

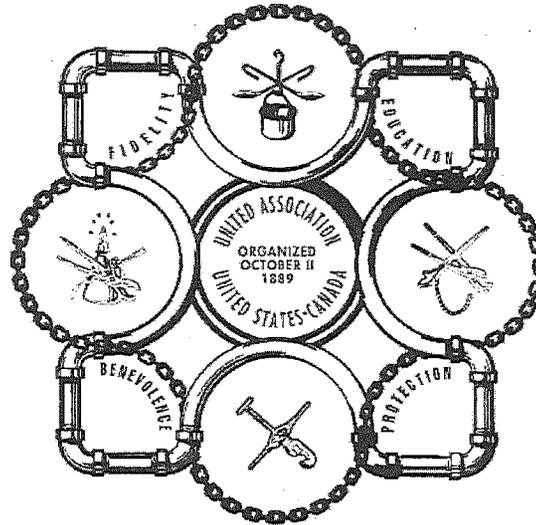
**AGREEMENT**

**Between the**

**NEW ENGLAND MECHANICAL CONTRACTORS  
ASSOCIATION, INC.**

**&**

**PLUMBERS & PIPEFITTERS LOCAL 104  
OF THE**



**UNITED ASSOCIATION OF JOURNEYMEN  
& APPRENTICES  
OF THE  
PLUMBING & PIPEFITTING INDUSTRY  
OF THE UNITED STATES AND CANADA**

**SEPTEMBER 17, 2016 – SEPTEMBER 16, 2019**

AGREEMENT 2016 – 2019

NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION, INC.

AND

UNITED ASSOCIATION LOCAL UNION 104,  
SPRINGFIELD, MASSACHUSETTS

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## AGREEMENT

**NEW ENGLAND MECHANICAL CONTRACTORS ASSOCIATION, INC.  
AND  
PLUMBERS & PIPEFITTERS LOCAL 104 OF THE  
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING & PIPEFITTING INDUSTRY OF  
THE UNITED STATES AND CANADA**

**September 17, 2016 – September 16, 2019**

This agreement made and entered into at Springfield, Massachusetts, by and between Local Union 104, located at Springfield, Massachusetts, hereinafter designated and referred to as the Union, a labor organization which is the agent of the Employees of the Employer covered by this Agreement and the New England Mechanical Contractors Association, Inc., hereinafter designated and referred to as the Association, which is the agent of its Employer Members, each of which is hereinafter designated and referred to as the Employer. It is mutually agreed that the pronouns "he, him, etc." as used in terms of this Agreement are without gender and are, for the purposes of this Agreement, exchangeable for the pronouns "she, her, etc."

### **ARTICLE 1 – LENGTH AND PURPOSE OF AGREEMENT**

**Section 1.1** This Agreement made this 17<sup>th</sup> day of September, 2016 shall be effective from September 17, 2016 to September 16, 2019.

**Section 1.2** It is the intent and purpose of the parties to this Agreement to promote harmonious cooperation between the Union and the Association, the Employees and the Employer, to provide orderly collective bargaining relations between the Union and the Association, Employees and the Employer, to provide procedure for the prompt, fair, peaceful adjustment of all disputes and differences which might arise from time to time and to provide for the operation of the business of the Employer by methods which will further, to the fullest extent possible, efficiency of operation, quality and quantity of performance and the protection of property of the Employer and that there shall be no interference with the operation of the business of the Employer during the term of this Agreement.

Each of the parties to this Agreement agrees that it is the duty of the Union and the Association, the Employees and the Employer to cooperate faithfully, fully, individually and collectively in the observance of the provisions of this Agreement.

Plumbers and Pipefitters Local 104 agrees to adhere to the United Association Standards of Excellence.

## ARTICLE 2 – TERRITORIAL SCOPE

**Section 2.1** It is understood and agreed that the Union's work jurisdiction embraces the following:

### HAMPSHIRE COUNTY

Amherst	Hadley	South Hadley
Belchertown	Hatfield	Southampton
Chesterfield	Huntington	Ware
Cummington	Middlefield	Westhampton
Easthampton	Northampton	Williamsburg
Goshen	Pelham	Worthington
Granby	Plainfield	

### HAMPDEN COUNTY

Agawam	Holland	Southwick
Blandford	Holyoke	Springfield
Brimfield	Longmeadow	Tolland
Chester	Ludlow	Wales
Chicopee	Monson	Westfield
East Longmeadow	Montgomery	West Springfield
Granville	Palmer	Wilbraham
Hampden	Russell	

### FRANKLIN COUNTY

Ashfield	Greenfield	Orange
Bernardston	Hawley	Rowe
Buckland	Heath	Shelburne
Colrain	Leverett	Shutesbury
Conway	Leyden	Sunderland
Deerfield	Montague	Warwick
Erving	New Salem	Wendell
Gill	Northfield	Whately

also the Eastern section of Charlemont from the intersection of Highway No. 2 by Highway No. 8A.

### BERKSHIRE COUNTY

Adams	Housatonic	Peru
Alford	Lanesboro	Pittsfield
Becket	Lee	Richmond
Berkshire	Lenox	Richmond Furnace
Cheshire	Lenoxdale	Rowe
Clarksburg	Monroe	Sandisfield
Dalton	Monterey	Savoy
Egremont	Mount Washington	Sheffield
Farnams	New Ashford	Southfield
Florida	New Boston	Stockbridge
Glendale	New Lenox	Tyringham
Great Barrington	New Marlborough	Washington
Hancock	North Adams	West Stockbridge
Hinsdale	Otis	Williamstown
		Windsor

and Western section of Charlemont from the intersection of Highway No. 2 by Highway No. 8A Bennington County, Vermont from and including Arlington, Vermont.

### WINDHAM COUNTY, VERMONT

Arlington	Jacksonville	Somerset
Athens	Jamaica	Stamford
Bennington	Londonderry	Stratton
Brattleboro	Marlboro	Townshend
Brookline	Newfane	Vernon
Chiselville	North Bennington	Wardsboro
Dover	Pownal	West Dover
Dummerston	Putney	Westminster
East Arlington	Readsboro	West Wardsboro
Grafton	Rockingham	Whittingham
Guilford	Searsburg	Wilmington
Halifax	Shaftsbury	Windham
Heartwellville	Shaftsbury Cte.	Woodford

**ARTICLE 3 – ECONOMIC PACKAGE**

**Section 3.1.1 Eastern Division**

	9/17/16	3/17/17	9/17/17	3/17/18	9/17/18	3/17/19
Wages	38.76					
Pension	9.05					
Health&Welfare	8.45	Package breakdown to be determined				
Annuity	6.00	bi-annually				
Training	0.75	_____				
Industry	0.20					
Building Fund	0.10					
<b>TOTAL</b>	<b>63.31</b>	<b>64.31</b>	<b>65.06</b>	<b>65.81</b>	<b>66.56</b>	<b>67.31</b>

**Section 3.1.2 Western Division**

Wages	37.23					
Pension	9.05					
Health&Welfare	8.45	Package breakdown to be determined				
Annuity	6.00	bi-annually				
Training	0.75	_____				
Industry	0.13					
Building Fund	0.10					
<b>TOTAL</b>	<b>61.71</b>	<b>62.71</b>	<b>63.76</b>	<b>64.81</b>	<b>66.06</b>	<b>67.31</b>

**Section 3.1.3 Post-Tax Payroll Deductions (for each hour paid)**

<b>Deductions From Net Pay After 9/16/16</b>	<b>Eastern Division</b>	<b>Western Division</b>
Building Trades Dues	1.58	1.58
Building Trades Apprentice Dues	0.79	0.79
Organizing Fund	0.15	0.15
Vacation Fund	1.00	0.50
Market Recovery	0.50	0.50
U.A. Political Action (COPE)	0.05	0.05

**Section 3.2** The economic package as specified in Sections 3.1.1 and 3.1.2 may be reapportioned by mutual consent during the term of this Agreement thereby providing for an increase in any of the various fringe benefit contributions. The Union reserves the right to modify the hourly deductions specified in Section 3.1.3 during the term of this Agreement upon thirty (30) days written notice to the Employer.

