work, then premium pay shall be paid for all the pump operators on Saturday or Sunday. Holidays shall be paid at three (3) times the regular rate of wages.

On private construction jobs, that are not subject to a Project Labor Agreement where around the clock manning would pose a competitive disadvantage to Union Contractors, this requirement will be waived. Proper prior discussion with Business Representative is required in this situation.

(a) The above provisions shall not apply to tunnel work which shall continue to be paid in accordance with the regular overtime provisions of this Agreement.

Section 2. When power driven heaters are used twenty-four (24) hours a day, seven (7) days a week, four (4) shifts shall be employed starting Monday at 8 A.M. Said four (4) shifts shall consist of six (6) hours duration each. Each week each shift shall receive forty (40) hours wages at straight time and two (2) hours at double time except for a week including a holiday. Notwithstanding any other provision(s) contained

herein, such continuous heater operation shall terminate at 8 A.M. Monday.

Section 3. The following regulations shall apply to high speed electric conveyors:

(a) One (1) to five (5) conveyors without a generator, Group III. One (1) to five (5) conveyors with a generator, Group I (straight or daily rate).

(b) More than five (5) conveyors, Group I (straight or daily rate.)

(c) When more than one (1) line of conveyors is required, an additional engineer shall be employed for each additional line.

(d) When more than one (1) control location is required on a line an additional engineer shall be employed for each additional control location.

(e) Engineers shall set up and dismantle the conveyor operation.

Section 4. When a sonic or vibratory hammer is used with or without a generator, an engineer shall be employed at Group II rate, and shall operate both the generator and the console.

Section 5. Dozers, tractors, and scrapers will be furnished with cabs and curtains and summer and winter fans. On dusty operations when water or a proper substitute is not used, the Employer shall furnish breathing masks.

(a) Shovels, cranes, backhoes, gradalls, front end loaders, and shovel dozers shall be equipped with heaters.

(b) On paving equipment wind breakers will be installed when cold weather requires such, and where the structure of the machine makes such practical.

Section 6. On grease trucks with power unit, an engineer shall be employed at maintenance engineer's rate, and if, in the opinion of the Employer, an assistant is required, the assistant shall be an apprentice.

Section 7. Employees using their own vehicles as an escort vehicle shall be paid travel expenses at the rate of eighty-five (85) cents per mile for such use. It is understood and agreed that when employees utilize their own vehicles to provide such escort duty, the Employer will assume liability and indemnify the employee for any claims or liability in excess of any insurance coverage that the employee may have.

Section 8. Not less than three (3) engineers shall be employed on the installation of and final dismantling of a wellpoint system.

Section 9. The Employer recognizes the traditional participation of the Operating Engineers in the assembly, on-site moving, erection and maintenance of all equipment covered by this Agreement. The

Employer further recognizes that the fabrication, assembly, maintenance, welding and repair of that equipment on the job-site is the work of the Operating Engineer.

Section 10. Conventional (cable controlled) clamshell and slurry buckets shall be classified as Group Ic.

Section 11. For measurement of boom length in regards to "all" types of tower cranes, effective January 1, 2009, the length shall be the sum of the two distances: 1.) The elevation under the hook; 2.) The distance from the head sheave pin to the back of the counterweights. For cranes with "luffing booms," the length shall be the sum of the two distances: 1.) The elevation to the luffing boom foot pins; 2.) The distance from the luffing boom foot pin to the head sheave pin. An oiler is required at all times for all tower cranes except tower cranes with a max capacity of less than 12,000 pounds an oiler is only required for assembly and dismantling.

Section 12. Boom lengths apply to cranes on roofs or similar elevated positions. Engineers receiving any boom length wage additive shall be paid such rate for the full payroll period, even though the boom is shortened.

Section 13. Prior to the use of new methods or new equipment that may come under these Agreements, the manning of such equipment or system, the wage

classification and the methods to be used in operating such systems or equipment shall be discussed at a pre-job conference. In the event the parties do not reach agreement in the pre-job conference the dispute provisions of these Agreements shall be used.

Section 14. Equipment and techniques, used primarily in HazMat cleanups, such as robotic controlled equipment, concrete cleaning machines, ultra-high pressure water-jet cutting tool systems, vacuum blasting machines and the maintenance technicians needed to service this equipment, will be discussed at a pre-job conference.

Section 15. Industrial fork lifts/chisel trucks, hoisting not over nine (9) feet, shall be operated by a utility technician and shall be classified as Group III.

Section 16. Track mounted and hydraulic operated self-unloading material movers, shall be classified as Group III. Track mounted material movers, equipped with a "dozer" type blade, shall be classified as Group II.

Section 17. Welding machines need not be manned. In the event an Employer desires to man welding machines, an engineer will be assigned at the Group III rate.

Section 18. A single submersible electric pump of not over three (3) inches in suction diameter may

be operated without an engineer. In the event an Employer desires to man the pump, an engineer will be assigned.

Section 19. A single compressor of not over 185 cfm, may be operated without an engineer. In the event an Employer desires to man the compressor, an engineer will be assigned.

Section 20. The issue of change facilities will be discussed at the pre-job conference, or as site conditions evolve, and will be provided where warranted by on-site conditions.

Section 21. In the case where the owner, developer or 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. The Employer shall provide verification of such a requirement upon the request of the Local Union.

Section 22. The use of cell phones or similar personal communication devices is prohibited during working hours.

Section 23. If the majority of the other trades on a given project have agreed to work four (4) tens, Local 4, after ample notification to the Business Representative, will also agree to this schedule. The schedule does not have a provision for a make-up day. Operators will be paid on an overtime basis for all

hours in excess of the scheduled 4-10's, including the guaranteed work week and holiday.

Part One – Article VIII

WORK WEEK

Section 1. Engineers and assistant engineers/apprentices, employed on a straight time basis, shall receive forty (40) hours straight time pay each payroll period of employment except in the following circumstances:

(a) At the completion of work for a machine, which may come only after at least one (1) full payroll period immediately preceding completion, engineers or assistant engineers/apprentices shall receive no less than three (3) days' pay, unless, the work extends beyond the third day, in which case a full week's wages shall be paid.

(b) When the Employer shuts down a job for the winter season, engineers and assistant engineers/apprentices who have been employed at least one (1) full payroll period immediately preceding the shut-down, shall receive no less than three (3) days' pay, unless the work extends beyond the third day, in which case a full week's wages will be paid.

(c) Engineers and assistant engineers/apprentices whose employment begins after the start of the payroll period, shall receive pay only for those

straight time days remaining in said payroll period provided such days are immediately followed by one (1) full payroll period.

(d) Engineers and assistant engineers/apprentices laid off on other than completion of work for a machine shall receive forty (40) hours pay at the conclusion of the payroll period in which layoff takes place, and if rehired anytime in the payroll period immediately following, shall be paid for those straight time days intervening between the layoff and rehiring. If however, more than one (1) full payroll period intervenes between layoff and rehiring, then they shall receive pay only for those days remaining in the payroll period in which they are rehired provided such remaining days are immediately followed by one (1) full payroll period.

(e) 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.

(f) The Employer is not required to pay the forty (40) hour work week guarantee for days not worked due to a State of Emergency that has been declared by the Governor of Massachusetts prior to the start of the workday.

Section 2. In cases where the owner, developer, or awarding authority limits the hours to be worked, the Employer may work an eight (8) hour off shift, inclusive of lunch period, at straight time rates. Upon request, the Employer shall produce verification of this requirement.

Section 3. Any engineer or assistant engineers/ apprentice desiring to quit his/her job shall notify the Employer and Business Representative, and shall continue on the job until relieved by a competent engineer or assistant engineer.

Section 4. On application of termination clause, the calendar week shall govern. On layoffs, the engineer or assistant engineers/apprentice shall be paid off one-half (1/2) hour before regular quitting time.

Section 5. For training hours required by a project owner or awarding authority (such as Keolis or Massport) on a week day prior to the start of a job, the applicable wage rate shall be the Group III broken time rate for a guaranteed minimum of eight (8) hours except for employees whose rate on the job will be less than Group III broken time rate, who will receive their regular rate for these training hours. The full amount of benefit contributions will be paid for each such hour. This section shall not apply to any OSHA training, general contractor's orientation or training, or any orientation or training with regard

to any Project Labor Agreement. This section will apply to an Employer who is regularly engaged in the business of renting cranes provided that the employee is guaranteed eight (8) hours and does not return to work the same day.

Part One – Article IX

STEWARDS

Section 1. The Local may appoint stewards on jobs. Stewards shall not be discriminated against because of their legitimate activities on behalf of the Local. In the event a steward is laid off, he/she shall be given consideration on any new job opportunity for which he/she is qualified.

Section 2. On jobs bid on or after June 1, 1999, with a dollar value in excess of $25 million, the steward shall be assigned at equipment mobilization and may function as a utility technician until such time as a more appropriate assignment becomes available.

