

~~ORIGINAL~~

STANDARD FORM OF UNION AGREEMENT
SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING
CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

BOSTON AREA

SHEET METAL WORKERS
LOCAL UNION NO. 17
1157 ADAMS STREET
DORCHESTER, MA 02124-5788
(617) 296-1680

AUGUST 1, 2005
TO
JULY 31, 2010

AGREEMENT entered into this 1st day of August 2005 by and between Boston Roofing Contractor Associations of the B.T.E.A and the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) - Boston Inc. hereinafter referred to as the Employer, and Local Union No. 17 of Sheet Metal Workers' International Association, hereinafter referred to as the Union, for Bristol (north of Dighton), Essex, Middlesex, Norfolk, Plymouth (north of Wareham), and Suffolk Counties of Eastern Massachusetts and the towns of Harvard and Lancaster of Worcester County.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) all craft related drafting, both manual and computer aided, will be done by members or apprentices. This does not include architectural layouts provided by engineering firms or primary contractors; and (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each four (4) journeymen regularly employed on a yearly basis.

| | | | |
|-------------|------------------------|----------|---|
| First Year | Probationary |40% | (plus 40% SASMI, \$0.50 Equality Fund*) |
| Second Year | |45% | (plus 45% SASMI) |
| Third Year | |50% | |
| Fourth Year | (1 st half) |60% | |
| Fourth Year | (2 nd half) |65% | |
| Fifth Year | (1 st half) |75% | |
| Fifth Year | (2 nd half) |85% | |

Effective August 1, 2005:

| | H&W | National Pension | Annuity | I.P. | App. | Equality | SASMI | Local Pension |
|------------------------|------|------------------|---------|------|--------|----------|--------------|---------------|
| First Year | full | none | none | none | \$0.10 | * | 40% in wages | none |
| Second Year | full | 45% | \$1.25 | none | full | none | 45% in wages | full |
| Third Year (1st half) | full | 50% | \$1.50 | none | full | none | 50% in SASMI | full |
| Third Year (2nd half) | full | 50% | \$1.75 | none | full | none | 50% in SASMI | full |
| Fourth Year (1st half) | full | 60% | \$2.00 | full | full | \$0.50 | 60% in SASMI | full |
| Fourth Year (2nd half) | full | 65% | \$2.25 | full | full | \$0.50 | 65% in SASMI | full |
| Fifth Year (1st half) | full | 75% | \$2.75 | full | full | \$0.50 | 75% in SASMI | full |
| Fifth Year (2nd half) | full | 85% | \$2.75 | full | full | \$0.50 | 85% in SASMI | full |

The term "**FULL**" refers to the rate paid, per hour, by Employers for journeymen sheet metal workers employed under this Agreement.

This section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

Apprentices will not be allowed to work overtime until all journeymen in the shop or on the job site have been offered the scheduled overtime.

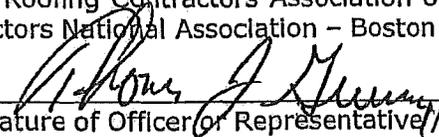
ARTICLE XII

SECTION 1. This Agreement and Addenda Numbers 1 through 47 attached hereto shall become effective on the 1st day of August 2005 and remain in full force and effect until the 31st day of July 2010 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

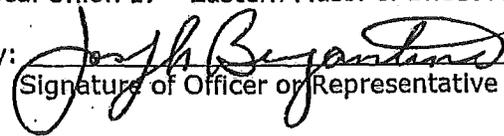
SECTION 2. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals this 1st day of August 2005

Boston Roofing Contractors Association of the B.T.E.A. and Sheet Metal & Air Conditioning Contractors National Association - Boston Inc. (Specify Name of Association or Contractor)

By: 
Signature of Officer or Representative / EMPLOYERS ASSOCIATION

Local Union 17 - Eastern Mass. of Sheet Metal Workers' International Union

By: 
Signature of Officer or Representative / LOCAL UNION NO. 17

ADDENDA

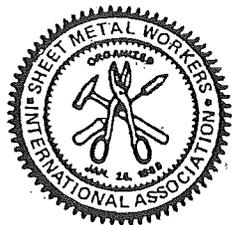
ADDENDA to (Form A-3-84)
Standard Form of Union Agreement

No. 1 (a) It is expressly included herein, for the purpose of indicating more specifically, but not by any means limiting hereto, that supplementary to Article I of this Agreement also covers the handling, setting, erecting, installation, assembling, dismantling, adjustment, alteration, reconditioning, repairing, servicing of all fans, filters of all types, blowers, sheaves, belts and guards of all kinds, plenums including prefabricated insulated casings and air chamber panels, with or without other equipment, louvers, screens, registers, grills, diffusers of all kinds, including those in connection with lighting fixtures and ceilings, dampers of all kinds, sound traps, mixing boxes, attenuators of all kinds, access doors related to air-handling systems, dryers, sprayers, power and gravity ventilators, acoustical material within duct work, dust collectors and recovery systems, breaching, hoods, convector and radiator and similar enclosures and covers, with or without backs, flexible tubing and connections thereto, and all such air-handling systems and to all other sheet metal work covered by this Agreement and by the jurisdictional claims of the Sheet Metal Workers' International Association.