**Section 3.3 Apprentices**

The minimum rate of wages to be paid to Plumber and/or Pipefitter Apprentices during the term of this Agreement shall be:

1 – 1,000 hours	45%	4,001 – 5,000 hours	65%
1,001 – 2,000 hours	50%	5,001 – 6,000 hours	70%
2,001 – 3,000 hours	55%	6,001 – 7,000 hours	75%
3,001 – 4,000 hours	60%	7,001 – 8,000 hours	80%

**Section 3.3.1** Refer to Section 20.2 which excludes apprentices from Annuity Fund Contributions for a portion of their apprenticeship.

**Section 3.4 Supervision**

The wage rates for Foreman and General Foreman are dependent on the size of the project.

On jobs where the combined total bid for all piping for all contractors employed on the site exceeds five million dollars (\$5,000,000.00), the minimum rate for Foreman and General Foreman is as follows:

General Foreman	\$5.00 per hour
Foreman	\$3.00 per hour

On jobs where the combined total bid for all piping for all contractors employed on the site is less than five million dollars (\$5,000,000.00), the minimum rate for Foreman and General Foreman is as follows:

General Foreman	\$3.00 per hour
Foreman	\$2.00 per hour

**Section 3.5 Overtime**

For maintenance or repair Monday through Saturday, all overtime shall be paid at one and one-half (1-1/2) times the hourly rate.

All overtime work Monday through Saturday that is neither maintenance nor repair shall be paid at two (2) times the hourly rate.

All work accomplished on Sundays or holidays will be at two (2) times the hourly rate.

### **Section 3.6 Holidays – Paid and Non-Paid**

For specific provisions governing holidays, refer to Article 12, Section 12.6 and 12.7.

For the specific provisions governing the economic package, refer to Articles 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22 and 24.

### **ARTICLE 4 – RECOGNITION**

**Section 4.1** Subject to and in accordance with the provisions of the National Labor Relations Act, the Employer hereby recognizes the Union, during the term of this Agreement, as the exclusive Collective Bargaining Representative for all Employees of the Employer employed

in the work covered by this Agreement with respect to wages, hours and conditions of employment. The Union enters into this Agreement in its own behalf and as the Collective Bargaining Representative of all the said employees.

**Section 4.2** Each Employer shall carry Massachusetts and/or Vermont Workmen's Compensation Insurance and shall voluntarily assume liability under the Massachusetts and/or Vermont Unemployment Compensation Act and no employee represented by the Union shall be required or permitted to work unless the Employer has furnished the Business Agent with his policy number, the carrier and expiration date of the policy and renewals or the withdrawal of assumption of liability under either the Workmen's Compensation or Unemployment Compensation Law shall be grounds for immediate termination of this Agreement and the Business Agent shall call all employees off such Employer jobs.

**Section 4.3** The Employer shall not directly or indirectly hold or receive interest or serve as an officer, director or supervisory employee in any other firm, concern or similar entity which engages in the performance of plumbing and/or piping contracting work through employees whose wages, fringe benefits or working conditions are less beneficial than those provided by the Agreement. The word "Employer" as used in this paragraph shall include any and all persons having an interest or engaged in the management or supervisory activities of the Employer except such persons who may have at such time as the alleged violation of this paragraph has occurred, severed all relationship with or employment by the Employer. A violation of this paragraph shall be sufficient cause for cancellation of this Agreement and/or the penalties as provided for in Section 4.3a.

**Section 4.3a** If, after grievance, NLRB decision, court or other fact-finding board or person, it is determined that an employer is in violation of Section 4.3, then he shall pay to the treasury of Local 104 an amount triple the compensation that would have been paid to members of this union, had these members been employed by this employer during the time said employer was in violation of this section. Said employer shall also bear any of the necessary costs incurred by the local union in proving its case.

### **ARTICLE 5 – UNION SECURITY**

**Section 5.1** All journeymen and apprentices hereunder, members of the Union now in the employ of the Employer shall remain members in good standing in the Union during the term of this Agreement. All journeymen and apprentices covered by this Agreement, hereinafter employed by the Employers, shall become members of the Union on the

earliest date provided by applicable Federal Law after their employment, or the date of the contract, whichever is later and shall remain members of the Union in good standing during the term of this contract.

**Section 5.2** In interpreting good standing, an Employer shall not discharge any Employee for non-membership in the Union.

- (a) If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or
- (b) That the Employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and initiation fee uniformly required as condition of acquiring or retaining membership.

**Section 5.3** Either party to this Agreement shall have the right to reopen negotiations pertaining to union security when the Federal Laws applicable thereto have been changed, by giving the other party thirty (30) days written notice.

### **ARTICLE 6 – MANAGEMENT RIGHTS**

**Section 6.1** It is the intent of all parties to this Agreement that the Employee will furnish a full day's work for a day's pay.

**Section 6.2** Management shall be the sole determiner of the size of the work force. For supervision, refer to Article 15.

## ARTICLE 7 – TRADE OR WORK JURISDICTION

**Section 7.1** This agreement covers the rates of pay, rules and working conditions of all journeymen and apprentices engaged in the installation of all plumbing, pipefitting and/or utilities systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and supports of every description, and all work set forth in Appendix C: Work Jurisdiction.

**Section 7.2** All wages and working conditions hereunder shall be effective on all plumbing and pipefitting work performed by the Employer, or by any person, firm, or corporation owned or financially controlled by the Employer, within this local's territorial jurisdiction.

## ARTICLE 8 – WORK STOPPAGE

**Section 8.1** The Union expressly reserves the right to engage in a work stoppage in the event an Employer shall fail to make any payment due under the Agreement when due and such work stoppage shall not constitute a violation of this Agreement. Each Employer shall promptly furnish the Business Agent a copy of his remittance report to such fund at the time such remittance is made to the fund.

**Section 8.2** No employee shall be required to cross a picket line that has been sanctioned by the duly authorized Building Trades or Central Labor body. The Employer shall be given a twenty-four (24) hour notice of a Union's intention to picket.

**Section 8.3** Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board") or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating employers. Provided that all unions involved in such jurisdictional dispute and all employers with whom those unions have collective bargaining agreements have also submitted to the jurisdiction of, and have agreed to be bound by all decisions of the Board when those employers are involved in a jurisdictional dispute. In the event any union claiming work jurisdiction from an employer signatory to this agreement has a collective bargaining agreement with any employer that does not provide settlement of jurisdictional disputes by the Board,

then the parties to this agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such unions. In the event the above proviso is complied with, the parties hereto agree to and accept, and shall be bound by, the rules, regulations and procedures of the Board or its successor as in effect from time to time.

## ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

**Section 9.1** The Business Agent may settle all disputes between the Employer and Employee. If no agreement is reached, either party may file a written grievance. Within forty-eight (48) hours of the receipt of the written grievance, it is agreed to submit the dispute to binding arbitration as follows:

- (a) It is agreed that a Joint Board of Arbitration composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Association shall be referred promptly any dispute arising over the performance, interpretation or application of this Agreement. At least two (2) Association representatives and two (2) Union representatives must be present at any meeting, and any and all actions taken shall have the same effect and force as if taken by all representatives. Both the Association and the Union shall have an equal number of votes.
- (b) The Board shall meet to consider and act on the matter within thirty-six (36) hours, and the decision of the Board, by a majority vote, submitted in writing to the parties. The Board shall make its decision within forty-eight (48) hours.
- (c) In the event of the failure of the Joint Board of Arbitration to arrive at a solution within the prescribed time, the dispute will be referred to an arbitrator duly appointed by the American Arbitration Association.
- (d) The Joint Board of Arbitration shall only have jurisdiction and authority to determine the meaning, application or compliance with the provisions of this Agreement, and shall not have any jurisdiction or authority to add or detract from, or alter in any way, such provisions.
- (e) The cost of arbitration shall be borne equally by both parties.

## ARTICLE 10 – REFERRAL AND HIRING PROCEDURE

**Section 10.1** In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

**Section 10.2** The Employer agrees to be bound by the referral practices in the local area.

**Section 10.3 Referral of Men** – Upon the request of a contractor for plumbers or pipefitters, the Union shall immediately refer competent and qualified registrants to that contractor in sufficient number required by that contractor, in the manner and under the conditions specified in this Agreement, from the separate appropriate out-of-work list on a first-in, first-out basis; that is, the first man registered shall be the first man referred, except that requests by contractors for key men to act as supervisors, general foremen or foremen shall be honored without regard to the requested man's place on the out-of-work list.

**Section 10.4** The selection of applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964 and shall not be based on or in any way affected by union membership, bylaws, rules regulations, constitutional provisions or any other aspect or obligation of union membership, policy or requirement.

**Section 10.5** The Employer shall retain the right to reject any applicant referred by the Union.

**Section 10.6** Applicants referred to the job shall report to an employment office established for the job site.

**Section 10.7** Selection and employment of the required number of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee.

**Section 10.8** The Union agrees, to the best of its ability, to furnish to the Employer, at all times, duly qualified journeymen and apprentices.

**Section 10.9** Bona fide requests by contractors for plumbers and/or pipefitters with special skills and abilities will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list. Such a decision of the agent in referring registrants can be appealed to the Joint Hiring Committee as hereinafter provided.

**Section 10.10** Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

**Section 10.11** The Union and the contractor shall post in places where notices to all employees and applicants for employment are customarily posted all provisions relating to the functioning of the hiring provisions of this Agreement.

**Section 10.12 Joint Hiring Committee** The parties of this Agreement shall create a Joint Hiring Committee composed of an equal number of contractor and union representatives, to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered to:

- (a) Establish any and all rules and regulations from time to time which it deems advisable for the operation of the referral plan.
- (b) Properly post the rules and regulations, together with the provisions of the Agreement as set out in Article 5, at the Union dispatch office, at the contractor's office and at the job site.
- (c) Hear and determine any and all disputes or grievances arising out of the operation of the job referral system including, but not limited to, grievances arising out of work registration, work referrals and the preparation of the referral registration lists. Any applicant or registrant shall have a right of appeal of any dispute arising out of and relating to the operation or functioning of the job referral plan to the Joint Hearing Committee.
- (d) Conduct written examinations for qualifying journeymen in accordance with the provisions of this Agreement. All examinations given by the Joint Hiring Committee shall be fair, impartial and in keeping with the present standards of competency and skill possessed by journeymen in the industry.

**Section 10.13** The Joint Hiring Committee shall provide in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Hiring Committee reaches a deadlock over a dispute concerning a refusal to register an applicant, the proper registration or dispatching of any applicant. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Hiring Committee. The decision of the Joint Hiring Committee or the impartial umpire shall be final, binding and conclusive on all parties, including applicants.

**Section 10.14** If any questions arise as to the qualifications and competency of an applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or non-membership in the Union.

**Section 10.15 Qualified Craftsmen** The Employer shall only employ qualified journeymen plumbers and pipefitters. Journeymen plumbers and pipefitters shall be qualified for employment who have had at least five (5) years actual practical working experience at the plumbing or pipefitting trade as a journeyman or apprentice in the building and construction industry and who either:

- (a) Have successfully served an apprenticeship at the trade under an apprenticeship program approved by the United States Bureau of Apprenticeship Standards.
- (b) Have had previous employment as a journeyman plumber or pipefitter with a contractor signatory to this Agreement and whose services have proved satisfactory; or
- (c) Have successfully passed any competency examination that adequately tested the degree of skill and training necessary to be a competent journeyman plumber or pipefitter. Any question as to what constitutes a "competency" examination shall be resolved by the Joint Hiring Committee hereinbefore established by this Agreement.

**Section 10.16 Hiring** Qualified journeymen can solicit their own jobs and contractors shall have freedom of selectivity in hiring qualified journeymen and may hire at job site. Contractors may call the Union for qualified journeymen plumbers or pipefitters. Whenever a contractor decides to obtain journeymen plumbers or pipefitters from the Union on any job, he shall notify the local office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required. Hiring shall be made from qualified journeymen without regard to race, creed, sex, color or national origin.

**Section 10.17 Registration** The Union shall establish and maintain an appropriate registration facility for qualified applicants available for employment as journeymen plumbers and/or pipefitters. Applicants shall be registered on the appropriate craft out-of-work list, i.e., plumber or pipefitter, etc. in the order of time and date of registration. Each

applicant for employment shall be required to furnish such data, records, names of employers and licenses as may be deemed necessary, and each applicant shall complete such form or registration as shall be submitted to him. Applicants for employment shall also list any special skills that they possess.

**Section 10.18** An applicant who has had five (5) years actual practical working experience at the plumbing or pipefitting trade but who has not passed any competency examinations as to his skill or competency shall be accepted for registration but shall not be dispatched until he passes an examination given by the Joint Hiring Committee.

**Section 10.19 Apprentices** The employment of apprentices shall be governed by the provisions of the Joint Apprenticeship Training Program provided for in other provisions of the Agreement.

## ARTICLE 11 – WAGES

**Section 11.1** The minimum rate of wages for construction journeymen from September 17, 2016 through March 16, 2017 shall be \$38.76 per hour for the Eastern Division and \$37.23 per hour for the Western Division.

**Section 11.2** The minimum rate of wages for construction journeymen from March 17, 2017 through September 16, 2017 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division. (undetermined)

**Section 11.3** The minimum rate of wages for construction journeymen from September 17, 2017 through March 16, 2018 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division. (undetermined)

**Section 11.4** The minimum rate of wages for construction journeymen from March 17, 2018 through September 16, 2018 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division.

**Section 11.5** The minimum rate of wages for construction journeymen from September 17, 2018 through March 16, 2019 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division.

**Section 11.6** The minimum rate of wages for construction journeymen from March 17, 2019 through September 16, 2019 shall be \$ per hour for the Eastern Division and \$ per hour for the Western Division.

**Section 11.7 Supplemental Agreement** The Employer and the Union agree that a Supplemental Agreement can be established to provide for wages, fringe benefits and working conditions geared to any portion of the trade jurisdiction in danger of being lost to the non-union employers. Any concessions embodied in a supplemental agreement will be available to any Employer under identical conditions.

