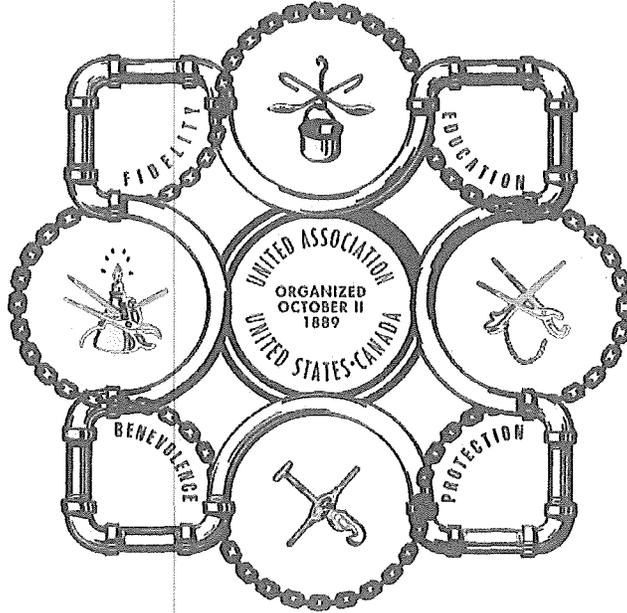


125TH ANNIVERSARY of CO-OPERATION
WITHIN THE PLUMBING and PIPEFITTING INDUSTRY



AGREEMENT
Between the

Mechanical Contractors Association
New England MCA

NEW ENGLAND MECHANICAL CONTRACTOR'S ASSOCIATION
AND
U.A. LOCAL UNION No. 4 PLUMBING and PIPEFITTING INDUSTRY
OF THE UNITED STATES and CANADA, AFL-CIO

SEPTEMBER 1, 2014 TO AUGUST 31, 2018

ARTICLE I: AGREEMENT

After collective negotiations by and between New England Mechanical Contractors Association, Local Union No. 4 United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada AFL-CIO, having its usual place of business in the Town of West Boylston and County of Worcester, Commonwealth of Massachusetts; for the purpose of establishing uniform area practices, uniform rates of pay and uniform working conditions and for the purpose of stabilizing employment and working conditions, adjusting grievances that may arise between employer and journeymen employees and apprentices within the trades, to secure adequate fulfillment of the several standards relative to installation and maintenance of plumbing and pipefitting facilities, piping as related in Schedule "A", which is the work which is within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, A.F.L.-C.I.O. and which is to be performed by Members of Local Union No. 4 in accordance with the United Association Trades Jurisdiction and for the further purpose of creating harmony and cooperation for the mutual interest of all persons to this agreement, and in consideration of the hereinbefore recited premises and of the mutual agreement herein contained and in order to accomplish the object and purposes to this agreement, the parties hereto agree as follows:

ARTICLE II: RECOGNITION

1. The Association and Employers hereby recognize Local Union No. 4 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada as the sole and exclusive bargaining representative for all their employees performing any work by this Agreement and employed by the Employer in the area described in page 16.
2. The Union and employees hereby recognize the New England Mechanical Contractors Association as the sole and exclusive bargaining representative for all of its Employer members, for those non-member contractors that have furnished the Association with collective bargaining authorization and non-members.

ARTICLE III: WAGES

1. New England Mechanical Contractors Association, Inc. and United Association Local 4 hereby agree that the wage schedule shall be at the hourly minimum rate of \$41.11* for said parties for a period commencing September 1, 2014, and terminating August 31, 2018.
2. At least thirty (30) days prior to effective dates of incremental increases shown below, the parties to this Agreement shall meet to discuss the distribution of:

September 1, 2014 - freeze	March 1, 2015 - freeze
September 1, 2015 - \$0.60	March 1, 2016 - \$0.65
September 1, 2016 - \$0.60	March 1, 2017 - \$0.65
September 1, 2017 - \$0.60	March 1, 2018 - \$0.65

belonging to the New England Mechanical Contractors Association. It is further agreed that no more than one (1) apprentice to each journeyman may work on any individual job.

Exceptions to the above ratio may be made by the Worcester Plumber's and Pipefitter's Joint Apprentice Committee with the approval of the Approving Agency. It is further agreed that one (1) or more apprentices (which are indentured to the Worcester Plumber's and Pipefitter's Apprentice Committee) may be employed by contractors who are not members of the New England Mechanical Contractors Association but who have signed a contract with Plumber's and Pipefitter's Union Local No. 4. The same ratio of apprentices may apply to non-member contractors. No apprentice may be employed by any contractor without prior approval of the Joint Apprentice Committee.

- E. Wages payable under the apprentice program shall be as follows upon the recommendation of said joint committee, unless the same shall be amended by agreement:

		Percentage of the Journeyman's Wages
1st year	2,000 hours	40%
2nd year	2,000 hours	50%
3rd year	2,000 hours	60%
4th year	2,000 hours	70%
5th year	2,000 hours	80%

Apprentices with a plumber's or pipefitter's license shall receive an additional 5% increase of their percentage of the Journeyman's wages.

ARTICLE XXXVII: SCOPE OF WORK

1. All piping for plumbing, water, waste, floor drains, drain gates supply, leader soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of the same.
3. All cold, hot and circulating waste 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 buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, 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 bathroom, toilet room and shower room accessories, (i.e., as towel racks, paper holders, 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 pipe fitting industry.
11. All fire stand pipes, 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 fountain bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway locomotives.
16. All marine piping and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling and erecting of all economizers, super-heaters, 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 for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in 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, chemicals, minerals and by products 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 pumps and mixture 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, 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, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with the central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, settling basins and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
38. All 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, conduit and boxes used in connection with the pipe fitting 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, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipe fitting 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 made by every mode or method.
46. The assembling and erecting of tanks, used in 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 pipe fitting 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), make-up water fountain, captured waters, water towers, cooling towers and spray ponds used for Industrial, manufacturing, commercial, or for any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood, or any other kind of Material, or product manufactured into pipe, usable in the pipefitting industry, regardless of sizes or shapes.