Section 3. There shall be no non-working stewards. Stewards shall be allowed to reasonably consult other engineers and assistant engineers/apprentices on the job with as little interruption as possible to work.

Business Representatives shall be allowed to visit all jobs, inspect cards, appoint stewards, and enforce the provisions of this Agreement.

SATURDAYS, SUNDAYS, AND INCLEMENT WEATHER

Section 1. Engineers and assistant engineers/apprentices, when ordered out on a Saturday or Sunday shift, shall receive a guarantee of eight (8) hours work at premium pay, unless the inclement weather clause conditions apply.

Section 2. In the event that members of the Local are ordered out for work on Saturday and/or Sunday, and due to inclement weather only are unable to work, they shall be paid as follows:

(a) For reporting but not starting, they shall receive two (2) hours at the premium rate.

(b) For starting work, they shall receive no less than four (4) hours at the premium rate.

(c) For working beyond the fourth hour they shall receive a minimum of eight (8) hours at the premium rate.

Section 3. In the event the operator determines that he/she is unable to work due to high winds, the inclement weather clause shall apply.

Section 4. On Saturday, Sunday and Holidays, the Employer may advance starting time of a shift by one (1) hour.

Section 5. Sunday Work Hours. Notwithstanding any provision regarding work hours set by an awarding authority or general contractor, double time shall be paid for all hours actually worked on Sundays.

PART A

Provisions of the Agreement with

LABOR RELATIONS DIVISION

Construction Industries of Massachusetts

This Agreement made this 1st day of June 2022, by and between **Labor Relations Division of Construction Industries of Massachusetts,** hereinafter called the **"Association,"** on behalf of its members, each of which members is hereinafter designated as the "Employer," and the **International Union of Operating Engineers Local 4 and its Branches,** hereinafter designated as the **"Local."**

Part A – Article I

SCOPE OF EMPLOYMENT

Section 1. The terms of this Agreement shall apply to 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, dams, water treatment plants, sewage treatment plants, subways, driveways, grade separation involving highways, conduits, service mains, sewers in trenches, foundations other than those 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, 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.

Section 2. There shall be EXCLUDED, however, from this Agreement all building construction, construction of pumping stations, except when fully integrated in a heavy construction project, demolition of building superstructures, construction of oil terminals, piers, docks, and marine projects and all work performed with floating equipment (cranes or other equipment operated from scows shall be classified as floating equipment). There shall also be EXCLUDED from the Agreement work involved in the erection of structural steel, the driving of steel H-piles and precast concrete piles, concrete piles, pipe piles, and vertical sand drains, unless such work is merely incidental to the work being performed on a particular project.

Section 3. The terms of this Agreement shall apply to all work usually and customarily performed by Local 4 and its Branches within its craft jurisdiction.

Part A – Article II

HOURS

Section 1. The regular work day shall consist of eight (8) hours, work to start on a one (1) or two-shift operation not earlier than 7 A.M. If the Employer decides the starting time is to be 7 A.M. instead of 8 A.M., he/she shall continue starting at that time for at least five (5) consecutive work days.

Section 2. The regular work week shall be forty (40) hours, Monday through Friday, consisting of eight (8) hours each day, and said eight (8) hour day shall be concluded not later than 4:30 P.M.

Section 3. In case of a two-shift operation, the second shift shall begin no later than one (1) hour after the completion of the first shift, but, in no event, after 5:30 P.M., and such second shift shall be inclusive of a one-half (1/2) hour lunch period.

Part A – Article III

OVERTIME

Section 1. Time and one-half (1/2) shall be paid on all classifications for overtime, and double time shall be paid for all work on Sundays. Double time shall be paid for overtime for work indispensable to any operation upon which workers of any other trade then working are being paid double time.

Section 2. Overtime shall be computed in one-half (1/2) hour periods, and any fractional part of such period shall count as one-half (1/2) hour at the premium rate except in the case of assistant engineers/apprentices who are required to work before starting time or after quitting time, in which case they shall be paid overtime computed in one-quarter (1/4) hour periods, and any fractional part of such period shall count as one-quarter (1/4) hour at the premium rate.

Part A – Article IV

SPECIAL PROVISIONS

Section 1. All employees shall be hired and selected by the Employer. On jobs where there is no master mechanic, the Employer shall notify the Local as soon as possible of any additional members who have been employed.

Section 2. The Employer shall furnish, during the course of the day's work, whatever transportation is necessary for the carrying out of a work assignment on the job site. It is understood the Employer will provide either his/her own vehicle or that of a recognized rental company for this purpose. This service shall not include transportation to and from the job site at the beginning or end of the day, but neither will this prohibit the voluntary providing of such transportation by the Employer.

Section 3. An employee, furnishing tools to carry out

a work assignment, shall cause an inventory of such tools to be taken by the Employer, and the Employer agrees to reimburse such employee for tools lost as a result of forced breaking and entering.

Section 4. In case of emergencies involving delays, it is agreed that a maintenance engineer may operate a bulldozer, road roller, etc., for a few hours but not exceeding a day, and it is further agreed that in case of an equipment breakdown, the operator or crew of such equipment may be moved to an idle machine on the same job for the remainder of that day only.

Section 5. When six (6) or more engineers on a day shift in Groups I and II (excluding rollers and spreaders when used in an asphalt paving operation, unless used with other equipment) of the Wage Schedule are employed by an Employer on any one (1) contract job, a master mechanic shall be selected by the Employer. When there are six (6) to ten (10) such engineers, the master mechanic shall work with the tools as required by the Employer. When eleven (11) or more such engineers are employed, the master mechanic shall not work with the tools except to make repairs in an emergency.

Section 6. 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 straight

time, forty (40) hours, who shall be responsible for the equipment under our jurisdiction and shall be required to work with tools, if necessary, as directed by the Employer.

Section 7. When three (3) shifts are employed, the starting time shall be Monday, 8 A.M., 4 P.M. and 12 P.M., respectively, and the last shift shall have completed a forty (40) hour week by 8 A.M. the following Saturday. All work between 8 A.M. Saturday and 8 A.M. Sunday shall be paid for at the rate of time and one-half (1/2), and all work between Sunday 8 A.M. and Monday 8 A.M. shall be paid for at the rate of double time, provided it is on a three-shift operation. Each shift shall include one-half (1/2) hour period for lunch.

Section 8. In the event of any stoppage of work caused by any union or unions, the party of the first part may pay off its straight time employees at the end of the work day on which the stoppage occurs and will not have to pay these employees for any time during the period of such stoppage. Engineers will not be required to go through picket lines.

Section 9. Daily rate on truck cranes shall be allowable only between December 1, and March 15 and, also, when the Employer rents the same to any other person or company.

Section 10. The Employer shall supply a place on the job site for the safekeeping of tools.

Section 11. An Employer, who requires employees to move equipment to any job, location, project, or yard, and such assignment causes the employees to be without their own vehicle, shall provide the employees with transportation back to their own vehicle, and shall pay the employees at the premium rate when such takes place outside their regular working hours.

Section 12. The servicing and maintenance of lighted traffic signs shall be the duty of the maintenance engineer.

Part A – Article V

SHAFTS AND TUNNELS

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

Section 1. When two (2) shifts are employed on shaft and tunnel work, the starting time shall be either 7 A.M. or 8 A.M. Said shifts shall be continuous and shall be of eight (8) hours duration, each inclusive of one-half (1/2) hour lunch period.

Section 2. It is agreed that there will be engineers employed on shaft hoists during all shifts if any employees are working in shaft or tunnel.

Section 3. There will be an hourly premium on shaft and tunnel work for those engineers and assistant engineers/apprentices whose normal working

assignments regularly require them to go into the shaft or tunnel. (See attached Schedule of Wages).

Section 4. When compressed air is used, an engineer will be assigned to low air equipment.

Section 5. On jobs bid after January 1, 1999, secure change house facilities, equipped with showers, wash basins and lockers shall be provided. Travel time on the job, availability of a back-up locomotive in the tunnel and other safety concerns, as well as other matters, will be handled at a pre-job conference.

Section 6. A qualified master mechanic shall be employed when six (6) or more engineers (i.e., other than assistant engineers/apprentices) are employed on any day shift on any one (1) 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/she shall be responsible for the equipment under his/her jurisdiction, and shall be required to work with the tools, if necessary, as directed by the Employer.

Section 7. On jobs bid after January 1, 1999, the heading mechanic shall be listed as Group Ic. (See attached Schedule of Wages).

Part A – Article VI

SCOPE OF AGREEMENT

Section 1. The Master Document – Parts One, Two and Three, together with Part A, the section for the Labor Relations Division of Construction Industries of Massachusetts, expresses the complete understanding of the parties on the subject of working conditions, hours of labor, and all other conditions of employment, including wages.