## **ARTICLE 12 – HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

**Section 12.1** Eight (8) hours shall constitute a day's work between the hours of 6:00 am, 7:00 am or 8:00 am and 12:00 pm and 12:30 pm and 2:30 pm, 3:30 pm to 4:30 pm on Monday, Tuesday, Wednesday, Thursday and Friday, making forty (40) hours constitute a week's work.

**Section 12.2** By mutual agreement between the employers, employees and the Business Manager, four ten (10) hour workdays may be worked at straight time wage rate, Monday through Thursday or Tuesday through Friday.

**Section 12.3 Overtime** For maintenance or repair Monday through Saturday, all overtime shall be paid at one and one-half (1-1/2) times the hourly rate. Maintenance and repair is defined in Appendix B.

**Section 12.4 Shifts** The following shift provisions may apply for maintenance and repair work as defined in Appendix B of this Agreement. Shift work shall be performed at the option of the Employer but, when performed, it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the second or third shift of any regular work day shall extend into a holiday, Employees shall be paid at the regular shift rate of wages.

**Section 12.5** The first or day shift shall work a regular eight (8) hour shift as outlined in Section 12.1 of this Article. If two (2) shifts are worked, the second shift shall be eight (8) hours for which each Employee shall receive pay for the hours worked plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at overtime rates. In computing overtime pay, the shift rate shall be the base rate.

**Section 12.6** If three (3) shifts are worked, the third shift shall be eight (8) hours for which each Employee shall receive pay for the hours worked plus twenty-five percent (25%). Work in excess of eight (8) hours per shift shall be paid at overtime rates.

**Section 12.7 Holidays** The following holidays, if worked, shall be paid at the double time rate of wages: New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Holidays shall be observed on the day officially designated by the State in which the work is to be performed.

**Section 12.8 Paid Holidays** July 4<sup>th</sup> and Labor Day shall be paid holidays provided the member of Local 104 has been employed seven days prior to the holiday for the same employer. One-week notice shall be given the employer for additional time off before or after a paid holiday.

**Section 12.9** No layoffs are permitted on Monday except when conditions exist that are not in the employer's control.

## **ARTICLE 13 – TRAVEL EXPENSE**

**Section 13.1** No travel expense need be paid to Employees who work within the geographical jurisdiction of Local 104.

**Section 13.2** When the Employer furnishes transportation using his vehicle, the employee will leave the Employer's principal place of business, or the point that is described in this section that is applicable, at 7:00 am or 8:00 am and return with the vehicle to that same point by 3:30 pm or 4:30 pm. All additional time shall be paid at the applicable rate of wages.

**Section 13.3** Employees shall not use their personal vehicle for the Employer's benefit.

**Section 13.4** Employees who are required to board and room while working outside the area described in this Article shall have the room and board expenses required for the job paid by the Employer. He shall work eight (8) hours on the job. Expenses shall be mutually agreed upon to cover living conditions enjoyed in his own city. Carfare will not be allowed to men who come home on their own.

## **ARTICLE 14 – PAYDAY, ACCOUNTABILITY AND TERMINATION**

**Section 14.1 Payment of Wages** Subject to employee approval, employees are to be paid at the option of the employer in either payroll check, drawn on banks with MA branches, or by electronic or automatic direct deposit. When direct deposit is the payment method, employees will receive a hardcopy paycheck stub detailing itemized deductions. If the employee opts out of the electronic payment plan, a hardcopy check will be mailed to the employee. Layoffs shall be paid by hardcopy check.

- (a) When a designated payday falls on a holiday, the employee shall be paid the previous working day.
- (b) When an employee is laid off or discharged, he shall receive at least one hour's notice and his wages paid in full.
- (c) An Employer shall pay his employees not later than four (4) days after the close of each payroll period.

Electronic payment (direct deposit) is an acceptable means of payment if agreed to by the employee.

**Section 14.2** The Employer shall furnish each employee weekly an envelope or statement showing the Employer's name and principal business address, the current week, total wages, number of hours, payroll deductions, withholding tax deductions and FICA tax deductions.

**Section 14.3** When laid off or discharged, the employee shall be furnished a discharge slip as provided in Regulation 30-2 (11) of Massachusetts Division of Employment Security on Form 590 or as otherwise authorized.

## ARTICLE 15 – SUPERVISION

**Section 15.1** The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such a foreman, the Employer will give primary consideration to qualified men available in the local area. After giving such consideration, the Employer may select such men from other areas. Foremen and general foremen shall take orders from individuals designated by the Employer.

**Section 15.2 Foremen** On all non-resident jobs of \$200,000 or more general contract, or \$40,000 or more mechanical contract, the Employer shall appoint a foreman for each craft, who shall receive not less than \$1.00 above the prevailing journeyman rate of wage per hour.

- (a) When five or more employees of one craft are employed on any job, the designated foreman will receive not less than \$2.00 per hour over the prevailing journeyman rate of wages.
- (b) As each additional fifth man is employed on a job, a sub-foreman will be designated and he shall receive not less than \$0.75 per hour over the prevailing rate of wages.

- (c) When fifteen (15) or more employees of one craft are employed on any job, a general foreman shall be appointed and he shall receive not less than \$3.00 per hour above the prevailing journeyman rate of wages.

**Section 15.3** On all jobs where the combined total bid for all piping, for all contractors, employed on the site exceeds five million dollars (\$5,000,000.00), the General Foreman shall receive not less than \$5.00 per hour over the prevailing journeyman rate of wages.

**Section 15.4** On all jobs where the combined total bid for all piping, for all contractors, employed on the site exceeds five million dollars (\$5,000,000.00), the Foreman shall receive not less than \$3.00 per hour over the prevailing journeyman rate of wages.

**Section 15.5** Foremen shall be selected and hired solely by the Employer and whether a member of the union or not, shall not apply or attempt to apply any regulation, rule, bylaw or provision of the Union Constitution in any respect, or obligation of Union membership.

**Section 15.6** The Local will, through the JATC, make 30 HR-OSHA Construction Safety Training available for all foremen.

## ARTICLE 16 – UNION DUES DEDUCTION

**Section 16.1.1** Effective September 17, 2016 each Employer covered by this Agreement shall deduct from the wage rate and pay to the Dues Fund the sum of one dollar and fifty-eight cents (\$1.58) per hour (2.5% of total wage rate package per hour worked) by each Building Trades Journeyman.

**Section 16.1.2** Effective September 17, 2016 each Employer covered by this Agreement shall deduct from the wage rate and pay to the Dues Fund the sum of seventy-nine cents (\$0.79) per hour (50% of Journeyman dues) worked by each Building Trades Apprentice.

**Section 16.2** The employer shall make the hourly dues deduction from the employee's net wages.

**Section 16.3** The Union reserves the right to increase the hourly dues deduction during the term of this Agreement upon thirty (30) days written notice to the Employer.

**Section 16.4** Effective September 17, 2016 each Employer covered by this Agreement shall deduct from the wage rate and pay to the Political Action Fund (COPE) the sum of five cents (\$0.05) per hour worked by all Employees covered by this Agreement.

## ARTICLE 17 – SAVINGS DEDUCTION

**Section 17.1.1 Eastern Division** Each Employer covered by this Agreement shall deduct from the wage rate and pay to the Savings Fund the sum of one dollar (\$1.00) per hour worked by all Eastern Division employees covered by this Agreement. These payments shall be forwarded to the Plumbers & Pipefitters Local 104 Savings Fund in care of the designated depository not later than ten (10) working days after the close of each calendar month.