Flashings: All types including through flashing to be done by Sheet Metal Workers. Flashing is to be defined as: Through wall, gutters, down spouts, coping, termination bars, and other appurtenances, under the claimed jurisdiction of the Sheet Metal Workers International Association.

Architectural sheet metal shall include: Fascia, skylights, column covers, metal siding, metal roofing and soffits.

All toilet partitions, lockers, and shelving to be done by the Sheet Metal Workers.



SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION LOCAL UNION No. 17
of Eastern Massachusetts, Rhode Island, New Hampshire and Maine

1157 Adams Street • Dorchester, MA 02124-5788
Telephone: (617) 296-1680-81 • Fax: (617) 296-1295
WATTS: 1-800-426-6657

BOSTON COLLECTIVE BARGAINING AGREEMENT
CONTRACT EXPIRES JULY 31, 2010
REVISED (NEW MILEAGE)

By action of the membership at its meeting of July 31, 2005 One-Dollar increase
Due August 1, 2005 will be distributed as follows:

JOSEPH BERGANTINO
Business Manager

FESTUS JOYCE
Financial Secretary-Treasurer

Business Agents
ROBERT BUTLER
FREDERICK CREAGER
JOHN HEALY
MICHAEL SHEEHAN
JAMES WOOL

Labor Management Fund Director/
Organizer Coordinator
JOHN ROSS

Organizers
ROBERT EVA
EDWARD MARENBURG
MARCEL TURMENNE
MICHAEL COOLEY

RHODE ISLAND LOCAL 17
75 Ridge Street
Providence, RI 02909
Telephone: 1-401-831-7150
Fax: 1-401-831-7152

NEW BEDFORD LOCAL 17
57 State Road
Dartmouth, MA 02747
Telephone: 1-508-999-0001
Fax: 1-508-997-5609
/ATTS: 800-584-4598

NEW HAMPSHIRE LOCAL 17
51 Londonderry Turnpike
Hooksett, NH 03106
Telephone: 1-603-626-5577
Fax: 1-603-626-5559
/ATTS: 1-888-757-0086

MAINE LOCAL 17
10 Enterprise Street
Buxton, ME 04240
Telephone: 1-207-783-6783
Fax: 1-207-783-2915
/ATTS: 1-888-387-3569

| | | |
|--|-----------------|------|
| Wage | \$ 34.56 | * |
| National Pension | \$ 5.91 | ** |
| Local Supplemental Pension | \$ 0.56 | |
| ITI, NEMI, & SMOHI and Int.Scholarship | \$ 0.18 | |
| Local Insurance Fund | \$ 8.32 | *** |
| Local Training Fund | \$ 0.86 | |
| Local Industry Fund | \$ 0.40 | |
| Annuity Fund | \$ 5.00 | |
| Equality Fund | \$ 0.50 | |
| Sub-Total | \$ 56.29 | |
| | | |
| SASMI | \$ 1.63 | **** |
| | | |
| TOTAL PACKAGE | \$57.92 | |

* \$0.26 To Wage
** \$0.45 To National Pension
*** \$0.25 To Local Insurance Fund
**** \$0.04 To SASMI

Working Dues Schedule for Journeymen:

| | | |
|--------------------|---------|--|
| Building Fund | \$ 0.12 | } Mileage: \$ 0.48 ½ per mile – Effective September 1, 2005 |
| Organizer Fund | \$ 0.40 | |
| HAB Fund | \$ 0.03 | |
| Scholarship Fund | \$ 0.02 | |
| Entertainment Fund | \$ 0.05 | |
| Picket Fund | \$ 0.01 | |
| | | \$0.63 Sub Total + \$0.98 Working Dues = \$1.61 |
| | | \$1.61 + \$0.04 PAL = \$1.65 TOTAL |

Working Dues Schedule for Apprentices:

\$0.63 Sub Total + \$0.22 Working Dues = \$0.85
\$0.85 + \$0.04 PAL = \$0.89 Total

Room and Board:

\$20.00 within jurisdiction of Agreement
\$25.00 outside of jurisdiction of Agreement

Fraternally, Festus W. Joyce - Financial Secretary-Treasurer

**Sheet Metal Workers Local 17 Boston Contract
Memorandum of Understanding
Regarding Increased Pension Fund Contributions and
Extension of Collective Bargaining Agreement**

The parties acknowledge acceptance of the 2008 Alternative Schedule of Benefits for the National Pension Fund for the Sheet Metal Industry (NPF). Under the terms of that addendum, there is an increase in the pension contributions paid to the National Pension Fund. To settle all obligations concerning the 2008 Alternative Schedule the parties agree to extend the terms and conditions of the current collective bargaining agreement beyond July 31, 2010 to July 31, 2013 with the following increments:

| | | | |
|----------------|--------|------------------|--------|
| August 1, 2010 | \$1.25 | February 1, 2011 | \$1.25 |
| August 1, 2011 | \$1.25 | February 1, 2012 | \$1.25 |
| August 1, 2012 | \$1.25 | February 1, 2013 | \$1.25 |

