



PILE DRIVERS LOCAL UNION NO. 56

PILE DRIVERS, BRIDGE, WHARF, DOCK BUILDERS,
BURNERS, DIVERS, WELDERS & UNDERPINNERS OF MASSACHUSETTS

BOSTON, MASSACHUSETTS

2016 – 2020 AGREEMENT

BETWEEN

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
LOCAL UNION NO. 56**

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AND

**THE FOUNDATION AND MARINE CONTRACTORS
ASSOCIATION OF NEW ENGLAND, INC.**

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**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
LOCAL UNION NO. 56**

**PILE DRIVERS, BRIDGE, WHARF
DOCK CARPENTERS, WELDERS
BURNERS, DIVERS OF MASSACHUSETTS**

AGREEMENT BY AND BETWEEN

The Foundation & Marine Contractors Association of New England Inc., party of the first part, and hereinafter called the Contractor, and such other Employers who assent to its provisions by signature thereto and as hereinafter called the “Employer” and the Wharf and Bridge Carpenters and Pile Drivers Local Union No. 56 of the United Brotherhood of Carpenters and Joiners of America, party of the second part, hereinafter called “Union” or Wharf and Bridge Carpenters and Pile Drivers, Divers and Divers’ Tenders.

**ARTICLE 1
OBJECTIVE**

The objective of this agreement is to stabilize the pile driving industry and associated work jurisdiction through the contractual terms in a manner that will minimize stoppage of work and promote the maximum of unity.

**ARTICLE 2
UNION SECURITY**

Section 2.1 The Contractors and the Union agree that in the employment of wharf and bridge carpenters and pile drivers to perform the various classifications of labor required in the work covered by this agreement, there shall be no discrimination against applicants because of membership or non-membership in the Union, or because of race, creed, color, sex, age or national origin (As required by Executive Order 11246).

Section 2.2 The employer agrees that all employees of the employers employed in the work covered by this agreement who on the effective date of this agreement are not members of the

Union after the seventh day following the beginning of their employment and shall thereafter during the terms of this agreement maintain such membership in good standing as a condition of continued employment.

Section 2.3 The Contractor agrees that if he requires employees to perform any of the work described in Article 4 (Work Jurisdiction) to call upon Local Union No. 56 to supply such employees and the Contractor will endeavor to give the Union 48 hours notice, excluding Saturdays, Sundays and Holidays. The Union does not maintain an exclusive hiring hall as defined by the N.L.R.B.

Section 2.4 Should Local Union No. 56 be unable to supply such skilled and experienced employees, Local 56 shall contact the Carpenters Local in the area of the project to supply qualified men to man the job. If Local 56 or the Carpenters Local in the area of the project is unable to supply qualified men, the Contractor may hire at will without regard to residence or other factors, subject to Article 2.1 or 2.2 of this agreement.

Section 2.5 Notwithstanding any language to the contrary in any area collective bargaining agreement, the Employer shall have the right to employ any pile driver or carpenter who is a member in good standing of any local affiliate of the New England Regional Council of Carpenters pursuant to the following conditions: the employee has worked a minimum of three (3) weeks for the Employer in the previous five (5) months. If the Employer fails to notify a local union prior to commencing work on a project in that local's geographical jurisdiction, the Employer shall lose the mobility of manpower privileges for that project, and the Employer shall be restricted in its employment of pile drivers and carpenters to those employees who normally work in the geographical area of the local union where the project is located. No employee shall be required to work in the geographical jurisdiction outside of the geographical jurisdiction of his home state. Employers shall not retaliate or discriminate against an employee who refuses to work outside of the geographical jurisdiction of his home state. If there is no available work

other than work outside the geographical jurisdiction of the employee's home state, the Employer shall lay-off that employee so that he is eligible to receive unemployment benefits.

Section 2.6 If the Contractor or subcontractor shall subcontract job site work covered under the jurisdiction of the Union, including the installation of materials, performance of labor and the operation of equipment, such subcontractors shall be signatory to this agreement.

ARTICLE 3

TERRITORIAL JURISDICTION

Section 3.1 The terms of this agreement shall apply to all work under the territorial jurisdiction of the aforementioned Union.

COMMONWEALTH OF MASSACHUSETTS

CITIES AND TOWNS IN VERMONT

BENNINGTON AND WINDHAM COUNTIES

CITIES AND TOWNS IN NEW HAMPSHIRE

SALEM, PELHAM, RINDGE, EAST RINDGE, WEST RINDGE, NEW IPSWICH

GREENVILLE MASON

MEMORANDUM OF UNDERSTANDING REGARDING TERRITORIAL JURISDICTION

Section 3.2 It is the intention of the Foundation & Marine Contractors Association of New England, Inc., to discuss with the Wharf and Bridge Carpenters and Pile Drivers Local Union 56 of the United Brotherhood of Carpenters and Joiners of America, and its International, an agreement covering the waters of the United States, offshore of the present agreement. The

discussion will include deep water diving techniques associated with the construction of offshore structures. Date to be set by the Union.

Section 3.3 Additionally, it is understood that during the tenure of this agreement the United Brotherhood of Carpenters and Joiners of America and Local Union 56 may extend or expand the jurisdictional area as stated above to include other areas in the States of Connecticut, Rhode Island, Maine, New Hampshire and Vermont.

Section 3.4 All work covered by the New England Regional Council of Carpenters collective bargaining agreements in Massachusetts (Local Nos. 26, 33, 40, 67, 107, 108, 111, 218, 275, 424, 475, 535, 624, 723, 1121, 1305 and 2168), Rhode Island (Locals No. 94), Connecticut (Local Nos. 24, 43 and 210) and Maine, New Hampshire and Vermont (Local No. 1996 and 118) shall be performed in accordance with the terms and conditions of the local area agreement in the area where the work is being performed. The obligation to perform work in accordance with the terms and conditions of those local area agreements ceases on the termination date of this agreement, July 31, 2020.

ARTICLE 4

WORK JURISDICTION

It is agreed and understood that the work performed by members of the Union is work usually done by Wharf & Bridge Carpenters and Pile Drivers including, but not limited to, all work set forth in Article 4 below; the setting, driving, jacking, jetting, drilling, cutting off, capping, framing and extracting of all types of piles; the setting, bracing, driving, cutting off or extracting of all bulkheads, seawalls, sheathing, cofferdams, and caissons, regardless of composition and requiring the use of power equipment, the framing and placing of all timber, the making and setting of all forms in connection with piers, wharves and trestles; earth anchor tie back system, deadmen, and rock anchors systems, geopiers®, helical piles and anchors, and similar foundation

installations, pre-cast concrete beams when fabricated on job site to be used for capping of piles for buildings, the cutting and placing of all lagging and contact sheathing, the operation of all controls pertaining to pile driving or extracting when such controls are located remotely from the Operator Engineer, the demolition, repair and maintenance of all operations covered above; the erecting and dismantling at the job site and in the contractors yard of all materials and equipment used exclusively for any of the above operations, the preparation, manning where necessary to maintain jack pressure and removing of all test loads; a pile driver shall be in attendance during test-loading of piling when manual testing equipment is being used, the handling of all materials pertaining to any and all of the above operations after delivery to the job site or storage yards – all burning, welding, cutting, shoring, underpinning and all tagging or signaling with any and all of the above operations including any work when members of the Union are working within the maximum boom radius of hoisting equipment. All preparation of piling, bracing, whalers, etc., done on the job site and into the contractor's yards shall be done by the Union. The installation of temporary bridges, including deck systems, shall be done by members of the Union. When any materials are removed from a job for reassembly and returned to the same job, the work shall be done under the terms of this agreement. The preparation, setting and extraction of all stops or bulkheads in slurry-wall trenches and the dressing of drop chisels used in slurry-wall excavation shall be done by the Union. The preparation, setting and securing of all keyways, blockouts, sleeves, plates, beams or pipes and any other embedded materials directly related to the support of the slurry-wall system shall be the work of the Union. The preparation and setting of all guide wall forms for slurry-wall trenches whether cast in place or precast on the job site, the preparation, setting and extraction of all stops or bulkheads in slurry-wall trenches shall be done by the Union. Loading, unloading, handling of lines and the moving and positioning of all floating equipment and off shore platforms requiring the use of Spud and Anchor winches and Deck Engines. Also, work offshore shall include, but not be limited to, the erecting, constructing, installing and dismantling of Industrial and Non-industrial Construction Projects and related work for oil, gas, wind and/or any other natural resources exploration and drilling facilities, regardless of location or distance from land. Footing forms to the top of cofferdams or on piles for marine bridges, no minimum crew. All precast or prefabricated members on piers,

wharves and trestles, including but not limited to, sunken tube tunnel sections, rigging, handling, welding and joining of all types of pipe under water where diving is necessary. Diving inspection excluded. Whenever any pile driving equipment is used on the installation of wick drains it shall be the work of the Union, no minimum crew.