**Section 17.1.2 Western Division** Each Employer covered by this Agreement shall deduct from the wage rate and pay to the Savings Fund the sum of fifty cents (\$0.50) per hour worked by all Employees covered by this Agreement. These payments shall be forwarded to the Plumbers & Pipefitters Local 104 Savings Fund in care of the designated depository not later than ten (10) working days after the close of each calendar month.

**Section 17.2** The Employer shall make the hourly savings deductions from the employee's net wages.

**Section 17.3** Employees may elect to change savings deductions (add, reduce or eliminate) ONCE PER YEAR.

## ARTICLE 18 – HEALTH & WELFARE

**Section 18.1** Effective September 17, 2016 each Employer shall pay to Plumbers & Pipefitters Local 104 Health & Welfare Fund the sum of eight dollars and forty-five cents (\$8.45) per hour worked by all employees covered by this Agreement.

**Section 18.2** In the event that the government, Federal or State, takes over the Health & Welfare coverage provided for in this collective bargaining agreement, then the amounts of the hourly contributions which would otherwise be payable by the Employer into said Funds shall thereupon and thereafter be added to the hourly wage rates paid to the employees under this Agreement.

Except that, in the event, during the term of said Agreement, there shall have been passed a Federal or State Law which shall compel the Employer to contribute to a Federal or State Plan which will provide any of the same or similar items of coverage as contemplated under said Fund, then the hourly contribution of the Employers to said Fund shall be reduced to the extent of the cost of the particular item or items of coverage to the Fund which will also be furnished under Federal or State Plan. Any remaining portion will revert to wages and/or fringes.

## ARTICLE 19 – PENSION

**Section 19.1** Effective September 17, 2016 each Employer covered by this Agreement shall pay to Plumbers & Pipefitters Local 104 Pension Fund the sum of nine dollars and five cents (\$9.05) per hour worked by all employees covered by this Agreement.

**Section 19.2** These payments shall be forwarded to the Fund in care of the designated Depository not later than ten (10) working days after the close of each calendar month.

## ARTICLE 20 – ANNUITY

**Section 20.1** Effective September 17, 2016 each Employer covered by this Agreement shall pay to Plumbers & Pipefitters Local 104 Annuity Fund the sum of six dollars and no cents (\$6.00) per hour worked by all employees covered by this Agreement unless such employees be excluded by Section 20.2

**Section 20.2** No Employer shall be required to pay the hourly contribution to the Plumbers & Pipefitters Local 104 Annuity Fund on behalf of any apprentice until he/she has completed 8,000 hours of the apprenticeship or four years from the anniversary date, whichever comes first, and has satisfied the requirements of the Joint Apprenticeship Committee.

**Section 20.3** These payments shall be forwarded to the Fund in care of the designated Depository not later than ten (10) working days after the close of the calendar month.

## ARTICLE 21 – APPRENTICE AND JOURNEYMAN TRAINING FUND

**Section 21.1** Effective September 17, 2016 each Employer covered by this Agreement shall pay to the Plumbers & Pipefitters Local 104 Apprenticeship & Training Committee seventy-five cents (\$0.75) per hour worked by all employees covered by this Agreement.

- (a) Sixty-five cents (\$0.65) per hour of this contribution will be retained by Local 104's Apprenticeship Committee to fund continuing operations.
- (b) Ten cents (\$0.10) per hour of this contribution will be forwarded to the United Association International Training Fund in care of their designated depository on a monthly basis.

**Section 21.2** Payment received by this Fund shall be used for the purpose of conducting training programs for Journeymen, Apprentices and any other category of employee covered by this Agreement and for hiring and employment of training coordinators and instructors who are to conduct such programs.

**Section 21.3** These payments shall be forwarded to the Fund in care of the designated depository not later than ten (10) working days after the close of each calendar month.

## **ARTICLE 22 – INDUSTRY IMPROVEMENT FUND**

**Section 22.1** The Association shall maintain the Mechanical Contracting Industry Improvement Fund for the purpose of protecting and promoting the general welfare of the mechanical contracting industry in accordance with the Trust Agreement heretofore made and executed. The Employer agrees to pay and contribute to the said Industry Improvement Fund the sum of:

**Section 22.1.1 Eastern Division:** Twenty cents (\$0.20) per hour

**Section 22.1.2 Western Division:** Thirteen cents (\$0.13) per hour

for each hour worked by all Journeymen and Apprentices in the employ of the Employer. The Fund shall be qualified for tax exemption under the Internal Revenue Code and comply with all applicable law. Their payments shall be forwarded to the Fund in care of the designated depository not later than ten (10) days after the close of each calendar month.

## **ARTICLE 23 – JOINTLY ADMINISTERED FRINGE BENEFIT FUNDS**

**Section 23.1** The Trustees of the Local Union 104 Pension, Annuity and Welfare Funds are authorized to enter into reciprocal agreements with Trustees of other pension and welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements.

**Section 23.2** The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the Trust Agreements creating the Welfare Fund, the Pension Fund, the Annuity Fund, the A & J Training Fund and any other jointly administered fringe benefit funds established pursuant to Section 302 of Labor-Management Relations Act of 1947, as amended, and by all of the

actions and rules of the Trustees administering such funds in accordance with the Trust Agreement and regulations of the Trustees, provided that such Trustee Agreements, action, regulations and rules shall not be inconsistent with this Agreement, hereby accepts as Trustees the Trustees appointed under and in accordance with such Trust Agreement. The Employers and the Union hereby ratify all actions taken or to be taken by such Trustees within the scope of their authority.

**Section 23.3** The Trustees of the respective Funds are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to said Funds in accordance with the provisions of this Agreement.

**Section 23.4** The trustees or administrators or officers or directors, respectively, of the several Funds (to which Funds payments were required to be made by Employers under this Agreement) may, for the purpose of collecting any payments required to be made to such funds, including damages and cost, and for the purpose of enforcing rules of the Trustees or directors concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized action against any Employer, such Employer shall be obligated to pay to the respective funds all expenses incurred by the Trustees in such action including reasonable attorney's fees.

**Section 23.5** Upon being advised by the administrative officer of the benefit funds that an Employer is delinquent in payment to be made for a period of more than three (3) days, the Union shall be authorized to remove the employees from the job or shop of any Employer notwithstanding the provisions of Article 8, Section 8.1 of this Agreement.

**Section 23.6** Any Employer who has at any time within the life of the Agreement been delinquent for two (2) consecutive months in his payments of any contribution or fringe benefit deduction required to be made under this Agreement shall, upon notification by the respective Trustees or officers, procure a surety bond in the amount of fifteen thousand dollars (\$15,000) per man ensuring the payment of deductions and/or contributions, and all expenses incurred in the collection of said contributions, to the respective funds enumerated in this Agreement. Such bond is to be procured from an insurance company licensed to do business in the Commonwealth of Massachusetts. If such bond cannot be procured, a cash bond must be substituted.