Section 2. In the event that the parties fail to consummate an agreement on or before May 31, 2027, the Local may exercise its rights permitted by law, including the right of work stoppage, notwithstanding anything to the contrary which may be contained in this Agreement.

Part A – Article VII

SAVINGS CLAUSE

The invalidity of any provision herein shall not affect the remainder of this Agreement. The parties hereto agree jointly to take such action as may be necessary to obtain the approval of the terms and conditions of this Agreement by any State or Federal Agency which may be required.

PART B

Provisions of the Agreement with the

FOUNDATION and MARINE

Contractors Association of New England, Inc.

This Agreement made this 1st day of June 2022, by and between the **Foundation and Marine Contractors Association of New England, Inc.,** hereinafter called the **"Association"** acting for and in behalf of and under the authority of its members and any other member joining said Association during the term of this Agreement that it is authorized and has agreed to represent, and such other contractors who execute an acceptance of the Terms and Provisions of this Agreement, hereinafter referred to as the "Employer" and **International Union of Operating Engineers Local 4 and its Branches,** hereinafter referred to as the **"Local."**

Part B – Article I

SCOPE OF EMPLOYMENT

The terms of this Agreement shall apply to all operations usually undertaken by the Employer, including but not limited to all construction on wharves, piers, oil terminals, coal handling yards, bridges, marine structures, cofferdams and foundations involving the mud slurry process, the handling and driving of all piling, including the

sheeting and bracing in connection with same, and all work performed with floating equipment. Cranes or other land equipment operated from scows shall be classified as floating equipment.

If an Employer undertakes work that normally is covered by a different Agreement, the conditions of such Agreement shall apply.

Part B – Article II

HOURS

Section 1. Eight (8) hours shall constitute a day's work performed between the hours of 8 A.M. and 12 noon and 12:30 P.M. and 4:30 P.M., Monday through Friday. These hours may be advanced one-half (1/2) hour or one (1) hour on a particular project.

Section 2. The regular work week shall be forty (40) hours, Monday through Friday, consisting of eight (8) hours each day, and said eight (8) hour day shall be concluded not later than 4:30 P.M.

Section 3. Engineers and assistant engineers/ apprentices may work from 1 P.M. to 5 P.M., if the majority of the trades served on the job so decide.

Section 4. When two (2) shifts are employed, the starting time shall be Monday 8 A.M., Monday 4 P.M., respectively, and the second shift shall have completed a forty (40) hour week by midnight the following Friday.

Section 5. When three (3) shifts are employed, the starting time shall be Monday 8 A.M., Monday 4 P.M., Monday 12 midnight, respectively, and the last shift shall have completed a forty (40) hour week by 8 A.M. the following Saturday. Engineers working shifts on the broken time basis shall receive no less than eight (8) hours each shift unless ordered on previous shift not to report.

Section 6. When it is necessary to use equipment for low water work, the start of a continuous shift may be changed to take advantage of such tides without overtime pay except before 6 A.M. and after 8 P.M. when double time shall be paid. Engineers working A.M. tides after 6 A.M. shall work seven (7) hour shifts and be paid for eight (8) hours. Engineers working P.M. tides shall work six (6) hours and be paid for eight (8) hours. Prior to bid and when faced with non-union competition, where the work will require payment of double time prior to 6 A.M. and after 8 P.M., the Employer may apply to the Labor-Management Cooperation Trust Fund for relief.

Part B – Article III

OVERTIME

The first two (2) hours of overtime shall be performed at the rate of time and one-half (1/2), after which double time shall be paid. Work on Saturday shall, also, be performed at the rate of time and one-half

(1/2) for the first eight (8) hours, after which double time shall be paid. Double time shall, also, be paid for all work performed on Sunday. Notwithstanding any of the above, double time shall be paid for work indispensable to any operation upon which workers of any other trade then working are being paid double time.

Part B – Article IV

SPECIAL PROVISIONS

Section 1. When a crane **without leads** is used with a sonic or vibratory hammer to install sheeting or piles, the rig shall be manned as follows:

(a) A crane operator who shall be paid the Group Ib. rate.

(b) An operator at the Group II rate whose duties shall include those of the assistant engineer.

Section 2. When a crane **with leads (either fixed or flying)** is used with a diesel hammer to install sheeting or piles, the rig shall be manned as follows:

(a) A crane operator who shall be paid the Group Ib rate.

(b) An assistant engineer who shall be paid at the appropriate Group IV rate.

(c) If an independent power source is used to trip

the hammer no additional manning is required.

Section 3. When a crane **with leads** (either fixed or flying) **and an auger**, not powered by an independent power source, is used to install piles, the rig shall be manned as follows:

(a) A crane operator who shall be paid the Group Id rate for the first forty (40) hours. This wage rate shall apply as long as the auger is mounted on, or in, the leads, regardless of whether or not the auger is used. On any day when the auger is used, the crane operator shall be paid the Group Ie rate. Overtime pay will be calculated based upon the Group Ib rate.

(b) An assistant engineer who shall be paid at the appropriate Group IV rate.

(c) If an independent power source is used to trip the hammer no additional manning is required.

Section 4. When a crane **with leads** (either fixed or flying) and an **auger powered by an independent power source** is used to install piles, the rig shall be manned as follows:

(a) A crane operator who shall be paid the Group Id rate for the first forty (40) hours. This wage rate shall apply as long as the auger is mounted on, or in, the leads, regardless of whether or not the auger is used. On any day when the auger is used,

the crane operator shall be paid the Group Ie rate. Overtime pay will be calculated based upon the Group Ib rate.

(b) An operator at the Group II rate whose duties shall include those of an assistant engineer.

(c) If an independent power source is used to trip the hammer no additional manning is required.

Section 5. When a crane mounted drill attachment (Caldwell type) is used for caisson or drilled shaft operations, the rig shall be manned as follows:

(a) A crane operator at the Group If rate. Overtime pay will be calculated based upon the Group 1 rate.

(b) An operator at the Group III rate whose duties shall include those of the assistant engineer.

Section 6. If the configuration of the crane is changed during the payroll week, the crew shall be paid at the highest applicable rate for that workday only.

Section 7. Maintenance engineers' duties shall include the assembling and connecting of wellpoint systems, temporary piping, repairing and operation of valves controlling air and steam pressure furnished from permanent power plant.

(a) This language shall mean that on a job where a maintenance mechanic is in the employ of

an Employer using plant air or steam, such maintenance mechanic shall, among his/her other duties, be assigned to the operation of the plant air or steam valve.

(b) In addition, if no maintenance mechanic is employed, but the Employer using the plant air has an engineer assigned to a compressor operation, then the operation of the air valve shall be an additional duty of such engineer, provided such plant air is being used to supplement the same function as the compressor operation.

(c) Furthermore, if no maintenance engineer is employed, but the Employer using plant steam has in his/her employ an engineer assigned to a heating operation, then the operation of the steam valve shall be an additional duty of such engineer, provided such plant steam is being used to supplement the heating operation.

(d) Notwithstanding any other provision of this Agreement, a steam valve used only for temporary heat need not be manned.

Section 8. Submersible electric pumps, when used in place of a conventional wellpoint system and connected to a common header on one (1) level and in one (1) foundation, shall be manned the same as the wellpoint system.

Section 9. An engineer or fireman who is required by his/her Employer to care for a boiler on holidays, Saturdays and/or Sundays shall receive not less than two (2) hours additional pay at double time rate for each run.

Section 10. Engineers or firemen required to get up steam before 8 A.M. shall receive not less than one-half (1/2) hour's pay at double time.

Section 11. Assistant engineers/apprentices who are required to work before starting time or after quitting time shall be paid overtime computed on one-quarter (1/4) hour periods, and any fractional part of such period shall count as one-quarter (1/4) hour at the premium rate.

Section 12. For the purpose of this Agreement, a lighter shall be construed to mean a piece of floating equipment equipped with a hoisting engine with motive power, a swinger, bilge pump, and a single air compressor to be used by the carpenter crew on the lighter, such crew to consist of no more than six (6) employees and the compressor to be used only in the maintenance of the lighter and the boring of holes in timber and piles.

(a) When the hoisting engineer on a derrick lighter is unable to operate the swinger engine, the engineer shall have an assistant who shall receive the wage rate set forth in Group II.

(b) When a crane is placed on a scow, the minimum crew shall consist of an engineer and assistant engineer. The assistant engineer shall perform duties of an oiler and may operate a bilge pump and compressor used to maintain the scow and to bore holes in timber and piles, and shall be paid at the wage rate as set forth in Group IV.

Section 13. When a single diaphragm pump is used more than two (2) hours in any one (1) day, an engineer shall be employed at a minimum of a day.

Section 14. Single diaphragm pumps and one-bag mixers, gasoline or electric power may be grouped on job sites as follows:

(a) Two (2) or three (3) of these machines, one (1) engineer.