4.1 TRADE AUTONOMY

The term “Bridge, Dock, Wharf / Marine Carpenter and Pile Driver” shall include and mean the building and repairing of all timber trestles, all wooden bridges, jetties, causeways and all riprap work, and preparation of all piles; all new and old work on docks and piers to the inshore line of bulkhead / seawall from the backing log down: including the decking and forms for same; all piling including wood, steel and/or concrete, sheet piling and bracing same, caissons, cofferdams, where piles are bored, jettied, driven or sunk, pulling and removing of all materials pertaining to pile driver’s work, all precasting and dry packing of piling and underpinning, shoring and lagging, marine divers, tenders and underwater-construction workers. Loading and unloading of all derricks and cranes and pile driving material, signaling for excavation, and all signaling pertaining to the pile driver’s work.

They shall make and set all concrete forms from cellar bottom and column base in cellar bottom down elevated trestles and shoring work, including ties and guard rails; all cutting, welding, burning pertaining to pile driver’s work, whether of wood, metal, concrete, plastic or composition material. All employers performing work included in the work jurisdiction of Local Union 56, U.B.C.J.A., shall employ men under the same conditions as appear in this Agreement.

ARTICLE 5
WAGE AND FRINGE BENEFITS
SCHEDULED INCREASES

AUGUST 1, 2016 – AUGUST 1, 2019

AUGUST 1, 2016	=	\$2.17
AUGUST 1, 2017	=	\$2.23
AUGUST 1, 2018	=	\$2.30
AUGUST 1, 2019	=	\$2.37
Total	=	\$9.07

Timely Notice will be provided by the Union as the above increases are allocated. The above increases may be designated to wages and/or assessments, or any one of the Trust Funds or from one Fund to another Fund, as determined by the Union. Electronic benefit receipts/stamps must be provided weekly with the Employee's payroll check for each hour worked or paid, for any hours which the employer is contractually obligated to pay benefit stamps. Any hours paid which are not contractually obligated, and therefore do not require benefit stamps to be paid, shall be clearly indicated on the employee's pay stub.

ARTICLE 6
WORKING ASSESSMENT AND PAYROLL DEDUCTION

Section 6.1 The employer agrees to deduct 2.5% of the current wage/fringe benefit package per hour for each hour worked from the weekly pay of each employee who has authorized such deductions in writing as provided in this section. Deductions shall be made from the pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing in accordance with the “Working Assessment Deduction Authorization” form set forth below.

Section 6.2 **WORKING ASSESSMENT DEDUCTION AUTHORIZATION**

To all Employers by whom I am employed during the terms of the present or future collective bargaining agreements either by and between signatory contractor association and the Union named below, or by an employer, not a member of said associations, which has an individual collective bargaining agreement with a signatory Union named below:

I hereby authorize my employer to deduct from my wages each week, 2.5% of the current wage/fringe benefit package per hour for each hour worked as my working assessment for said week owing by me to the New England Regional Council of Carpenters under whose jurisdiction I am employed. Said deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted along with the designated form and shall be forwarded to the location named on the form.

This authorization and assignment shall become effective with the date of execution of the agreement between the same Union and yourself, and shall continue in full force and effect for a period not to exceed the year or life of the agreement whichever occurs sooner, and for any subsequent similar period thereafter unless revoked by me within 15 days immediately preceding such contract terms or one year whichever occurs sooner. The above revocation must be in writing, bear the date and my signature and be delivered to the officers of the New England Regional Council of Carpenters and to the employer with whom I am currently employed.

_____	_____	_____
Employee (Print)	Social Security No.	Local Union No.

Address	City or Town	State

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act of 1949 and otherwise.

_____	_____
Date	Signature of Employer

ARTICLE 7
FRINGE BENEFIT AND OTHER PROVISIONS

Section 7.1 Trust Agreements and Other Provisions – Each Employer subscribes to and agrees to be bound by the provisions of the various Agreements and Declarations of Trust, as originally adopted and as amended from time to time, referred to herein as “The Funds” and ratifies and approves all actions of the Trustees within the scope of said Trust Documents of the Funds:

New England Carpenters Health Benefits Fund (H/B)
New England Carpenters Pension Fund (P)
New England Carpenters Guaranteed Annuity Fund (A)
New England Carpenters Training Fund (NECTF)
Carpenters Labor Management Program (CLMP)
Foundation for Fair Contracting Committee (FFCC)
National Health and Safety Fund (NHSF)
National Apprenticeship and Training Fund (NTF)
National Labor Management Fund (NLMF)
Mass State Building Trades

Each Employer also agrees to be bound by the following other payment provisions:

Working Dues Deduction (D)

Section 7.2 REMITTANCE DUE DATE – Each Employer shall file monthly remittance reports as required by the Funds or their designee not later than the tenth (10th) day of the calendar month following the performance of the work.

Section 7.3 PAYMENTS – Other Jurisdiction – Any signatory Employer, when working outside the jurisdictional area of this Agreement in areas where any of the Funds provided for herein are not in existence, shall contribute the same amount in the same manner as set forth in Section 2

above to the appropriate Fund for each piledriver when said piledriver is sent and put to work by the Employer from the territorial jurisdiction set forth in Article 3.

Section 7.4 ELECTRONIC BENEFIT PROGRAM/STAMP SYSTEM Each Employer shall make all Fund contributions and working dues deductions utilizing the Electronic Benefit Program. The Benefit Program(s) to be utilized by each Employer will provide for the purchase of electronic benefit receipts by Employers, to be tendered to employees with their weekly payroll checks, for each hour worked or paid representing monies due to the Funds and dues deductions as provided for in Article 5. All Employers will be required to remit all benefit contributions to the Funds using the new “Point, Click, Remit” electronic benefit program (Employer self-service portal). The payment of contributions and dues deductions shall relieve the Employer of any further obligation to file monthly remittance reports.

Additional information on benefit payments may be obtained by contacting:

New England Carpenters Central Collection Agency
350 Fordham Road, Wilmington, MA 01887
(800)344-1515 (978)694-1000 Fax (978)657-8619

Section 7.5 VIOLATION OF AGREEMENT – Failure to contribute weekly on all employees to these Funds shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to these Funds be made on a current basis by all Employers.

Section 7.5.1 BONDING – The Union, or the NECCCA, at its’ discretion, may require any new Employer or existing Employer with a history of being delinquent, to post a fringe benefit payment bond equal to the estimated average fringe benefit liability covering a ninety (90) day period before starting working in the area when there is a doubt of the Employer’s ability to meet his fringe benefit obligations.

If the Employer fails to provide the Union with such a bond, the Union may invoke its right to strike and its right to terminate this Agreement upon seventy-two (72) hours written notice by certified registered mail notice.

Section 7.5.2 DELINQUENT PAYMENTS – SUBCONTRACTOR DELINQUENCY –

Upon written notification from a pile driver representative, or the NECCCA, that a subcontractor is delinquent in payment to the Funds provided in this agreement, the general contractor shall assist the Union in collecting these funds for that specific job to the extent that subcontractors funds are legally available and in hand.

At the pre-job conference or follow-up meeting, the business representative will specifically identify to the general contractor any subcontractor to be utilized on the project who is delinquent in payment to the Funds provided for in the Agreement.

Section 7.5.3 In the event an Employer fails to make current payments to the Funds, the Union shall have the right to strike said Employer after giving 72 hours written notice to all signatory contractors on the project and any employees removed for this reason, shall be paid for their lost wages, up to a maximum of three (3) days. Payment must be brought current before said Employer may resume any work covered by this Agreement.

Section 7.5.4 All attorney fees, sheriff's costs, accounting and court costs involved to collect delinquent payments from the delinquent Employer must be borne fully by the Employer involved. The Union will effect these actions only against the delinquent Employer.

Section 7.6 INTEREST – Any delinquent Employer shall be required to pay to the Funds interest at a reasonable rate established by the Board of Trustees from the date when payment was due to the date when payment was made. Interest will begin to accrue ten (10) days from the due date and must be paid in full to bring the account current. In order to avoid interest, the work report must be fully and completely paid. Partial payments do not release the work report, and so, the date of a

partial payment is not the true payment date. Unpaid interest will be subject to collection policies adopted by the Board of Trustees. If legal action is necessary, the Employer shall be responsible for all delinquent payments, interest, twenty percent (20%) of the total of the delinquent payments as liquidated damages, reasonable attorney's fees and any other costs of collection."