**Section 23.7** Payments shall be paid monthly using the forms supplied by the Funds, the names shall be entered on the forms alphabetically, and the amounts shall be entered in the appropriate spaces. An Employer shall be declared delinquent if payments are not received by the designated depository by the date stipulated in Section 23.10 of Article 23. If Employees covered by this Agreement are withdrawn from any job in order to collect contributions to the Plumbers & Pipefitters Local 104 Funds, the employees who are affected by such stoppage of work shall be paid for lost time, with a maximum of two (2) days pay as a penalty, provided that three (3) days notice (weekend and holidays excluded) of the intention to remove the employees from a job is given to the Employer in person or by Certified Mail.

**Section 23.8** In the event that an Employer shall be delinquent in the payment of the contributions required under the terms of this Agreement for a period of beyond seven (7) days from the date when such payments accrue, and shall continue in default after demand is made for payment, he shall be liable for all costs of collections, including attorney fees and penalty for delinquency.

**Section 23.9** All Employers signatory to this Agreement shall be required to post a twenty-five thousand dollars (\$25,000) surety bond for each six (6) men or portion thereof with the Union guaranteeing payment of such contributions and/or withholdings as are required under this Agreement from a reputable source, one who is licensed to do business in the Commonwealth of Massachusetts. Such bond shall run to the Trustees of the various funds.

**Section 23.10** Contributions and withholdings for the above-mentioned funds, or other funds that may be hereafter established, shall be paid FOR THE FULL CALENDAR MONTH no later than ten (10) working days after the close of each calendar month. To insure compliance with the above provisions, it is mutually agreed that the designated depository shall file copies of all Employer reports to the Chairman of each of the aforementioned funds, not later than fifteen (15) days following the end of the month for which the contributions are due.

## ARTICLE 24 – WORK RULES AND MISCELLANEOUS PROVISIONS

**Section 24.1** The parties agree that this article is a material and substantial part of this Agreement, establishing terms of employment.

**Section 24.2** The Business Agent shall appoint and remove Stewards with the approval of the Executive Board. In no event shall an Employer discriminate against a Steward or discharge him on account of any action taken by him in performing his duties as steward.

**Section 24.3** The Business Agent shall not be denied the right of visiting the establishment, project or job site of the Employer at any reasonable hour.

**Section 24.4** A Steward shall be a working journeyman appointed by the Business Agent of Local 104 who shall, in addition to his work as journeyman, be permitted to perform during working hours such of his

Union duties as cannot be performed at other times (it being understood and agreed that the Steward's duties shall not include any matters relating to referral, hiring and termination or disciplining of employees).

**Section 24.5** The duties of the Steward are limited to the following:

- (a) He shall examine the dues book monthly of all Union members who are working on the job and see that all members have maintained their good standing as provided herein but as far as possible without inconveniencing the Employer.
- (b) He shall adjust all complaints or grievances with the foreman or supervisor on the job. If he cannot do so, he shall be permitted to call the Business Agent at once.
- (c) He shall take charge of any Employee who has received a serious injury on the job where the Employer's corporate safety program has not designated someone else to fulfill this role. In any case where someone other than the Steward has taken charge of an injured Employee, the Steward shall be promptly notified of the injury and permitted to notify the Business Agent that an injury has occurred.
- (d) He shall see that the Employer supplies all tools, lines, drinking vessels, individual drinking cups, proper toilet facilities, scaffolding, foul weather gear, over-the-shoe boots, hard hats and hard hat liners.
- (e) He shall make sure that all work is performed in a workmanlike manner and that only employees covered by this Agreement are performing the work covered by the Union's trade jurisdiction.
- (f) He shall be informed of all lay-offs and discharges at least four (4) hours in advance and shall make sure that such employees are properly paid.

**Section 24.6** The Steward must be retained on the job when overtime work is to be performed.

**Section 24.7** The Employer and the employee shall comply with all health, safety, sanitary and labor laws of the State and the town in which the work is to be performed as well as any applicable Federal laws and regulations.

**Section 24.8** The Employer shall provide on all construction projects of \$50,000 or more Mechanical Contract a suitable place to eat, which shall be heated, ventilated and lighted in conformity with applicable Massachusetts State Law.

**Section 24.9** Any employee reporting to the job or shop and not being put to work shall not remain more than thirty (30) minutes after the starting time. Any employee being requested to wait by his Employer or the foreman shall be considered as being employed if the employee is requested to wait more than thirty (30) minutes. Employees will not be compelled to go to the shop on their own time after completing work.

**Section 24.10** Employees going directly to their jobs shall report in time to start work promptly at 7:00 am or 8:00 am and perform eight (8) hours of work on the job, not leaving before 3:30 pm or 4:30 pm on all jobs in the area described in Article 2. Employees shall not report for work at the shop more than fifteen (15) minutes before the starting time.

When offsite parking is mandated by a customer and shuttle buses or alternative transportation is provided to the job site, employees will be responsible to be at the alternative transportation no earlier than 6:40 am or twenty (20) minutes before starting time in order to be at the jobsite for the normal start of the workday. Employees will leave to board the alternative transportation at the end of the eight (8) hour shift.

**Section 24.11** One-half day's pay, four (4) hours, is the minimum sum of wages that shall be paid for work between the hours of 7:00 am or 8:00 am to 12:00 Noon or 12:30 to 3:30 pm or 4:30 pm except when an employee quits of his own accord or is discharged for just cause.

**Section 24.12** Any Journeyman, before performing overtime work, shall report to the Business Agent. In the event that the work is to be done for the protection of life, limb or property, the Business Agent must be notified within twenty-four (24) hours after the work is performed.

**Section 24.13** The Employer agrees to pay parking fees within the jurisdiction of the local.

**Section 24.14** The Employer agrees to exert every effort on the Owner or General Contractor to provide suitable parking facilities for the employees of this Agreement.

**Section 24.15** Employees shall be given fifteen (15) minutes each morning for a coffee break without loss of pay. If there are no facilities available to secure coffee, one person shall be designated to secure coffee for all employees.

**Section 24.16** There shall be no organized break in the afternoon. However, employees may pause at the work place for coffee or cold drinks, provided they take their beverages with them to the work place and do not interfere with the progress of the work.

**Section 24.17** There shall be no lost time on the day of injury when medical attention is required for an employee on the Employer's job, provided the employee submits a note from the attending doctor stating that the employee cannot work the balance of the day.

**Section 24.18** In the event the injured employee, after returning to work and during his regularly scheduled work hours, is required after the first day of injury to visit the Employer's insurance carrier's clinic or doctor, if specified, for treatment of the same injury, he shall be paid at his regular straight time rate of pay for that time he is treated, not to exceed two (2) hours.

**Section 24.19** The use of employee's vehicles during working hours will not be allowed, except that an employee may be reassigned once to another construction job.

**Section 24.20** No materials are to be transported at any time, except in Employer's vehicles.

**Section 24.21** When the Employer furnishes transportation with the Employer's vehicle, the employee will leave the Employer's principal place of business at 7:00 am or 8:00 am and return with the vehicle to the same place by 3:30 pm or 4:30 pm. All additional time shall be paid at the appropriate overtime rate of wages.

**Section 24.22** All plumbing and/or pipefitting materials covered by this Agreement shall be unloaded from the tailgate of the delivery truck and from the flat bed and/or freight car and shall be handled by the employees as defined in this Agreement after arrival on the project or job site.

**Section 24.23** Welding work covered by this Agreement shall be done by the employees of this Agreement and shall require at least two employees working in sight and sound of each other, in close enough proximity so that the second man could render assistance to the man welding.

Both employees will be of the same trade and shall be employed by the same employer.

Employers shall provide all tools and safety devices to both journeyman and/or apprentice that will be required including, but not limited to, gloves, sleeves and welding hoods.