(b) Four (4) or more of these machines, two (2) engineers as the conditions require.

Section 15. Cabs on cranes as well as driver cabs on truck cranes shall be equipped with heaters. Shovels, cranes, backhoes, gradalls, front end loaders, and shovel dozers shall be equipped with heaters. Shelter shall be provided for steam boilers. All equipment shall be provided with suitable and safe means for getting on and off.

Section 16. When engineers start to work, they shall inquire and be informed whether they are on straight time or daily rate. Employers desiring to change

engineers from straight time to daily rate, or vice versa, shall notify the engineers at the end of their regular pay week.

Section 17. Daily rate on truck cranes shall be allowable only when the Employer rents the same to any other person or company.

Section 18. All ordinary repairs on a machine, boiler, or mechanical pile driving hammer shall be done by the engineer on the machine. In case of an equipment breakdown, the operator or crew of such equipment may be moved to an idle machine on the same job for the remainder of that day only.

Section 19. Master mechanics, selected by the Employer, shall be employed on any job where six (6) engineers are employed on any shift. The master mechanic shall not operate any machine except in cases of emergency, or to demonstrate, except that when less than eight (8) machines are involved, he/she shall work with the tools. When there are eight (8) or more machines involved, he/she shall supervise repairs on machines.

Section 20. On jobs where no master mechanic is required, an engineer employed in the operation of equipment outlined in Group III may, at the option of the Employer, be required to maintain, service, and repair equipment, and in such cases shall receive maintenance mechanics wages. The Employer agrees

to make a sincere effort to take full advantage of this provision for added utilization of Group III engineers.

Section 21. Engineers (except those set forth in Group III, Schedule of Wages) and assistant engineers/apprentices in the employ of an Employer who pays subsistence to any of his/her workers, shall receive subsistence in an amount not less than the greatest amount paid by the Employer to any of his/her workers.

Section 22. An Employer who requires any employees to move equipment to any job, location, project, or yard, and such assignment causes the employees to be without their own vehicle, shall provide the employees with transportation back to their own vehicles and shall pay them at the premium rate when such takes place outside the employee's regular working hours.

Section 23. An Employer may request waiver of the assignment of an oiler or apprentice on drill rigs of any size or capacity in those situations where there is documented competition for the work by non-signatory Employers, and where the apprentice ratio is otherwise satisfied.

Section 24. Where the Labor-Management Cooperation Trust Fund has awarded a sum to an Employer, and where unforeseen circumstances require overtime hours beyond ten (10) hours on weekdays or eight (8) hours on Saturdays, the Employer may request an additional sum from the LMCT Fund.

Part B – Article V

SCOPE OF AGREEMENT

Section 1. The Master Document – Parts One, Two and Three, together with Part B, the section for the Foundation and Marine Contractors Association of New England, Inc. expresses the complete understanding of the parties on the subject of working conditions, hours of labor, and all other conditions of employment, including wages.

Section 2. In the event that the parties fail to consummate an agreement on or before May 31, 2027, the Local may exercise its rights permitted by law, including the right of work stoppage, notwithstanding anything to the contrary which may be contained in this Agreement.

Part B – Article VI

SAVINGS CLAUSE

The invalidity of any provision herein shall not affect the remainder of this Agreement. The parties hereto agree jointly to take such action as may be necessary to obtain the approval of the terms and conditions of this Agreement by any State or Federal Agency which may be required.

PART C

Provisions of the Agreements with the

LABOR RELATIONS DIVISION

of the

ASSOCIATED GENERAL CONTRACTORS of Massachusetts, Inc.

and with the

BUILDING TRADES

EMPLOYERS ASSOCIATION

of Boston and Eastern Massachusetts, Inc.

FOREWORD

The Agreement between The International Union of Operating Engineers Local 4 and its Branches and the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., and between the Local and the Building Trades Employer Association of Boston and Eastern Massachusetts, Inc., are separate documents but contain identical terms. For purposes of convenience we have herein printed these Agreements as a single section.

Part C – Article I

TITLE

This Agreement made this 1st day of June, 2022, by and between the LABOR RELATIONS DIVISION

of the ASSOCIATED GENERAL CONTRACTORS of Massachusetts, Inc., and the BUILDING TRADES EMPLOYERS ASSOCIATION of Boston and Eastern Massachusetts, Inc. hereinafter called the "Association" acting for and in behalf of and under the authority of its members and any other member joining said Association during the term of this Agreement, that it is authorized and has agreed to represent, hereinafter referred to as the "Employer" and the International Union of Operating Engineers Local 4 and its Branches, hereinafter referred to as the "Local." A current list of members of the Association, who have so authorized, will be furnished the Local upon signature of the Agreement. The Association shall provide the Local with any additions to the list during the term of this Agreement. The Local, for good cause, may reject any such additions.

Part C – Article II

JURISDICTION

It is agreed the Local has jurisdiction over hoisting and portable engines, boilers, and machinery operated by steam or mechanical power, including pumps, compressors, syphons, pulsometers, fork lifts, concrete mixers, stone crushers, elevators used for hoisting material, power driven conveyors, street rollers, cold planers, grinders, edgers, reclaimers, all power shovels, cranes, scrapers, tractors, bulldozers, gradalls, shovel dozers, front end loaders, Jackson

type tampers, self-propelled or tractor drawn tampers, pumpcrete machines, concrete pumps, concrete pavers, screed machines and concrete finishing machines, wellpoint systems operating and installing, waste water plants, valves controlling permanent plant air or steam pressure, cableways, orange peel and clam shell buckets, pile drivers, dinky locomotives, work and personnel boats, straddle buggies, cal tracks, ballast regulators, switch tampers, and rail anchor machines; or any machine used irrespective of its motive power.

Part C – Article III

HOURS

Section 1. Eight (8) hours shall constitute a day's work performed between the hours of 8 A.M. and 12 noon and 12:30 P.M. and 4:30 P.M., Monday through Friday. These hours may be advanced one-half (1/2) or one (1) hour on a particular project.

Section 2. The regular work week shall be forty (40) hours, Monday through Friday, consisting of eight (8) hours each day, and said eight (8) hour day shall be concluded not later than 4:30 P.M.

Section 3. Engineers and assistant engineers/ apprentices may work from 1 P.M. to 5 P.M. if the majority of the trades served on the job so decide.

Section 4. When two (2) shifts are employed, the starting time shall be Monday 8 A.M., and Monday 4 P.M., respectively, and the second shift shall have completed a forty (40) hour week by midnight the following Friday.

Section 5. When three (3) shifts are employed, the starting time shall be Monday 8 A.M., Monday 4 P.M., and Monday 12 midnight, respectively, and the last shift shall have completed a forty (40) hour week by 8 A.M. the following Saturday. Engineers working shifts on a broken time basis shall receive no less than eight (8) hours each shift unless ordered on previous shift not to report.

Part C – Article IV

OVERTIME

The first two (2) hours of work in excess of eight (8) hours per day shall be performed at the rate of time and one-half (1/2), after which double time shall be paid. Work on Saturday shall also be performed at the rate of time and one-half (1/2) for the first eight (8) hours, after which double time shall be paid. Double time shall also be paid for all work performed on Sunday. Notwithstanding any of the above, double time shall be paid for work indispensable to any operation upon which workers of any other trade then working are being paid double time.

SPECIAL PROVISIONS

Section 1. When it is necessary for a crew to move a shovel or crane from one (1) location to another, they shall receive not less than the regular rate for the number of days required to perform the work, but in no case shall they receive less than one (1) day's pay. Traveling time for crews before 8 A.M. or after 4:30 P.M. shall be paid at the rate of double time.

Section 2. When an engineer starts to work, he/she shall inquire and be informed whether he/she is on straight time or broken time before the end of the first day.

Section 3. An Employer desiring to change an engineer from straight to broken time or vice versa shall notify the engineer at the end of his/her regular pay week.

Section 4. Engineers and assistant engineers/apprentices shall be paid before stopping time on regular pay day. In case they are not paid, they shall receive single time for waiting for their pay.

Section 5. Engineers and assistant engineers/apprentices, having to come in for their pay, shall receive two (2) hours pay for doing so.

Section 6. An engineer on broken time shall report each day unless told on the previous day not to do so,

and shall receive two (2) hours pay for reporting. Such two (2) hours reporting pay applies only to Group III, except to wellpoint system which is straight time.

Section 7. An engineer on broken time starting work in the morning is to receive a minimum of a day's pay.

Section 8. Employers shall furnish suitable shelter to protect engineers from falling material and weather.

Section 9. All ordinary repairs on a machine or boiler shall be done by the engineer operating same.

Section 10. Any work required on an engine, machine, or boiler shall be done by the regular crew thereon, and they shall not be required to operate any other machine, engine, or boiler. In case of an equipment breakdown involving delay, the operator or crew of such equipment may be moved to an idle machine on the same job for the remainder of that day only.