Section 7.7 AUDIT – The Employer shall make all reports on contributions required by the Funds on forms furnished by the Funds or their authorized representatives. The Trustees or their authorized representative upon reasonable notice may examine the pertinent payroll records of any Employer, including, but not limited to, all quarterly and yearly payroll tax returns, payroll listings, payroll records, individual earnings records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the Trustees of the funds in their sole discretion. Such examinations may be implemented by the trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds, in which event the expense of audit may, under rules and regulations adopted by the trustees of each Fund, be charged against the Employer. If the expense of the audit charged against the Employer is not paid by the Employer within ten days after written notice from the Funds, or their authorized representatives, the Funds may take any action, including but not limited to disallowing any future purchases of fringe benefits or court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and an administration fee at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection of such audit expense, interest and administration fee. In the event that the Funds or their representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

Section 7.8 BENEFITS – The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement. No employee represented by the Union shall work for an Employer who has not signed an agreement to contribute to the Funds.

Section 7.9 ELECTRONIC BENEFIT SYSTEM – All payments to all Funds, including dues deduction, will be reported weekly using the “Point, Click, Remit” electronic benefit program. Access to the Employer portal will be provided along with a secure password to each signatory Employer by the Fund or Central Collection Agency as provided for in Article 8.

Section 7.10 NEW FEDERAL HEALTH INSURANCE LAW – In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article 26 at the request of either party; but the Arbitrator shall not be permitted to increase the cost to the Employer.

Section 7.11 The parties agree that the Boards of Trustees of the New England Carpenters Health Benefit Fund, New England Carpenters Guaranteed Annuity Fund and the New England Carpenters Pension Fund have been merged and, thereafter, all three Funds shall be administered by the New England Carpenters Central Collection Agency Trustees in accordance with rules and regulations adopted by the New England Carpenters Combined Benefit Funds.

Section 8.0 Notwithstanding any other provision of this Agreement, for the purpose of the provisions of this Article 7, Fringe Benefit Fund and Other Payment Provisions, and other provisions of the Agreement regarding contributions by the Employer to the New England Carpenters Central Collection Agency (hereinafter “NECCCA”) and for such purpose only, persons in the employ of an Employer who are classified by the Employer in writing on forms supplied by the NECCCA as Pile Driver Superintendents, Estimators or other non-pile driver employees who previously worked as pile drivers under the collective bargaining agreement, shall be members of the bargaining unit and shall be covered by this section. Membership in the bargaining unit will also be established by the Employer commencing to make contributions to the NECCCA on behalf of those employees in accordance with this Section 8. The “Pile Driver Superintendents, Estimators and other non-pile driver employees” shall be limited to persons who previously worked as pile drivers under the collective bargaining agreement and who are currently members of the Union and working as superintendents or estimators or in other non-pile driver positions and classified

by the Employer in writing as such. Contributions for hours worked by these employees shall be subject to the administrative rules of the individual funds identified in Section 1 of this Article 7 regarding acceptance or return of contributions as each Fund may deem necessary to protect its status for tax purposes, reporting of contributions and auditing of payroll records.

- a. An Employer who chooses to provide coverage to some or all of these employees shall be obligated to contribute to all funds and programs identified in Section 1 of this Article 7. This includes the Health Benefits, Pension, Annuity, Apprentice and Training, NECTP, Vacation, NECLMP, and UBC Funds.
- b. A pile driver superintendent, estimator or other non-pile driver employee must be a member of the bargaining unit and working as such.
- c. If a pile driver superintendent, estimator or other non-pile driver employee is paid HOURLY, his/her employer must contribute to all Funds on ALL of his or her hours of work in covered employment. For hourly-paid employees, contributions on non-working hours such as paid vacation are not required.
- d. If a pile driver superintendent, estimator or other non-pile driver employee is paid a SALARY, his/her employer must contribute to all Funds on 160 hours for each calendar month or, for an employer required to contribute weekly, on 40 hours for each week but not more than 480 hours for any calendar quarter. In any case, the maximum payment is 1920 hours a year. It does not matter if the salaried employee works more or less than 160/40 hours, or takes paid vacation or sick time, or works only part of a month/week - payment on the fixed number of hours is required.
- e. It is understood that payment of contributions are not required for superintendents, estimators or office employees who are on Workers Compensation unless such contributions are required by law.
- f. There shall be no duplication of contributions for any hours of employment for any superintendent, estimator or office employee.
- g. A form provided by the NECCA must be filed annually by the Employer to list each pile driver superintendent, estimator or office employee the Employer chooses to cover.
- h. A pile driver superintendent, estimator or other non-pile driver employee's participation in

all the Fringe Benefit Funds including the Pension, Health and Annuity Funds shall be subject to the rules and regulations adopted by each Fund's Trustees and to all the terms and conditions of the applicable Plan documents

- i. Once an employee has been classified in writing by the Employer as a covered superintendent, estimator or non-pile driver employee, or once the Employer has commenced making contributions to the NECCCA on behalf of such employee, the obligation to contribute to the NECCCA shall exist and remain in effect, unless revoked in writing by the Employer. Once an employee's coverage is revoked, contributions cannot be resumed on behalf of that employee, unless the employee returns to covered employment.

If the Employer so elects, superintendents, estimators, or any member of management participating in the New England Carpenters Benefit Funds described in this Agreement shall be guaranteed a minimum of 160 hours per month of benefits, subject to the rules of the Funds.

If the Employer elects to contribute on behalf of an owner/employee, the Employer shall contribute for that owner/employee in accordance with the rules and policies adopted by the Board of Trustees.

ARTICLE 8

CENTRAL COLLECTION AGENCY

The parties shall have established a non-profit agency whose purpose is to perform the collection, auditing and related activities for the funds. The agency is directed equally by Union and Employer designees.

This agency is the:

New England Carpenters Central Collection Agency

350 Fordham Road, Wilmington, MA 01887

(800)344-1515 (978)694-1000 Fax: (978)657-8619

ARTICLE 9
WORKERS COMPENSATION AGREEMENT
GENERAL PROVISIONS

Section 9.1.1 This agreement on workers' compensation shall apply to any Self-Insured Group (SIG) or Self-Insured Employer (SIE), which accepts it, in writing, or any Employee who, with its insurance Company, agrees, in writing, to accept this Workers' Compensation Agreement.

Section 9.1.2 For the purposes of this agreement, compensable personal injuries, including occupational diseases, shall be those injuries and diseases as defined by Chapter 152, Section I(7A) of the General Laws of the Commonwealth of Massachusetts, sustained by employees covered by this Agreement, during their employment at a job site for which work under this Agreement is being performed.

Section 9.1.3 Terms and Conditions, burdens of proof, standards and methodology are governed by M.G.L. Chapter 152 and applicable Massachusetts case law unless otherwise specifically provided for in this agreement.

Section 9.1.4 Any provision of this agreement which requires a change in state law, regulations or approvals by any state agency, shall become effective upon such enactment, change, amendment or approval.

A detailed copy of this agreement, outlining benefits and the alternative dispute resolution procedure, is available at the offices of the New England Carpenters Central Collection Agency of Massachusetts Section 11.

ARTICLE 10
CARPENTERS ASSISTANCE PROGRAM

Section 10.1 Foundation & Marine Contractors Association of New England, Inc. and Pile Drivers Local Union 56 agree to form a sub committee to develop a standardized pre-hire drug testing policy and procedure consistent with Federal, State and Local statutes and regulations.

The parties agree that the Carpenters Assistance Program, Inc. (CAP) has been formed by the New England Carpenters Health Benefit Fund in order to make certain that a drug and alcohol free environment exists on all job sites. For that reason, contractors are permitted to refer to CAP any pile driver whom the Contractor suspects have been working on the job site under the influence of alcohol or drugs. The contractor also has the right to require that a pile driver, who has been injured on the job, undergo drug testing within a reasonable period of time after the injury provided that the pile driver is physically capable of undergoing the drug testing. Any pile driver who refuses to be referred to CAP or undergo drug testing shall be subject to immediate termination. Any Contractor who desires or is required because of federal or private contracts with a developer/owner to provide pre-hire drug testing for its employees, shall utilize the services of CAP, on an exclusive basis, or any other service provider who has been approved by CAP. A General Contractor's or Construction Manager's drug testing program may be applied to a Subcontractor's employees who are assigned to a jobsite, which has been deemed a substance abuse testing jobsite by the General Contractor or Construction Manager. All employees will be notified of the testing requirement prior to being assigned to the testing jobsite and no employee will be laid off or penalized for declining to be sent to a testing jobsite. The cost of pre-job testing, when requested by or required by a Contractor shall be borne by the Contractor. Pre-hire testing shall occur during the first five (5) regular days of employment (excluding Saturday, Sunday and Holidays) otherwise the employer must provide a thirty (30) day written notice to the pile driver before testing may occur. The Employer or the Employer's designee must notify the Union of all non-negative test results. All rules and regulations with respect to the treatment, counseling or screening of pile drivers who are suspected to be subject to a substance abuse problem, shall be the sole and exclusive responsibility of the New England Carpenters Health Benefits Fund and the Board of Directors of CAP. Further information is available by contacting the following:

Carpenters Assistance Program

350 Fordham Road

Wilmington, MA 01887

(978)752-1160

Or toll-free 800-344-1515, ext. 1160

KGA (Employee Assistance Program): (508)648-9557

Or toll-free 800-648-9557

ARTICLE 11
Apprentices
NEW ENGLAND CARPENTERS TRAINING FUND

The New England Carpenters Training Fund was established to provide facilities in New England for the training of Carpenters, Pile Drivers, Floorcovers, and Cabinet and Shop Workers. The training plans for newly entering apprentices and other apprentices, as well as the specialty training courses to current journeymen for upgrading skills will be established and supervised by the Trustees of the New England Carpenters Training Fund.