- (a) Whenever certification is required for welders, it is agreed that the employee, while taking such tests, shall be in the employ of the Employer, and the costs of such tests shall be borne by the Employer.
- (b) Men referred to the contractor will not be refused employment unless they fail to pass a certification test when such tests are required by the specifications on a particular job.
- (c) No welding shall be done on the project or job site until such tests have been made available to employees of this Agreement.
- (d) Results of such tests for all welders on the job must be made available to the Business Agent.

**Section 24.24** The Employer agrees that any manual work required in conjunction with the examination of pipe welds by non-destructive testing shall be done by employees of this Agreement. This work shall include the moving of all material and equipment to the work area, the installation of ropes, barriers and signs, and moving the source within the work area where required. The employees shall perform such other manual work as may be assigned within the jurisdictional scope of plumbing and/or pipefitting, while the actual non-destructive testing is in progress.

**Section 24.25** The operation of all electric drive welding machines on any construction job shall be the work of the plumber or pipefitter. The operation of not more than one gasoline-driven welding machine (no larger than 300 amperes), on a single job or project, shall be the work of the plumber or pipefitter.

**Section 24.26** The Employer agrees to furnish all tools with the exception of a 6-inch ruler.

**Section 24.27** The Employer shall reimburse employees for damage to clothing or laundering on excessively unclean work.

**Section 24.28** All plumbers and/or pipefitters working on jobs where overtime work is involved must have preference on the overtime work. Any additional men will be furnished by Local 104.

**Section 24.29** Employees shall receive a maximum of three (3) days pay for loss of work at the prevailing rate of wages for death in the immediate family which consists of father, mother, brother, sister, children and spouse.

**Section 24.30** When the Employer's principal place of business is outside this local's area, that employer shall be allowed to have one (1) out-of-towner as superintendent or foreman to represent said firm. All other employees shall be obtained from the Union Hall.

## ARTICLE 25 – TEMPORARY HEAT

**Section 25.1** The jurisdiction of the installation, operation and maintenance of all temporary heat shall rest with employees of this Agreement.

**Section 25.2** Employees working on temporary heat shall work in shifts of eight (8) consecutive hours. Shifts shall start at 8:00 am through 4:00 pm; 4:00 pm through midnight and from midnight through 8:00 am.

**Section 25.3** Employees shall be paid at the straight time rate of wages, as provided in Article 11, for temporary heat work Monday through Friday, regardless of which shift he works. Saturday, Sunday and holidays shall be paid at one and one-half times the straight time rate of wages.

**Section 25.4** Employees required to work broken shifts beyond the regularly established forty (40) hour work week shall work such time at the appropriate overtime rate of wages.

**Section 25.5** Employees shall report for duty fifteen (15) minutes before the start of each shift and shall not leave the job unmanned under any circumstances. They will not be allowed to leave the job for meals or for any other reason during the shift.

**Section 25.6** The number of shifts required will be determined by the Contractor, but the starting and completing hour shall not vary from the foregoing schedule.

**Section 25.7** It shall be the duty of the Steward to report to the Business Agent all jobs on which it appears temporary heating will be required. When the installation is ready for temporary operation, he shall again notify the Business Agent.

**Section 25.8** Employees working on Temporary Heating while in his employ shall be under the supervision of the Heating Contractor, and under no condition will the Heating Contractor delegate the supervision to anyone else.

**Section 25.9** Employees working on Temporary Heating shall do any emergency work required to protect the Employer's interests in connection with temporary heat operation and/or maintenance.

**Section 25.10** Any use of the heating system prior to its completion shall be considered temporary operation until its acceptance by the Architect or Owner.

**Section 25.11** In addition to the before-mentioned wage rates, Article 13: Travel Expense; Article 16: Dues Deduction; Article 17: Savings; Article 18: Health & Welfare; Article 19: Pension; Article 20: Annuity; Article 21: Apprentice & Journeyman Training Fund; Article 22: Industry Improvement Fund shall apply for all employees working Temporary Heat.

#### **ARTICLE 26 – FABRICATION**

**Section 26.1** The union reserves the right to refuse to handle, erect or install fabricated piping sent to the job site that has not been fabricated by Building Trades Journeymen and Apprentices employed by an Employer under the Commercial Pipe Fabrication Agreement with the United Association.

**Section 26.2** All pipe fabrications two inches (2") and under, whether covered or not covered in the preceding section, shall be cut and fabricated by Employees of the Agreement within the territorial jurisdiction of this local union.

**Section 26.3** Piping formations may, at the option of the Employer, be fabricated away from the job site. When the Employer decides to fabricate work away from the job site, he shall notify the union before work is undertaken. The notice to the union shall state what is to be fabricated, on what project the fabrication is to be used, where the work is to be performed and the approximate number of hours required to complete the work. All such work shall be done within this local's geographical jurisdiction. Weekly, the Employer shall submit a list of Employees fabricating the work and the hours charged to the project.

**Section 26.4** Violations of this section shall be processed through the Grievance Procedure and, if the Employer is found guilty of a violation, he will not be allowed to fabricate off-site again. Further, he will be subject to any other penalties imposed by the Joint Board of Arbitration.

**Section 26.5** These rules must be posted in any shop where fabrication work is taking place.

#### **ARTICLE 27 – APPRENTICES**

**Section 27.1** The employment of apprentices shall be governed by the apprenticeship standards as formulated by the Joint Apprenticeship Committee of Local 104 and approved by State and Federal Apprenticeship Bureaus or Agencies.

**Section 27.2** Apprentices shall be indentured to the Union and shall be subject to the rules of the State Apprenticeship Agreement and the Apprenticeship Committee of the Union.

**Section 27.3** In no case shall Apprentices be retained on the job or operation unless he is working under the direct supervision of a Journeyman, other than a foreman, also employed with him on that job or operation.

**Section 27.4** The Business Agent will be empowered to move the Apprentice periodically from one Employer to another under the direction of the Joint Apprenticeship Committee.

#### **ARTICLE 28 – SUBCONTRACTING**

**Section 28.1** The Employer agrees not to sublet or contract out any work covered herein to be performed at the site of construction unless the contractor to whom the work is sublet is in agreement either with this Local Union or any of its sister Local Unions.

#### **ARTICLE 29 – DURATION OF AGREEMENT**

**Section 29.1** This Agreement shall remain in effect until September 16, 2019.

**Section 29.2** This Agreement is subject to revision at any time during its term when mutually agreed by the Employer and the Union.

**Section 29.3** It is agreed that both parties to this Agreement, namely the Employer and the Union, shall notify the other party to this Agreement at least sixty (60) days before the expiration of this Agreement.

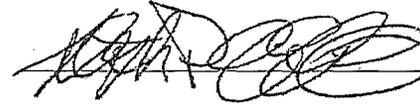
**Section 29.4** In the event the parties shall fail to agree to the terms of an Agreement as a result of negotiations following such notice, either party may terminate the Agreement on its anniversary date or thereafter without further notice. It is agreed that the parties shall meet not later than fifteen (15) days after the notice or notices are received, and they shall meet thereafter at least once a week until the expiration date, or an agreement is reached, or the Agreement is terminated, as the case may be.