Section 11. Each Employer of six (6) or more engineers (excluding assistant engineers and apprentices) on any one (1) shift, on any one (1) job, shall employ a qualified master mechanic.

(a) When the engineer, or the crew, on a rented machine remains on the payroll of the owner of such machine, said engineer, or crew, shall be counted as though on the payroll of the Employer hiring such machine in determining the obligation of the Employer to employ a master mechanic.

(b) The master mechanic shall not operate any machine except in cases of emergency, or to demonstrate, except that when less than eight (8) machines are involved he/she shall work with the tools. When there are eight (8) or more machines involved, he/she shall supervise repairs on machines.

Section 12. Maintenance engineers duties shall include the installing of wellpoint systems, temporary piping, repairs, operating of valves controlling air and steam pressure furnished from permanent power plant.

(a) This language shall mean that on a job where a maintenance mechanic is in the employ of an Employer using plant air or steam, such maintenance mechanic shall, among his/her other duties, be assigned to the operation of the plant air or steam valve.

(b) In addition, if no maintenance mechanic is employed, but the Employer using the plant air has an engineer assigned to a compressor operation, then the operation of the air valve shall be an additional duty of such engineer, provided such plant air is being used to supplement the same function as the compressor operation.

(c) Furthermore, if no maintenance engineer is employed, but the Employer using plant steam has in his/her employ an engineer assigned to

a heating operation then the operation of the steam valve shall be an additional duty of such engineer provided such plant steam is being used to supplement the heating operation.

(d) Notwithstanding any other provisions of this Agreement, a steam valve used only for temporary heat need not be manned.

Section 13. Submersible electric pumps, when used in place of a conventional wellpoint system and connected to a common header on one (1) level and in one (1) foundation, shall be manned the same as the wellpoint system.

Section 14. When a single diaphragm pump is used more than two (2) hours in any one (1) day, an engineer shall be employed at a minimum of a day.

Section 15. Single diaphragm pumps and one-bag mixers, gasoline or electric power, may be grouped on job sites as follows:

(a) Two (2) or three (3) of these machines, one (1) engineer.

(b) Four (4) or more of these machines, two (2) engineers as the conditions require.

Section 16. Concrete mixers with side-loading equipment, machines with hoisting equipment, centrifugal pumps, compressors, or mixers over one-

bag capacity shall not be considered to be under the above mentioned group plan.

Section 17. When an extra machine is attached to a machine or boiler, the engineer shall receive ten (10) hours additional pay per week when the extra machine is on straight time. When the extra machine is on broken time, engineers shall receive two (2) hours additional pay per day for each day or part of a day the machine is in operation. An extra machine cannot be rated straight time when the machine is on broken time. The only machines carrying these rates are as follows:

(a) Concrete mixers, pumps, compressors.

Section 18. Heaters may be grouped on job site as follows:

(a) One (1) to five (5) heaters, one (1) engineer.

(b) Every additional multiple of five (5) heaters, or part thereof shall require an additional engineer.

Section 19. On jobs where no master mechanic is required, an engineer employed in the operation of equipment outlined in Group III, may at the option of the Employer, be required to maintain, service and repair equipment and in such case shall receive maintenance mechanic's wages. The Employer agrees to make a sincere effort to take full advantage of this provision for added utilization of Group III engineers.

Section 20. An engineer shall be employed during the erection of all hoists and derricks to be operated by engineers and during both the erection and dismantling of a tower crane. When the hoisting engine is not employed in the dismantling of a hoist or derrick, no engineer is required during the dismantling.

Section 21. Assistant engineers/apprentices required to work before starting time or after quitting time, shall be paid overtime computed in one-quarter (1/4) hour periods, and any fractional part of such period shall count as one-quarter (1/4) hour at the premium rate.

Section 22. Cabs on cranes, as well as driver cabs on truck cranes, shall be equipped with heaters. All equipment shall be provided with suitable and safe means for getting on and off.

Section 23. Any engineer or assistant engineer (fireman, oiler, or apprentice) required to stay away from home overnight shall be compensated for reasonable room and board costs.

Section 24. Engineers (except those set forth in Group III, Schedule of Wages) and assistant engineers (firemen, oilers, or apprentices) employed by an Employer who is regularly engaged in specialty business (such as caisson work, pile driving, or steel erection) and which Employer pays subsistence to any of his/her employees shall receive subsistence in an

amount not less than the greatest amount paid by the Employer to any of his/her employees.

Section 25. An engineer who is required by his/her Employer, by the Boiler Inspection Laws, or by the law, in order to preserve his/her license, to care for the boiler on which he/she is employed on holidays and Saturdays and Sundays in cold weather, shall receive not less than four (4) hours additional pay for such service at the rate at which he/she is employed.

Section 26. Engineers required to get up steam before 8 A.M. shall receive one (1) hour's pay at the double time rate.

Section 27. When an extra boiler is required to furnish steam for a machine, an additional engineer shall be employed to take care of it.

Section 28. A coffee break of reasonable time shall be allowed, in the morning, with the understanding that one (1) person shall be allowed to get the coffee, and the remaining engineers shall not leave the job site. The break shall start when the coffee is brought to the job site. This privilege shall not be abused.

Section 29. Daily rate on truck cranes and cherry pickers shall be available only to those Employers who are regularly engaged in the rental of such equipment to any other person or company.

RENTED CRANES, TRUCK CRANES CHERRY PICKERS–TRAVEL AND SUBSISTENCE

Section 1. Operating engineers and assistant engineers (oilers and apprentices) employed by an Employer who is regularly engaged in the business of renting cranes, truck cranes, or cherry pickers (or similar type hoisting equipment) shall receive travel or subsistence allowance as follows:

(a) On any job, location, or project, the Employer shall pay daily travel expense at the rate of thirty (30) cents per mile, each way, for each mile distant beyond twenty (20) miles between the job location, or project and the Employer's permanent yard.

(b) An employee who uses his/her own vehicle as an escort vehicle shall be paid travel expenses at the rate of eighty-five (85) cents per mile for such use. The Milo-Mileage Guide may be used as an aid in determining the distances referred to in "a" and "b" above. An employee required to stay away from home overnight shall be compensated for reasonable room and board costs. An Employee receiving such subsistence shall not receive mileage except at the start and end of the job or on weekend visits to his/her home. When

such weekend mileage is paid, the employee shall not receive subsistence for the weekend.

An employee shall not receive mileage when he/she is traveling on the Employer's equipment.

(c) 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/her own vehicle, shall provide the employee with transportation back to his/her own vehicle. Such transportation shall be provided at the job, location, project, or yard, and when the employee is required to wait for such transportation beyond the end of his/her work day, he/she shall be paid overtime in one-half (1/2) hour periods.

Section 2. Engineers or assistant engineers employed on a daily basis shall be employed each day the machine on which he/she is employed is assigned to a job. Apprentices, employed in the Truck Crane Rental Industry, shall be employed consistent with the terms and conditions of their indenture. 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 the boom is folded or retracted or:

(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.

(e) When a truck crane of 250 ton rated capacity or more is assigned to a job and, because of its size, it is not feasible to remove it from the site, thus indicating the termination of the assignment, the crew may be paid off in accordance with Article VIII, except that such payment shall be made at the daily rate.

Section 3. An Employer desiring to change from daily rate to weekly rate, or vice-versa, shall change all engineers and assistant engineers in his/her employ accordingly (excluding maintenance mechanics), and may not change again for a twelve (12) month period.

Section 4. The regular work day shall be 7 A.M. to 3:30 P.M. In the event that a construction site is twenty (20) or more miles away from the job or shop, the Employer may, at its election, set the start time at 6 A.M. Employees on equipment assigned to a job with an 8 A.M. starting time, shall assume the 8 A.M.

starting time beginning on the second day and such procedure shall prevail on any subsequent return to the same job. All work in excess of eight (8) hours per day, and all work performed on Saturday and Sunday will be paid at the rate of double time.

Section 5. Engineers and assistant engineers/ apprentices, when ordered out on a Saturday, Sunday or Holiday, shall not be bound by the starting times defined above, they shall receive a guarantee of eight (8) hours work at the premium time rate unless the inclement weather clause applies.

Section 6. In case of an equipment breakdown, the operator or crew of such equipment may be moved to another piece of equipment to which no operator or crew is assigned. An Employer wishing to implement this provision must have previously provided the Local with a list of machines and the employees assigned to such machines.

Section 7. An employee, when called back to work after having completed the regular work day, shall be paid overtime for the hours intervening between the end of his/her regular work day and his/her return to work on the same job.

Section 8. Two (2) days employment in any week shall qualify an employee for holiday pay. The Employer

agrees not to manipulate assignments in such a way as to disqualify an employee for holiday pay.