Section 11.1 Employer contributions shall be used exclusively for the training and education of apprentices and journeymen skills upgrading and for the administrative costs of the Joint Apprenticeship Committees.

Section 11.2 Each Employer shall employ a ratio of at least one (1) apprentice to five (5) journeymen Pile Drivers on the job or within its employ when indentured apprentices are available and assigned to the Employer by the Local Union. No Employer shall layoff an apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Local Union. In the event an employer is installing timber lagging and bracing on a particular project and he shall decide to increase the minimum crew size, he shall be entitled to an apprentice as the third crew member provided he does not have an apprentice employed on another project.

Section 11.3 Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice Pile Drivers as applicable under this Agreement.

Section 11.4 The basic hourly rate for Piled Driver Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Pile Driver basic wage rate:

First	six-month period at 50%
Second	six-month period at 60%
Third	six-month period at 70%

Fourth	six-month period at 75%
Fifth	six-month period at 80%
Sixth	six-month period at 80%
Seventh	six-month period at 90%
Eighth	six-month period at 90%

Section 11.5 The Training Fund shall annually submit to the Associations and Union a list of indentured apprentices with the proposed completion date for each apprentice.

Section 11.6 Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employees shall be granted advanced standing in the Apprenticeship Program on the basis of their demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which they are assigned.

Section 11.7 Laid-off Apprentices Eligible for Unemployment Insurance - Contractors who employ apprentices during times when the apprentices must attend school for mandatory apprentice-training sessions shall lay off the apprentices for the period of the training sessions, and they shall report the layoffs as having been made under the terms of a collective bargaining agreement to attend apprentice training school.

ARTICLE 12

ZONE RATES & CONDITIONS

Section 12.1 **FOREMAN** – The foreman of a driving or extracting operation of three (3) journeymen crew shall work under all of the conditions including wages and benefits as established in Zone 1 for foreman.

Section 12.2 **ZONE WAGE RATE FORMULA** A system of zone rates will take effect on all jobs. The base rates for this Agreement apply to Zone 1. Apprentice ratios and wages shall be the same as those established in Zone 1. The wage rate of the pile driver in Zones 2 and 3 is to be set at one half (1/2) the difference between the existing and future wage rate of the local carpenter unions in each zone and the current wage rate of the pile driver in Zone 1. If at any time the carpenter

wage rate equals or exceeds the pile driver rate in a given area of Zone 2 and 3, then the pile driver rate in that zone shall be the current rate paid in Zone 1.

Section 12.3 ZONE AREA DEFINITIONS

ZONE 1 – Metro-Boston and areas within I-495

All of Suffolk County and those communities in Barnstable, Bristol, Essex, Middlesex, Norfolk and Plymouth Counties situated completely or partially within (the Boston side of) U.S. Interstate 495 and North of the Cape Cod Canal. All of Dukes and Nantucket Counties.

ZONE 2 – Areas Outside I-495

Eastern Mass., all of Worcester County and those areas of Essex and Middlesex Counties Situated outside of I-495. The areas of Barnstable, Bristol, Plymouth and Norfolk Counties situated outside of I-495 and South of the Cape Cod Canal.

ZONE 3 – Western Mass and Vermont

All of Hampden, Berkshire, Hampshire and Franklin Counties. In Vermont, all of Bennington and Windham Counties.

See Article 3.1 for complete Territorial Jurisdiction.

ARTICLE 13 FOREMAN, RATES

Section 13.1 Subject to the provision of Article 2 of this agreement, foremen of wharf and bridge carpenters shall be members of Local 56 and be competent to properly handle the men.

Section 13.2 Members of the Union shall take orders from a foreman who shall be a member of the Union.

Section 13.3 Foremen on a crew consisting of three (3) journeymen and a foreman shall receive ten percent (10%) more than the basic rate of Wharf and Bridge Builders; the foreman shall retain such rate for the job duration. Employees receiving foreman's pay on supporting operations shall

receive five percent (5%) per hour more than the basic rate of Wharf and Bridge Builders. He shall be guaranteed a minimum of forty (40) hours pay each week. Foreman at the termination of the job shall receive no less than three (3) days pay unless the work extends beyond the third day (Wednesday), in which case a full weeks wages shall be paid.

ARTICLE 14

WORK HOURS, BREAKS, LUNCH PERIOD

Section 14.1 Eight (8) hours shall constitute a regular work day between 6:00 A.M. and 4:30 P.M. with one half hour for lunch.

Section 14.2 There shall be a coffee break not to exceed 15 minutes in each half of each working shift after ten (10) hours of work. There shall be no interruption of work during the second or third coffee break except when a shift will exceed twelve (12) hours, reasonable time will be allowed for an organized break.

Section 14.3 The lunch period shall be paid at time and one-half (1 ½) if worked, and men shall have adequate time for lunch.

Section 14.4 Forty (40) hours, as specified daily, between Monday 7:00 A.M. and Friday 3:30 P.M. shall constitute a regular work week. These hours may be advanced, or set back one (1) hour by mutual agreement between Contractor and Union. The lunch time shall be half way between start and finish of each shift

ARTICLE 15

OVERTIME

Section 15.1 All work performed outside the regular work hours or shift hours, including work on the 9th thru 12th hours shall be paid at time and one-half (1 ½) Monday thru Saturday. On work beyond the 12th hour, the rate shall be at double time the basic rate.

Section 15.2 The “Me Too” clause shall apply whereby if another trade on the same operation employed by the employer is paid two (2) times the straight time rate, the pile driver employed on the operation will also be paid two (2) times their straight time rate while the other trade is so employed.

Section 15.2.1 The “Me Too Clause” shall not apply in the case of overtime paid to operators on rental equipment, except that when the term and conditions that normally apply to the particular operation require double-time be paid to (non-rental) equipment operators employed, on normal straight time basis, then the “Me Too Clause” shall apply.

Section 15.3 On Saturday, 12 hours work shall be paid at one and one half (1 ½) times the basic rate, and all hours after the 12th hour and before the regular work shift shall be paid at two (2) times the basic rate and the “Me Too Clause” as defined above shall apply.

Section 15.4 Work on Sunday and holidays specified in Article 20 shall be paid at two times the basic rate with a minimum of two (2) hours at two times the basic rate. Any work in excess of 12 consecutive hours will be paid at two (2) times the basic rate.

Section 15.5 Permits will be necessary for all work on Saturdays, Sundays and Holidays.

Section 15.6 All overtime work will be performed by journeymen who are working on the operation involved previous to the overtime period.

TRAVEL PAY, TRANSPORTATION AND PARKING

Section 15.7 It is recognized that for work at certain locations where employees covered by this agreement are sent to work at construction sites offshore or to any of the Islands or Drill Platforms offshore, all employees will be transported by employer provided transportation to the work location.

Section 15.8 Employees required to utilize such contractor provided transportation shall receive an allowance (minus fringe benefits) equal to one half hours pay at the straight time rate Monday through Friday and at the appropriate rate (i.e. basic rate, 1.5 times, 2 times or Dive rate) on Saturday and Sunday for each trip made, in addition to their pay for time worked.

This allowance shall not be considered compensation and shall not be considered compensation for time worked, nor shall it be paid to an employee who qualifies for any other pay for time not actually worked. Employees shall receive this allowance in 15-minute intervals, after the first one half (1/2) hour for actual time traveled minus fringe benefits.

Employees arriving at their work location after their normal starting time, as the result of any delay in the scheduled arrival of contractor furnished transportation shall be compensated from their normal starting time at the appropriate rate, plus fringe benefits.

On jobs other than above, employees shall be paid the appropriate rate from the time of boarding the contractor's equipment.

Section 15.9 When employees are required to report for work, or if work ends and no public transportation or normal parking is available, transportation to or from a parking area shall be provided by the employer.

ARTICLE 16

REGULAR SHIFT WORK

Section 16.1 The contractor shall notify the business representative and receive from him a permit before starting shift work. On jobs employing two (2) or more shifts the hours shall be as follows:

Section 16.2 **FIRST SHIFT** (regular work day) shall start at 7:00 A.M. and finish at 3:30 P.M. with a one half (1/2) hour for lunch.

Section 16.3 **SECOND SHIFT** shall start at 4:30 P.M. and finish at 12:00 midnight with a half (1/2) hour for lunch, and shall be paid on the basis of eight (8) hours pay for seven (7) hours work.