**Section 29.5** All provisions of this Agreement, together with all amendments thereto, shall be interpreted in a manner that is in conformity with the National Labor Relations Act, as amended. In the event that any provisions of this Agreement are held unconstitutional or illegal or invalid as in violation of any laws, rules or regulations, it shall be declared null and void by both parties. Nevertheless, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by the proper and duly authorized officers and representatives and hereby certify that they are authorized and have the power and the authority to sign it and thus bind their respective parties to its provisions.

FOR NEW ENGLAND MECHANICAL  
CONTRACTORS ASSOCIATION, INC.

FOR LOCAL 104 OF THE UNITED  
ASSOCIATION OF JOURNEYMEN &  
APPRENTICES OF THE PLUMBING  
& PIPEFITTING INDUSTRY



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**APPENDIX A**

I, the undersigned, hereby accept and agree to be bound by the provisions of the foregoing Agreement as an Agreement between myself and the company for which I am duly authorized to act and Local Union 104 covering the employment of the employees represented by said Union.

I also hereby confirm that the company for which I am duly authorized to act is a member of the New England Mechanical Contractors Association, Inc. and that said Association is the duly authorized bargaining representative of said company in the collective bargaining relationship between said company and Local Union 104.

I also appoint and designate the New England Mechanical Contractors Association, Inc. as agent for myself and the company for which I am duly authorized to act for the purpose of the appointment of employer representatives to administer the various fringe benefit funds.

BY: \_\_\_\_\_

Signature

Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**APPENDIX A-1**

I, the undersigned, hereby accept and agree to be bound by the provisions of the foregoing Agreement as an Agreement between myself and the company for which I am duly authorized to act and Local Union 104 covering the employment of the employees represented by said Union.

I also hereby confirm that the New England Mechanical Contractors Association, Inc. is the duly authorized bargaining representative for the undersigned in the collective bargaining relationship between the undersigned and Local 104 and that said undersigned shall be bound by future agreements between said Association and Local 104 unless said Local is notified differently in writing by the undersigned at least sixty days before the expiration of this Agreement.

I also appoint and designate the New England Mechanical Contractors Association, Inc. as agent for myself and the company for which I am duly authorized to act for the purpose of the appointment of employer representatives to administer the various fringe benefit funds.

BY: \_\_\_\_\_

Signature

Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## APPENDIX B

### DEFINITIONS

1. Maintenance shall be defined as any work performed of a renovation, replacement, repair or maintenance character within the limits of a plant property or other locations related directly thereto.
2. The word "repair", used within the terms of this Agreement and in accordance with maintenance, is work required to restore by replacement of parts of existing facilities to efficient operating condition.
3. The word "renovation", used within the terms of this Agreement and in connection with maintenance, is work required to improve and/or restore by replacement or by revamping parts of existing facilities to efficient operating condition.
4. The term "existing facilities", used within the terms of this Agreement is limited to a constructed unit already completed and shall not apply to any new unit to be constructed in the future, even though the new unit is constructed on the same property or premises.
5. In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this definition, the matter shall be referred to a permanent committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer Association.

## APPENDIX C

### WORK JURISDICTION

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipes, grease traps, sewerage and vent lines.
2. All piping for water filters, water softeners, water meters and time setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above-mentioned equipment.
4. All water services from mains to building including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All downspouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewer, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves and equipment in bath and washrooms, shower stalls, etc.
8. All bathrooms, toilet room and shower room accessories, i.e., towel racks, paper holder, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.
11. All fire standpipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories and all piping for sprinkler work of every description.

12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work and racks of every description, whether screwed or welded.
14. All piping for pneumatic or vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas unused in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping and oil piping used in connection with shipbuilding and shipyards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers and superheaters, regardless of the mode or method of making joints, hangers and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air-conditioning, manufacturing, mining and industrial work.
22. The setting, erecting and piping for all smoke-consuming and smoke-washing and regulation devices.
23. The setting and erecting of all boiler feed water heaters, filters, water softeners, purifiers, condensate equipment pumps, condensers, coolers and all piping for same in all power houses, distributing and boosting stations, refrigeration bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemical, minerals and byproducts and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc.
26. All ash-collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pump and mixing devices and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances, in connection with transformers and piping to switches of every description.
29. All fire-extinguishing systems and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals or any other method.
33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice-making, humidifying, dehumidifying, dehydrating by any method and the charging and testing and servicing of all work after completion.
34. All pneumatic tube work and all piping for carrying systems, by vacuum, compressed air, steam, water or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers, boilers and cooking utensils, etc. of every description.

36. All piping in connection with central distributing filtration, treatment stations, bottling stations, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to and from cooling wells, suction basins and filter basins, and settling basins and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with the pipefitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines and booster stations of every description.
43. All acetylene and arc welding, brazing, lea burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipefitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints, by whatever mode or method.
46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades, i.e., artificial waterfalls, makeup water fountains, captured waters, water towers, cooling towers and spray pounds used for industrial, manufacturing, commercial or any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shape.

**APPENDIX D**  
**SIGNATORY CONTRACTORS**

**Arden Engineering Constructors, LLC**      **TEL: 401/727-3500**  
505 Narragansett Park Dr.  
Pawtucket, RI 02861

**B-G Mechanical Contractors, Inc.**      **TEL: 413/592-5300**  
6 Second Ave.  
Chicopee, MA 01020

**B-G Mechanical Services, Inc.**      **TEL: 413/888-1500**  
18 Second Ave.  
Chicopee, MA 01020

**Cardillo Mechanical Contracting, Inc.**      **TEL: 413/445-5568**  
PO Box 639  
Pittsfield, MA 01202

**Carrier Corporation**      **TEL: 315/432-7497**  
Attn: Robin Ramos  
Carrier Parkway  
Syracuse, NY 13221

**T. J. Conway Company**      **TEL: 413/732-5131**  
PO Box 2800  
Springfield, MA 01101

**E. F. Corcoran Plumbing & Heating Co.**      **TEL: 413/732-1462**  
5 Rose Place  
Springfield, MA 01104

**Harry Grodsky & Co., Inc.**      **TEL: 413/785-1947**  
PO Box 880  
Springfield, MA 01101

**Grodsky Service, Inc.**      **TEL: 413/785-1947**  
PO Box 880  
Springfield, MA 01101

**Johnson Controls, Inc.**      **TEL: 414/524-3952**  
507 East Michigan  
Milwaukee, WI 53202

**Kleeberg Mechanical Services**      **TEL: 413/589-1854**  
65 Westover Rd.  
Ludlow, MA 01056

**M & W Heating, Inc.**      **TEL: 413/499-0600**  
272 Hubbard Ave.  
Pittsfield, MA 01201

**Manny's Plumbing & Heating**      **TEL: 413/786-2220**  
47 Tennis Rd.  
Agawam, MA 01001

**F. B. Paige Plumbing & Heating Services**      **TEL: 413/736-2554**  
65 Orpheum Ave.  
Springfield, MA 01118

**Pittsfield Pipers, Inc.**      **TEL: 413/443-4402**  
PO Box 1386  
Pittsfield, MA 01202

**Pyramid Enterprises LLC**      **TEL: 413/448-7679**  
PO Box 1383  
Pittsfield, MA 01202

**Ron's Oil Burner Service**      **TEL: 413/222-2904**  
97 Groton St.  
Springfield, MA 01129

**Stone & Webster Construction**      **TEL: 781/297-3852**  
Division of CBI  
150 Royall St.  
Canton, MA 02021

**Ralph F. Williams, Inc.**      **TEL: 413/684-0021**  
484 Housatonic St.  
Dalton, MA 01226