Part C – Article VII

SCOPE OF AGREEMENT

The Master Document – Parts One, Two and Three, together with Part C the Section for the Labor Relations Division of the Associated General Contractors and the Building Trades Employers Association of Boston and Eastern Massachusetts expresses the complete understanding of the parties on the subject of working conditions, hours of labor, and all other conditions of employment, including wages.

Part C – Article VIII

SAVINGS CLAUSE

Should any Article or section of these Agreements be found to be in violation of any State or Federal Law then that Article or section shall be null and void, but the rest of the Agreement shall continue as a valid Agreement between the parties. However, both parties will endeavor, by negotiations, to replace such provisions as may be declared null and void so as to conform with the law.

HEALTH & WELFARE, PENSION, ANNUITY & SAVINGS, APPRENTICE, COOPERATION TRUST, CIM INDUSTRY ADVANCEMENT FUNDS AND IUOE NATIONAL TRAINING FUND

Section 1. Each Employer who is a 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 4 Health and Welfare Fund, hereinafter referred to as the **"Welfare Fund."**

(b) International Union of Operating Engineers Local 4 Pension Fund, hereinafter referred to as the **"Pension Fund."**

(c) International Union of Operating Engineers Local 4 Annuity & Savings 401(k) Fund, hereinafter referred to as the **"Annuity and Savings Funds."**

(d) Hoisting and Portable Engineers Local 4 Apprentice and Training Program, hereinafter referred to as the **"Apprentice Program Fund."**

(e) International Union of Operating Engineers Local 4 Labor-Management Cooperation Trust, hereinafter referred to as the **"Cooperation Trust."**

(f) CIM Industry Advancement Fund, hereinafter referred to as the **"Industry Advancement Fund."**

(g) IUOE National Training Fund, herein-after referred to as the "**IUOE National Training Fund."**

Each Employer who is party to this Agreement agrees to be bound by the terms of the respective Declarations of Trust, and any amendments thereto, and designates as its representatives on the Boards of Trustees such Trustees as have been designated Employer Trustees in the manner provided in the Agreements and Declarations of Trust.

Section 2. The respective rates per hour as shown in the **"Schedule of Wages"** in the Agreement shall be paid for each payroll hour (with the exception of Annuity contributions, 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. Overtime contributions to the Annuity Fund shall be

paid at time and one-half (1/2) for all classifications of overtime.

(a) Upon proper written authorization on a form furnished by the Local Union, the Employer may withhold from the employee's gross wage before any deduction for taxes, an amount as established from time to time by the Annuity Trustees, for deposit in the Annuity & Savings 401(k) Plan, a Retirement Plan intended to qualify under the Employee Retirement Income Security Act of 1974 (ERISA).

Section 3. On or before the nineteenth day of each month, the said payment shall be due and payable for all such payroll periods ending the next preceding month; except that in the case of contributions to the Annuity and Savings 401(k) Plan the contributions shall be due at the date they are first reasonably segragable, but no later than the nineteenth day of the month. In the case of operations of less than a month's duration, or in the case of Employers who are repeatedly delinquent in payments, the payment shall be due weekly and payable within three (3) days after the end of the payroll week.

Section 4. **Payments not received at the Fund Office by the last day of the month following the month during which the work was performed will be assessed interest at the rate of one (1%)**

percent per month, except that interest due on late Annuity and Savings Plan 401(k) payments shall be assessed in accordance with the rules and regulations of the Department of Labor.

Section 5. 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.

Section 6. The Trustees, or representatives when authorized by the Trustees in each case, shall have the 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.

Section 7. Failure of the Employer to comply with this Article or any part thereof may be treated by the Local as a breach of the working agreement between the Local and the defaulting Employer; and notwithstanding other provisions of this Agreement (Arbitration Article XVII,) or otherwise to the contrary, immediate work stoppage and use of picket lines against such defaulting Employer are permitted.

Any cost, inclusive of legal fees, incurred by the Local, or the Funds, in the collection of obligations to make payment due the Welfare, Pension, Annuity, Annuity & Savings, Cooperation Trust, Industry Advancement, IUOE National Training Fund, and Apprentice Program Funds shall be borne by the defaulting Employer.

Section 8. 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 and Welfare Fund, Pension Fund, Annuity Fund, Annuity & Savings Fund, Cooperation Trust, Industry Advancement, IUOE National Training Fund and Apprentice Program Fund shall not be discontinued pending negotiations of a new Agreement.

Section 9. The Health & Welfare, Pension, Annuity, Annuity & Savings, Cooperation Trust and Apprentice Program Funds shall be respectively administered by three (3) Trustees appointed and/or elected by the Local and three (3) Trustees appointed by the Association (unless it shall be mutually agreed to decrease the number of Trustees or to consolidate the Welfare Fund, Pension Fund, Annuity Fund, Annuity & Savings Fund, Cooperation Trust and Apprentice Program Fund with the Funds respective of other

similar Funds) under one (1) or more Agreements and Declarations of Trust as they are or shall be executed by such Trustees.

Section 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 at the discretion of the Trustees.

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

Section 12. The Annuity and Savings Fund shall be used for the purpose of providing pension benefits for employees covered by this Agreement by means of investments, Annuity contracts or otherwise at the discretion of the Trustees.

Section 13. The 401(k) component of the Annuity & Savings Fund shall be used to assist the members in attaining their savings objectives.

Section 14. The Apprentice Program Fund shall be used for the purpose of providing and defraying costs of apprenticeship or other training programs.

Section 15. The Cooperation Trust shall be used for the purposes set forth in the Trust Agreement establishing said Trust.

Section 16. An Employer shall have the option of contributing or not contributing to the Labor-Management Cooperation Trust and the Industry Advancement Fund as provided herein. In the event the Employer opts not to contribute to one (1) or more of the above named Funds, the amount of such contribution shall be added to the hourly wage rates contained herein. Each signatory Association may exercise this option for its members; non-association Employers shall exercise this option on an individual basis.

Section 17. From time to time the Building Committee, established to provide for increased industry requirements, shall determine what additional Employer contributions, if any, are required to keep the Apprentice Program Fund fiscally sound.

Section 18. With regard to the Massachusetts Earned Sick Leave Law ("Statute"), the Employer is not required to pay benefit contributions to the IUOE Local 4 Funds for sick leave payroll hours earned under the Statute. Union dues and Social and Political Action Committee payments shall be deducted from employees' wages in the same manner for sick leave payroll hours as for all other payroll hours. Payment of benefit contributions for "each payroll hour" remains in full force and effect in all respects excepting only sick leave payroll hours earned under

the Statute. The Employer agrees to report monthly to the Fund Office, when submitting the Employer's usual monthly remittance report, the names of any employees who were paid earned sick leave wages and the number of hours paid.

Section 19. The IUOE National Training Fund shall be used for the purpose of providing training to operating engineers.

Part Two – Article XII

LIABILITY INSURANCE

Each Employer shall, without cost to the employee, provide Liability Insurance coverage in the amount of $300,000 to $500,000 for all employees covered by this Agreement.

Part Two – Article XIII

OVERLOADED OR IMPROPERLY REGISTERED VEHICLES

Section 1. 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 proceeding.

Section 2. In the event the employee's operating license is suspended for reasons stated herein, the Employer shall be liable for the work opportunity lost at no less than his/her regular earnings.

Part Two – Article XIV

DUES DEDUCTION

Section 1. It is agreed that the Employer shall deduct one and three quarters (1¾%) percent of the gross wage and benefit package before any deduction for taxes, provided the employee has executed a written authorization for such deduction. All such deductions shall be reported monthly on one (1) form along with all the other Funds provided for in the Agreement. One (1) check covering the total of all the Funds shall be sent along with the one (1) form in accordance with the provisions of Article XI.

Section 2. 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 authorization 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.

Part Two – Article XV

SOCIAL AND POLITICAL ACTION COMMITTEES

Section 1. The Social and Political Action Committee's (SAC/PAC) Funds, administered by the Local shall be funded by a voluntary five (5) cents per hour payroll deduction, the purpose of which shall be to enable the Local to participate more fully in matters affecting the welfare of its members. It is agreed that the Employer shall deduct five (5) cents, subject to increase at the direction of the parent body, from gross wages before any deduction for taxes for each payroll hour as defined in Article XI, provided the employee has executed a written authorization for such deduction. All such deductions shall be reported monthly on one (1) form along with all the other Funds provided for in the Agreement. One (1) check covering the total of all the Funds shall be sent along with the one (1) form in accordance with the provisions of Article XI.

Section 2. 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 authorization 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.

Part Two – Article XVI

CIM INDUSTRY ADVANCEMENT FUND

Each Employer subscribes to and agrees to be bound by the CIM Industry Advancement Program Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement. The Industry Advancement Fund shall be administered solely and exclusively by Trustees appointed pursuant to the provisions of the 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 Employer who is party to this Agreement agrees to and shall pay and contribute ten (10) cents per hour on behalf of the Industry Advancement Fund. This payment shall be included in the contributions due the LMCT.