Section 16.4 **THIRD SHIFT** shall start at 12:00 midnight and finish at 7:30 A.M. with one half (1/2) hour for lunch, and shall be paid on the basis of eight (8) hours pay for seven (7) hours work.

Section 16.5 On two (2) shift jobs, all work performed between 8:00 A.M. Saturday and midnight Saturday, shall be paid for at one and one half (1 ½) times the basic rate and the "Me Too" as defined in Article 15.2 shall apply.

Section 16.6 On three (3) shift jobs, all work performed between 8:00 A.M. Saturday and 7:30 A.M. Sunday shall be paid for at one and one half (1 ½) times the basic rate and the "Me Too" as

defined in Article 16 shall apply. For shift conditions to apply, work involved must be at least three (3) days duration. This shall exclude load tests. If a load test is canceled before normal termination time for any reason, all men on the three (3) shifts shall receive eight (8) hours pay.

Section 16.7 All work performed outside the regular hours, or shift hours specified above, shall be “overtime” and shall be paid for at the time and one half (1 ½) rate. The “Me-Too” clause as defined in Article 16 will apply except that Sundays, Holidays and all work in excess of twelve (12) consecutive hours of work shall be paid at two (2) times the basic rate.

Section 16.8 Eight (8) hours must elapse after quitting time before any work is performed on the next regular shift. All work performed on the next regular shift by the same crew in one day shall be paid at two times the basic rate.

ARTICLE 17

REPORTING PAY

Section 17.1 Men reporting to work on any job and who cannot work on account of weather or other conditions beyond his control shall receive two (2) hours show up time pay at the appropriate rate. To be paid, men must remain on the job.

Section 17.2 “Inclement Weather” In the event work is cancelled for inclement weather, the men will be paid for all hours worked on the job prior to cancelling the shift but not less than the pay for 2 hours show up time. All men working in the crew shall have a vote in determining if work may proceed due to inclement weather. This applies to “Special Shifts” as well but is limited in scope to weather conditions only.

Section 17.3 In the event of any cancellations due to inclement weather, employees must be notified prior to leaving the job site on the previous day, whenever possible. There will be no phone calls to the homes at night after 10:00 P.M. Employees, however, may be notified in the morning if called by the employer, personally, at least two (2) hours prior to the start of the shift for cancellations due to inclement weather.

The decision of a majority of a crew or gang not to work because of inclement weather shall not jeopardize the job security of said members of the Union. To be paid, men must remain on the job.

ARTICLE 18

TIDE WORK & SPECIAL SHIFTS

Section 18.1 TIDE WORK

Section 18.1.1 The contractor shall notify the business representative when tide conditions necessitate changing working hours.

Section 18.1.2 Men working “Tide Work” shall receive one and one half times the basic rate before and after the regular work hours or shift hours Monday through Friday.

Section 18.1.3 A minimum of eight (8) hours wages and fringe benefits shall be paid for work performed during a tide.

Section 18.1.4 All work performed beyond twelve (12) hours shall be paid for at two times the basic rate.

Section 18.1.5 Eight (8) hours must elapse after quitting time before any work is performed on a second tide in one day. All work performed on a second tide, by the same crew in one day, shall be paid at two times the basic rate.

Section 18.1.6 On Saturday, the first twelve (12) hours work shall be paid at one and one half (1 ½) the basic rate and the “Me Too Clause” as defined in Article 16 shall apply.

Section 18.1.7 On Sundays and holidays specified in Article 19, all hours shall be paid at two (2) times the basic rate.

Section 18.2 SPECIAL SHIFTS

Section 18.2.1 The contractor shall notify the business representative when bona fide job conditions necessitate changing the work hours, and by mutual agreement may establish a “Special Shift”.

Section 18.2.2 **“Special Shift”** work hours shall be established for no less than three (3) days duration and shall be paid for on the basis of eight (8) hours pay for seven (7) hours work.

Section 18.2.3 Monday through Friday with a half hour (1/2) for lunch.

Section 18.2.4 All work performed beyond twelve (12) hours shall be paid for at two times the basic rate.

Section 18.2.5 A minimum of four (4) hours wages and fringe benefits shall be paid to men who report to work on a “Special Shift” and cannot work on account of weather or conditions beyond their control. The men may be required to remain on the job.

Section 18.2.6 If the entire shift cannot be worked, all hours shall be paid at the basic rate plus fifteen percent (15%).

Section 18.2.7 Eight (8) hours must elapse after quitting time, before any work is performed on a second shift in one day. All work performed on a second shift, by the same crew in one day, shall be paid at two times the basic rate.

Section 18.2.8 On Saturday the first twelve (12) hours work shall be paid at one and one half (1 ½) times the basic rate and the “Me Too” provisions of Article 15 shall apply.

Section 18.2.9 On Sundays and holidays specified in Article 20, all hours shall be paid at two times the basic rate.

Section 18.2.10 If a “special shift” is established for less than three (3) days duration, all work performed shall be paid at one and one half (1 ½) times the basic rate.

Section 18.2.11 **FOUR TENS** – The Employer may upon notification to Local 56 at a pre-job conference, work four (4) ten hour days, Monday through Thursday at straight time. A fifth day, if worked, shall be at least eight (8) hours long. Hours in excess of forty (40) hours for the week will be paid at time plus one half the basic wage rate. Hours worked after twelve (12) hours a day, or worked on a Sunday or Holiday, shall be paid at the double time rate. In the event there is lost time

due to inclement weather, then Fridays may be worked as a make-up day at the straight time rate. Any member laid off or transferred before fulfilling his 40 hour work week, will be paid under the regular shift language.

Section 18.3 OFFSHORE WORK

Shall mean and apply when Local Union 56 members are required to travel offshore to a work site and are required to live aboard employer provided accommodations during off shift hours.

Section 18.3.1 Offshore work conditions – The following conditions will apply for work as described in Article 4 that will be performed offshore.

Section 18.3.2 It is the intent to rotate crews at four (4) week intervals, unless mutually agreed upon by the employer and the union.

Section 18.3.3 Job site shall mean that point of the beach from which pickup is made for transportation of employees to the work site.

Section 18.3.4 All Transportation shall be employer provided from the job site to the work site.

Section 18.3.5 Offshore work site shall include living quarters.

Section 18.3.6 Living conditions on shore or aboard offshore vessels and structures shall comply with Code of Federal Regulations Title 46, Section 108.

Section 18.3.7 Travel time will be paid from the job site to the work site and from the work site to the job site.

Section 18.3.8 Employees arriving at the offshore site who are ready for work, but are unable to start their assigned shift, due to conditions beyond their control, will be paid for the entire shift at the appropriate rate (i.e. basic rate, 1.5, 2x's rate) plus fringe benefits.

Section 18.3.9 If the employee is required to arrive before the start of the shift, they will be paid at the appropriate rate (i.e. basic rate, 1.5, 2x's rate) plus fringe benefits.

Section 18.3.10 Employee shall be paid a minimum of one (1) shifts wages and fringe benefits, at the appropriate rate during each 24 hour period.

Section 18.3.11 Shift times and duration will be determined at a pre-job conference. Any deviation or change in shift times shall be by mutual agreement between the contractor and the union.

Section 18.3.12 All overtime will be in accordance with Articles 15 and 16 of the Collective Bargaining Agreement.

ARTICLE 19

HOLIDAYS

The Holidays are New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Work performed on these Holidays shall be paid for at "double time" rate.

Patriot's Day will not be considered a holiday in areas where it is not observed as such.

ARTICLE 20

GENERAL CONDITIONS – PAY DAY, SAFETY, AND PRE-JOB CONFERENCES

Section 20.1- PAY DAY & GENERAL CONDITIONS Members of the Union shall be paid on the job weekly during work hours. Not more than three (3) days shall elapse between the end of the payroll week and payday. Payment may be made by company payroll check along with electronic benefit receipts. The number of hours worked and deductions, including assessment, shall be noted on pay envelopes or check stubs. Payment may be made by company payroll check or direct deposit not later than Thursday except that payment is to be made no later than Wednesday when a holiday falls on Friday. If the employee does not have a bank account, payment will be made by check.

When payment is made by check, the Employer shall make suitable provisions locally for cashing of checks without charge to the employee. The Union may require an Employer to pay in cash whenever a check is not honored, or whenever there is doubt of the ability of the Employer to meet its financial obligations under this agreement.

The Employer, when paying by check, or direct deposit shall have a detachable stub to be retained by the employee. The Employer shall include on the check stub on the pay envelope or electronically the following information:

Name of Employer, name or identification of employee, number of hours worked, Social Security deduction, federal withholding deduction, state withholding deduction, net pay of employee, dates covered by pay.

