

MASSACHUSETTS APPEALS COURT

New England Carpenters Central Collection Agency & others v. Arch Insurance Company

New England Carpenters · No. 25-P-74 · Decided June 10, 2026

SUMMARY

The Massachusetts Appeals Court considers whether employee benefit funds represented by the New England Carpenters Central Collection Agency had a "contractual relationship" with a public-project general contractor under G. L. c. 149, § 29. The court held that the funds were intended third-party beneficiaries of a collective bargaining agreement and therefore had a contractual relationship with the general contractor, making the statute's sixty-five-day notice requirement inapplicable. The court vacated summary judgment for the surety and remanded for further proceedings.

CASE DETAILS

COURT	Massachusetts Appeals Court
WRITING FOR THE COURT	Allen, J.; Massing, J.; Sacks, J.
JURISDICTION	Massachusetts Appeals Court
DECIDED	June 10, 2026
DOCKET	25-P-74
DISPOSITION	vacated
PROCEDURAL POSTURE	Appeal from the Superior Court Department's allowance of Arch Insurance Company's motion for summary judgment in an action seeking recovery from a public-works payment bond for delinquent employee benefit contributions.
STANDARD OF REVIEW	Summary judgment and statutory construction are reviewed de novo. Summary judgment is proper when, viewing the evidence in the light most favorable to the nonmoving party, the moving party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	published appellate opinion
PARTIES	New England Carpenters Central Collection Agency, Trustees of the New England Carpenters Pension Fund, New England Carpenters Guaranteed Annuity Fund, New England Carpenters Health Benefits

TOPICS

construction law insurance statutory interpretation summary judgment contracts

PRACTICE AREAS

construction law surety and payment bonds insurance contracts civil procedure

QUESTIONS PRESENTED

1. Whether employee benefit funds and their collection agency, as intended third-party beneficiaries of a collective bargaining agreement between the general contractor, subcontractors, and union, had a contractual relationship with the general contractor under G. L. c. 149, § 29.
2. Whether the plaintiffs were required to comply with the sixty-five-day written-notice requirement applicable to claimants having a contractual relationship only with a subcontractor.
3. Whether premature written notices invalidated the plaintiffs' claims against the payment bond.

HOLDINGS

1. The plaintiffs were intended third-party beneficiaries of the collective bargaining agreement, rather than merely incidental beneficiaries, because the agreement conferred directly enforceable benefits on NECCCA and the funds it represented.
2. An intended third-party beneficiary of the collective bargaining agreement has a contractual relationship with the general contractor within the meaning of G. L. c. 149, § 29.
3. The plaintiffs were not required to comply with the notice procedure applicable to claimants having a contractual relationship only with subcontractors, and their premature notices therefore did not invalidate their bond claims. Filing the Superior Court action within § 29's one-year period was sufficient.

KEY QUOTATIONS

"We conclude that the plaintiffs were intended third-party beneficiaries of the collective bargaining agreement and, as a result, had a "contractual relationship" with the project's general contractor within the meaning of the statute; therefore, they were not required to comply with the notice provision." (at 3)

"Viewing the plain language of art. 15, § 1, we are persuaded that the plaintiffs were intended third-party beneficiaries of the collective bargaining agreement, and not just incidental beneficiaries, as CTA contends." (at 13)

"Applying these definitions, we conclude that the plaintiffs had a "contractual relationship" with CTA." (at 16)

“Because the plaintiffs had a “contractual relationship” with the general contractor (here, CTA) within the meaning of § 29, we conclude that the plaintiffs were not required to follow the § 29 notice procedure for claimants that have contractual relationships only with subcontractors.” (at 18)

“In sum, where the plaintiffs and CTA had a contractual relationship arising out of the collective bargaining agreement of which the plaintiffs were intended third-party beneficiaries, no written notice of their claims was required under § 29.” (at 20)

FACTUAL BACKGROUND

CTA Construction Company, the general contractor on public construction projects in Randolph and Dedham, obtained a payment bond from Arch Insurance Company under G. L. c. 149, § 29. Two subcontractors were signatories, along with CTA, to a collective bargaining agreement requiring them to make employee benefit contributions to funds collected by NECCCA; the agreement also required CTA to assist in collecting delinquent contributions and, upon request, issue two-party checks to the subcontractor and NECCCA. NECCCA notified CTA of contribution delinquencies before the subcontractors' final work dates, and the plaintiffs then sued Arch after it declined payment.