ARBITRATION

Section 1. In case of any dispute, including the discharge of an employee, between an employee and the Employer, or any misunderstanding in the interpretation of this Agreement, the matter shall be referred to the Employer and Business Agent of the Local, and the matter shall, failing adjustment, be adjusted as hereinafter provided.

Section 2. It is agreed that a Joint Board of Interpretation composed of two (2) members of the Local and two (2) members appointed by the Association shall be established, to whom shall be referred any dispute arising over the interpretation of this Agreement, and the decision of such Board shall be final. The Board shall make its decision within seventy-two (72) hours. In the event of the failure of the Joint Board of Interpretation to arrive at a solution, an Umpire shall be chosen by them. If the parties are unable to agree upon an Umpire, the matter shall be referred to the American Arbitration Association. The decision of the Umpire shall be final.

Section 3. The parties agree that said Umpire shall have no power to alter, amend, or modify any of the expressed provisions of this Agreement.

Section 4. The parties hereto agree that there shall be no suspension of work or establishment of picket

lines during the time any dispute shall exist unless the Employer refuses to agree to arbitration or fails to comply with the arbitration award.

Section 5. The parties recognize that there is a voluntary Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The parties hereto agree to abide by and conform to all rules and decisions of the Plan.

Part Two – Article XVIII

SEVERAL LIABILITY

The obligation of each Employer member of the Association shall be several and not joint. Each Employer member is bound for the duration of this Agreement.

Part Two – Article XIX

BONDING

Section 1. The Employer may, at the discretion of the Business Manager, be required to provide a surety bond to guarantee payment to the Health & Welfare, Pension, Annuity, Annuity & Savings, Cooperation Trust and Apprenticeship and Training Funds as well as payment of dues and Social and Political Action Committees payroll deductions under any one (1) of the following circumstances:

(a) An Employer with no prior contribution history to the IUOE Local 4 Fringe Benefit Funds.

(b) An Employer who becomes sixty (60) days or more delinquent in submitting payment of contributions due.

Section 2. An Employer who is required to furnish a bond under this Article will be released from its obligation after a twelve (12) consecutive month period during which it was not delinquent in its contributions.

Section 3. Copies of the bond and/or renewal certificate from the bonding company indicating the bond has been purchased and paid for by the Employer must be furnished to the Local or Fringe Benefit Office.

Section 4. The amount of bond shall be six (6) times the estimated monthly total contributions, but not less than $25,000.

Section 5. Whenever an Employer is over one (1) month in default of payment to the Health & Welfare, Pension, Annuity, Annuity & Savings, IUOE National Training Fund, Apprenticeship and Training Funds or Cooperation Trust, or payment of Dues and SAC/PAC payroll deductions, and reasonable notice of such default is given to the Employer, the Local may remove its members from the work of said Employer, all other provisions of this Agreement notwithstanding.

(a) If such members as are removed remain on the work site during the regular working hours, they shall be paid for the lost time, not to exceed three (3) day's pay.

Section 6. The Trustees may at their discretion, require any Employer who becomes sixty (60) days or more delinquent in its contributions to make weekly reports and payments of contributions.

Part Two – Article XX

DRUG ABUSE PREVENTION AND DETECTION

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

Section 1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

Section 2. All applicants or newly hired employees will undergo a drug screen at a facility agreed upon by the Employer and the Local. The Employer agrees to pay each applicant or employee who takes and passes the drug screen test for all the time it takes to undergo the drug screen up to a maximum of two (2) hours travel time plus lab time. This paragraph shall not apply to applicants who have worked for the Employer within the prior eighteen (18) months of the date of application for re-employment.

Section 3. Applicants not passing the drug screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug screen.

Section 4. The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom may be a Local Union employee. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a

rebuttable presumption that the test result would have been positive for an unlawful substance.

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

Section 6. No later than June 1, 2009, each Employer signatory to this Agreement must have adopted and implemented a drug/alcohol testing program, which will include a provision for random drug testing, and will be otherwise similar to the Substance Abuse Program currently in effect at the Harvard University Project Labor Agreement (on file at the Union Hall Office) for major construction, renovation and rehabilitation. Any dispute as to whether a specific Employer's program is substantially similar to the aforesaid Harvard University program, as well as any other dispute concerning the Employer's adoption and implementation of its program, shall be subject to the Grievance and Arbitration provisions of this Agreement. Adherence to the procedures set forth in the Harvard University Program shall institute compliance with Section 8 of this Article.

Section 7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

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

Section 9. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work

for which the employee is qualified exists, he/she or she shall be reinstated.

Section 10. Any dispute which arises under this drug policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

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

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

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

Part Two – Article XXI

MEMORANDUM OF AGREEMENT

The parties recognize the threat of unfair competition in certain areas and types of work, from contractors who do not conform to the standards provided in the Collective Bargaining Agreement. Therefore, within five (5) days of the advertising date of any job that comes within the above category, the Employer may request a pre-bid conference for the purpose of analyzing any difficulties which he/she may have in bidding said job. It is expressly understood that no modification or deviation may be made from the existing Collective Bargaining Agreement except by mutual agreement of the parties. It is further understood that no matter arising hereunder shall be subject to arbitration. It is the intent of the parties that this procedure will be utilized in unusual circumstances and that the Employer will not invoke this procedure except in such circumstances.

Part Two – Article XXII

WORKERS' COMPENSATION

During the life of this Contract, and by mutual agreement, the parties may meet to confer concerning the establishment of a collectively bargained dispute resolution system or other obligations and procedures as authorized by G.L. c.152, 10B and 10C. Neither party may be compelled to bargain concerning these subjects during the term of this Agreement, agree

on a system, obligation or procedure, or unilaterally impose the systems, obligations, or procedures. If an agreement is reached, that agreement shall include the effective date of the systems, obligations or procedures.

Part Two – Article XXIII

TERMINATION

The terms and conditions of the Agreements between the Labor Relations Division – Construction Industries of Massachusetts, the Foundation & Marine Contractors Association of New England, Inc., the Building Trades Employers Association of Boston and Eastern Massachusetts, the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., and the International Union of Operating Engineers Local 4 and its Branches, effective June 1, 2022, shall continue to and include May 31, 2027. These Agreements shall continue to be effective from year to year thereafter unless either party to an Agreement, at least sixty (60) days prior to May 31, 2027, or prior to May 31st in any year thereafter gives notice in writing to the other party of its intention to terminate said Agreement and request that negotiations be entered into for its alteration or amendment.

In the event that the parties hereto cannot reach an agreement at least thirty (30) days prior to May 31st of any year, such party shall give notice of the failure to reach such agreement to the Federal Mediation Service and the Massachusetts Board of Conciliation and Arbitration.

FOR THE EMPLOYERS

The Labor Relations Division Construction Industries of Massachusetts, Inc.

The Foundation & Marine Contractors Association of New England, Inc.

The Building Trades Employers Association of Boston and Eastern Massachusetts, Inc.

The Labor Relations Division Associated General Contractors of Massachusetts, Inc.

FOR THE UNION

William D. McLaughlin, **Business Manager**

Michael J. Bowes, **President**

Christopher T. Fogarty, **Recording-Corresponding Secretary**

Business Representatives

Michael J. Bowes
Robert A. Burr
Paul C. DiMinico
David D. Dobson, Jr.
David F. Fantini
Christopher T. Fogarty
David F. Shea, Jr.

Organizer/Legislative Representative

Christopher L. Carey

WITNESS

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 above written.

FOR THE LABOR RELATIONS DIVISION CONSTRUCTION INDUSTRIES OF MASSACHUSETTS

MIRANDA S. JONES, ESQ.
By:

COUNSEL
Title:

June 1, 2022
Date:

FOR THE UNION

WILLIAM D. McLAUGHLIN
Business Manager

MICHAEL J. BOWES
President

CHRISTOPHER T. FOGARTY
Recording-Corresponding Secretary

June 1, 2022
Date:

FOUNDATION & MARINE CONTRACTORS ASSOCIATION OF NEW ENGLAND

JOHN S. DAVAGIAN, II, ESQ.
By:

COUNSEL
Title:

June 1, 2022
Date:

WITNESS

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 above written.