The Employer shall furnish to each employee a statement in writing giving the period of his or her employment and his or her gross earnings upon written request of employee within thirty (30) days. Pile drivers shall not be required to fill out any forms except those required by federal and state law, and forms for direct deposit, provided they have a bank account. Pile drivers shall be paid during their working hours and at the station of their work. Otherwise, they shall be allowed not less than fifteen (15) minutes to reach the job site office of the employer to get their pay. In any event, employees shall be required to cash their checks on non-working hours.

20.2 Earned Sick Pay

Any UBC member who utilizes sick time earned, pursuant to State Law shall be paid at their regular straight time rate of pay without fringe benefits regardless of the day of the week taken.

Section 20.3 In the event that the pile driving crew does not work due to inclement weather or for any other temporary reason, the foreman shall not perform the work normally done by the pile driving crew prior to the temporary work stoppage.

Section 20.4 At the beginning of any job, locker quarters adequate for the security of the tools and clothes of the members of the Union shall be provided by the employer. Such lockers shall be properly lighted, heated and ventilated. It shall be of a size suitable to and used exclusively for members of the Union.

Section 20.5 It shall be the responsibility of the employer to compensate a member of the Union for losses sustained on projects where it is factually shown the locker quarters were destroyed by fire or forcible entry and/or losses sustained because of the sinking of a water rig. Such liability not to exceed \$300.00. A list of tools may be requested by the contractor.

Section 20.6 Pure and sufficient drinking water shall be readily available to members of the Union, and it shall be dispensed to them in conformity with the applicable sanitary regulations of the community or state as provided in Rules and Regulations for the Prevention of accidents in Construction Operations, Industrial Bulletin No. 12 Department of Labor and Industries, Commonwealth of Massachusetts, September 1955, and all amendments thereto.

Section 20.7 Readily accessible toilet facilities shall be available for members of the Union in conformity with the applicable sanitary regulations of the community of state as provided in Rules and Regulations for the Prevention of Accidents in Construction Operations, Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, September 1955, and all amendments thereto. Such toilets shall be kept clean at all times.

Section 20.8 **SAFETY, EMPLOYER PROVIDED GEAR, WELDING TESTS**

Section 20.8.1 The safety provisions of Rules and Regulations for the Prevention of Accidents in Construction Operations Industrial; Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, September 1955, and all amendments thereto, shall be adhered to on all jobs.

Section 20.8.2 The employer shall furnish sufficient suitable plastic-coated or rubber gloves and protective salves or ointments to members of the Union while working on creosote materials. Each pile driver shall be paid \$0.30/hour additional when working with creosote materials.

Section 20.8.3 The employer will provide all goggles, respirators, gloves, shields and so forth to all men working on any operation presenting a hazard to the men performing the operation and other proximate employees. Failure of an employee to wear such equipment as instructed by the employer may result in disciplinary action.

Section 20.8.4 The employer shall furnish safety equipment for welders and burners such as goggles, welding shields, welding sleeves and gloves. Flash glasses shall be furnished by the Employer to men working near where welding is being done.

Section 20.8.5 The employer shall furnish all foul weather gear and new boots, of the pullover type. The employee shall take reasonable and proper care of the above items.

Section 20.9 The employer shall pay the cost of all welding tests when recertification is required on the job. The employer shall issue a copy of welding certification at the termination of the job, to the employee.

Section 20.10 Absence from work due to death in the immediate family shall not jeopardize job security of the member of the Union.

Section 20.11 Employees who as a direct result of an on-the-job industrial injury are unable to complete a full day's work shall be paid for the full day on which such injury occurred, provided however, that said injury requires the attention of a licensed physician and said physician has certified to the employee's inability to complete work on that day, because of such injury.

Section 20.12 **PRE-JOB CONFERENCE** The Union or the contractor may require a pre-job conference for the purpose of discussion and agreement of work assignments, and application of the contract to the job. A pre-job conference shall be required on jobs involving multiple crews. The contractor, prior to the starting of work, shall contact the union for the purpose of discussing and agreement of work assignments, and application of the contract to the job on jobs with one or more crews.

Section 20.13 The Contractor may be required by the Union to provide written craft assignments for specific types of work, on a company letterhead and signed by the project manager.

Section 20.14 Authorized representatives of the Union shall be allowed to visit jobs and interview the Employer and Employees covered by this Agreement, but shall in no way interfere with or hinder the progress of the work.

Section 20.15 Cell phone use shall be limited to break time or emergency use only. This section is not intended to impede the job steward from notifying the hall of job site issues.

ARTICLE 21
HAZARDOUS MATERIAL WORK SITES

Section 21.1 All designated Hazardous Material Work Sites will be subject to any and all safety regulations that are required by the appropriate governmental agencies, owners or client by the designated health and safety plan.

Section 21.2 Members shall be paid an additional \$.30 per hour when working with creosoted materials.

Section 21.3 On all designated Hazardous Material Work Sites where the employee is in direct contact with hazardous material and when personal protective equipment is required for Levels A, B and C, as defined by the designated health and safety plan, the employee shall receive the current hourly wage plus an additional ten percent (10%) of base hourly wage for work performed in Levels A, B or C. All fringes will remain as per a normal work site.

ARTICLE 22
WORKING CONDITIONS – CREW SIZE

Section 22.1 **THREE (3)** journeymen and a foreman shall constitute the minimum number in a crew on land or floating equipment being used in pile driving or extracting operations, including sheet-piling. Pile driving or extracting operations shall mean the unloading, erection and assembly of the pile driving or extracting equipment, the driving or extracting of piles or sheeting and the dismantling and loading out of the pile driving or extracting equipment. No more than one (1) member of said crew shall engage in the incidental preparation of a pile or sheeting for driving, the preparation of which requires welding. When conditions of a job require a pile to be completed before driving another, not more than two (2) men of the minimum crew may be engaged in the actual welding of the splice in the leads. Any welding operation other than that described above and removed from the pile driving or extracting area to the maximum 200 feet radius shall be done by additional welders, employed for that purpose and shall not be considered part of the pile driving crew. On jobs when five (5) or more additional welders are employed, one (1) of the men shall receive foreman pay.

Section 22.2 When a piece of hoisting equipment independent from a pile driving operation is engaged in the handling, splicing or cutting off of piles, the minimum crew shall consist of three (3) journeyman, one (1) of whom shall receive foreman's pay. At no time shall this crew be separated. The man receiving foreman's pay shall be guaranteed forty (40) hours pay per week.

Section 22.3 The Crew on a service rig in a pile operation when in a confined area used exclusively to service the pile operation, shall consist of two (2) journeymen, one (1) of whom shall receive foreman's pay. The employer may use men assigned to the driving crane to assist the service crew.

Section 22.4 A minimum of two (2) journeymen, one of whom shall be a foreman, shall be employed on all bracing, lagging, contact sheeting, underpinning and shoring to the maximum 200 feet radius. The man receiving foreman's pay shall be guaranteed forty (40) hours pay per week. The employer shall have the opportunity of discussing the manning requirements of section 23 with the Union Representative. When hoisting equipment not rigged for pile driving is engaged in the installation of bracing, the minimum crew shall consist of three (3) men, one of whom will receive Foreman's pay.

Section 22.5 Members in any gang who are transferred in any emergency must be replaced in order to maintain a full crew and must be returned to their original crew immediately thereafter.

Section 22.6 CONCRETE-FILLED STEEL PIPE Drilling of Rock Sockets for steel, precast or pipe pile (referred to as caissons when the diameter is large).

Section 22.6.1 Socketed in rock. When an open-ended pipe is being drilled and/or socketed into rock by means of powered drill equipment, the minimum crew shall consist of one (1) journeyman. When two (2) or more drill machines are employed on a job there shall be a minimum of one (1) journeyman on each machine. When more than one (1) journeyman is used, one (1) shall be the foreman.

Section 22.6.2 When the installation of any of the above involves the incidental use of other pile driving equipment or procedures requiring the use of hoisting equipment, the minimum crew shall be one (1) foreman and two (2) journeymen.

Section 22.6.3 All repair and maintenance of auger and drill bits, such as sharpening, welding, dress welding, etc. shall be done by members of the Union.

Section 22.7 PRE-AUGURING IN PREPARATION FOR INSTALLATION OF PILES

Section 22.7.1 When an auger is an integral part of a machine rigged for pile driving, the manning for auguring shall be the minimum pile driving crew, consisting of three (3) journeymen and a foreman.

Section 22.7.2 When independent from the pile-driving rig where another is being used, there shall be a minimum of one (1) journeyman on dry auguring and one (1) man on wet rotary equipment. When more than one (1) journeyman is used on these types of rigs, one of these men shall receive foreman's pay.

ARTICLE 23
UNION STEWARDS

Section 23.1 The Steward shall be appointed or furnished by the business representative having jurisdiction over the job on an as-needed basis, to be determined by the Union. The employer shall have the option of transferring or requesting any Local 56 member, who has served as a steward, currently or previously employed by the contractor, to mutually satisfy the intent of this section.