The parties agree to pay the increases outlined by the Sheet Metal Workers National Pension Fund Trustees to meet the obligations of the "Alternative Plan" as follows: The union agrees to pay all of the increases incurring in years 2008, 2010, 2012, 2014 & 2016. The contractor agrees to pay all of the increases in years 2009, 2011, 2013, 2015 & 2017. In the event that the percentages of the proposed increases are altered by the trustees of the NPF, the union and employer are responsible in their respective years. The parties also recognize the commitment to the NPF extends beyond the termination of the existing collective bargaining agreement. This agreement fulfills all of the obligations of the employer under the Pension Protection Act of 2006 for the NPF in the event the fund is determined to be in "Critical Status."


Sheet Metal & Air Conditioning
National Association Boston Inc. &
The Boston Roofing Contractors
Association of the BTEA


Local Union No. 17
of the Sheet Metal Workers
National Association

Autonomous Contractor

March 4, 2008



SMACNA

Boston, Inc.



100 Grossman Drive • Suite 300 • Braintree, Massachusetts 02184

(781) 849-3220 • Fax (781) 849-3223

www.smacnaboston.org

MEMORANDUM OF AGREEMENT

Sheet Metal Workers Local Union No. 17 ("Union") and the Sheet Metal and Air Conditioning Contractors Association, Inc. and the Boston Roofing Contractors Association, Inc. of the Building Trades Employers Association of Boston and Eastern Massachusetts, Inc., ("Association") have reached an agreement on the terms and conditions of their collective bargaining agreement, effective August 1, 2013 through July 31, 2018. The Union and the Association agree to the following wage and benefit rates for the term of the Agreement:

1. There shall be a \$10.00 increase over the five year contract, with the \$10.00 implemented in six month increments on August 1, 2013, February 1, 2014, August 1, 2014, February 1, 2015, August 1, 2015 and February 1, 2016, August 1, 2016, February 1, 2017, August 1, 2017, and February 1, 2018 as follows:

| Year | Effective Date | Hourly Rate | Effective Date | Hourly Rate | Hourly Rate |
|--------|----------------|-------------|----------------|-------------|-------------|
| Year 1 | 8/1/2013 | \$0.90 | 2/1/2014 | \$0.85 | \$1.75 |
| Year 2 | 8/1/2014 | \$0.85 | 2/1/2015 | \$0.90 | \$1.75 |
| Year 3 | 8/1/2015 | \$1.00 | 2/1/2016 | \$1.00 | \$2.00 |
| Year 4 | 8/1/2016 | \$1.15 | 2/1/2017 | \$1.10 | \$2.25 |
| Year 5 | 8/1/2017 | \$1.10 | 2/1/2018 | \$1.15 | \$2.25 |

2. On August 1, 2013 \$0.03 per hour increase shall be allocated to wages, so that effective August 1, 2013 the wage and benefit package shall be as follows:

| Hourly Wage | National Pension | Local Pension | Annuity (T), NEMI & SMOHI & Int'l Scholarship |
|----------------------|---------------------|---------------------|---|
| \$42.35 | \$10.69 | \$2.99 | \$6.00 |
| | | | \$0.18 |
| Equality Fund | Local Training Fund | Local Industry Fund | SASMI |
| \$2.00 | \$1.49 | \$0.43 | \$2.14 |
| Local Insurance Fund | | | |
| \$9.82 | | | |

Total = \$77.49

Sheet Metal Workers Local Union No. 17

Robert Butler, Business Manager

Date: 9/2/13

Sheet Metal & Air Conditioning Contractors Association, Inc. and the Boston Roofing Contractors Association, Inc. of the Building Trades Employers' Association of Boston and Eastern MA, Inc.

Thomas J. Bunning, Executive Director

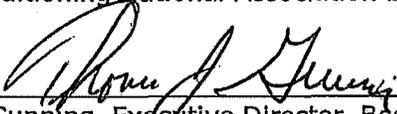
Date: 8/30/2013

Representing Massachusetts, New Hampshire, Maine, Rhode Island, Vermont

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals this 1st day of August 1, 2005.

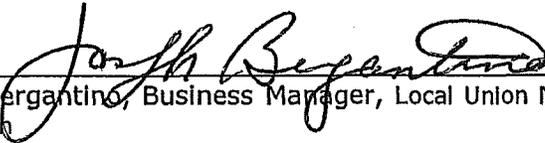
Boston Roofing Contractors
Associations of the Building Trades
Employers' Association and Sheet Metal
and Air Conditioning National Association Boston Inc. (SMACNA Boston Inc.)

BY



Thomas J. Gunning, Executive Director, Boston Roofing Contractors Association of the B.T.E.A
and SMACNA Boston Inc

BY



Joseph Bergantino, Business Manager, Local Union No. 17 of Sheet Metal Workers' International
Association

BY

Autonomous Contractors