FOR THE BUILDING TRADES EMPLOYERS ASSOCIATION OF BOSTON AND EASTERN MASSACHUSETTS

THOMAS S. GUNNING
By:

EXECUTIVE DIRECTOR
Title:

June 1, 2022
Date:

FOR THE UNION

WILLIAM D. McLAUGHLIN
Business Manager

MICHAEL J. BOWES
President

CHRISTOPHER T. FOGARTY
Recording-Corresponding Secretary

June 1, 2022
Date:

FOR THE LABOR RELATIONS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS OF MASSACHUSETTS

JOHN S. FERRANTE
By:

CHIEF EXECUTIVE OFFICER
Title:

June 1, 2022
Date:

INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL #4

Wage Settlement June 1, 2022 – May 31, 2027

Wage Schedule Effective June 1, 2022

MASSACHUSETTS

Classification	6/1/22	12/1/22*	6/1/23*	12/1/23*	6/1/24*	12/1/24*	6/1/25*	12/1/25*	6/1/26*	12/1/26*
GROUP I	52.38	53.63	54.88	56.13	57.43	58.88	60.18	61.63	62.93	64.38
Daily Rate (Per Hour)	61.68	63.15	64.62	66.09	67.62	69.33	70.86	72.57	74.10	75.80
GROUP 1a (Boom Length)										
Over 150 Feet	2.25	2.27	2.28	2.30	2.31	2.33	2.34	2.36	2.37	2.39
" 185 "	3.99	4.02	4.05	4.08	4.11	4.14	4.17	4.20	4.23	4.26
" 210 "	5.59	5.63	5.67	5.71	5.75	5.79	5.83	5.87	5.91	5.95
" 250 "	8.46	8.53	8.59	8.66	8.72	8.79	8.85	8.92	8.98	9.05
" 295 "	11.69	11.78	11.86	11.95	12.03	12.12	12.20	12.29	12.37	12.46
" 350 "	13.62	13.72	13.82	13.92	14.02	14.12	14.22	14.32	14.42	14.52
GROUP 1b	61.68	63.15	64.62	66.09	67.62	69.33	70.86	72.57	74.10	75.80
GROUP 1c	53.40	54.68	55.95	57.23	58.55	60.03	61.36	62.83	64.16	65.64
GROUP 1d	69.83	71.50	73.16	74.83	76.56	78.49	80.22	82.15	83.88	85.81
GROUP 1e	77.99	79.85	81.70	83.56	85.50	87.65	89.58	91.74	93.67	95.83
GROUP 1f	59.38	60.79	62.21	63.62	65.10	66.74	68.21	69.86	71.33	72.97
GROUP II	51.82	53.05	54.29	55.53	56.81	58.25	59.53	60.97	62.25	63.69
GROUP III	34.26	35.08	35.90	36.72	37.57	38.52	39.37	40.32	41.18	42.13

Classification	6/1/22	12/1/22*	6/1/23*	12/1/23*	6/1/24*	12/1/24*	6/1/25*	12/1/25*	6/1/26*	12/1/26*
GROUP IV										
a. Fireman	42.53	43.54	44.56	45.57	46.63	47.81	48.87	50.04	51.10	52.28
b. Other than TC/Gradall	23.80	24.37	24.94	25.51	26.11	26.77	27.37	28.03	28.62	29.29
c. TC or Gradall	28.88	29.57	30.27	30.96	31.68	32.48	33.20	34.00	34.72	35.52
d. Daily Rate (TC)	33.87	34.68	35.49	36.30	37.14	38.08	38.93	39.87	40.71	41.65
e. Scow Rate	33.58	34.39	35.19	35.99	36.83	37.76	38.60	39.53	40.37	41.30
Daily Rate Differential										
GROUP II	5.64	5.73	5.81	5.90	5.99	6.10	6.19	6.30	6.40	6.51
GROUP III	3.56	3.62	3.67	3.73	3.78	3.85	3.91	3.98	4.04	4.11
Tunnel Differential	3.40	3.40	3.40	3.40	3.40	3.40	3.40	3.40	3.40	3.40
Health & Welfare	14.25	14.25	14.25	14.25	14.25	14.25	14.25	14.25	14.25	14.25
Pension	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80	12.80
Annuity	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25
Apprenticeship	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
IUOE National Training Fund	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Labor - Management Cooperation Trust	0.61	0.61	0.61	0.61	0.61	0.61	0.61	0.61	0.61	0.61

OTHER:

* Dues Assessment: 1 3/4% deducted from total Wage and Benefit Package.
* Social and Political Action Committees: $0.05* per hour.
* The Local may, at its option, utilize parts of these increments for increases to Health & Welfare, Pension, Annuity, IUOE National Training Fund, Social and Political Action Committees and Dues Deduction.
* Of the 61 cents payable to LMCT, 10 cents will be remitted to the Industry Advancement Fund.
* HAZARDOUS WASTE: Engineers required to work in the HOT ZONE will receive a $2.00 an hour wage differential.

GROUP I**

Alpine Miners
Asphalt Plant on site
Augers & Lo-Drills
Backhoes (Excavators)
Bobcats when used as Front End Loaders
Boring Machines
Cable Ways
Cement Concrete Pavers
Cherry Pickers
Concrete Batching and/or Mixing Plants on site
Cranes
Crusher Plants on site
Derrick Boats
Derricks
Draglines
Elevating Graders
Elevator Towers
Fork Lifts
Front End Loaders
Gradalls
Hoisting Engines
Hoists
Lighters
Mechanical Hoist
Pavement Breakers
Micro-Tunneling Boring Machines
Mucking Machines
Paving Concrete Mixers
Pile Drivers
Post Hole Diggers
Post Hole Hammers
Power Shovels
Pumpcrete Machines
Road Headers
Rotary Drills
Shaft Hoists
Shovel Dozers
Shovels
Soil Mix Machines
Steam Engines
Three Drum Machines
Timber Jacks
Trench Hoes
Trenching Machines
Truck Cranes
Two or more Drum Machines
Uke Loaders
Waste Water Plants

Daily Rate: (per hour), Same as Group 1b.

Truck Cranes Fork Lifts Cherry Pickers
Combination Hoe/Loader (Case 580 type machine)

GROUP Ia (Boom Lengths)

Hourly added wages for boom lengths (including jib)

Over 150 feet
Over 185 feet
Over 210 feet
Over 250 feet **See Attached Schedule of Wages**
Over 295 feet
Over 350 feet

These rates are applicable to cranes on roof or similar elevated position. Engineers receiving any of the above wage rates shall be paid such rate for the full payroll period, even though the boom is shortened. (See Part One, Article VII, Sections 11, and 12)

GROUP Ib**

Master Mechanics
Foreman Mechanics

GROUP Ic**

Conventional (cable controlled) clam Shell and Slurry Buckets Heading Mechanics

GROUP Id, Ie AND If

See Part B — Article IV, SPECIAL PROVISIONS, Section 3a, Section 4a and Section 5a.

****See Attached Schedule of Wages**

GROUP II**

Asphalt Pavers
Ballast Regulators
Bobcats when used as Bulldozers
Bulldozers
Cal Trucks
Cold Planers
Concrete Mixers with side loaders
Concrete Pumps
Directional Drilling Machines
Edgers
Graders Grinders
Grout Pumps
John Henrys
Locomotives or machines used in place thereof
Mechanics, Maintenance Mulching Machines
Paving Concrete Finishing Machines
Paving Screed Machines
Portable Steam Generators
Rail Anchor Machines
Reclaimers
Asphalt Rollers
Scrapers
Sonic or Vibratory Hammers
Spreaders
Stationary Steam Boilers
Swinger Engines
Switch Tampers
Tampers, Self-propelled or Tractor Drawn
Tandem Scrapers
Tire Trucks (when operated by Employer on job site)
Track Mounted, Self-Unloading
Material Movers (with dozer blade)
Tractors
York Rakes

****See Attached Schedule of Wages**

GROUP III**

Augers-Powered by independent engines and attached to
Pile Drivers
Compressors
Concrete Mixers
Concrete Vibrators
Conveyors
Generators
Heaters (power driven) (1-5)
Hydraulic Saws
Industrial Fork Lifts/Chisel Trucks (hoisting not over 9 feet)
Jackson Type Tampers
Lighting
Plants
Pump(s) (1-3 grouped)
Single Diaphragm Pumps
Syphons-Pulsometers
Track Mounted, Self-Unloading Material Movers
Valves Controlling Permanent Plant Air Stream
Vibratory Compactor Rollers
Welding Machines(s) (1-3 grouped)
Wellpoint Systems (Operating)

****See Attached Schedule of Wages**

GROUP IV Assistant Engineer**

a. Assistant Engineer: Fireman
b. Assistant Engineer: Apprentices (other than Truck Cranes or Gradalls)
c. Assistant Engineer: Apprentices (on Truck Cranes or Gradalls)
d. Assistant Engineer: Daily Rate (Truck Cranes)
e. Scow Rate

****See Attached Schedule of Wages**

- Machines grouped shall be within 200 feet.
- Any machine not expressly mentioned in the schedule shall be included in the appropriate grouping.
- High Speed Electric Conveyors, (See Part One, Article VII, Section 3).
- **HELICOPTERS:** Whenever a helicopter is used in hoisting and lifting, it shall be manned by a member of the Local at a rate to be established, if and when such type of operation is instituted.
- **HAZARDOUS WASTE:** Engineers required to work in the HOT ZONE will receive a $2.00 an hour wage differential.

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