Section 23.2 It is compulsory that the steward shall work while work is being done on the job which he is competent to perform and that he shall not be discriminated against or discharged for the performance of his duties as a steward. The steward and the business representative shall be notified twenty-four (24) hours before the steward is to be laid off or discharged, except when he is the last pile driver on the job, other than the foreman who has been on the job.

Section 23.3 The steward shall be permitted time to perform his duties and investigate any grievance related to his or her job, and also be allowed to see that proper care and attention has been given to any pile driver employee taken sick or injured on the job and to properly take care of his tools without loss of pay. The employer will be informed if the steward leaves the job site by the business agent.

In the event of additional shifts, the council representative and the employer may mutually agree to require the steward to work a maximum of two (2) hours or the council representative may furnish or appoint a steward for the additional shifts. This shall occur on an as needed basis and not be considered routine.

Section 23.4 In the event of a temporary layoff the steward will be the first man given the opportunity to return to work.

ARTICLE 24
HIRING AND DISCHARGE AND LAYOFF

Section 24.1 The hiring and discharging of Union members shall be done by an Employer representative. When laid off or discharged, the Pile Driver must be paid in full, including all electronic fringe benefit receipts if available from the Fund Office.

Section 24.2 If at any time of the day, the contractor calls the hall for men, the men going to work shall receive a minimum of eight (8) hours pay for that day. This shall apply only to starting a new job or an additional crew.

Section 24.3 On the last day of the job, employees shall receive a minimum of eight (8) hours pay.

Section 24.4 Upon completion of employment, members of the Union shall be given sufficient time, not to exceed one-half (1/2) hour, to pick up and recondition tools; otherwise they shall be given one-half (1/2) hour's extra pay. Members of the Union, who are not paid before the pay time expires for which they are being paid, shall be paid a waiting time applicable to the time waited. Men not paid until the following day shall receive four (4) hours additional pay.

ARTICLE 25
WATCHMEN

In the employment of a watchman, retired or handicapped Union members will be given due consideration at the prevailing wages for watchmen.

ARTICLE 26
GRIEVANCE, ARBITRATION,
JURISDICTIONAL DISPUTES AND NO-STRIKE AND LOCK OUT

Section 26.1 **GRIEVANCE AND ARBITRATION** Inasmuch as this Agreement provides for the orderly, peaceful settlement of all disputes, these provisions shall be adhered to. All grievances involving association & non-association members over the interpretation of this Agreement, other than jurisdictional disputes, will be subject to the following steps:

Section 26.1.1 A meeting shall be held between the contractor or his credited representatives and the Union on the job. A representative of the Contractor's Association shall then meet on the job with representatives of the Union and the Contractor to endeavor to settle the dispute. If the dispute is not settled at this meeting, it shall be submitted to a Board of Interpretation for arbitration.

Section 26.1.2 A committee shall be appointed as an arbitration board which shall consist of not more than two (2) members appointed by the Union and not more than (2) members appointed by the Contractor's Association. Each side shall have equal voting power. The board shall meet to consider and act on the matter within three (3) days, and the decision of the board shall be final and binding on both parties. The board shall make its decisions within seventy-two (72) hours. In the event of the failure to the board to arrive at a solution, an umpire shall be chosen by them, to whom the matter in dispute shall be referred, whose decision shall be final and binding. If an impartial umpire cannot be agreed upon within five (5) days, the umpire shall be appointed by the American Arbitration Association and the arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association and the decision of the umpire shall be final and binding on both parties. The Board of Arbitration or umpire shall not have the power to add to, subtract from, or modify any term of this Agreement. The cost of the arbitration shall be born equally by both parties.

Section 26.1.3 Any employer who has not complied with the decision of the Board of Arbitration or Umpire or any court determination affirming the decision of the Board of Arbitration or Umpire within 30 days of the decision of the Board of Arbitration or Umpire or of the judicial determination, whichever is later, shall not have the benefit of the No Strike provision of Section 26.3 of this Article.

Section 26.2 JURISDICTIONAL DISPUTES

Section 26.2.1 In the event a jurisdictional dispute arises, the disputing unions shall request the other union or unions involved to send representatives to the job to meet with representatives of the union and employer to settle the dispute, within five (5) working days. If unanimous agreement is not reached at the meeting, the Union shall request that its International Union assign a representative who shall make arrangements to meet representatives of the International Union or Unions involved and representatives of the Employer on the jobsite to seek settlement of the dispute. The Employer shall also request the International unions involved to assign representatives to seek settlement of the dispute.

After five (5) working days, if the above procedures or any other mutually agreed upon procedure, fails to resolve the problem, then the employer, at the request of the Union, agrees to participate in a tripartite arbitration with all the disputing parties. The impartial umpire to hear the dispute can be mutually agreed upon by the parties, or appointed by the American Arbitration Association.

Decisions rendered by any of the above procedures shall be final, binding and conclusive on the Employer and the Union parties to this agreement.

There shall be no strikes, picketing or lockouts over any jurisdictional dispute.

Section 26.3 STRIKE & LOCKOUTS The employer guarantees that there will be no lockouts for any reason during the term of this Agreement and the Union guarantees that there will be no strikes, slow downs, sit downs or any other refusals to work during the term of this Agreement except for:

Section 26.3.1 Failure of the Employer to provide Workers' Compensation coverage.

Section 26.3.3 Failure of the Employer to pay unemployment contributions.

Section 26.3.3 Failure of the Employer to make contributions to any of the Funds provided herein or failure to file remittance reports with the Funds by the tenth day of the month next following the month in which the work is performed.

Section 26.3.4 The failure of the Employer to pay wages and provide fringe benefit stamps as provided in Article 5.

Section 26.3.5 Failure to comply with arbitration provisions of this article after any appeals have been completed. None of the above shall be implemented by the Union for any reason other than those stated above.

Section 26.3.6 The association shall provide the Union with additions to its membership list during the term of the agreement. The Union may for good cause object to any such addition. Good cause shall include, but not be limited to, any contractor who has been delinquent in the payment of fringe benefit contributions, who has operated an unlawful double breasted company, who has been previously terminated by the Union, or who does not employ Pile Drivers while performing work covered by this agreement.

ARTICLE 27

FAVORED NATIONS CLAUSE

Section 27.1 If the Union enters into an agreement with any other employer or association containing any term or condition of employment (within the scope of the coverage of this Agreement) which is more favorable to the employer than those set forth in this Agreement, that term or condition of employment shall automatically be applicable to this Agreement, and this Agreement shall be considered to have been amended so as to incorporate that more favorable term or working condition. This clause shall not be triggered by decision of the four-member committee established by Article 35 and Articles 27.2 and 36.

Section 27.2 The Union further agrees that it will not enter into any project labor agreements or side letter agreements that contain more favorable terms than those contained in this agreement without offering those same terms to the parties to this Agreement.

ARTICLE 28
DIVERS' JURISDICTION – R.O.V. – ROBOTS

The following work (new and old work) is claimed by submarine divers of Local 56; submarine diving and all of its branches, such as the construction, reconstruction, repairing, inspecting, removing and recovering of all objects below water surface, requiring the use and operation of any type of diving apparatus, including remote observation vehicles (R.O.V.), autonomous underwater vehicles (A.U.V.), atmospheric dive suits (A.D.S.), submersible pilots and robotic underwater tools or equipment which displaces an actual diver (no minimum crew).

ARTICLE 29
DIVERS' WAGES

Section 29.1 DIVER RATE40% above Journeyman Rate
DIVER FOREMAN RATE.....50% above Journeyman Rate

For jobs involving chamber or in water decompression, penetrations or circumstances outside the normal construction, maintenance and dredging operations. On all other dive operations the foreman shall receive dive rate (40% above journeyman) for running the dive operation. In the event the foreman needs to dive he will receive 50% above the journeyman rate for that day.

Section 29.2 DEPTHS EXCEEDING 60' PER DIEM BASIS

Over 60' to 100'	\$.55 per foot extra
Over 100'to 150'	\$1.05 per foot extra
Over 151' to 200'	\$1.60 per foot extra
Over 200'	Negotiable

Section 29.3 PENETRATION

1' to 150'	\$.55 per foot extra
151' and over	\$.80 per foot extra

(subject to Negotiations on special situations)

Section 29.4 EMPLOYER PROVIDED EQUIPMENT The diver shall be given the option of utilizing company provided dive equipment at their own discretion.

Section 29.5 PERSONAL EQUIPMENT RENTAL The Diver shall receive a per diem rate equivalent to ½ hour of Dive pay for the use of their own Dive Helmet and a per diem rate equivalent to ½ hour of dive pay for the use of their own personal dive dress.

In the event the Diver provides his own Dive Helmet and said Dive Helmet needs to be certified, the Employer has the option of paying the costs for the Helmet certification or paying the Diver twice the (1/2) per diem rate stated above which is equivalent to one (1) hour of straight time dive pay.

Section 29.6 EFFLUENT DIVING – (As defined by Massachusetts Water Resource Authority).