PROCEDURAL HISTORY

The plaintiffs filed the action in the Superior Court on June 13, 2018, seeking payment from Arch under a bond obtained by the general contractor for two public construction projects. The Superior Court allowed Arch's motion for summary judgment, concluding that the plaintiffs lacked a contractual relationship with the general contractor and had failed to provide timely notice under G. L. c. 149, § 29. The Appeals Court vacated the summary judgment and remanded for further proceedings.

DISPOSITION

vacated

REMAND INSTRUCTIONS

Vacate the entry of summary judgment for Arch Insurance Company and remand for further proceedings consistent with the opinion.

CASES CITED

- *Masonic Temple Ass'n of Quincy, Inc. v. Patel*, 489 Mass. 549, 553 (2022)
- *Meyer v. Veolia Energy N. Am.*, 482 Mass. 208, 211 (2019)
- *Lancot v. Brewster*, 102 Mass. App. Ct. 739, 741 (2023)
- *Miller v. Mooney*, 431 Mass. 57, 62 (2000)
- *Markel Serv. Ins. Agency, Inc. v. Tifco, Inc.*, 403 Mass. 401, 405 (1988)
- *Anderson v. Fox Hill Village Homeowners Corp.*, 424 Mass. 365, 366 (1997)
- *James Family Charitable Found. v. State St. Bank & Trust Co.*, 80 Mass. App. Ct. 720, 725 (2011)

- FloorPro, Inc. v. United States, 98 Fed. Cl. 144, 148-149 (2011), vacated and remanded on other grounds, 680 F.3d 1377 (Fed. Cir. 2012)
- Commonwealth v. Zone Book, Inc., 372 Mass. 366, 369 (1977)
- Cohen v. Commissioner of the Div. of Med. Assistance, 423 Mass. 399, 409 (1996), cert. denied sub nom. Kokoska v. Bullen, 519 U.S. 1057 (1997)
- Commonwealth v. Meta Platforms, Inc., 497 Mass. 384, 397 (2026)
- I & R Mechanical, Inc. v. Hazelton Mfg. Co., 62 Mass. App. Ct. 452, 454 (2004)
- International Heating & Air Conditioning Corp. v. Rich Constr. Co., 372 Mass. 134, 137 (1977)
- C. C. Smith Co. v. Frankini Constr. Co., 334 Mass. 379, 383 (1956)
- International Bus. Machs. Corp. v. Quinn Bros. Elec. Co., 321 Mass. 16, 17-19 (1947)
- Mario Pandolf Co. v. Commonwealth, 303 Mass. 251, 256-257 (1939)
- Barboza v. Aetna Cas. & Sur. Co., 18 Mass. App. Ct. 323, 328 (1984)
- Peters v. Hartford Acc. & Indem. Co., 377 Mass. 863, 865-872 (1979)
- J. W. Bateson Co. v. United States, 434 U.S. 586, 589-594 (1978)
- American Air Filter Co. v. Innamorati Bros., 358 Mass. 146, 150 (1970)
- M. Lasden, Inc. v. Decker Elec. Corp., 372 Mass. 179, 183 (1977)
- N-Tek Constr. Servs., Inc. v. Hartford Fire Ins. Co., 89 Mass. App. Ct. 186, 190, 193 (2016)
- Massachusetts Gas & Elec. Light Supply Co. v. Rugo Constr. Co., 321 Mass. 20, 23 (1947)
- Psy-Ed Corp. v. Klein, 459 Mass. 697, 708 (2011)
- Manganaro Drywall, Inc. v. White Constr. Co., 372 Mass. 661, 664 (1977)