ARTICLE XL: JURISDICTION

1. Local Union No. 4 United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada A.F.L.-C.I.O., having jurisdiction over the following cities and towns:

ASHBURNHAM	HARDWICK	RUTLAND
ASHBY	HARVARD	SHIRLEY
ATHOL	HOLDEN	SHREWSBURY
AUBURN	HUBBARDSTON	SOUTHBRIDGE
AYER*	LANCASTER	SPENCER
BALDWINVILLE	LEICESTER	STERLING
BARRE	LEOMINSTER	STURBRIDGE
BERLIN	LUNENBURG	SUTTON
BLACKSTONE	MENDON	TEMPLETON
BOLTON	MILFORD	TOWNSEND
BOYLSTON	MILLBURY	UPTON
BROOKFIELD	MILLVILLE	UXBRIDGE
CHARLTON	NEW BRAINTREE	WARREN
CLINTON	NORTH BROOKFIELD	WEBSTER
DOUGLAS	NORTHBORO	WEST BOYLSTON
DUDLEY	NORTHBRIDGE	WEST BROOKFIELD
EAST BROOKFIELD	OAKHAM	WESTBORO
FISKDALE	ORANGE	WESTMINSTER
FITCHBURG	OXFORD	WHITINSVILLE
FORT DEVENS	PAXTON	WINCHENDON
GARDNER	PETERSHAM	WORCESTER
GRAFTON	PRINCETON	
GROTON	ROYALSTON	

*That portion of AYER which lies west of the Greenville Branch of the Boston and Maine Railroad.

PLUMBERS AND PIPEFITTERS LOCAL 4



AFL-CIO

United Association of Journeymen and Apprentices

150 Hartwell Street, West Boylston, MA 01583

(508) 835-1150 • FAX: (508) 835-1154

www.localunion4.org

TIMOTHY FERGUSON
Business Manager

PIERRE GROLEAU
Business Agent/Organizer

October 10, 2014

Steve Falcon
Commonwealth of Massachusetts
EoLWD Dept., Labor Div., Occupational Safety
19 Staniford Street, CFHB, Fl. 2
Boston, MA 02114

RE: Plumbers & Pipefitters Local 4 Wages

Dear Mr. Falcon:

Enclosed please find the signed agreement between Plumbers and Pipefitters Local 4 and New England Mechanical Contractors Association, for the new Collective Bargaining Agreement effective September 1, 2014 through August 31, 2018. Also, enclosed please find the current breakdown of wages for Plumbers and Pipefitters Local 4.

Should you have any questions, please contact me at (508) 835-1150, ext. 11.

Sincerely,

A handwritten signature in cursive script, appearing to read "Timothy Ferguson".

Timothy Ferguson
Business Manager

Enclosures

PLUMBERS AND PIPEFITTERS LOCAL 4



AFL-CIO

United Association of Journeymen and Apprentices

150 Hartwell Street, West Boylston, MA 01583

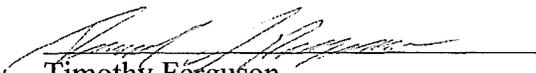
(508) 835-1150 • FAX: (508) 835-1154

www.localunion4.org

TIMOTHY FERGUSON
Business Manager

PIERRE GROLEAU
Business Agent

The Parties agree to extend the present contract four (4) years expiring August 31, 2018. This was agreed upon by:


Timothy Ferguson
Business Manager
Plumbers & Pipefitters Local 4


Stephen Affanato
Executive Vice President
New England Mechanical Contractors Association

The following wage changes were agreed upon:

1 st Year	September 1, 2014 - \$0.50	<i>(to be reallocated from the Market Recovery Fund in the future)</i>
2 nd Year	September 1, 2015 - \$0.60	March 1, 2016 - \$0.65
3 rd Year	September 1, 2016 - \$0.60	March 1, 2017 - \$0.65
4 th Year	September 1, 2017 - \$0.60	March 1, 2018 - \$0.65

INCREMENTAL INCREASES

The following breakdown of the new Wage and Benefits contract between the New England Mechanical Contractors Association and the Plumbers & Pipefitters Local 4 are listed below. The new rates will be in effect from September 1, 2014 through August 31, 2018.

	9/1/2014
Wages*	\$41.11
H & W	\$9.35
Pension	\$8.30
Annuity	\$4.55
JAC (Training)	\$1.00
Industry Improv.	\$0.25
National Pension	\$1.41
Int'l Training	\$0.10
TOTAL	\$66.07

APPRENTICES

September 1, 2014 – August 31, 2018

**Apprentices with a Plumbers or Pipefitters license shall receive an additional 5% of Journeyman's wage.*

International Training Fund is to be paid on ALL apprentices.

Year 1 – 3 Apprentices do NOT receive National Pension, Local Pension or Annuity

Year 4 – 5+ Apprentices do NOT receive National Pension or Local Pension, but DO receive Annuity

	% of Journeyman	
YEAR #	WAGE %	WAGE
1	40%	\$16.44
2	50%	\$20.56
3	60%	\$24.67
4	70%	\$28.78
4*	75%	\$30.83
5	80%	\$32.89
5*	85%	\$34.94