Section 29.6.1 The Diver and the Tender will be paid one and one half times (1 ½) the Basic Diver and Tender rate for all Dive work performed during a regular shift. All overtime will be paid at the appropriate overtime rate based on this Effluent rate.

Section 29.6.2 The Employer shall provide adequate time and materials for proper decontamination of equipment and personnel.

Section 29.6.3 The Employer shall provide the appropriate inoculations to insure the health of employees exposed to effluent materials.

Section 29.7 SLURRY DIVING

Section 29.7.1 The diver shall be paid at one and one half (1 ½) times the basic dive rate for Slurry Diving.

All overtime will be paid at the appropriate overtime rate based on the basic Slurry Dive Rate for all dive work performed during a regular shift.

Section 29.7.2 Slurry Diving will only be done when the Diver is adequately protected from a cave in or a wall collapse.

Section 29.7.3 There shall be a stand by Dive Team on site during all Dive operations with necessary equipment to safely facilitate the rescue of a trapped diver.

Section 29.7.4 Depth/Decompression schedule will be determined by the divers pneumo reading.

Section 29.8 **ATMOSPHERIC DIVE SUITS AND SUBMERSIBLE PILOTS**

Section 29.8.1 The entire crew supporting ADS or submersible diving operation will be paid at the prevailing Diver Rate appropriate to the geographic area.

Section 29.8.2 The support crew will be defined as those personnel fully trained and individually capable of piloting the ADS or submersible system. The base pay rate will be equivalent to Diver Rate, is made in recognition of the specialized training required to support this equipment. In the event additional personnel who are not fully trained and capable, are utilized in the support crew. The base rate will be the Tender rate for the geographic area.

Section 29.8.3 An eight hour minimum pay will apply to any work day. Overtime and double time premium rates will apply for a shift longer than eight hours, weekend and holiday work. Special shift premium rates will not be applied to irregular work shift hours.

Section 29.8.4 The pilot of an ADS or submersible will be paid at 1 ½ times the Diver Rate for time submerged; a two hour minimum will apply.

Section 29.8.5 Depth pay premiums will not apply to the ADS or submersible pilot because these personnel are not exposed to physiological hazards normally associated with deep diving and / or decompression.

Section 29.8.6 Local Union 56 reserves the right to discuss and mutually agree upon with the contractor additional Hazard pay for extreme penetration and / or depth.

ARTICLE 30
DIVE SAFETY – STANDARDS – TABLES

All Diving operations will be carried out under the guidelines set forth by the following agencies and publications, as may be applicable:

Section 30.1.1 **U.S. NAVY DIVING MANUAL**

Section 30.1.2 **CANADIAN FORCES AIR DIVING TABLES**

Section 30.1.3 **O.S.H.A.** – Part 1910 Subpart T – Commercial Diving Operations 1910.401 thru 1910.441

Section 30.1.4 **U.S. COAST GUARD** – Subchapter V-marine occupational safety and health Standards part 197 – General Provisions subpart B – Commercial Diving Operations section 197.200 thru 197.488

Section 30.1.5 **ARMY CORPS OF ENGINEERS DIVING MANUAL**

Section 30.1.6 **CONSENSUS STANDARDS FOR COMMERCIAL DIVING OPERATIONS AS PUBLISHED BY THE ASSOCIATION OF DIVING CONTRACTORS, INC.**

ARTICLE 31
DIVERS' WORKING HOURS

Section 31.1 The regular work day & overtime provisions, and Holidays, shall be the same as that set forth in the previous Article and Sections of this agreement, excepting that actual diving time shall not exceed eight hours in any one shift including dressing and undressing of the diver, set up and stowing of gear.

Section 31.2 Divers and tenders shall be paid a minimum of eight (8) hours pay for any part of a shift.

Section 31.3 Divers and tenders being paid at the premium rate of time and one half for Effluent diving and divers being paid at the premium rate for Slurry Diving shall have all overtime rates based on the premium rate plus the appropriate overtime schedule (1 ½ or 2 times the basic dive rate for Slurry and Effluent Diving).

ARTICLE 32
DECOMPRESSION & RECOMPRESSION

Section 32.1 Time required for decompression after the regular shift, shall be paid for at the overtime rate. The tender shall stand by while the diver is in the decompression chamber and such time shall be considered work time.

Section 32.2 Safety procedures shall be according to the O.S.H.A. and the United States Navy Diving Manual or the Canadian Forces Air Diving Tables and procedures as mutually agreed and shall supersede any of the above conditions.

ARTICLE 33
DIVERS' GENERAL RULES

Section 33.1 Under all diving conditions the reasonable judgment of the diver shall be accepted regarding the length of time spent under the water and the hours that can be worked, in accordance with safe diving practice.

Section 33.2 The diver shall have the right to select his own tender.

Section 33.3 The diver shall be consulted when working in deep water as to how many dives he can make in the regular working shift.

Section 33.4 A suitable shelter properly heated, lighted and ventilated shall be provided exclusively for the diving crew.

Section 33.5 The diving crew shall not perform work outside of the actual diving decompression and care of the diving equipment, excepting for unforeseen emergencies or work associated with diving operations.

Section 33.6 The employer shall furnish all tools, equipment and gear. The diver shall have the option of using their own dive helmet/dive dress at the appropriate per diem rate.

Section 33.7 The employer shall furnish all divers physicals prior to the commencement of work during normal work hours.

ARTICLE 34
DIVERS' TENDERS

Section 34.1 Tenders shall receive no less than the prevailing dock builders' wage rate.

Section 34.2 Tenders shall be paid by the shift period, when any part of the shift has been worked, they shall be paid for the full shift.

Section 34.3 When tenders are not tending their divers, they shall be required to work in the maintenance and repair of their diving gear.

ARTICLE 35
COMMITTEE FOR NON-UNION COMPETITION

Section 35.1 The parties agree that any contractor signatory to this Agreement, who is bidding a job with established non-union competition, may request that a four-person committee be convened to amend, alter or change the terms and conditions of the local area agreement with respect to that specific project only.

The four-member panel shall consist of:

1. A representative from the Employer Association.
2. A representative from the contractor requesting the committee.
3. The Executive Secretary/Treasurer or his designee of the New England Regional Carpenters' Council of Carpenters, who shall be the Chairman of the Committee.
4. A representative of Local 56.

Section 35.2 The committee shall receive information with reference to the requested changes sought by the contractor and shall decide what, if any, changes are to be made in the Agreement with regard to that specific project only. Any such changes shall also be made available to other signatory contractors bidding that specific job.

Section 35.3 In all instances, the chairman shall convene the committee as quickly as possible. Any decision of the panel shall be by majority vote, and shall apply only to that particular job which was considered by the committee and shall be final and binding on all parties signatory to this Agreement and the local union.

Section 35.4 Procedures shall be established by the chairman to notify the other signatory bidders of the changes, which have been decided by the committee for that particular job.

ARTICLE 36
MEMORANDUM OF UNDERSTANDING
UNFAIR COMPETITION / NEW TECHNOLOGY

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, the employer may request a pre-bid conference for the purpose of analyzing any difficulties which he may have in bidding said job.

Additionally, modification or deviation from the agreement may be considered to accommodate value engineering proposals, changes in jobsite conditions, changes in technology or other unusual or unique situations. The party requesting such modifications will set forth their proposal in writing.

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 only in unusual and unique circumstances and that the employer will not invoke this procedure except in such circumstances.

TENURE OF AGREEMENT

This Agreement will expire July 31, 2020, but if neither party to this Agreement gives a 60-day notice in writing to the other party prior to May 31, 2020 that it desires a change after July 31 2020 it will continue in effect until July 31, 2021 and so on each year thereafter unless on or before January 1st of each year, thereafter, a notice given desiring a change by either party.

FOR THE EMPLOYERS

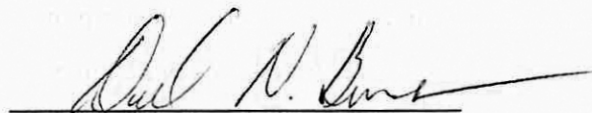
Foundation & Marine Contractors
Association of New England, Inc.



John R. Roma, President

FOR LOCAL UNION NO. 56

Pile Drivers, Bridge, Wharf, Dock
Carpenters, Welders, Burners and
Divers of Massachusetts



David N. Borrus, Chairman



Mark Erlich, Exec. Sec.- Treasurer
New England Reg. Council of Carpenters

John R Roma, Underpinning & Foundation Skanska
James Beach, J.F. White Contracting
Eugene Kelly, Coastal Marine Construction
Brendan Campbell, Jay Cashman, Inc
Augustino Del Farno, Jr., Hayward Baker Inc.

Michael J. Davey, President
Brian Richardson, Rep.
Dan R Kuhs, Rep.

DATE

28 JUNE 2016

DATE

6/28/2016

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